



Steven W. Troxler  
Commissioner

North Carolina Department of Agriculture  
and Consumer Services  
*Budget and Finance Division*

Melinda C. Coleman  
Purchasing Officer

<b>Issue Date:</b>	September 26, 2011	<b>Using Agency:</b>	Food Distribution
<b>Bid Number:</b>	10-IFB-006005	<b>Commodity:</b>	Fresh Fruits and Vegetables for Farm to School Program
<b>Addendum Number:</b>	1	<b>Bid Opening Date:</b>	October 5, 2011 3:00 PM
<b>Responsible Agent:</b>	Amy Cannady		

**This addendum must be returned with your bid response or prior to bid opening or bid may be subject to rejection.**

1. **Opening date has been changed to 3:00 pm, October 5, 2011.**
2. The variety of apples for this bid are stated in Item 6. Add the following varieties to be included for all three delivery periods (November, December and January):

Pink Lady  
Fuji

Check **ONLY** one of the following categories and return one properly executed copy of this addendum prior to the proposal opening time and date.

- Proposal has already been mailed. Changes resulting from this addendum are as follows:
- Proposal has already been mailed, **no changes** resulted from this addendum
- Proposal has **not** been mailed and **any changes** resulting from this addendum are included in our proposal.

Execute Addendum:

Bidder NC Farm to School Cooperative, Inc  
Address 7802 Sedge Road, Kenly, NC 27542  
Authorized Signature [Signature]  
Name and Title James Sharp - President

<b><u>DELIVERED BY US POSTAL SERVICE</u></b>	<b><u>DELIVERED BY ANY OTHER MEANS</u></b>
Allow at least 5 days for delivery	
<b>BID NO. 10-IFB-006005</b> NC Department of Agriculture & Consumer Services Purchasing Section, Amy Cannady 1001 Mail Service Center Raleigh, NC 27699-1001	<b>BID NO. 10-IFB-006005</b> NC Department of Agriculture & Consumer Services Purchasing Section, Room 226, Amy Cannady 2 West Edenton Street Raleigh, NC 27601

BIDDER: NC Farm to School Cooperative, Inc

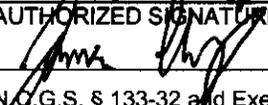
 <p><b>STATE OF NORTH CAROLINA</b>          NC Department of Agriculture          &amp; Consumer Services          Purchasing Office</p>	<b>INVITATION FOR BID NO: 10-IFB-006005</b>
	Quotes will be publicly opened: <p style="text-align: center;"><b>3:00 PM, September 28, 2011</b></p>
	Contract Type: Open Market
	Commodity: Fresh Fruits and Vegetables
Refer <b>ALL</b> Inquiries to: Amy Cannady Telephone No. (919) 707- 3056 E-Mail: amy.cannady@ncagr.gov (See page 2 for mailing instructions.)	Using Agency Name: Food Distribution, Farm 2 School Program
INTERNET ADDRESS: <a href="http://www.pandc.nc.gov/">http://www.pandc.nc.gov/</a>	

**NOTICE TO OFFEROR:** Bids subject to the conditions made a part hereof, will be received at this office (NCDA&CS) until 3:00 PM on July 29, 2011 and then opened, for furnishing and delivering the commodity as described herein. Refer to page 4 for proper mailing instructions.

**BIDS SUBMITTED VIA** telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to email, in response to this Invitation for Bid will not be acceptable. Bids are subject to rejection unless submitted on this form. Please review the new addition to the Instructions to Bidders, which are found in new paragraph 22 ("Confidentiality of Bids") which prohibits certain types of communications during the procurement process.

**EXECUTION** In compliance with this Request for Quotes, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are offered, at the prices set opposite each item within the time specified herein. By executing this offer, I certify that this quote is submitted competitively and without collusion, that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

**Failure to execute/sign quote prior to submittal shall render bid invalid. Late bids are not acceptable.**

OFFEROR: <u>NC Farm to School Cooperative, Inc</u>		
STREET ADDRESS: <u>7802 Sadie Road</u>	P.O. BOX:	ZIP:
CITY & STATE & ZIP: <u>Kent, NC 27542</u>	TELEPHONE <u>252</u> NUMBER: <u>237-1260</u>	TOLL FREE TEL. NO (800)
PRINT NAME & TITLE OF PERSON SIGNING: <u>James Sharp - President</u>	FAX NUMBER: <u>252-237-6133</u>	
AUTHORIZED SIGNATURE: 	DATE: <u>10-4-11</u>	E-MAIL: <u>jsharp@fresdpk.com</u>
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any Department of Agriculture and Consumer Services employee of any gift from anyone with a contract with the Department, or from any person seeking to do business with the Department. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been made, offered, or promised by any employee of your organization.		

