

# **STATE OF NORTH CAROLINA**

# **Department of Agriculture and Consumer Services**

Invitation for Bid #: 10-852198399-KMM

Food Items for NC Farm School Program 2023-2024 (2<sup>nd</sup> Qtr.)

Date Issued: October 10, 2023

Bid Opening Date: October 20, 2023

At 2:00 PM ET

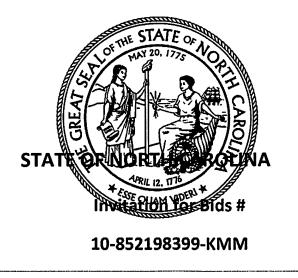
Direct all inquiries concerning this IFB to:

Karen Moore

**Procurement Manager** 

Email: karen.moore@ncagr.gov

Phone: 919-707-3065



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

400377

Vendor eVP#

**Note**: For a contract to be awarded to you, 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 <u>https://vendor.ncgov.com/vendor/login</u>



indik Asabi di punya kaasan oo ingi ayaa sa bahaa sa galama sa galama sa ya ahari ingi di kaasan ayaa galama ayaa isaa taxof kataki kata di bahari bilika kacaa sa kata sa kata sa kata ahari ka bahari ayaa kaasan kata ku bahari ahayaa kata biringadaan

# NC Farm to School Cocperative

# STATE OF NORTH CAROLINA Department of Agriculture and Consumer Services

Refer <u>ALL</u> Inquiries regarding this IFB to:	Invitation for Bids # 10-852198399-KMM	
The procurement lead through the Message	Bids will be publicly opened: October 20, 2023, at 2:00pm ET	
Board in the Sourcing Tool. See section 2.6 for		
details:		
Karen Moore, Procurement Manager		
Using Agency: NC Department of Agriculture	Commodity No. and Description: 504000/ Fresh Vegetables	
and Consumer Services		
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.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

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 incorporated below. 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: North (avoling Form to School Cooperative				
STREET ADDRESS:		P.O. BOX:	ZIP:	
7802 Sadie Rd.				
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO:	
Kenly, NC 27542		252-237-1260		
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM AB	OVE (SEE INSTRUCTION	S TO VENDORS ITEM #21):		
	8755			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDO	PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: FAX NUMBER:			
James Sharp, President		252-237-1260		
VENDOR'S AUTHORIZED SIGNATURE: DATE:		E-MAIL:		
May May	jsharp@freshpik.com			
Ver: 07/2023			1	

Vendor:

#### VALIDITY PERIOD

Offer shall be valid for at least sixty 60 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_\_ days, or if extended by mutual agreement in writing 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 <u>25</u> day of <u>October</u>	_, 20 <u>23_</u> , as indicated
on the attached certification, by <u>Karen Moore</u>	
(Authorized Representative of NCDA&CS)	

# and then

i i e e se

# 

a second a second to the second s

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	
2.4	IFB SCHEDULE	
2.5	BID QUESTIONS	
2.6	BID SUBMITTAL	
2.7	BID CONTENTS	
2.8	ALTERNATE BIDS	
2.9	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS	8
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	10
4.0	REQUIREMENTS	10
4.1	PRICING	10
4.2	ESTIMATED QUANTITIES	10
4.3	PRODUCT IDENTIFICATION	
4.4	TRANSPORTATION AND IDENTIFICATION	10
4.5	CONTRACT ADMINSTRATOR	
4.6	BACKGROUND	
4.7	INVOICES	
4.8	HUB PARTICIPATION	11
4.9	REFERENCES	11
4.10	VENDOR'S REPRESENTATIONS	11
4.11	FINANCIAL STABILITY	
4.12	PERSONNEL	112
5.0	PRODUCT SPECIFICATIONS	12
5.1	SPECIFICATIONS	
5.2	VENDOR REQUIREMENTS	
5.3	VENDOR RESPONSIBILITIES	12
5.4	DEVIATIONS	14
6.0	CONTRACT ADMINISTRATION	14
6.1	CONTRACT MANAGER AND CUSTOMER SERVICE	14
6.2	POST AWARD PROJECT REVIEW MEETINGS	
6.3	CONTINUOUS IMPROVEMENT	15

#### Bid Number: 10-852198399-KMM

#### Vendor:

6.4	DISPUTE RESOLUTION
6.5	CONTRACT CHANGES
6.6	ATTACHMENTS15

•

Vendor:

# **1.0 PURPOSE AND BACKGROUND**

The NC 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 Contract.

