

STATE OF NORTH CAROLINA

Department of Agriculture and Consumer Services

Invitation for Bid #: 10-IFB-008098

Fresh Fruits and Vegetables

Date Issued: March 1, 2019

Bid Opening Date: March 13, 2019

At 3:00 PM DST

Direct all inquiries concerning this IFB to:

Walter Davis

Purchasing Agent

Email: walter.davis@ncagr.gov

Phone: (919) 707-3055



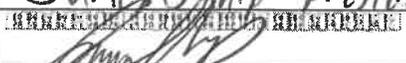
STATE OF NORTH CAROLINA
Department of Agriculture and Consumer Services

Refer <u>ALL</u> Inquiries regarding this IFB to: Walter Davis, Purchasing Agent Email: walter.davis@ncagr.gov Phone: 919-707-3055 Fax: 919-733-1048	Invitation for Bids #10-IFB-008098
	Bids will be publicly opened: March 13, 2019; 3:00 PM DST
	Contract Type: Agency Specific
	Commodity No. and Description: 390-84 - Fresh Fruits and Vegetables
	Using Agency: NCDA&CS; Food Distribution

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Vendor certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR: <i>North Carolina Farm to School Cooperative</i>		
STREET ADDRESS: <i>7802 Sadie Road</i>	P.O. BOX:	ZIP: <i>27942</i>
CITY & STATE & ZIP: <i>Kearly NC</i>	TELEPHONE NUMBER: <i>252-237-1260</i>	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: <i>James Sharp, President</i>	FAX NUMBER: <i>252-237-6133</i>	
	DATE: <i>3-11-19</i>	E-MAIL: <i>jsharp@freshpik.com</i>

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: _____ days. After this date, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of NCDA&CS and Contract shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____ (Authorized Representative of NCDA&CS).
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Vendor: _____



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1.0 PURPOSE AND BACKGROUND

The Department of Agriculture and Consumer Services, Food Distribution Division on behalf of NC Public Schools, is soliciting quotes to provide quality fresh fruits and vegetable produce to North Carolina Schools.

The North Carolina Farm to School Program was formed in 1997 by the N.C. Department of Agriculture & Consumer Services (NCDA&CS) Food Distribution and Marketing divisions and the U.S. Department of Defense Produce Merchandising Office (DOD) to develop a system for North Carolina schools across the state to receive fresh produce grown by local farmers.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BIDS DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

2.2 E-PROCUREMENT SOLICITATION

ATTENTION: This is NOT an E-Procurement solicitation. Paragraph #16 of Attachment D: North Carolina General Contract Terms and Conditions, paragraphs (b) and (c), do not apply to this solicitation.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB, and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB (including proposed alternate language), those **must** be submitted as questions in accordance with the instructions in Section 2.5. BID QUESTIONS. If the State determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for post-contract negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. **By execution and delivery of a bid in response to this IFB, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to circumvent, this bid as nonresponsive. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this IFB, about whether specific language proposed as a modification is acceptable to or will be considered by the State. Identification of objections or exceptions to the State's terms and conditions in the bid itself shall not be allowed and shall be disregarded or the bid rejected.

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB or in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.

2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	March 1, 2019
Submit Written Questions	Vendor	March 6, 2019; 3:00 PM DST
Provide Responses to Questions	State	March 8, 2019; 3:00 PM DST
Submit Bids	Vendor	March 13, 2019; 3:00 PM DST

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to walter.davis@ncagr.gov by the date and time specified above. Vendors will enter "10-IFB #008098 – Questions" as the subject for the email. Questions submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise concerning this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein. Refer to Section 2.7 BID CONTENTS for details on required content of submitted bids.

MAILING ADDRESS FOR DELIVERY OF BID VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER
BID NUMBER: 10-IFB-008098 NCDA&CS Purchasing Attn: Walter Davis 1001 Mail Service Center Raleigh, NC 27699-1001	BID NUMBER: 10-IFB-008098 NCDA&CS Purchasing Attn: Walter Davis 2 West Edenton Street, Room 412 Raleigh, NC 27601

IMPORTANT NOTE: All bids shall be physically delivered to the office address listed above on or before the bid deadline in order to be considered timely, regardless of the method of delivery (including U.S. mail). **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the bid physically in this Office by the specified time and date of opening. The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity or service as described herein.

Bid Number: 10-IFB-008098**Vendor:** _____

Note that the U.S. Postal Service does not deliver mail to the specified office address but to the State's Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a bid. **Attempts to submit a bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to e-mail, in response to this IFB shall NOT be accepted.**

Vendors shall deliver one **(1) signed, original executed** bid response of its bid to the address identified in the table in this Section. Include only bids in response to this IFB in a sealed package. Address package and insert bid number as shown in the table in this Section.

Bids shall be marked on the outside of the sealed envelope with the Vendor's name, IFB number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package. Do not include bids for more than one solicitation in the same package.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a vendor's bid(s).