Offer valid for 45 days from date of opening unless otherwise stated here: \_\_\_ days (See Instructions for Quotes, Item 5). Prompt Payment Discount: \_\_\_ % \_\_\_ days (See Instructions for Quotes, Item 6). **ACCEPTANCE OF BID**

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

<b>FOR STATE USE ONLY</b>	
Offer accepted and contract awarded this _____ day of _____	
by _____	(Authorized representative of the NC Department of

Agriculture and Consumer Services).

**It is desirable that all responses meet the following requirements:**

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

**MAILING INSTRUCTIONS:** Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening. **Bids sent by US Mail are routed through the State mail Service Center. If your bid is not delivered by the State mail Service Center by the opening date and time shown above, the bid will not be considered.**

**THE DEPARTMENT RECOMMENDS SUBMITTING RESPONSES THROUGH A COMPANY THAT OFFERS A TRACKING/MONITORING SYSTEM.**

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
Allow at least 5 days for delivery	
<b>BID NO. 10-IFB-006005</b> NC Department of Agriculture & Consumer Services Purchasing Section 1001 Mail Service Center Raleigh, NC 27699-1001	<b>BID NO. 10-IFB-006005</b> NC Department of Agriculture & Consumer Services Purchasing Section, Room 226 2 West Edenton Street Raleigh, NC 27601

**ATTENTION: This is NOT an e-procurement solicitation.**

**Vendor Registration and Solicitation Notification System:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on the Internet web site: <http://www.pandc.nc.gov>.

**Tabulations:** The State has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: [www.ips.state.nc.us](http://www.ips.state.nc.us). Click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored

**Clarifications and Questions:** Bidder is to notify purchaser in writing by email to [amy.cannady@ncagr.gov](mailto:amy.cannady@ncagr.gov) by **2:00 PM, September 21, 2011** if bidder believes 1) there may be an error in specifications, 2) if bidder is uncertain about the intent of a specific requirement./specification, terms and conditions including instructions to bidders or 3) if bidder has general questions. Questions submitted in less than 5 days before the bid opening date may not be addressed. The State will prepare written responses to all written questions submitted and addenda to this IFB will be posted to the Interactive Purchasing system (IPS - <http://www.state.nc.us/ips/pubmain.asp>, search by bid number). Bidders supply questions will not be identified in the addenda, only the questions and answers will be posted. Oral answers by any agent or representative of the State are not binding on the State. It is the bidders responsibility to review all addenda to this IFB and, if need be, sign and return addenda with the bidder's response

If any or all parts of this bid are accepted, an authorized representative of the Department of Agriculture and Consumer Services shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A purchase order will be issued to the successful offeror.

**Scope:** The Department Agriculture and Consumer Services, Food Distribution Division on behalf of NC Public Schools, is soliciting quotes from NC Growers to promote agriculture within the State of North Carolina and to provide quality products to North Carolina Schools. Offers are to be accepted from qualified growers as defined in the Award Criteria. The Department shall be responsible for:

- Coordinating pickup and delivery of fresh produce from the NC Grower and packing facility to the NC Schools
- Assuring quality of produce from pickup to delivery
- Invoicing to schools and payments to Growers

**Contract Administrator:** Ted Fogleman or designee of Food Distribution Division, is listed as the Contract Administrator for this contract. This will be the contact person **only** after an award has been made. 919-575-4490

**Prohibited Communications:** From the issuance date of this RFP through the date the contract is awarded, each Offeror (including its subcontractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using Agency, Issuing Agency, other Government Agency office, or Body (including the Purchaser named above, Department Secretary, Agency Head, Members of the General Assembly and/or Governor's Office), or Private Entity, and the communication discusses the content of Offeror's proposal or qualifications, the contents of another Offeror's proposal, another Offeror's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that has the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. Offerors not in compliance with this provision shall be disqualified from contract award, unless it is determined that the best interest of the State would not be served by the disqualification. An Offeror's proposal may be disqualified if its subcontractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only the discussions, communications or transmittals of information authorized by the Issuing Agency in this RFP or general inquiries to the Purchaser regarding the status of the contract award are exempt from this provision.