#### 1.1 CONTRACT TERM

This is an Agency Specific Term Contract beginning on the date of contract execution (the "Effective Date") through January 23, 2024.

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: <u>http://eprocurement.nc.gov/</u>.

#### 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, or issues regarding any 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 the process of negotiations under 01 NCAC 05B.0503, 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

The second s

# 

n kan ben seneral in ben and in sen hafat har dat di Pren and har in seneral hard at hard and analysis and the Norther seneral in the set in a later of the seneral distance of the seneral hard and detailed in a difference t The bar is in a seneral many set in the seneral distance of the seneral hard and detailed in the seneral distance

#### - the for the property of the p

#### 

## 

#### 

en filme en en el el filme de man de filme en filme en man de la seconda de la seconda de la seconda de deserv Al seconda en la seconda de la seconda de

#### 

รมัน และสมบัญญาติม สารณ์สมัญญาติมาก การและ การการสุดที่สาวการสุดที่สารณาสุดที่มีสารณาสารณ์ สารณ์ สารณาที่มีสาร การสุดที่มีการสุดที่มีการสุดที่มีสารณาการที่ให้มีการสารณา สารณาการสุดที่มีสาร การสุดที่มีสาร การสุดที่มีการ เป็นสารณาที่มีสุดที่ ตั้งสารณาที่มีตารสารณาที่มี การการสารต่างการการสุดที่มี 15 การสารณาที่ 15 การสารสารณาที่ม

#### 

n na her seinen seinen kannan kannan sisteminin er sinnen sinnen sinnen in her in her in her in dari der sein s In 1978 bei er na her seinen kannan sinnen sinnen sinnen sinnen sinnen sinnen ander in seine sinnen in seine sin In 1978 bei er seinen sinnen sinne

in a second to the state of a state of the second state of

#### 

(Addition of the developed of the second off the addition of the developed of the develo

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).

The State may exercise its discretion to consider Vendor proposed modifications. 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 unless expressly agreed to during negotiations and incorporated by way of Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

#### 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	October 10, 2023
Submit Written Questions	Vendor	October 12, 2023, by 2:00 PM ET
Provide Responses to Questions	State	October 16, 2023
Submit Bids	Submit Bids Vendor October 20, 2023, by 2:0 PM ET	
		Bid Opening Call Information: Join on your computer, mobile app <u>Click here to join the meeting</u> Meeting ID: 254 733 651 937 Passcode: KhLnk4 Or call in (audio only) <u>+1 984-204-1487,112976434#</u> United States, Raleigh Phone Conference ID: 112 976 434#
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 # 10-852198399-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:** <u>This is an absolute requirement.</u> Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. <u>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</u>. 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: <u>https://eprocurement.nc.gov/training/vendor-training</u>

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) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- b) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- d) Vendor Response
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) 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:

### 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 provided herein, to include any required verifications set out herein such as but not limited to past performance, references, and financial documents.

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 COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, 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, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/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 proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the

#### Vendor: \_

โกรม สู่ไปราการการระบบกระบบใหม่มีก็ไม่หมาย การว่า รู้สายสุขราย ก็รับและการเสีย หรือมีสุขมายมายไม่มีผู้การการกา การว่านหารว่า การการสุขมากการมายสุขมีก็สุขภายใน ขุยไก่ กร้างการค่าไม่มีผู้สาวการสืบไม่ เราะ เมาะไปการนำไปสุขมาย สาวการว่านการการการมาให้การมายสาวการที่สำนัก เราะ สุขภูมิการการการการการสุขมายสุขมาย และสุขภูมิการการการการการ สีการว่านการการการการสุขมาย สาวการสุขมาย สาวการสุขภูมิการการการการการสุขมายสาวการสุขมายในสุขมาย และ ครายการการก สีการว่านการการการการสุขมาย สาวการสุขมาย สาวการสุขมาย เกิดสาวการการสุขมาย สีการสุขมาย และ ครายเป็น เส

一般的。 一方的人名法 医鼻骨的 网络白色叶属红色

ar sain der in an an andre energie en die Geleichen die State ander die State ander ander ander ander ander an Ander eine Bereichen Bereichen die State ander die State ander die State ander ander ander ander ander ander an Bareichen Bereichen Bereichen Bereichen die Geleichen ander die State ander ander ander ander ander ander ander

· 法招援转载,有关部分,还有自己的公司。

senne spreid Bis 1984 sesseites s**enedisticit**es stradig francis sons sons in energies en die en die en die en In treprise terreschief, en tripicationer strategiese services of the energies of the energies of the energies I spreident of the fighter rescale energies.

olos apareses sub-lebara esta la realizar andebilicos as esta la real la realizar este conservation e a la real A la rapida esta conservationes andebilista entre la rapida esta esta esta entre real a la realizar real realiza Permatipationes de statisticar francisar

gen Bennen von en en het de son geboure en en de geboure de geboure en en son het geboure de begeboure. Bennen Bennen von de son de son en en geboure de geboure geboure aan en son de son een de sonde bekender.