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing on this IFB periodically check the State's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and shall include an authorized signature where requested. Vendor response to this IFB shall include each of the following items and these items should be arranged in the following order:

- a) Completed and signed version of EXECUTION PAGE, along with the body of the IFB and signed receipt pages of any addenda released in conjunction with this IFB (if required to be returned).
- b) Completed version of ATTACHMENT A: PRICING FORM
- c) Completed and signed version of ATTACHMENT B: DESCRIPTION OF PRICE MATCH OPPORTUNITY AND CERTIFICATION
- d) ATTACHMENT C: INSTRUCTIONS TO VENDORS
- e) ATTACHMENT D: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- f) Completed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT G: SUPPLIER VENDOR INFORMATION
- i) Other completed sections or information the Vendor is required to provide as stated in this document.

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- b) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
- c) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- d) **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.

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Vendor: _____

- e) **CONTRACT ADMINISTRATOR:** Representative of NCDA&CS who will administer the contract for the State after award.
- f) **CONTRACT LEAD:** Representative of NCDA&CS identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State, and is the individual who will administer The Contract for the State.
- g) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request a Vendor to separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
- h) **IFB:** Invitation for Bids.
- i) **LOT:** A grouping of similar products within this IFB.
- j) **NCDA&CS:** North Carolina Department of Agriculture & Consumer Services
- k) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- l) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- m) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- n) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- o) **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture, Department of Commerce, Department of Cultural and Natural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Department of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
- p) **THE CONTRACT:** A contract resulting from or arising out of Vendor responses to this solicitation document.
- q) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids. Following award of a contract, the term refers to an entity receiving such an award.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

All qualified bids will be evaluated and award or awards will be based on the qualified bid(s) offering the lowest price that meets the requirements set out herein.

While the intent of this IFB is to award a Contract(s) to a single Vendor for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award any portion of the goods or services or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the State to do so.

North Carolina Price Match Opportunity: If a Vendor selected for award is determined by the State to have bid items that were not produced in North Carolina, all responsive bids will be reviewed to determine if any of them bid North Carolina-produced products. This opportunity arises when a Vendor offers North Carolina produced products at a price that is the lowest among all bids by qualified in-State resident Vendors and also is within five percent (5%) or

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\$10,000 (whichever is less) of the non-resident Vendor's overall lowest price. If such bid(s) are identified, the State will then determine whether any such bid falls within this range, and, if so, make a Contract award in accordance with the preference for North Carolina produced goods in G.S. 143-59. Please review Attachment B for a detailed explanation of this opportunity.

The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this IFB. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may, at the State's discretion, be disqualified from further evaluation or consideration.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers or relates to the content of Vendor's bid or qualifications, the contents of another Vendor's bid, another Vendor's qualifications or ability to perform the contract, or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless the State makes a written determination, in its discretion, that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. If a Vendor, its sub-contractor or supplier engage in any of the foregoing communications during the time that the solicitation is open (i.e., the issuance date of the procurement to the date of bid opening), such conduct shall constitute sufficient cause to disqualify the Vendor's bid. Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or general inquiries directed to the Contract Lead named in the IFB and regarding requirements of the IFB (prior to bid submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

The State shall review all Vendor responses to this IFB to confirm that each one complies with the specifications and requirements of the IFB.

- a) Bids are requested for the items as specified, or item(s) equivalent in design, function and performance. The State reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished on this bid may be used as a factor in determining the award of this contract.

The State will conduct an evaluation of Bids, as follows:

Bids will be received from each responsive Vendor in a sealed envelope or package.

All bids shall be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB, or as modified by a bid addendum.

At the date and time specified as the bid opening, the package containing the bids from each responding Vendor will be opened publicly and the name of the Vendor and bid's total cost will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At its option, the State may request clarifications, oral presentations or discussion with any or all Vendors in order to clarify or to amplify the materials presented in any part of the bid or requested in the IFB. Vendors are cautioned, however, that the State is not required to request presentations or other clarification—and often does

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not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested goods and services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

The State reserves the right to reject all original offers and request one or more of the Vendors submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the IFB have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all bids at any time if such rejection is deemed to be in the best interest of the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider—for purposes of evaluating proposed or actual contract performance outside of the United States and to ensure that any award will be in the best interest of the State—how that performance may affect or be affected by the following factors:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This Invitation for Bids serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract that results from this procurement. As such, all terms in the Invitation for Bids shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Invitation for Bids. Except as specifically stated in the Invitation for Bids, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the Department exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow

for the State to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

4.1 CONTRACT ADMINISTRATOR

Ted Fogleman, or designee, of the Food Distribution Division, is the contact person for the Department only after an award has been made. He may be reached at (919) 575-4490 or Ted.Fogleman@ncagr.gov.

4.2 CONTRACT TERM

This is an Agency Specific Term Contract beginning from date of award through May 31, 2019. Quantities are estimates and the State reserves the right to increase or decrease quantities as needed. No quantities are guaranteed. Only actual quantities utilized will be paid.

4.3 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: PRICING FORM and include in Bid.

4.4 INVOICES

Vendor shall invoice the Ordering Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices shall include detailed line item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

4.5 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

Vendors are requested to offer only comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the State's best interest.

4.6 TRANSPORTATION

The Vendor shall deliver Free-On-Board (FOB) Destination to one of the Food Distribution warehouses below with all transportation costs listed as a separate item. At the discretion of the Department, the items may be picked up from another predetermined location after award.