**Confidentiality of Bids:** In submitting its bid, the bidder agrees not to discuss or otherwise reveal the contents of its bid to any source outside of the using or issuing agency, government or private, until after the award of the contract. All bidders are advised that they are not to have any communications with the using or issuing agency during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the contract), unless the State's purchaser contacts the bidder(s) for purposes of seeking clarification. A bidder shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other bidder to provide the advertised good, equipment, commodity; defects, errors and/or omissions in any other bidder's bid and/or prices at any time during the procurement process; and/or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this IFB. Bidders not in compliance with this provision may be disqualified, at the option of the State, from the contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.

**Transportation Charges:** Department will pick up from predetermined location as agreed between NC Grower and Food Distribution. Product shall be FOB at the NC Grower location.

**Contract Period:** This is an Agency Specific Term Contract beginning from date of award through January 15, 2012. Quantities are estimates and the State reserves the right to increase or decrease quantities as needed. The State is responsible only for items ordered and received. No quantities are guaranteed.

**Award Criteria:** As provided by Statute, award will be based on the lowest and best bid(s) (most advantageous to the State) as determined by consideration of:

- 1) Price
- 2) Quality of produce offered
- 3) Good Agriculture Practices (GAP) Certified
- 4) North Carolina grown product
- 5) Member of NC Goodness Grows Program
- 6) Suitability of produce for intended use
- 7) Conformity with intent of specifications herein
- 8) Guaranteed delivery schedule

**Award of Contract:** It is the general intent to award this contract to a single overall bidder on all items. The right is reserved, however, to make awards on the basis of individual items or groups of items, if such shall be considered by the State to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested also to offer a lump sum price.

**General Specifications:**

1. All produce shall be grown and packaged in North Carolina by a NC Department of Agriculture "NC Goodness Grows" member certified in Good Agriculture Practices (GAP). Grower must send in GAP Certification with Bid.
2. Product must be identified by label indicating the farm from which it came. If the cases of the product does not have the name of the farm it came from, the product will be refused and not picked up.
3. Product must be held at the proper temperature as noted in product specifications to begin the cold chain and the cold chain shall not be broken.
4. Product not satisfying specifications shall be rejected by the NCDA&CS warehouse.
5. Apple varieties may be substituted based on availability due to weather conditions.
6. Schools shall have forty-eight (48) hours from time of delivery to report any problem to NCDA&CS.
7. Exact quantities cannot be guaranteed by NCDA&CS at time of award. Quantities are our best estimates for the year. Schools will submit their orders after award.
8. Notification of quantities shall be provided to Grower a minimum of two weeks and a maximum of four weeks before required pickup from the Grower. NCDA&CS and NC Schools reserve the right to increase the quantity of produce indicated herein within seventy-two (72) hours of pickup from Grower with no change in the price offered.
9. In the event the Grower is unable to fulfill the contract, notification shall be submitted to NCDA&CS Marketing Specialist in his area by 12:00 noon on the Thursday before scheduled pickup of the product.

Tommy Fleetwood	Elizabeth City	252-331-4773
Nick Augustini	Kinston	252-527-7125
Laurie Wood	Ivanhoe	910-532-4208
Jack Ruff	Asheville	828-253-1691
Kevin Hardison	Raleigh	919-707-3123
Heather Barnes	Raleigh	919-707-3127

10. In the event of a product recall of a delivered item, the successful Grower will immediately notify NCDA&CS Food Distribution.
11. The successful bidder shall have product ready for pickup at assigned date and time defined herein and location or pickup point designated by NCDA&CS, Food Distribution Division.
12. All produce is to be the current season's harvest.

**Responsibilities of NC Department of Agriculture and Consumer Services:**

1. Coordinating pickup and delivery of fresh produce from the NC Growers and packing facility to the NC Schools.
2. Assuring quality of produce from pickup to delivery
3. Invoicing the schools and payments to the growers.