Vendor:

## NC Farm to School Cooperative

procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

#### 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 all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award... 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 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 *the electronic Vendor Portal (eVP)*, <u>https://evp.nc.gov</u>, 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 <u>contract performance outside of</u> <u>the United States</u>, 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

#### 

# NC Farm to School Cooperativa

ให้มีกับ และสาราร วิธีสาร 5 ชั่วสารมายสารกับสาร์ก็ไข่ไป และใจให้สาราสสาร์สาร์ส่งไม่ทำว่าได้มากระสารกับไข้ และการและการที่ส่วน การให้สารมายสารารสารการให้การสารกับสาร์สารการสารสารที่สารสารกับสาร์สารสารกับสาราร การสารการใน การให้สารที่มีสารสารการสารการให้สู้ก็การสารการในสาร์สารการสารสารสารสารสารสารการสารการการ การสารการใน การให้สารที่มีสารสารการสารการการการการการการสารการสารสารสารสารสารสารสารการสาร

#### SAN MANDEL MARKED CO

a Beckett waar in indisider the annaly of the

#### legendal en stado que suger a la premieran e presentação, filipa desta sub-

and any arrive should be also be a provide a strategic back and the second strategic back and the second strategic back as the s

i and an angeneration of the second second second and an end of the second of the second second second second The second se The second se The second sec

ize sen ang si balien, en gon ng bekanakang ng baning ang manon pikabeng perendung perendung ing perent. Ang perang ang ang perenduk ang berter perenduk perenduk perenduk perenduk perenduk perenduk perenduk perenduk Ang perenduk perinduk perenduk ang perenduk perenduk perenduk perenduk perenduk perenduk perenduk perenduk pere Ang perenduk perinduk perenduk ang perenduk perenduk perenduk perenduk perenduk perenduk perenduk perenduk pere Ang perenduk perinduk perenduk ang perenduk perenduk perenduk perenduk perenduk perenduk perenduk perenduk per Ang perenduk perinduk perenduk perinduk perenduk per Perenduk p Perenduk perend Perenduk perend Perenduk pere

ri – sperior da stra volucie da dala de vide e construcción de la construcción de vidence de texto o prava pros Betto de videte constructione de la construction de la file factor de contractor de la vidence de la construcción Addel de la stractica de la construction de la construcción de la construcción de la construcción de la construcc Addel de la del construcción de la c

ej dar verssen sen bler måsaren av samar der meder kom efter som er sam fra men viller meder en en en en en sen Besson som eksterneter men ensampleter vara sin er ekster av ekster er sameler men ekster verseligtet et everse Besson formelle righter etter er såsareter er enser sameler sen er ekster er som eller er ekster etter etter so

#### (4) 中区的复数电路和电台工具的指示器器中的中心。

ารสำหรับข้อไปกระสะสัญหาสมสัญหาสมัยว่างการการการสมุณ หัวสมัยว่าง ความจากรัฐมารัฐที่สาร มากร่างสมุญลักรรมการสมัง ใหญ่มามีพระสาร การสมัยวัฒนา สิภาพิชีอาการการสมัยวิวทราชัยการสมุที่ได้ที่ได้มีคุณภากการการได้ ๆ การสำหรับสารสมบา การสมัยสีมาราการสมัยวัยวัยวิตาศาสญรีสารการการสารสมอบใหญ่มีผู้ให้การผู้มากการการการการสมุขาว การสุดภากการการการก

<sup>,</sup> dipeter a particul basis a anticipal in particular

Vendor:

- 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 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 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. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. 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	Creedmoor Warehouse
160 Circle M Drive	1015 Food Distribution Drive
Salisbury, NC 28147	Creedmoor, NC 27522

i en estado de Artesta en estado en el a gegine en en en de la companya de la companya de general de la companya de general de general de general de g 化合理学 经合适合 网络小肉 网络教育学会会 

