

# **STATE OF NORTH CAROLINA**

**Department of Agriculture and Consumer Services**

**Invitation for Bid #: 10-IFB-651074569-KMM**

**Food Items for NC Farm School Program**

**Date Issued: March 23, 2023**

**Bid Opening Date: April 3, 2023**

**At 2:00 PM ET**

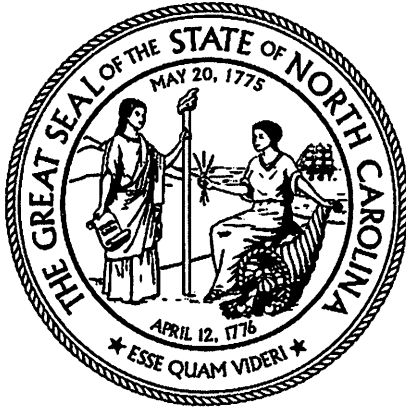
**Direct all inquiries concerning this IFB to:**

**Karen Moore**

**Procurement Manager**

**Email: [karen.moore@ncagr.gov](mailto:karen.moore@ncagr.gov)**

**Phone: 919-707-3065**



## STATE OF NORTH CAROLINA

### Invitation for Bids #

**10-IFB-651074569-KMM**

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential, before the procurement file is made available for public inspection.**

**This page shall be filled out and returned with your bid.  
Failure to do so may subject your bid to rejection.**

### NC Farm to School Cooperative

Vendor Name

400311

Vendor eVP#

**Note:** For your bid to be considered, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at

<https://vendor.ncgov.com/vendor/login>

THE STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NC Farm to School Cooperative**

19904

\_\_\_\_\_

**STATE OF NORTH CAROLINA**  
**Department of Agriculture and Consumer Services**

Refer <u>ALL</u> Inquiries regarding this IFB to: Karen Moore, Procurement Manager	Invitation for Bids # 10-IFB-651074569-KMM
	Bids will be publicly opened: April 3, 2023, at 2:00 PM ET
Using Agency: NCD&CS Food Distribution	Commodity No. and Description: 504000 Fresh Vegetables
Requisition No.: N/A	

**EXECUTION**

In compliance with this Invitation for Bids (IFB), 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 understands that false certification is a Class I felony and 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
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

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.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS**. These documents can be accessed from the Ariba Sourcing Tool.

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

COMPLETE/FORMAL NAME OF VENDOR: <i>NC Farm to School Cooperative</i>		
STREET ADDRESS: <i>7802 Sadie Rd Kenly NC</i>	P.O. BOX:	ZIP: <i>27542</i>
CITY & STATE & ZIP:	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): <i>James Sharp President</i>		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: <i>James Sharp President</i>	FAX NUMBER: <i>252-237-6133</i>	
VENDOR'S AUTHORIZED SIGNATURE: <i>James Sharp</i>	DATE: <i>3-28-23</i>	E-MAIL: <i>jsharp@freshpik.com</i>

**NC Farm to School Cooperative**

Bid Number: 10-IFB-651074569-KMM

Vendor: \_\_\_\_\_

**VALIDITY PERIOD**

Offer shall be valid for at least 60 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**BID ACCEPTANCE**

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on the attached certification, by \_\_\_\_\_  
(Authorized Representative of Department of Agriculture and Consumer Services)

**NC Farm to School Cooperative**

Approved by the Board of Directors

Effective Date: \_\_\_\_\_

This document is a template for a Farm to School Cooperative. It is intended to be used as a guide for developing a cooperative that will support the local food system and provide fresh, healthy food for schools.

The cooperative will be a not-for-profit organization that will be owned and operated by the participating schools and farmers. The cooperative will be responsible for purchasing, distributing, and marketing fresh, healthy food to the schools.

The cooperative will be a 501(c)(3) organization and will be subject to the laws and regulations of the state of North Carolina. The cooperative will be governed by a board of directors consisting of representatives from the participating schools and farmers.

The cooperative will be responsible for developing and implementing a business plan that will ensure the cooperative's financial sustainability. The cooperative will also be responsible for developing and implementing a marketing plan that will ensure that the fresh, healthy food is available to the schools.

The cooperative will be responsible for developing and implementing a quality control program that will ensure that the fresh, healthy food is safe and of high quality. The cooperative will also be responsible for developing and implementing a food safety program that will ensure that the fresh, healthy food is handled and stored properly.

The cooperative will be responsible for developing and implementing a community outreach program that will educate the schools and the community about the benefits of fresh, healthy food. The cooperative will also be responsible for developing and implementing a program that will provide training and technical assistance to the participating schools and farmers.