Salisbury Warehouse
160 Circle M Drive
Salisbury, NC 28147

Creedmoor Warehouse
2582 West Lyon Station Road
Creedmoor, NC 27522

4.7 QUANTITY

All product quantities listed in the IFB are estimates based on the State's historical and anticipated needs. The State shall not be obligated to purchase the amount represented by the estimated quantities contained herein or any other quantities.

4.8 INSURANCE

During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain insurance as per Paragraph 15 of the Terms and Conditions.

5.0 PRODUCT SPECIFICATIONS

5.1 FOOD DISTRIBUTION RESPONSIBILITIES

1. Notify the Vendor of the quantities 2-4 weeks in advance of the delivery.
2. Coordinating the delivery of fresh produce from the Vendor. Coordinating the pick-up of fresh produce if the Department makes the pick-up as described in 4.6.
3. The State reserves the right to modify pick-up dates, based on seasonality (if product comes in sooner or later than date stated in RFQ).
4. Schools shall have twenty-four (24) hours from time of delivery to report any problem to NCDA&CS. Will notify the vendor of any issues.
5. Invoicing to schools and payments to vendor.

5.2 VENDOR REQUIREMENTS

1. Vendor shall provide current proof of GAP third party audit with Bid, if applicable.
2. Vendor shall provide current proof of HACCP or HARPC third party audit with Bid, if applicable.

5.3 VENDOR RESPONSIBILITIES

1. All produce shipped to the Farm to School program will be required to have a USDA fruit and vegetable inspection, and meet the minimum grade of a US Number 1 prior to shipment.
2. NCDA&CS prefers "NC Goodness Grows" membership.
3. All produce is to be the current season's harvest unless otherwise noted in the description.
4. Product shall be identified by label indicating the farm from which it came. If the cases of the product do not have the name of the farm it came from, the product will be refused.
5. Product shall be held at the proper temperature as noted in product specifications to begin the cold chain and the cold chain shall not be broken.
6. Notification of quantities shall be provided to Vendor a minimum of two weeks and a maximum of four weeks before required delivery/pickup from the Vendor. NCDA&CS and NC Schools reserve the right to change the quantity of produce indicated herein within seventy-two (72) hours of delivery/pickup from Vendor with no change in the price offered.
7. In the event the Vendor is unable to fulfill the contract, notification shall be submitted to the NCDA&CS Marketing Specialist in table listed below immediately prior to delivery/pickup or by 12:00 noon on the day before scheduled delivery/pickup of the product.

Marketing Specialist	Commodities	Phone Number
Tommy Fleetwood	Broccoli crowns, romaine lettuce, collards, cabbage, kale	252-331-4773
Nick Augostini	Watermelons, cantaloupes, sprite melons	919-707-3125
Jack Ruff	Apples, tomatoes, apple slices, bagged blueberries, bagged grape tomatoes, Asian Pear, peaches	828-253-1691
Dexter Hill	Strawberries, blueberries	252-527-7125
Heather Barnes	Sweet potatoes	919-707-3127

- 8.
9. In the event of a product recall of a delivered item, the successful Vendor will immediately notify NCDA&CS Food Distribution.
10. The successful Vendor shall have produce delivered/picked up by designated date. If produce will be picked up, produce shall be ready at the pickup point designated by Food Distribution.
11. Exact quantities cannot be guaranteed by NCDA&CS at time of award. Quantities are our best estimates for the quarter. Schools will submit their orders after award.

5.4 DEVIATIONS

The nature of all deviations from the *Specifications and Requirements* listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the *Specifications and Requirements*, and the successful Vendor shall be held responsible to supply conforming goods. Deviations shall be explained in detail below or on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the General Contract Terms and Conditions in this section.

5.5

- a) Vendor warrants that qualified personnel shall provide all services that may be required under The Contract in a professional manner. "Professional manner" means that the personnel performing the services shall possess the skill and competence consistent with at least the prevailing business standards in the industry. Vendor agrees that it shall not enter any agreement with a third party that may abridge any rights of the State under The Contract. Vendor shall serve as the prime contractor under The Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder.
- b) If any goods, services, functions, or responsibilities not specifically described in The Contract are required for Vendor's proper performance, provision and delivery of the goods and services under The Contract, or are an inherent part of or necessary sub-requirement included within such goods and services, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the goods and services.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of The Contract; and that entering into The Contract is not prohibited by any contract, or an order by any court of competent jurisdiction.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the State a single point of contact for contract related issues and issues concerning performance, progress review, scheduling and any service required.

6.2 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State's Contract Lead for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under The Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other

remedies available under The Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.3 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

6.4 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

Attachments to this IFB begin on the next page.