#### 

[4] 이 이 바람이 이 것은 화면 #1688 #1686 분야 한 환자는 이 제 이 이 있는 것 같아 나 같이 것 같아요. 전 환자 전 한 200 분위를 보는 것이 나는 것 같이 가 같이 다. ne selection i secondere provinsi provinsi se contributione i secondo provinsi provinsi prese de contra de cont , dan di Produce (1999) kang Kana da ang Kana a Product di Kana kang Kana kang Kana kang Kana (1998), sa tang K al che la che de la la che de la completa de la com Remember Charles and the state of 人名德 化水管 网络大学学校 的复数新闻的复数形式 化晶体 化合金合金 建铁合金合金

. . . . . . . n Ne ne sterit die Troebour englikente to sole als gland geboenne en englike englike en engelee oor waarde stre l a stander and an eine blere glettetten stat som en gendet i renge på glettettettet had an synk stanseker pårad er ster her han det selfer fan de ster en ster en sterete stategere fan de fan it de sterete sterete 算行 化特殊对抗工具发酵 医后内静脉的 化电路分子 化分析 an mang dan duk har basi kena dukun dari dan berkerik en he god andressingungslave het

البراب والتحيية أرابات

#### 

rhader gelagetaange op eksemplige het het en een aangela oor een geberek geberak en wordele gebreken. Dit wegeb 46월 86일 - 제도 도둑에 실망 것은

#### 网络美国美国新闻 经工业管理 医生产病毒

nation a literative provide the particle of the contract of the state of the second of the second state and the den segerapa dana fi apitaban ing pala dalah tari dalah segerapak dari ing panan setera perioda setera dalah s 이는 그는 그는 것은 물을 가고 있는 것으로 한 것을 수 있는 것을 물 수 있는 것을 하는 것을 가지 않는 것을 물 수 있는 것을 물고 있는 것을 하는 것을 수 있는 것을 하는 것을 수 있는 것을 하는 것을 하는 것을 하는 것을 하는 것을 하는 것을 수 있는 것을 하는 것을 하는 것을 하는 것을 수 있는 것을 수 있는 것을 하는 것을 하는 것을 수 있는 것을 수 있다. 것을 것을 것을 것을 수 있는 것을 수 있다. 것을 것을 것을 것을 것을 것 같이 것을 것 같이 없다. 것을 것 같이 것 같이 없는 것을 수 있는 것을 것 같이 것 같이 없다. 것을 것 같이 것 같이 없는 것 같이 없다. 것 같이 것 같이 없다. 것 같이 것 같이 없는 것 같이 않 않았다. 것 같이 것 같이 것 같이 없다. 것 같이 것 같이 없는 것 같이 없다. 것 같이 없는 것 같이 없다. 것 같이 것 같이 않았다. 것 같이 없는 것 같이 않았다. 것 같이 것 같이 않았다. 것 같이 없는 것 같이 없는 것 같이 없다. 것 같이 없는 것 같이 없다. 것 같이 없는 것 같이 없다. 것 같이 않았다. 것 같이 없는 것 같이 없다. 것 같이 없다. 것 같이 것 같이 없다. 것 같이 것 같이 없다. 것 같이 않았다. 것 같이 것 않았다. 것 같이 않았다. 것 않았다. 것 같이 않았다. 것 같이 것 것 같이 않았다. 것 같이 것 같이 않았다. 것 같이 않았다. 것 같이 것 같이 않았다. 것 것 같이 않았다. 것 같이 않았다. 것 같이 않았다. 것 같이 것 같이 않았다. 것 같이 않았다. 것 같이 않았다. 것 것 같이 않았다. 것 같이 않았다. 않았다. 것 같이 않 4. 《清·华文》:"《美国编》

#### 的复数出口的 机铁合铁铁合金 网络马

#### 

uin trad seelitat peak <mark>daganaakan sekan</mark>tat unu unu sulu singan buru sitikan lanat da bulan bahan sekan ang buru Deletat da da dagan dagan dagan buru sangan setu dagan setu setu setu sekan sekan da ang magana setu setu setu s un prometrie Selanda per a la persona de la persona de

#### 

ben eg ab 1986 fin de Fajra armakanst fau je allaga ofga og ogsfærtetet (442) bandgad e en skutsforad var ogse ante las productions de la complete de la production de la production de la production de la production de la p

# ने देखें के बाद के सहाव

e université particular de la company antiti ta ta settetti

Vendor:

#### 4.5 CONTRACT ADMINSTRATOR

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 <u>Ted.Fogleman@ncagr.gov.</u>