The cooperative will be responsible for developing and implementing a program that will provide financial support to the participating schools and farmers. The cooperative will also be responsible for developing and implementing a program that will provide technical assistance to the participating schools and farmers.

The cooperative will be responsible for developing and implementing a program that will provide marketing support to the participating schools and farmers. The cooperative will also be responsible for developing and implementing a program that will provide technical assistance to the participating schools and farmers.

The cooperative will be responsible for developing and implementing a program that will provide financial support to the participating schools and farmers. The cooperative will also be responsible for developing and implementing a program that will provide technical assistance to the participating schools and farmers.

The cooperative will be responsible for developing and implementing a program that will provide marketing support to the participating schools and farmers. The cooperative will also be responsible for developing and implementing a program that will provide technical assistance to the participating schools and farmers.

- 1.0 PURPOSE AND BACKGROUND ..... 5**
  - 1.1 CONTRACT TERM..... 5
- 2.0 GENERAL INFORMATION ..... 5**
  - 2.1 INVITATION FOR BID DOCUMENT..... 5
  - 2.2 E-PROCUREMENT FEE ..... 5
  - 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS ..... 5
  - 2.4 IFB SCHEDULE ..... 6
  - 2.5 BID QUESTIONS ..... 6
  - 2.6 BID SUBMITTAL ..... 6
  - 2.7 BID CONTENTS..... 7
  - 2.8 ALTERNATE BIDS ..... 7
  - 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS..... 7
- 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS..... 8**
  - 3.1 METHOD OF AWARD..... 8
  - 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION..... 8
  - 3.3 BID EVALUATION PROCESS..... 9
  - 3.4 PERFORMANCE OUTSIDE THE UNITED STATES ..... 9
  - 3.5 INTERPRETATION OF TERMS AND PHRASES..... 9
- 4.0 REQUIREMENTS..... 10**
  - 4.1 PRICING ..... 10
  - 4.2 ESTIMATED QUANTITIES..... 10
  - 4.3 PRODUCT IDENTIFICATION..... 10
  - 4.4 TRANSPORTATION AND IDENTIFICATION ..... 10
  - 4.5 CONTRACT ADMINISTRATOR ..... 10
  - 4.6 HUB PARTICIPATION..... 11
  - 4.7 REFERENCES ..... 11
  - 4.8 VENDOR’S REPRESENTATIONS ..... 11
  - 4.9 FINANCIAL STABILITY ..... 11
  - 4.10 INSURANCE ..... 11
- 5.0 PRODUCT SPECIFICATIONS ..... 12**
  - 5.1 SPECIFICATIONS..... 12
  - FOOD DISTRIBUTION RESPONSIBILITES..... 12**
  - 5.2 VENDOR REQUIREMENTS..... 12**
  - 5.3 VENDOR RESPONSIBILITIES ..... 12**
  - 5.4 DEVIATIONS..... 13
- 6.0 CONTRACT ADMINISTRATION..... 14**
  - 6.1 PROJECT MANAGER AND CUSTOMER SERVICE..... 14
  - 6.2 POST AWARD PROJECT REVIEW MEETINGS..... 14
  - 6.3 CONTINUOUS IMPROVEMENT ..... 14
  - 6.4 INVOICES ..... 14
  - 6.5 DISPUTE RESOLUTION..... 14
  - 6.8 PRODUCT RECALL ..... 14





Bid Number: 10-IFB-651074569-KMM

Vendor: NC Farm to School Cooperative

6.9	PRICE ADJUSTMENTS .....	14
6.10	CONTRACT CHANGES .....	15
6.11	ATTACHMENTS.....	15
<b>ATTACHMENT A: PRICING FORM .....</b>		<b>16</b>

NC Farm to School Cooperative

...  
...  
...  
...  
...

## 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 vegetables, frozen fruits, and frozen meat 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 as well other food items.

The intent of this solicitation is to award an Agency Specific Contract. The intent of this solicitation is to award an Agency Specific Contract.

### 1.1 CONTRACT TERM

This is an Agency Specific Term Contract beginning on the date of contract execution (the "Effective Date") through May 23, 2023.

In addition, the State reserves the right to extend a contract term after the last active term.