**Mail only one fully executed bid document, unless otherwise instructed.**

Item	Description	Qty	Unit	Unit Price	Extended Price
1	<p><b>Broccoli Crowns</b>  <u>Packed:</u> fresh crowns, top iced, 18 pound case.  <u>Quality:</u> US Grade A No.1, handling temperature 32 degrees F from harvest to final destination, broccoli must arrive at school systems receiving point within 48 hours of harvest.</p> <p><u>Delivery:</u> Broccoli Crowns 900 cases to be purchased and picked up at the farm on <b>October 29, 2011.</b></p> <p>Broccoli crowns 800 cases to be purchased and picked up at the farm on <b>December 3, 2011.</b></p>	1700	Box	\$ 20.00	\$ 34,000.00
2	<p><b>Green Cabbage</b>  <u>Packed:</u> 25 pounds per case, 9-10 head per case  <u>Quality:</u> US Grade A No.1, handling temperature 32-36 degrees F from harvest to final destination, cabbage must arrive at school systems receiving point within 48 hours of harvest.</p> <p><u>Delivery:</u> Green Cabbage 1100 cases to be purchased and picked up at the farm on <b>October 28, 2011</b></p> <p>Green Cabbage 900 cases to be purchased and picked up at the farm on <b>December 2, 2011.</b></p>	2000	Case	\$ 6.00	\$ 12,000.00
3	<p><b>Romaine Lettuce</b>  <u>Packed:</u> 24 heads in a box, 40 pound box  <u>Quality:</u> US Grade No. 1, stored at 32-36 degrees, Romaine must arrive at school systems receiving point within 48 hours of harvest.</p> <p><u>Delivery:</u> Romaine 450 cases to be purchased and picked up at the farm on <b>October 28, 2011.</b></p> <p>Romaine 450 cases to be purchased and picked up at the farm on <b>November 12, 2011.</b></p>	900	Case	\$ 12.75	\$ 11,475.00

BIDDER: NC Farm to School Cooperative, Inc

Item	Description	Qty	Unit	Unit Price	Extended Price
4	<p><b>Collards</b>            Packed: in 6 two pound bags, 2x2 diced cut, chlorinated wash, trimmed and destemmed. Pre-cooled and stored at 32-36 degrees.</p> <p>Delivery: Collards 500 boxes to be purchased and picked up at the farm on <b>November 12, 2011.</b></p>	500	Box	\$ 10.00	\$ 5,000.00
5	<p><b>Apple Slices</b>            Packed: 100 two ounce bags packed per case, apple slices are to be packed in a modify atmosphere bag.            Quality: Rome, gala, golden delicious variety, apple slices are to be stored at 34-38 degrees F.</p> <p>Delivery: Apple slices 3000 to be purchased and picked up at packing facility on <b>November 10, 2011.</b></p>	3000	Case	\$ 23.50	\$ 70,500.00
6	<p><b>Apples</b>            Packed: 113-125 count, 40 pound case, tray packed            Quality: US Grade Extra Fancy, apples must be washed, handling temperature 32-34 degrees F from harvest to final destination. Apples are to be from 2011 harvested crop. * Red Delicious variety must meet 75% color specifications for US Grade Extra Fancy.</p> <p>Please write in the variety you will have available for the dates listed below. Please choose from the varieties Red Delicious, Golden Delicious, Gala, Ginger Gold, Jonathan, Rome, Granny Smith, Jonagold.</p> <p><b>If pricing is not listed for all 5200 cases, please state your pricing in the columns to the right based upon the variety, if the case cost is not the same.</b></p>	5200	Case	\$	\$
	<p>Red &amp; Golden Delicious, Gala, Jonathan, Rome, Granny Smith            5000 lbs, Fuji, Pink Lady            Delivery: _____ apples 1200 cases to be purchased and picked up at the farm on <b>November 10, 2011.</b></p>	1,200	Cases	\$ 24.50	\$ 29,400.00
	<p>Red &amp; Golden Delicious, Gala, Jonathan, Rome, Granny Smith            5000 lbs, Fuji, Pink Lady            Delivery: _____ apples 2000 cases to be purchased and picked up on the farm on <b>December 2, 2011.</b></p>	2,000	Cases	\$ 24.50	\$ 49,000.00
	<p>Red &amp; Golden Delicious, Gala, Jonathan, Rome, Granny Smith            5000 lbs, Fuji, Pink Lady            Delivery: _____ apples 2000 cases to be purchased and picked up on the farm on <b>January 6, 2012.</b></p>	2,000	Cases	\$ 24.50	\$ 49,000.00