### 4.6 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

#### 4.7 INVOICES

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 information to allow the Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

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

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

#### 4.8 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.

#### 4.9 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.

#### 4.10 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.

#### 4.11 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,

jan kan baran baran kan kan baran bar

#### 

Arts and be a search of the search of the search and the search of the search of the search of the search of th Arts and the search and the search of the search of the search and the search of the search of the search of the

#### 

n her som en som en som en som en som en som en som som som som en s I som en som I som en som I som en som e I som en som I som en som e I som en som e I som en som e I som en som

and the second second second second and a second second second second second second second second second second

### 

er justerenden einen einen Sunder under Staten ist der Staten der Staten einen einen einen von der einen einen Staten sinder einen eine Staten verschund under Staten under Gestern von sinder Staten einen von der eine State Staten sinder einen einen eine Staten von Staten von der Staten eine Staten eine Staten einen von der Staten und Staten von siger State Staten der Staten von Staten von Staten eine Staten eine Staten von der Staten under State Staten von Staten Staten in eine Staten von Staten von Staten von Staten eine Staten von Staten von Staten under Staten under Staten under Staten under Staten under Staten under Staten Staten von Staten Staten Staten in eine Staten von Staten von Staten von Staten eine Staten under Staten under Staten under Staten von Staten von Staten under Staten von Staten under Sta

รศักรณ์ เมือง และและคุณ (การและไม่ กระการไร เรื่องผู้สุดสูงไม่เห็ว เราใบการนระ (เมืองสุดสุดรายประทัยหมายสุดของ โดยมีรุยุษณฑร (เมืองหมายได้และหรือมูล และ เท็กไปและโรกไป ก็ครอบุร และสุดหรือ (และไปไป (เมืองไป) (เมืองไป และไปไม่ไม่เสือให้มูลมีพื้นมาสุดหมายไปไป (เมือง) (เมือง) (เมืองไม่ (เมืองไม่เป็น (เมืองไม่ไป) (เมืองไป) (เมืองไ เป็นและไปไป (เมืองไม่ไม่ หรือมายนั้วเห็ว (เมือง)

# (1)。《教育》中的教育教育教育教育教育

### · 《《新》、数:文字系统编辑》:"如:"

a ser for plaat dy dat seral in tea serie de serie die gebeurd waarde eerste geboerd andere de de serie stat i In aande stekening in teaster als eerste de serie de de statue in de serie de geboerd andere de de serie state De serie de geboerd geboerd ander de serie de geboerde geboerd war in the spigger of the serie de series and a Des de serie de geboerd geboerd ander de state geboerd geboerd geboerd het de geboerd geboerd ander de series a

Vendor:

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.

#### 4.12 PERSONNEL

The vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractors(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. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

# **5.0 PRODUCT SPECIFICATIONS**

#### 5.1 SPECIFICATIONS

#### FOOD DISTRIBUTION RESPONSIBILITES

- 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.

ित्र में द्वारा के प्रति के प

a formalise of the approximation of the case of the transmission of the property of the providence of the forma I have been a subscription of the second s

n har en de selen de la selen de la selen de la selen de la selen en selen de selen de la selen de la selen de 1999 - La selen de la selen 1999 - La selen de la selencia de la

- 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.

Item #	Specifications	Product/Service Offered Meets Specification
	Have all specifications been reviewed?	🗌 YES 🗌 NO
	Vendor to meet all vendor requirements.	🗌 YES 🗌 NO
-	Vendor to meet all vendor responsibilities	🗌 YES 🗌 NO

#### VENDOR'S RESPONSE

Marketing Specialist	Commodities	Phone Number
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

· 计数据管理系统 "我们不可能,我们也不能。" the spectrum of the second state of the state of the second state of the second state and the second s "这个人,是不能是不能是有人的人,你是你不能不是你。"

ि भूने विशेष

an an the second se 

a preferencial de Frankrika and en elemente de la section de l'Arthéoire de la sectione de la section de la sec 医静脉炎 医视觉输出 计推动 医无关的 医白细胞 化化化物 化化物物 化化物物 化化物物 化化物物

化物理器 网络新闻教育 化二氟化化 化分子 化二氯化合物 法保证 建合物 化分子 计算法 化十分分子 化分子子

· "我们还是你有我们的,你们是我们的你,我们还是我们的你,你们就是你们就是你们,你们就是你们,你们你不是你的?""你?""你们,你们们我们是我们的吗?""你们, t particular and set of the state of the set of the set

tel de la company président de la company d'active de la company. El participe d'active participation de la comp 