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 BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

### 2.2 E-PROCUREMENT FEE

**ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

#### **What is the Ariba Network?**

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

### 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General 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 also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of 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 later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process or negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to

Bid Number: 10-IFB-651074569-KMM

Vendor: \_\_\_\_\_

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. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

**By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive. The State may exercise its discretion to consider Vendor proposed modifications.**

## 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 23, 2023
Submit Written Questions	Vendor	March 28, 2023, 10:00AM ET
Provide Responses to Questions	State	March 29, 2023, 10:00AM ET
Submit Bids	Vendor	April 3, 2023, 2:00PM ET
Contract Award	State	TBD

## 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 "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # 10-IFB-651074569-KMM – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

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 Sourcing Tool in the form of an addendum 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 in connection with 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

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bid(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

## 2.7 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

**Vendors shall upload the following items and attachments in the Sourcing Tool:**

- a) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor Response
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## 2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. Each bid must be complete and independent of other bids offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

- 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) **CONTRACT ADMINISTRATOR:** Representative of NCDA&CS who will administer the contract for the State after award.
- e) **CONTRACT LEAD:** Representative of the NCDA&CS who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer the contract for the State.
- f) **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- g) **IFB:** Invitation for Bids.
- h) **NCDA&CS:** North Carolina Department of Agriculture and Consumer Services
- i) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- j) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- k) **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.
- l) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids.

### 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

---

#### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications 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 one or more line items 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.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT H: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, the State will then determine whether any such bid falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

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

#### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph of the Instructions To Vendors Entitled Confidential Information.

**NC Farm to School Cooperative**

The purpose of this document is to provide information regarding the NC Farm to School Cooperative. The cooperative is a non-profit organization that aims to connect local farmers with schools and other institutions. The cooperative provides a variety of services, including: providing fresh, locally sourced produce to schools; providing training and technical assistance to farmers; and providing marketing and distribution services for farmers. The cooperative is currently seeking members and is open to all interested parties. For more information, please contact the cooperative at [phone number] or visit our website at [website address].

**MEMBERSHIP INFORMATION AND APPLICATION PROCEDURE**

The cooperative is currently accepting members. Membership is open to all individuals and organizations interested in supporting local agriculture and improving school nutrition. The membership fee is \$50 per year. The fee includes access to all cooperative services and the right to vote in the annual general meeting. The application process is simple and straightforward. Applicants must complete a membership application form and provide a check for the membership fee. The application form can be obtained from the cooperative office or downloaded from our website. The membership fee should be payable to the NC Farm to School Cooperative. The cooperative office is located at [address]. For more information, please contact the cooperative at [phone number] or visit our website at [website address].

### 3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. 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 offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and the name of the Vendor and total cost offered may 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.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do 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.

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.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

### 3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: 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, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- 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 IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this



Bid Number: 10-IFB-651074569-KMM

Vendor: \_\_\_\_\_

procurement. 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 State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State 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 in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period in accordance with the Bid Questions Section above.

### 4.1 PRICING

Bid price shall include the total price for each item, including shipping, delivery, handling, administrative and other similar fees. Assembly and set-up at the State’s location shall be shown as an additional line price for each applicable item. Complete ATTACHMENT A: PRICING FORM. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

### 4.2 ESTIMATED QUANTITIES

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage. No maximum or minimum quantities are guaranteed. It shall be understood and agreed that the State may purchase more or less than the estimated quantities during the contract period. The State reserves the right to increase or decrease the quantities as needed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

### 4.3 PRODUCT IDENTIFICATION

#### SUITABILITY FOR INTENDED USE

Vendors are requested to offer only items directly complying with the specifications herein or 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.

### 4.4 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.

Salisbury Warehouse  
160 Circle M Drive  
Salisbury, NC 28147

Creedmoor Warehouse  
1015 Food Distribution Drive  
Creedmoor, NC 27522

### 4.5 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) 964-6120 or [Ted.Fogleman@ncagr.gov](mailto:Ted.Fogleman@ncagr.gov)

#### **4.6 HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

#### **4.7 REFERENCES**

Vendors shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The State *may* contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained *may* be considered in the evaluation of the bid.

#### **4.8 VENDOR'S REPRESENTATIONS**

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, 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 Services and/or other Deliverables.

#### **4.9 FINANCIAL STABILITY**

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to 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 this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

#### **4.10 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 SPECIFICATIONS**

#### **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/food items from the Vendor. Coordinating the pick-up of fresh produce/food items if the Department makes the pick-up as described in 4.3.
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 IFB).
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.
3. All meat products must be harvested and packaged in a USDA or state inspected facility. Packaging must bear mark of inspection.

### **5.3 VENDOR RESPONSIBILITIES**

1. All fresh 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.
8. In the event of a product recall of a delivered item, the successful Vendor will immediately notify NCDA&CS Food Distribution.
9. 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.
10. 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.