ATTACHMENT A: PRICING

Vendor is a member of "NC Goodness Grows" [check applicable box]

YES NO

FURNISH AND DELIVER:

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1.	<p><u>Broccoli Crowns</u></p> <p><u>Packed:</u> Fresh crowns, top iced, eighteen (18) pound case.</p> <p><u>Quality:</u> US No. 1, handling temperatures 32 degrees F from harvest to final destination.</p> <p><u>Delivery/Pickup:</u> Broccoli crowns, <u>700</u> cases on <u>May 5, 2019.</u></p> <p><u>Delivery/Pickup:</u> Broccoli crowns, <u>400</u> cases on <u>May 11, 2019.</u></p> <p><u>Delivery/Pickup:</u> Broccoli crowns, <u>400</u> cases on <u>May 19, 2019.</u></p>	1,500	Cases	\$ <u>20²⁵</u>	\$ <u>30,375⁰⁰</u>
2.	<p><u>Romaine lettuce</u></p> <p><u>Packed:</u> 24 heads per box.</p> <p><u>Quality:</u> US No. 1, stored at 40 degrees.</p> <p><u>Delivery/Pickup:</u> Romaine, <u>500</u> boxes on <u>April 21, 2019.</u></p> <p><u>Delivery/Pickup:</u> Romaine, <u>300</u> boxes on <u>April 28, 2019.</u></p> <p><u>Delivery/Pickup:</u> Romaine, <u>300</u> boxes on <u>May 5, 2019.</u></p> <p><u>Delivery/Pickup:</u> Romaine, <u>300</u> boxes on <u>May 11, 2019.</u></p> <p><u>Delivery/Pickup:</u> Romaine, <u>300</u> boxes on <u>May 19, 2019.</u></p>	1,700	Boxes	\$ <u>14⁵⁰</u>	\$ <u>24,650⁰⁰</u>
3.	<p><u>Strawberries</u></p> <p><u>Packed:</u> 8/one- pound clam shells per flat.</p> <p><u>Quality:</u> Variety will be anything but a Sweet Charlie, US No.1, picked ripe, handling temperatures 34-38 degrees F. from harvest to final destination.</p> <p><u>Delivery/Pickup:</u> Strawberries, <u>4000</u> flats on <u>April 14, 2019 and April 16, 2019.</u></p>	27,100	Flats	\$ <u>14⁷⁵</u>	\$ <u>399,725⁰⁰</u>

	<p><u>Delivery/Pickup:</u> Strawberries, 1400 flats on <u>April 22, 2019 and April 23, 2019.</u></p> <p><u>Delivery/Pickup:</u> Strawberries, 5800 flats on <u>April 28, 2019 and April 30, 2019.</u></p> <p><u>Delivery/Pickup:</u> Strawberries, 6400 flats on <u>May 5, 2019 and May 7, 2019.</u></p> <p><u>Delivery/Pickup:</u> Strawberries, 5500 flats on <u>May 11, 2019 and May 14, 2019.</u></p> <p><u>Delivery/Pickup:</u> Strawberries, 4000 flats on <u>May 19, 2019 and May 21, 2019.</u></p>				
4.	<p>Blueberries (Clam Shell)</p> <p>Packed: Twelve (12)/one pint clam shells per flat.</p> <p>Quality: US No.1, handling temperatures 34-38 degrees F. from harvest to final destination. Blueberries must be as fresh as possible.</p> <p><u>Delivery/Pickup:</u> Blueberries, 400 flats on <u>May 19, 2019.</u></p> <p><u>Delivery/Pickup:</u> Blueberries, 200 flats on <u>May 31, 2019.</u></p>	600	Flats	\$ <u>24¹⁵</u>	\$ <u>14,850</u>

TOTAL ALL PRODUCTS					\$ <u>469,600⁰⁰</u>
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ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
5.	<p>SHIPPING COSTS</p> <p>For evaluation purposes, please state one-time delivery cost for all items for dates listed.</p>	1	Dollars	<p>April 14, 2019</p> <p>April 14, 2019</p> <p>April 21, 2019</p> <p>April 23, 2019</p> <p>April 28, 2019</p> <p>April 30, 2019</p> <p>May 5, 2019</p> <p>May 7, 2019</p> <p>May 11, 2019</p>	<p>\$ <u>209⁰⁰</u></p> <p>\$ <u>90⁰⁰</u></p> <p>\$ <u>110⁰⁰</u></p> <p>\$ <u>90⁰⁰</u></p> <p>\$ <u>209⁰⁰</u></p> <p>\$ <u>140⁰⁰</u></p> <p>\$ <u>159⁰⁰</u></p> <p>\$ <u>140⁰⁰</u></p>

				May 14, 2019	\$ <u>90⁰⁰</u>
				May 19, 2019	\$ <u>209⁰⁰</u>
				May 21, 2019	\$ <u>90⁰⁰</u>
				May 31, 2019	\$ <u>90⁰⁰</u>
TOTAL SHIPPING					\$ <u>1,626⁰⁰</u>

TOTAL ALL PRODUCTS	\$ <u>469,600⁰⁰</u>
TOTAL ALL SHIPPING	\$ <u>1,626⁰⁰</u>
GRAND TOTAL	\$ <u>471,226⁰⁰</u>

ATTACHMENT B: DESCRIPTION OF PRICE MATCH OPPORTUNITY AND CERTIFICATION

VENDORS OF NORTH CAROLINA-PRODUCED PRODUCTS TAKE NOTE:

Pursuant to North Carolina General Statute §143-59, a Vendor offering North Carolina produced products may receive an opportunity to obtain an award by agreeing to match the final price(s) of the lowest Vendor on a Contract for the purchase of goods, if that lowest price is offered by a Vendor offering non-North Carolina produced items. This opportunity arises when a Vendor of North Carolina products offers a price that is the lowest among all bids by qualified Vendors of North Carolina products and also is within five percent (5%) or \$10,000 (whichever is less) of the non-North Carolina product Vendor's overall lowest price. This price-match opportunity applies to a Contract awarded under this solicitation.