Beng Weinford yn Ben yr Million an yn Bra

 $(1,2^{n}) \in \{0,1,2^{n}\}, (1,2^{n}) \in \{1,2^{n}\}, (1,2^{n})\}, (1,2^{n}) \in \{1,2^{n}\}, (1,2^{n}), (1,2^{n})\}, (1,2^{n}) \in \{1,2^{n}\}, (1,2^{n})\}, (1,2^{n}) \in \{1,2^$ 

# $(-\infty) (x_{i}) = \frac{1}{2} \left[ \left( \frac{1}{2} \left[ \left( \frac{1}{2} \left[ \frac{1}{2} \left[$

n de Astronie († 14 jednem je dožava prograd 

ng gala ng kang kang kang pang kan en tek com R den Alexandra

#### 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 <u>not</u> 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 CONTRACT MANAGER AND CUSTOMER SERVICE

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

Contract Manager Point of Contact		
Name:	James Sharp	
Office Phone #:	• • • • • • • • • • • • • • • • • • •	
Mobile Phone #:	852-237-1260	
Email:	isharp@freshpik.ccm	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact			
Name:	James Sharp		
Office Phone #:			
Mobile Phone #:	252 - 237 - 1260		
Email:	jsharp@freshpik.com		

#### 

and states and

## 

gebenneten in stratteren er als grade in die standeren die stadie stangen die seine einen gestaar en gestanges Die stande stadie van die stadie s

lijkaj li bergan kan kan nameraliji ne erementati nemenati neme Pres obsektivna aktanan ja obsektion nakaron de teore da kan de eremenen eremenen eremenen aktan Protocijan aktana eremenen eremenen eremenen eremenen eremenen eremenen eremenen eremenen attendet attendet att

neneria de la contra en la contra de la contra de la contra contra de la contra de la contra de la contra de l A la contra de la con La contra de la cont

Vendor:

#### 6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, may be required to meet periodically *monthly* 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 progress.

#### 6.4 **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.

#### 6.5 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.

#### 6.6 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: <a href="https://ncadmin.nc.gov/documents/vendor-forms">https://ncadmin.nc.gov/documents/vendor-forms</a>

The remainder of this page is intentionally left blank.

황기는 것을 보고 있는 것이 같은 것이 가지 않는 것이.

(著作)에서 2007년 1997년 1 1997년 199 1997년 199

#### 

이 같이 같아요. 이 이 같아. 같아.

a na shekara na shekara na shekara kasa na shekara shekara shekara na shekara kasa kasa shekara shekara shekar Mana

## 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.	Apple Slices Packed: 100 two-ounce bags packed per case, apple slices are to be packed in a modified atmosphere bag.	3200	Cases	s <u>30,00</u>	\$ <u>96,000.00</u>
	<u>Quality</u> : Will accept all varieties with no browning or "bleeding" of the skin color. Apple slices are to be stored at 36-40 degrees F.				
	Delivery/Pickup: Apple slices, 800 cases on <u>November 2,</u> 2023.				
	Delivery/Pickup: Apple slices, 800 cases on <u>November 30,</u> 2023.				
	Delivery/Pickup: Apples slices <u>800</u> cases January 4, 2024.				
	Delivery/Pickup: Apple slices <u>800</u> cases on January 18, 2024.				

승규는 것은 것은 것은 것을 가장하는 것으로 가장을 들었다.

مرجع والجرجي المرقيان

te de restant de la casa de la compañía

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
2.	Apples Packed: 100-138 count, tray packed.	4000	Cases	\$ 22,50	\$ <u>90,000,</u> 00
	Quality: U.S. Fancy Grade No.1, apples must be washed, handling temperature 34-38 degrees F from harvest to final destination.				
	Delivery/Pickup: Apples, 1,000 cases on November 2, 2023.				
	Delivery/Pickup: Apples, <u>1,000</u> cases on <u>November 30,</u> <u>2023.</u>				
	Delivery/Pickup: Apples, <u>1,000</u> cases on January 4, 2024.				
	Delivery/Pickup: Apples, <u>1,000</u> cases on <u>January 18, 2024.</u>				

Vendor:

Bid Number: 10-852198399-KMM

NC Farm to School Cooperative

Vendor: \_\_\_\_\_ NC Farm to School Cooperative

Bid Number:	10-852198399-KMM
-------------	------------------

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	Extended
3.	Broccoli Crowns– Fresh crowns, top iced, eighteen (18) pound case.Quality:US No. 1, handling temperatures 32 degrees F from harvest to final destination.Delivery:Broccoli Crowns,	1,000	Boxes	s <u> 23,25</u>	\$ <u>23,250,00</u>
	Delivery: Broccoli Crowns, 500cases on <u>December</u> 1, 2023.				
4.	Cabbage- (Green) Packed: 25 pounds per case, 8-11 head per case. Quality: US No. 1 handling temperature 40 degrees F from harvest to final destination. Delivery/Pickup: Cabbage	400	Cases	\$ <u>10,00</u>	\$ <u>4,000,00</u>

. ديد و ليب مم •

03.076.56

1986년 - 1997년 - 1987년 -1987년 - 1987년 1987년 - 1987년 -

1997 - Barris Market - Barrissina I. Alfred Barrist, I. an Antaria Alfred Barrist, I. an Antaria

Bid Nur	Bid Number: <b>10-852198399-KMM</b>		dor: NC Farr	n to School Coo	perative
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	Extended
5.	CollardsPacked:6 two-pound bags, 2x2 dicedcut, chlorinated wash, trimmed and de-stemmed, pre-cooled and stored at 40degrees.Must be top-iced.Delivery/Pickup:Collards, 500cases on November 3, 2023.Delivery/Pickup,Collards, 500cases on December 1, 2023.Delivery/Pickup:Collards, 500cases on	2,000	Cases	\$ <u>12.00</u>	\$ <u>84,000</u>
6.	cases on <u>January 19, 2024.</u> <u>Sweetpotatoes</u> <u>Packed:</u> 8-12- ounces, 65-70 count per case, 40-pound case. <u>Quality:</u> U.S. No. 1 Covington variety, sweetpotatoes must be cured, handling temperature 55-60 degrees from harvest to destination. <u>Delivery/Pickup:</u> Sweetpotatoes, <u>800</u> cases on <u>November 2</u> , <u>2023.</u> <u>Delivery/Pickup:</u> Sweetpotatoes, <u>800</u> cases on <u>November 30</u> , <u>2023.</u> <u>Delivery/Pickup:</u> Sweetpotatoes, <u>800</u> cases on January 4, 2024.	2,400	Cases	\$ <u>18,50</u>	\$ <u>44,400.0</u> 0

Colde as a

સ્કાર્ટ્સ

reference in the second se

> > jan se senita de la des-

Vendor:

# NC Farm to School Cooperative

Bid Number: <b>10-852198399-KMM</b>		Vend	dor:		·
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	Extended
7.	Frozen Ground Beef:Quality:Frozen 80/20, no fillers,preservatives, or other additives.Held at 32 degrees Fahrenheit orbelow.Packed:10-pound chubs, 2 frozenchubs per 20 lb. case or 5-poundchubs, 4 frozen chubs per 20 lb.case.Delivery/Pick Up:Ground Beef1200cases on2023.	3600	Cases	\$ <u>97.00</u>	\$ <u>349,200,0</u> 0
	Delivery/Pick Up: Ground Beef 1200_cases on November 27, 2023. Delivery/Pick Up: Ground Beef 1200_cases on January 15, 2024.				
8.	Diced Orange Sweetpotatoes Packed: Diced, peel-on, washed. 25 lb. case, five 5-lb bags per case. Delivery/pickup: Diced orange sweepotatoes – 500 cases on January 18, 2024.	500	Cases	\$ <u>56.25</u>	\$ <u>81195,00</u>

S. Arti

승규가 물건을 가지 않는 것을 물었다.

eters possibilitates

Bid Number: 10-852198.	399-KMM
------------------------	---------

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	Extended
9.	Kale         Packed:_6 - two-pound bags, 2x2 diced         cut, chlorinated wash, trimmed and de-         stemmed, pre-cooled, and stored at 40         degrees. Must be top iced.         Delivery/Pickup:         Kale,300         cases on November 3, 2023.         Delivery/Pickup:         Kale,300         cases on January 5, 2024.         Delivery/Pickup:         Kale,300         cases on January 19 2024.	900	Cases	\$ <u>12.00</u>	\$10,800.00
10.	<ul> <li>Frozen Ground Beef Patties: Packed: Individually frozen 4.0 ounce uncooked ground beef patties. 48 patties in a 12 lb. case. Quality: 80/20 ground beef, held at 32 degrees F. or below.</li> <li>Delivery/Pickup: Ground Beef Patties 1200 _ cases on October 30, 2023.</li> <li>Delivery/Pickup: Ground Beef Patties 1200 _ cases on November 27, 2023.</li> <li>Delivery/Pickup: Ground Beef Patties 1200 _ cases on January 15, 2024.</li> </ul>	3600	Cases	\$ <u>67.20</u>	\$ <u>241,920.00</u>