**VENDOR'S RESPONSE**

<i>Item #</i>	<i>Specifications</i>	<i>Product/Service Offered Meets Specification</i>
	Have all specifications been reviewed?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Vendor to meet all vendor requirements.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Vendor to meet all vendor responsibilities	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

<b>Marketing Specialist</b>	<b>Commodities</b>	<b>Phone Number</b>
Heather Barnes	Broccoli crowns, romaine lettuce, collards, cabbage, kale	919-749-3337
Kevin Hardison	Watermelons, cantaloupes	919-707-3123
Michele Roberts	Apples, tomatoes, apple slices, Asian Pear, peaches, cucumbers, frozen ground beef	828-253-1691
Heather Barnes	Sweet potatoes, frozen blueberry and blueberry blend products	919-749-3337
April Pennell-Davis	Strawberries	919-707-3147

**5.4 DEVIATIONS**

The nature of all deviations from the Specifications 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 provided herein, and the successful Vendor shall be required 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 North Carolina General Terms and Conditions in this section.

---



---



---

**6.0 CONTRACT ADMINISTRATION**

---

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes

**6.1 PROJECT MANAGER AND CUSTOMER SERVICE**

The Vendor shall be required to designate and make available to the State a project manager. The project manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

**6.2 POST AWARD PROJECT REVIEW MEETINGS**

The Vendor, at the request of the State, shall be required to meet periodically monthly, if necessary with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

**6.3 CONTINUOUS IMPROVEMENT**

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

**6.4 INVOICES**

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line item information to allow Purchasing Agency 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.

**INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.**

**6.5 DISPUTE RESOLUTION**

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State’s Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall agree to 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 this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

**6.8 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.

**6.9 PRICE ADJUSTMENTS**

Prices proposed by the Vendor shall be firm against any increase for 90 days from the effective date of the Contract.

Bid Number: 10-IFB-651074569-KMM

Vendor: NC Farm to School Cooperative

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

## **6.10 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.

## **6.11 ATTACHMENTS**

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>

**The remainder of this page is intentionally left blank**

NC Farm to School Cooperative

The cooperative is a non-profit organization that was formed in 2012 to help schools and farms connect. It provides a platform for schools to purchase fresh, local produce from participating farms. The cooperative also offers educational programs and resources to help schools and farms work together to improve the health and well-being of the community.

The cooperative is currently looking for new members and is interested in schools and farms that are interested in working together. If you are interested in joining the cooperative, please contact us at [phone number] or [email address]. We would love to hear from you and help you get started with the cooperative.

For more information, please visit our website at [website URL].

**ATTACHMENT A: PRICING FORM**

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><b><u>Broccoli Crowns</u></b>                      Fresh crowns, top iced, eighteen (18) pound case.</p> <p><b><u>Quality:</u></b> US No. 1, handling temperatures, eighteen2 degrees F from harvest to final destination.</p> <p><b><u>Delivery:</u></b> <u>300</u> cases on <u>May 12, 2023.</u></p> <p><b><u>Delivery:</u></b> <u>300</u> cases on <u>May 19, 2023.</u></p>	600	Cases	\$ <u>22<sup>25</sup></u>	\$ <u>13,350</u>



Estimated Tax

Use Form 1040-ES to estimate your 2019 tax liability and make estimated tax payments.

Check one box:

I am an individual

I am a trust

Year	Estimated Tax	Estimated Tax	Estimated Tax	Estimated Tax
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				

2.	<p><b><u>Blueberries:</u></b></p> <p><b><u>Packed:</u></b> 12/one-pint clam shells per flat.</p> <p><b><u>Quality:</u></b> No. 1, handling temperatures 34-38 degrees F from harvest to final destination.</p> <p><b><u>Delivery/Pickup:</u></b> <u>800</u> flats on <u>May 19, 2023.</u></p>	800	Flats	\$ <u>32<sup>00</sup></u>	\$ <u>25,600</u>
----	---	-----	-------	---------------------------	------------------

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
3.	<p><b><u>Strawberries:</u></b></p> <p><b><u>Packed:</u></b> 8/one pound clam shells per flat.</p> <p><b><u>Quality:</u></b> 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><b><u>Delivery:</u></b> <u>6,000</u> cases on <u>April 21, 2023, and April 24, 2023.</u></p> <p><b><u>Delivery:</u></b> <u>5,000</u> cases on <u>April 28, 2023, and May 1, 2023.</u></p> <p><b><u>Delivery:</u></b> <u>5,000</u> cases on <u>May 5, 2023, and May 8, 2023.</u></p> <p><b><u>Delivery:</u></b> <u>3,000</u> cases on <u>May 12, 2023, and May 15, 2023.</u></p> <p><b><u>Delivery:</u></b> <u>2,000</u> cases on <u>May 19, 2023, and May 22, 2023.</u></p>	21,000	Flats	\$ <u>18<sup>25</sup></u>	\$ <u>383,250</u>