In order to qualify for this preference, a Vendor of North Carolina products shall: (1) request the price-match opportunity by marking the appropriate checkbox, below; (2) provide all information requested; and (3) complete and sign the "Vendor's Certification for Price-Matching Preference" (hereinafter the "Certification") included at the end of this Section. The Certification may not be submitted after the public opening of the bids. By executing the Certification, the Vendor affirms that the information provided is accurate and agrees to provide any additional information or documentation, if requested by the State, that will confirm the above certification and statements within five (5) business days of request.

Requesting a price-match opportunity below does not require any resident Vendor to match the lowest price in the event a Vendor qualifies for receiving the opportunity.

The State will evaluate the bids in accordance with the award criteria stated in this IFB to determine the lowest Vendor meeting the requirements of the IFB without regard to the origin of any Vendor's products. If the Vendor with the lowest price offers North Carolina resident produce, then no consideration of the price-matching procedure is necessary. If the lowest bid by a Vendor meeting all requirements was submitted by a Vendor offering non-North Carolina products and there are no North Carolina product Vendors that submitted a price bid that was within 5% or \$10,000 of the lowest Vendor's price, then none of the North Carolina product Vendors qualify for the price-matching opportunity and no review of a Vendor's Certification of North Carolina product origin is required.

If the lowest price bid by a Vendor meeting requirements was submitted by a Vendor of non-North Carolina products and there are one or more Vendors of North Carolina products that submitted a price bid that was within 5% or \$10,000 of the apparent low bidder's Vendor's price, then the State will determine if the North Carolina product Vendor has requested a price-matching opportunity, review the Certification(s) of the Vendor(s) of State products to determine whether those Vendors have properly executed the Certification and ensure that the information and documentation provided in or with the Certification or otherwise submitted to the State supports the Vendor(s) qualification to exercise the price-match opportunity. The State may seek clarification of the Certification and/or information in a Vendor's Certification and request additional information and documentation, if needed. If any such Vendor's award is challenged in a bid protest based on the accuracy of that Vendor's claim of qualification for the price-matching, the Vendor shall provide additional information and/or documents to the State within five (5) business days of receiving a request from the State for such information and/or documentation, or its award shall be subject to cancellation.

Pursuant to G.S. §132-1.1, §105-259(b) and Paragraph 12 of the Instructions to Vendors, the State is prohibited from making public disclosure of the Vendor's information and documents submitted claimed to be confidential (subject to those exceptions set out in G.S. §105-259(b)), and the State shall preserve the confidentiality of that information and/or documents received in response to a request for clarification or to resolve a bid protest challenging a Vendor's qualification for the price-matching opportunity in accordance with applicable law. In order to further preserve the confidentiality of any Vendor's information and documentation provided to the State, the Vendor shall comply with Paragraph 14 of the Instructions to Vendors and mark "CONFIDENTIAL" at the top and bottom of each page of such information and documentation. After review of all relevant material, the State shall include in its recommendation for award a finding that the Vendor(s) is or is not qualified for the price-matching opportunity.

If more than one Vendor of North Carolina products qualifies for the price-matching opportunity, then the State will prioritize the qualified Vendors according to the prices bid, from lowest to highest, so that the qualified Vendor of North Carolina products that submitted the lowest bid receives the first opportunity to match the bid price of the lowest Vendor of out-of-State products that met all IFB requirements. If the lowest qualified North Carolina product Vendor that met all IFB requirements declines to accept Contract award by meeting the lowest price, then the Contract will be offered to the next lowest qualified North Carolina Vendor meeting all IFB requirements and continue in this manner until either a qualified Vendor of State products agrees to match the lowest price bid or the award is made to a Vendor of out-of-State products.

If two Vendors qualify for the price-matching opportunity, and both offer the same price, then the State may: (1) consider the information provided in those Vendors' Certifications or publicly available information to determine with which Vendor the Contract award would have a greater impact of stimulating or sustaining the North Carolina economy and/or is most likely to create or preserve State jobs; (2) seek clarification from the Vendors to ascertain the impact on their respective businesses if offered the award of the Contract; or (3) utilize any other approved method of deciding between equal bids.

If a Vendor requests and qualifies for the price-matching opportunity, that Vendor will be notified of its opportunity to agree to match the lowest price and receive Contract award, and it will have two (2) business days from the date and time of such notification to indicate its response, either agreeing or declining to match the price of the lowest responsible Vendor of non-State products price and receive the Contract award based on that price match. If the IFB requests bids on alternative items or quantities, then the price match shall apply to the actual alternative chosen by the State.