Vendor:

NC Farm to School Cooperative

Dia ivai	nber: <b>10-852198399-KMM</b>	ven	dor:		
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	Extended
11.	Frozen Blueberries Packed: Frozen packed in six (6) three-pound bags per case. Quality: produce must be frozen using Individual Quick Freeze (IQF) method, must have been packaged within last 12 months, no preservatives, held at temperatures at or below 0 Fahrenheit.	1800	Cases	\$ <u>26,10</u>	\$ <u>46,980, NO</u>
	Delivery/Pickup: Frozen Blueberries <u>600</u> cases on <u>November 1, 2023</u> . Delivery/Pickup: Frozen Blueberries <u>600</u> cases on <u>November 29, 2024.</u>				
	Delivery/Pickup: Frozen Blueberries <u>600</u> cases on January 17, 2024.				

و المربع المربع المعنى الم

. Protector

kon antikizi (zeria) Deseri da int<u>ki e</u>rega ja Deseri da interneti

Vendor: \_\_\_\_

NC Farm to School Cooperative

ITEM		ΟΤΥ	UNIT	UNIT PRICE	Extended
ITEM	DESCRIPTION Rice – Heirloom Carolina Gold	QTY.	UNIT	UNIT PAICE	Extended
12.	Brown Rice –	600	Cases	\$ <u>105.00</u>	\$ <u>63,000,0</u> 0
	Quality: Medium grain, All natural Brown Rice. Packed: 4 gallon bucket with 30 lb. fill weight.				
	<u>Delivery/Pick Up</u> : Rice <u>200</u> cases on <u>November 2,</u> <u>2023.</u>				
	<u>Delivery/Pick Up:</u> Rice <u>200</u> cases on <u>November 30, 2023.</u>				
	<u>Delivery/Pick Up:</u> Rice <u>200</u> cases on <u>January 18, 2024</u> .				
13.	<u>Rice – Heirloom Carolina Gold</u> <u>White Rice –</u>	600	Cases	\$ <u>105,00</u>	\$63,000.00
	Quality: Medium grain, All natural White Rice. Packed: 4 gallon bucket with 30 lb. fill weight.				
	<u>Delivery/Pick Up</u> : Rice <u>200</u> cases on <u>November 2,</u> <u>2023.</u>				
	Delivery/Pick Up: Rice 200_cases on November 30, 2023.				
	<u>Delivery/Pick Up:</u> Rice <u>200</u> cases on <u>January 18, 2024.</u>				

Bid Number: 10-852198399-KMM Vendor: \_\_\_\_\_ NC Farm to School Cooperative

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
14	<u>Frozen Berry Medley</u> (Strawberry, Blueberry)	1800	Cases	\$ 29,16	\$ 52, 488,00
	Packed: 3 lb.bags, Carton net weight – 18 lbs.				
	Delivery/Pickup: Frozen Berry Medley: <u>600 cases on November</u> <u>1, 2023</u> .				
	Delivery/Pickup: Frozen Berry Medley: <u>600</u> cases <u>November</u> 29, 2024.				
	<u>Delivery/pickup:</u> Frozen Berry Medley: <u>600</u> cases on <u>January</u> <u>17, 2024.</u>				

الجموري وملقاته ما

and the second 

. કુ

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

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
	SHIPPING COSTS		Dollars		
	For evaluation purposes, please state one-time delivery cost for all items for dates listed.				
	October 30, 2023			137.00	
	November 1, 2023			90.00	
	November 2, 2023			194.00	
	November 3, 2023			147.00	
	November 27, 2023			90,00	
	November 29, 2023				
	November 30, 2023			194,00	
	December 1, 2023			147.00	
	January 4, 2024			179.00	
	January 5, 2024			86.00	
	January 15, 2024			137.00	
	January 17, 2024			90.00	
	January 18, 2024			187.00	
	January 19, 2024			86.00	

TOTAL ALL PRODUCTS	\$ 1,137,163.00
TOTAL ALL SHIPPING	\$ 1901.00
GRAND TOTAL	\$ 1,139,064.00