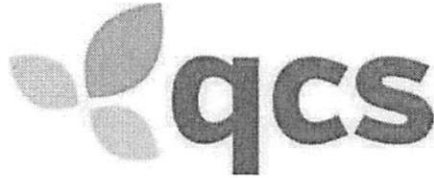
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
4.	<p><b><u>Frozen Ground Beef:</u></b></p> <p><b>Packed:</b> 10-pound 80/20 chubs, 2 frozen chubs per case.</p> <p><b>Quality:</b> Frozen in 10-pound chubs, 80/20, no fillers, preservatives, or other additives, held at 32 degrees Fahrenheit or below.</p> <p><b>Delivery/Pickup:</b> <u>500</u> cases On <u>April 17, 2023.</u></p> <p><b>Delivery/Pickup:</b> <u>500</u> cases on <u>May 8, 2023.</u></p>	1000	Cases	\$ <u>94<sup>00</sup></u>	\$ <u>9,400</u>
5.	<p><b><u>Collards:</u></b></p> <p><b>Packed:</b> 6 two-pound bags, 2x2 diced cut, chlorinated wash, trimmed and de-stemmed, pre-cooled and stored at 40 degrees. Must be top-iced.</p> <p><b>Delivery/Pickup:</b> <u>300</u> Cases on <u>April 28, 2023.</u></p>	300	Cases	\$ <u>12<sup>00</sup></u>	\$ <u>3,600</u>

6.	<p><b><u>Diced Sweetpotatoes:</u></b></p> <p><b><u>Packed:</u></b> Four 5-1b. bags per 20 lb. case.</p> <p><b><u>Quality:</u></b> Diced Covington sweetpotatoes, cubed with peel on, washed.</p> <p><b><u>Delivery/Pickup:</u></b> <u>100</u> cases on <u>April 27, 2023.</u></p>	100	Cases	\$ <u>30<sup>00</sup></u>	\$ <u>3,000<sup>00</sup></u>
----	---	-----	-------	---------------------------	------------------------------

<b>SHIPPING COSTS</b>			Dollars	
For evaluation purposes, please state one-time delivery cost for all items for dates listed.				
April 17, 2023				\$ <u>138</u>
April 21, 2023				\$ <u>156</u>
April 24, 2023				\$ <u>68</u>
April 27, 2023				\$ <u>40</u>
April 28, 2023				\$ <u>255</u>
May 1, 2023				\$ <u>100</u>
May 4, 2023				\$ <u>-</u>
May 5, 2023				\$ <u>118</u>
May 8, 2023				\$ <u>238</u>
May 12, 2023				\$ <u>196</u>
May 15, 2023				\$ <u>10</u>
May 19, 2023				\$ <u>196</u>
May 22, 2023				\$ <u>10</u>
				\$ <u>1,525</u>

TOTAL ALL PRODUCTS	\$ <u>438,200</u>
TOTAL ALL SHIPPING	\$ <u>1,525</u>
GRAND TOTAL	\$ <u>439,725</u>

GLOBALG.A.P.



GGN: 4052852579124

Registration number: QCS-CR-FV-0098

Announced<sup>6</sup>

Unannounced<sup>6</sup>

## Harmonized Produce Safety Standard (HPSS) CERTIFICATE

According to GLOBALG.A.P.<sup>®</sup> General Regulations, Version 5.4 With HPSS  
addendum Version 1.2  
Option 1 – Individual Multisite Producer


*Issued to*

*Cottle Farms*

*2669 W NC Hwy. 403. Faison, NC. 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.

		Harmonized Produce Safety Standard Control Points And Compliance Criteria Version 1.1-2_December 2019				
Product	GLOBALG.A.P. Product Certificate Number	Harvest included	Product handling included	Num. of production sites listed	Parallel Production	Parallel Ownership
Eggplant	00110-PLVCP-0002	No	No	14	No	No
Blackberry	00110-PLVFP-0002	Yes	In Field		No	No
Blueberry	00110-PLVCH-0002	No	No		No	No
Cantaloupe	00110-PLVFH-0002	No	No		Yes	No
Capsicum (peppers)	00110-PLTXV-0002	Yes	No		No	No
Common bean	00110-PLVFL-0002	No	No		Yes	No
Cucumber	00110-PLVCL-0002	No	No		No	No
Grape	00110-PLTXP-0002	No	In Field		No	No
Melon	00110-PLVCV-0002	No	No		Yes	No
Squash	00110-PLVHH-0002	No	In Field		No	No
Strawberry	00110-PLVCC-0002	No	In Field		Yes	No
Tomato	00110-PLVFC-0002	No	No		No	No

The Annex contains details of the producers and production sites / product handling units included in the scope of this certificate.