If at any time during or after the procurement process (including but not limited to clarifications and resolution of bid protests) the State determines that: any certifications or information in the Certification is false, substantially inaccurate, materially misleading or that the Vendor failed to provide, within the specified time period, any additional information requested, then the State may:

- (1) Cancel any award, Contract and/or purchase order that was awarded to such Vendor based on the price-matching preference, and that Vendor shall be liable for all costs incurred as a result of the cancellation, including any increased costs the State may incur as a result of awarding the Contract to another Vendor;
- (2) Bar the Vendor from all price-matching opportunities in future State procurements for a period of time not to exceed three (3) years;
- (3) Take action against the Vendor under the False Claims Act, G.S. §1-605 through §1-617, inclusive, for submitting a false Certification for the price-matching opportunity with this solicitation (including but not limited to treble damages and civil penalties); and/or
- (4) Debar Vendor from doing business with the State of North Carolina for a period of time not to exceed three years, as determined by the State. Any such debarment period shall not begin to run until all damages, costs and penalties as may be assessed against such Vendor have been fully paid.

ALL VENDORS SHALL ANSWER QUESTION #1. A VENDOR OF NORTH CAROLINA PRODUCTS REQUESTING A PRICE-MATCHING OPPORTUNITY SHALL ANSWER BOTH QUESTIONS:

- 1. Vendor is offering North Carolina products as defined in G.S. §143-59? YES NO
- 2. Vendor requests a price-matching opportunity? YES NO

A Vendor will not be offered a price-match opportunity unless it answers both questions affirmatively.

PRICE-MATCHING OPPORTUNITY

NOTICE: The Price-Matching Opportunity will only be given to Vendors that fully complete this affidavit and demonstrate their qualifications for the Price-Matching Preference through the certification and information provided in this affidavit and any other required information.

Affidavit of NC Farm to School Cooperative, INC (name of Vendor, hereinafter the "Vendor").

The undersigned hereby certifies, under penalty of perjury that he or she has read this certification, that all information provided and items checked, above, is true and accurate, and that he or she is an officer, member, partner, owner or such managing employee of the Vendor (the "Authorized Representative") that is authorized to execute this affidavit and to bind the Vendor to the certifications, statements and agreements herein.

Name of Authorized Representative: James Sharp

Signature: [Handwritten Signature]

Title: President Date: 3-11-19

ATTACHMENT C: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this IFB document.
2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting bids.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to sign the Execution Page (numbered page 1 of the IFB) in the indicated space will render bid non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this IFB; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT D: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT C: INSTRUCTIONS TO VENDORS; (5) ATTACHMENT A: PRICING, and (6) Vendor's Bid.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each Vendor shall submit with its bid any sketches, descriptive literature and/or complete specifications covering the products and services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a bid without further consideration.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
9. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.

10. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
- All copies of the bid are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
11. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.
12. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any bid from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the bid of a vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.
13. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.
14. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its bid that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
15. **PROTEST PROCEDURES:** When a Vendor wishes to protest the award of The Contract awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least \$25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than \$25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to

Bid Number: 10-IFB-008098

Vendor: _____

specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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ATTACHMENT D: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under The Contract, the State shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverable items under The Contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of The Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.

In the event of default by the Vendor, the State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under The Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, immediately terminate The Contract for cause, and may take action to debar the Vendor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or services offered prior to their delivery, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b) The agency(ies) participating in The Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
 - c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

Bid Number: 10-IFB-008098

Vendor: _____

7. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
9. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.
10. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing **60** days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.
11. **ADVERTISING:** Vendor agrees not to use the existence of The Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.
12. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to The Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).
13. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

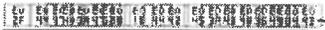
However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

- a) Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b) Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

14. INSURANCE:

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a)  The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.

- b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an

occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.

c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

15. GENERAL INDEMNITY: The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor goods or services to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

16. ELECTRONIC PROCUREMENT:

a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

b) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF ALL GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.

c) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. Pursuant to G.S. 147-86.23, the Service will charge interest and late payment penalties on past due balances. Interest shall be charged at the rate set by the Secretary of Revenue pursuant to G.S. 105-241.21 as of the date the balances are past due. The late-payment penalty will be ten percent (10%) of the account receivable. Within thirty (30) days of the receipt of invoice, Vendor may dispute in writing the accuracy of an

Bid Number: 10-IFB-008098

Vendor: _____

invoice. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

e) Vendor shall at all times maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

VENDOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ANY SUB-CONTRACTOR OR DEALER INVOLVED IN PERFORMANCE UNDER THIS CONTRACT IN THE EVENT THAT SUCH SUB-CONTRACTOR OR DEALER DEFAULTS ON PAYMENT.

17. **SUBCONTRACTING:** Performance under The Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise indicated, acceptance of a Vendor's bid shall include approval to use the subcontractor(s) that have been specified therein in accordance with paragraph 21 of Attachment C: Instructions to Vendor.
18. **CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the State.
19. **CARE OF PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it by the State for use in connection with the performance of The Contract or purchased by or for the State for The Contract, and Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.
20. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such the performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State contract to a location outside of the United States.

21. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
22. **ENTIRE AGREEMENT:** This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any addenda hereto, and the Vendor's bid are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

- 23. **ELECTRONIC RECORDS:** The State will digitize all Vendor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record, and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."
- 24. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.
- 25. **NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
- 26. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 27. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.