Valid from: 08/July/2022

Valid to: 07/July/2023

Certification Decision: 29/June/2022

Date of Issuing: 29/June/2022

Authorized by:

RAMKRISHNAN BALASUBRAMANIAN  
Chief Operating Officer

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

ANNEX for GGN: 4052852579124

## *Cottle Farms*

Quality Certification Services has added this annex to the Certificate of Conformity issued to the above-named supplier.

### Production Sites

Products	Site Name	Address	Parallel Production		
Blueberry	Strawberry Patch Road Farm	35.106.863,78.167.422	N		
Strawberry			Y		
Cantaloupe			Y		
Blackberry	N & R Farm	35.106.169,78.160.015	N		
Blackberry	Thunder Farm	35.106.029,78.159.379	N		
Blackberry	Lee Farm	35.181.800,78.008.808	N		
Grape			N		
Strawberry	Jacks Farm	35.116.348,78.180.582	Y		
Cantaloupe			Y		
Strawberry	Cousin Fannie Farm	35.119.379,78.132.641	Y		
Cantaloupe			Y		
Grape	Bypass East Farm	35.125.517,78.152.540	N		
Grape	Bypass West Farm	35.125.272,78.152.068	N		
Cucumber	Homeplace Farm	35.113.857,78.161.778	N		
Tomato			N		
Squash			N		
Grape			N		
Beans			Y		
Melons			Y		
Blackberry			N		
Strawberry			Y		
Blueberry			Blueberry Tower Farm	35.113.734,78.164.620	N
Peppers			Will Cottle/Calypso Farm	35.153.477,78.12.148	N
Eggplant	Bay Valley Farm	35.127.923,78.134.939	N		
Peppers			N		
Squash			N		
Strawberry	Bradshaw Farm	35.108.475,78.131.881	N		
Cantaloupe			N		
TBA	Sonny Cottle Farm	35.123.409, 78.130.169	n/a		

PRIMUSGFS AUDIT NUMBER: 271303  
CB REGISTRATION No.: SCS-PGFS-272  
AUDIT DATE: May 27, 2022

Revision 1



## CERTIFICATE

Issued to:

### ORGANIZATION

**American Blueberries**

3500 NC Hwy 133 Rocky Point, North Carolina 28457, United States

### OPERATION

**American Blueberries, LLC**

3500 NC Hwy. 133 Rocky Point, North Carolina 28457, United States

Operation type: PACKINGHOUSE

PRELIMINARY AUDIT SCORE:

**97%**

CERTIFICATE VALID FROM:

**Jun 25, 2022 To Jun 24, 2023**

FINAL AUDIT SCORE:

**99%**

SCS Global Services certifies that this operation has complied with the applicable requirements of PrimusGFS Version 3.2  
See subsequent certificate page(s) for audit executive summary



SCS Global Services | 2000 Powell St. Suite 600 | Emeryville  
California 94608 United States | PGFScerts@scsglobalservices.com |  
510-452-8021 | 510-452-6886

**Authorized by:**  
Executive Vice President  
**Carey Allen**



PRIMUSGFS AUDIT NUMBER: 271303  
CB REGISTRATION No.: SCS-PGFS-272  
AUDIT DATE: May 27, 2022

Revision 1



CERTIFICATE VALID FROM:  
**Jun 25, 2022 To Jun 24, 2023**

AUDIT TYPE:  
Announced Audit

**AUDIT EXECUTIVE SUMMARY:**

American Blueberry is a blueberry packing facility as well as a blueberry, strawberry, and blackberry storage facility. The operation packs blueberries from May to June as well as operates its storage functions. The production area consists of three lines, two of which were in operation at time of audit. The blueberries are brought from the field then pre-cooled, unloaded onto the lines in which they are mechanically sorted, graded, and then packed into final packaging. Product is dry packed. Cooling is provided via forced air handlers. No allergens are stored or handled at facility. No CCPs noted in HACCP assessment.

Addendum(s) included in the audit:

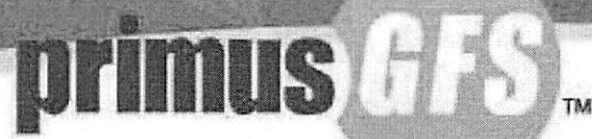
Not Applicable

**Product information for each product**

Product Group/Product Name	Observed Product	Seasonality	Country of destination for product
Strawberries	Not observed but of a similar risk type to what was observed*	From: May To: July	United States, Canada
Blackberries	Not observed but of a similar risk type to what was observed*	From: May To: July	United States, Canada

PRIMUSGFS AUDIT NUMBER: 271303  
CB REGISTRATION No.: SCS-PGFS-272  
AUDIT DATE: May 27, 2022

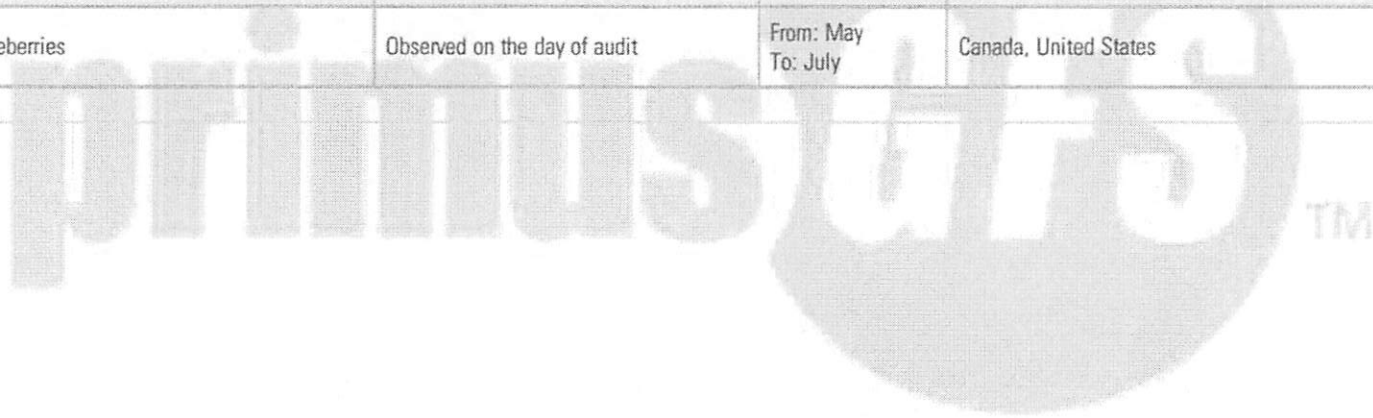
Revision 1



CERTIFICATE VALID FROM:  
Jun 25, 2022 To Jun 24, 2023

**Product information for each product**

Product Group/Product Name	Observed Product	Seasonality	Country of destination for product
Blueberries	Observed on the day of audit	From: May To: July	Canada, United States





GGN: 4050373867133



Announced

# GLOBALG.A.P CERTIFICATE

According to GLOBALG.A.P.©  
General Regulations Version 5.4-1 GFS\_JANUARY2022

Option 1 - individual producer

Issued to

## Jackson Farming Company

3171 Ernest Williams Road  
Autryville, NC, 28318  
United States

The annex contains details of the producers and production sites / product handling units included in the scope of this certificate.

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 5.4-1 GFS\_JANUARY2022

Product:	Product Certificate No.	Number of Production Sites	Harvest Included	Product Handling Included	Parallel Production	Parallel Ownership
Broccoli	0111-HFTKP-0002	1	Yes	In field and facility	No	No
Cantaloupes/ Melons	00111-HFTLH-0002	1	Yes	In field and facility	No	No
Sweet Potatoes	00111-HFTKV-0002	1	Yes	In field and facility	No	No
Watermelon	00111-HFTLC-0002	1	Yes	In field and facility	No	No

Date of Issuing (printing date of certificate): 07/14/2022

Authorized by

Terry Boboige, President

Valid from: 07/30/2022

Valid to: 07/29/2023

Date of certification decision: 07/14/2022  
Certificate: C2022-02994

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

**Fresh-Pik Produce, Inc.**

**Kenly, North Carolina**

has successfully met USDA's acceptance criteria of the voluntary

**Harmonized GAP Plus+ Post-Harvest Audit**

*Broccoli, Cabbage, Cantaloups, Collard Greens, Corn, Kale, Lettuce, Squash, Strawberries*

A handwritten signature in black ink, appearing to read "Denise D. Burke-Ford".

**Chief, Audit Services Branch**

**Audit ID: 41181**

**04/27/2022**



# 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

**Harmonized GAP Plus+ Field Operations and Harvesting Audit**

*Broccoli, Cabbage, Cantaloups, Collard Greens, Corn, Kale, Lettuce, Squash, Strawberries*

A handwritten signature in black ink, appearing to read "Dennis D. Burk-Ford".