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ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Vendor shall complete items a) and b) below.

a) Will any work under this Contract be performed outside the United States? YES NO

If the Vendor answered "YES" above, Vendor shall complete items 1 and 2 below:

1. List the location(s) outside the United States where work under The Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) Vendor shall identify all U.S. locations at which performance will occur:

North Carolina Only

Vendor shall provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract shall disclose to inbound callers the location from which the call or contact center services are being provided.

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ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: NC Farm to School Cooperative, INC

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: 12-31 (If no audit within past 18 months, explain reason below)

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current on all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

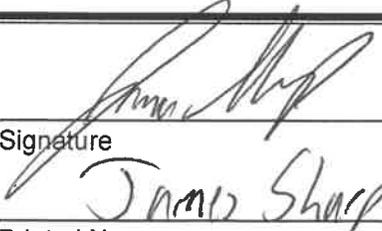
The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of The Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below:

<hr/>	
	<u>3-11-19</u>
Signature	Date
<u>James Sharp</u>	<u>President</u>
Printed Name	Title

[This Certification must be signed by an individual authorized to bind the Vendor]

ATTACHMENT G: SUPPLEMENTAL VENDOR INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this IFB. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

a) Is Vendor a Historically Underutilized Business? Yes No

b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? Yes No

If so, state HUB classification: _____

SUSTAINABILITY

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost effective.

Do the items offered have any recycled content? Yes No

If yes, what is the post-consumer recycled content? _____% What is the total recycled content? _____%

Other sustainable properties:



GGN: 4052852933513

GLOBALG.A.P. CERTIFICATE

According to GLOBALG.A.P.
Integrated Farm Assurance General Regulations Version 5.1_July 2017
GLOBALG.A.P IFA Control Points and Compliance Criteria (CPCC)
5.1_July 2017

Option1

The Annex contains details of the production management units/product handling units included in the scope of this certificate

Issued to
American Blueberries
3500 HWY 133, Rocky Point, NC, United States
Country of Production - United States

The Certification Body, Scientific Certification Systems declares that the production products mentioned on this certificate has been found compliant in accordance with the standard:

Product(s)	Certificate#	Harvest Included	Product Handling	Parallel Production	Parallel Ownership
Blackberries	00063-PXTLN-0002	Yes	Yes	No	No
Blueberries	00063-PXTLK-0002	Yes	Yes	No	No
Strawberries	00063-PXTLF-0002	Yes	Yes	No	No

Date of Issuing: 15 June 2018

Valid from: 6 August 2018

6/8/2018

Valid to: 5 August 2019

5/8/2019

Date of Certification Decision: 15 June 2018

Authorized by

Eric Harris, Managing Director, FA
2000 Powell Street, Ste 600, Emeryville, CA 94608



Production Sites

GGN: 4052852933513

Product(s)	Certificate#	Parallel Production	Location
Blackberries	00063-PXTLN-0002	No	8925 Rogers Farm: US HWY 133, Rocky Point, North Carolina
Blueberries	00063-PXTLK-0002	No	8895 Rogers Farm US HWY 133, Rocky Point, North Carolina
Strawberries	00063-PXTLF-0002	No	5069 Rogers Farm: Hwy 133 Rocky Point NC 28457 Taylor Farm 5055: 1691 Clarks Landing Rd. Rocky Point NC 28457

Product Handling Units (PHU's)

Product(s)	Certificate#	Parallel Ownership	Location
Blackberries, Blueberries, Strawberries	00063-PXTLN-0002 00063-PXTLK-0002 00063-PXTLF-0002	No	3500 NCHWY 133 Rocky Point NC 28457

PRIMUSGFS AUDIT NUMBER: 92977
CB REGISTRATION No.: PA-PGFS-2489
AUDIT DATE: Jun 27, 2016

Revision 1



CERTIFICATE

Issued to:

ORGANIZATION

Patterson Farms, Inc.

3050 Millbridge Rd. China Grove, North Carolina 28023, United States

OPERATION

A-Farm

3060 Millbridge Rd. China Grove, North Carolina 28023, United States
Operation type: RANCH

PRELIMINARY AUDIT SCORE:

96%

CERTIFICATE VALID FROM:

Jul 27, 2016 To Jul 26, 2017

FINAL AUDIT SCORE:

97%

Primus Auditing Operations certifies that this operation has complied with the applicable requirements of PrimusGFS Version 2.1-2
See subsequent certificate page(s) for scope details



ANSI Accredited Program
PERSONNEL CERTIFICATION

CR No. 1183



Primus Auditing Operations | 1259 Funukawa Way | Santa Maria

California 93458 United States

PrimusGFSadmin@primusaudioingops.com | 805.623.5563 |

805.352.1364

Authorized by:
President
Javier Sollozo

PRIMUSGFS AUDIT NUMBER: 92977
CB REGISTRATION No.: PA-PGFS-2489
AUDIT DATE: Jun 27, 2016

Revision 1

primus *GFS*™

**CERTIFICATE VALID FROM:
Jul 27, 2016 To Jul 26, 2017**

AUDIT SCOPE:

Audit of the Good Agricultural Practices of the 53 acre conventional operation with cucumbers, bell peppers and tomatoes present at the time of the audit. Water is sourced from a pond and delivered to the crop through drip irrigation. Approximately 40 farm workers for planting and growing the crops. Ranch is in operation April- October.