**Chief, Audit Services Branch**

**Audit ID: 41180**

**04/27/2022**

Audits are valid for one year from date on certificate. To verify continued adherence to the program, please visit [www.ams.usda.gov/gapghp](http://www.ams.usda.gov/gapghp)



# GLOBALG.A.P. CERTIFICATE



Burch Equipment LLC  
685 Burch Road  
Faison, NC 28341  
UNITED STATES

According to GLOBALG.A.P.®  
General Regulations Version 5.3-GFS\_May2020  
Option 1 - individual multisite producer

FoodChain ID Certification L.C. declares that the production of the products mentioned on this certificate have been found to be compliant in accordance with the standard:  
GLOBALG.A.P.® Integrated Farm Assurance Control Points and  
Compliance Criteria Version 5.3-GFS\_May2020  
GLOBALG.A.P.® The United States Interpretation Guideline  
Integrated Farm Assurance Version 5.3-GFS\_May2020

Product	GLOBALG.A.P. Product Certificate No.	Number of producers / production sites	Harvest Included	Product Handling Included	Parallel Production	Parallel Ownership
Asparagus	00099-NXCPV-0002	1	Yes	Yes	No	No
Beets	00099-NXCTH-0002	1	Yes	Yes	No	No
Brassica (Collards)	00099-NXCTL-0002	2	Yes	Yes	No	No
Broccoli	00099-NXCTV-0002	1	Yes	Yes	No	No
Cabbage	00099-NXCVH-0002	2	Yes	Yes	No	No
Kale	00099-NXCVV-0002	2	Yes	Yes	No	No
Mustard	00099-NXCTC-0002	2	Yes	Yes	No	No
Squash	00099-NXCTP-0002	1	Yes	Yes	No	No
Sweet Potatoes	00099-NXCVL-0002	1	Yes	Yes	No	No
Turnips	00099-NXCVP-0002	2	Yes	Yes	No	No
Capsicums (Peppers)	00099-NXCVC-0002	1	Yes	Yes	No	No

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

Announced   
Unannounced

GLOBALG.A.P. Number (GGN): 4052852991292  
Producer Registration Number: FoodChain ID Certification L.C. US2229-4

*Heather Secrist*

Authorized by: Heather Secrist  
Date of Certification Decision: 08 Jan 2022

Date of issuing: 08 Jan 2022  
Valid from: 01 Feb 2022  
Valid to: 30 April 2023

# ANNEX for GGN 4052852991292

## Product Handling Units (PHUs)

Product(s)	Unit name and address	Product Handling	Parallel Production	Parallel Ownership
Asparagus, Beets, Brassica (Collards), Broccoli, Cabbage, Capsicums (Pepper), Kale, Mustard, Spinach, Sweet Potatoes, Squash, Turnips	NC Location 685 Burch Road Faison, NC 28341	Yes	No	No
Brassica (Collards), Cabbage, Kale, Mustard, Turnips	FL Location 14483 C24 Canal Road Port St Lucie, FL 34987	Yes	No	No

GLOBALG.A.P. Number (GGN): 4052852991292

Producer Registration Number: FoodChain ID Certification L.C. US2229-4

Date of issuing: 08 Jan 2022

Valid from: 01 Feb 2022

Valid to: 30 April 2023



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

FoodChain ID Certification L.C. (FCIDC)

500 N 3<sup>rd</sup> Street - Suite 204 Fairfield, IA 52556 - 641 209 1899 - [www.foodchainid.com/certification](http://www.foodchainid.com/certification)

P1F14 GGAP Certificate v21.0 Oct 26 2021



AUDIT No. 43288

# Audit Certificate

This certifies that

**Working Landscapes  
Byway Foods**

has undergone a detailed audit\*

PRIMUS STANDARD PROCESSING WITH HACCP V20.06

and, at the time, the auditee obtained

**98.00%**

date & location

OCTOBER 28, 2022 | WARRENTON, NORTH CAROLINA, UNITED STATES



**Auditing Company**  
Primus Auditing Ops  
1259 Furukawa Way Santa Maria, California, United States

**Javier Sollozo**  
Primus Auditing Ops

\*Please refer to the audit report to read scope, scoring and commentary details



**Audit Scope**

This non-profit facility purchases leafy greens, romaine lettuce, bell peppers, butternut squash, kale, celery, cabbage, jalapeno's, onions, yellow squash, zucchini, and sweet potatoes from local growers, store, cuts, packs and sells for food service/schools. The facility operates year round with processing on day shift. They operate with about 12 employees on one shift for production on one line, and sanitation on 2nd shift. They operate with a HACCP plan.

**Products observed during the audit**

Collard Greens