PRODUCTS:

PRODUCT(S) OBSERVED DURING AUDIT

Cucumbers, Peppers, Tomatoes

SIMILAR PRODUCT(S)/PROCESS(S) NOT OBSERVED

Strawberries, Watermelons

GLOBALG.A.P.



#1124
ISO/IEC 17065
Product Certification Body

GGN: 4052852579124

Registration number: QCS-CR-FV-0098

Certificate of Conformity
According to GLOBALG.A.P. General Regulations
Version 5.1 July 2017
Control Points and Compliance Criteria
PRODUCE SAFETY STANDARD
Version 4.0-2 July 2013 – Interpretation Guideline The USA
Option 1 – Individual Multisite Producer

Issued to

Cottle Farms

2669 W NC Hwy. 403, Faison, North Carolina 28341

Country of Production: USA

Quality Certification Services declares that the production of the products mentioned on this certificate has been found to be compliant in accordance with the standard mentioned in this certificate.

Product	GLOBALG.A.P. Product Certificate Number	Harvest included	Product handling included	Parallel Production	Parallel Ownership
Aubergines (Eggplant)	00065-PTXFT-0002	Yes	No	No	No
Blackberries	00065-PTXHX-0002	Yes	In-Field	No	No
Blueberries	00065-PTXHN-0002	Yes	No	No	No
Capsicums (Peppers/Chilies)	00065-PTXHT-0002	Yes	No	No	No
Cucumbers	00065-PTXHF-0002	Yes	No	No	No
Grapes (Table)	00065-PTXFN-0002	Yes	In-Field	No	No
Melons (Cantaloupe)	00065-PTXFK-0002	Yes	No	No	No
Squashes	00065-PTXHK-0002	Yes	In-Field	No	No
Strawberries	00065-PTXFX-0002	Yes	In-Field	No	No
Tomatoes	00065-PTXFF-0002	Yes	No	No	No

Valid from: 13/July/2018

Valid to: 19/June/2019

Certification Decision: 13/July/2018

Authorized by:

RAMKRISHNAN BALASUBRAMANIAN
Chief Operating Officer

The current status of this certificate is always displayed at: <http://www.globalgap.org/search>.

Date of Issuing: 17/August/2018

Page 1 of 1

Quality Certification Services, PO Box 12311, Gainesville, FL 32604, USA (Email: FSGAP@gcsinfo.org)
01-03-15-06, V1, R4, 8/22/17



United States Department of Agriculture

This is to verify that

Fresh-Pik Produce, Inc.

Kenly, North Carolina

has successfully met USDA's acceptance criteria of the voluntary

Produce GAPs Harmonized Field Operations and Harvesting Audit

Collard Greens, Corn, Lettuce, Strawberries

A handwritten signature in black ink, appearing to read "K. Stevens".

Chief, Audit Services Branch

Audit ID: 22013

4/25/2018



GGN: 4050373867133

GLOBALG.A.P. CERTIFICATE

According to GLOBALG.A.P.®
General Regulations Version 5.1_JULY17

Option 1 – individual producer
Issued to

Jackson Farming Company

3171 Ernest Williams Rd
Autryville, NC
United States

Perry Johnson Registrars Food Safety, Inc. declares that the production of the products mentioned on this certificate has been found to be compliant in accordance with the standard:

GLOBALG.A.P. Control Points and Compliance Criteria Integrated Farm Assurance Version 5.1_JULY17

Product	GLOBALG.A.P. Product Certificate No.	Number of Producers/Production Sites	Harvest Included	Product Handling included	Parallel Production	Parallel Ownership
Watermelon	00068-TXNLK-0002	1	Yes	Yes	No	No
Sweet Potato	00068-TXNLK-0002	1	Yes	Yes	No	No
Melons/ Cantaloupe	00068-TXNLK-0002	1	Yes	Yes	No	No
Strawberry	00068-TXNLK-0002	1	Yes	Yes	No	No
Broccoli	00068-TXNLK-0002	1	Yes	Yes	No	No

Date of Issuing (printing date of certificate): 07/30/2018

Authorized by

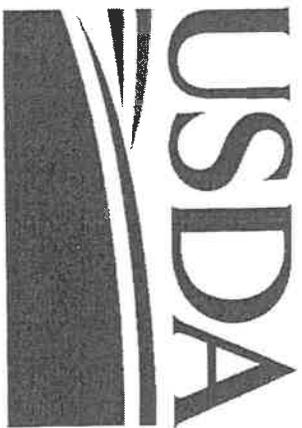
Valid from: 07/30/2018

Valid to: 07/29/2019

TERRY BOBOIGE

Date of certification decision:
07/30/2018

The current status of this certificate is always displayed at: <http://www.globalgap.org/search>



United States Department of Agriculture

This is to verify that

T.C. Smith Produce Farm, Inc.
Seven Springs, North Carolina

has successfully met USDA's acceptance criteria of the voluntary

Produce GAPs Harmonized Field Operations and Harvesting Audit

Asparagus, Broccoli, Cabbage, Collard Greens, Kale, Peas, Potatoes, Strawberries, Various Vegetables

A handwritten signature in black ink, appearing to read "R. G. Stevens".

Chief, Audit Services Branch

Audit ID: 23169

5/18/2018