BIDDER: A/C Farm to School Cooperative, Inc

7	<p><b>Sweet Potatoes – Jumbo Sweet Potatoes</b>  <u>Packed:</u> 20-32 ounce, 20-32 count per case, 40 pound case  <u>Quality:</u> US Grade A No.2 Covington or Beauregard variety, sweet potatoes must be cured, handling temperature 55-60 degrees from harvest to final destination, sweet potatoes are to be from 2011 harvested crop.</p> <p><u>Delivery:</u> Sweet potatoes 900 cases to be purchased and picked up at the farm on <b>December 2, 2011.</b></p> <p>Sweet potatoes 900 cases to be purchased and picked up at the farm on <b>January 6, 2012.</b></p>	1800	Cases	\$ 1050	\$ 18,900
				TOTAL COSTS	\$ 279,275

**INSTRUCTIONS TO BIDDERS**

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions.  
The State objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**  
By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
  - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
  - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
  - **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
  - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
  - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.  
We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this

document shall be made only by written addendum. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.

12. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
13. **REFERENCES:** The State reserves the right to require a list of users of the exact item offered. The State may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
14. **TAXES:**
  - **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
  - **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to the State as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the State to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the State or the bidder, the State reserves the right to accept any item or group of items on a multi-item bid.

In addition, on TERM CONTRACTS, the State reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the State to be pertinent or peculiar to the purchase in question.

16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the State will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become State property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **PROTEST PROCEDURES:** When a bidder wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When a bidder wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bid status and Award notices are posted on the Internet at <http://www.pandc.nc.gov>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.pandc.nc.gov/protests.pdf> for more information.)

If the award is under \$25,000, they must submit a written request to: Melinda Coleman, Purchasing Officer, NC Department of Agriculture and Consumer Services, 1001 Mail Service Center, Raleigh NC 27699-1001. Follow the instructions above with the exception that the information must be submitted to the NC Department of Agriculture and Consumer Services Purchasing Officer.

20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
21. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
22. **CONFIDENTIALITY OF BIDS:** In submitting its bid, the bidder agrees not to discuss or otherwise reveal the contents of its bid to any source outside of the using or issuing agency, government or private, until after the award of the contract. All bidders are advised that they are not to have any communications with the using or issuing agency during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the contract), unless the State's purchaser contacts the bidder(s) for purposes of seeking clarification. A bidder shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other bidder to provide the advertised good, equipment, commodity; defects, errors and/or omissions in any other bidder's bid and/or prices at any time during the procurement process; and/or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this IFB. Bidders not in compliance with this provision may be disqualified, at the option of the State, from the contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.

**NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS**

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, NCDA&CS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. NCDA&CS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to NCDA&CS.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. NCDA&CS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** NCDA&CS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for NCDA&CS to determine that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, MasterCard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or

National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

12. **PATENT:** The contractor shall hold and save NCDA&CS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted.  
However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, NCDA&CS may:
  - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
  - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE:**

**COVERAGE** - 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 the following coverage and limits:

  - a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
  - b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
  - c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

**REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.

18. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
19. **ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The contractor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

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

Contractor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Contractor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the contractor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

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

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

20. **ELECTRONIC PROCUREMENT (APPLIES ONLY TO STATEWIDE TERM CONTRACTS):** Within ten (10) calendar days of notice, the contractor shall provide supplier information, contract pricing and other product-related information requested by the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacturer, product name and a brief description, unit of measure, price, and other similar information properly requested by the State or the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to use, reproduce, transmit, distribute and publicly display this information. In addition, for the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display contractor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the contractor within the appropriate contract categories. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change.

If the contractor is not the manufacturer, then it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract, including any appropriate intellectual property rights of the manufacturer. If the contractor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.

**CONTRACTOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ITS AUTHORIZED RESELLERS IN THE EVENT THAT THE AUTHORIZED RESELLER(S) DEFAULTS.**

21. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 90 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.
22. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
23. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- Notification:** Must be given to NCDA&CS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
  - Decreases:** The State shall receive full proportionate benefit immediately at any time during the contract period.
  - Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with NCDA&CS reserving the right to accept or reject the increase, or cancel the contract. Such action by NCDA&CS shall occur not later than 15 days after the receipt by NCDA&CS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
  - Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

24. **By Executive Order 24**, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

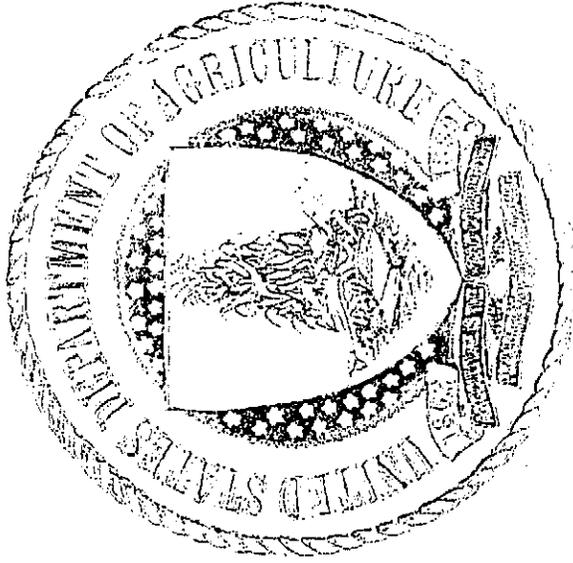
- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

Document Revision Date: 10/25/2010

# United States Department of Agriculture



This is to verify that **Burch Equipment LLC; Faison, North Carolina**  
has successfully passed the initial elements of the voluntary

*USDA Audit Program for*

**GOOD AGRICULTURAL PRACTICES & GOOD HANDLING PRACTICES**

To verify continued adherence to the program, please visit <http://www.ams.usda.gov/gapghp>

*Sweet Potatoes-Farm Review, Field Harvesting & Field Packing Activities*

*Cherie Conroy*  
Fresh Products Branch

November 2010

Date Valid for One Year

# United States Department of Agriculture



This is to verify that Lee Farms; Four Oaks, North Carolina  
has successfully passed the initial elements of the voluntary

*USDA Audit Program for*

**GOOD AGRICULTURAL PRACTICES & GOOD HANDLING PRACTICES**

To verify continued adherence to the program, please visit <http://www.ams.usda.gov/gapghp>

*Sweet Potatoes-House Packing Facility, Storage & Transportation*

*Chris Conway*

Fresh Products Branch

**January 2011**

Date Valid for One Year

# United States Department of Agriculture



This is to verify that Fresh-Pik Produce, Incorporated; Kenly, North Carolina

has successfully passed the initial elements of the voluntary

*USDA Audit Program for*

**GOOD AGRICULTURAL PRACTICES & GOOD HANDLING PRACTICES**

To verify continued adherence to the program, please visit <http://www.ams.usda.gov/gapghp>

*Lettuce-Farm Review, Storage & Transportation*

*Cheri Courtney*

Fresh Products Branch

May 2011

Date Valid for One Year



Facility Name (Print) as it should appear on Certificate:  
**Nash Produce LLC**

Street Address (Print):  
**6160 South NC 58**

City (Print):  
**Nashville**

State (Print):  
**NC**

Zip (Print):  
**27856**

e-mail Address (Print):  
**laura.korney@nashproduce.com**

fax number:  
**(252) 443-6746**

Date Audit Began:  
**8/30/2011**

Date Audit Completed:  
**8/30/2011**

Time Audit Began:  
**9:30 Am**

Date of Previous Audit:  
**8/19/2010**

Date Audit Requested:  
**8/10/2011**

USDA Commodity Procurement Audit?  
Check One Yes  No

EVALUATION ELEMENTS

Scopes Requested	Element	Possible Points	Less N/A Points	Adjusted Points	Passing Score*	Facility Score	Pass/Fail	Date Passed	General Questions	Reviewing Official	Un-announced
X	General Questions	180	10	170	136	160	PASS	8-30-11			
	Part 1 - Farm Review	190									
	Part 2 - Field Harvesting & Field Packing Activities	185									
X	Part 3 - House Packing Facility	290	30	260	208	210	PASS	8-30-11			
X	Part 4 - Storage and Transportation	255	45	210	168	175	PASS	8-30-11			
	Part 6 - Wholesale Distribution Center/ Warehouses	410									
	Part 7 - Preventative Food Defense Procedures	180									

\*A Passing Score is 80% of the Possible Points or the Adjusted Points, if adjustment are necessary, with no "automatic unsatisfactory" conditions is required for certification.

Commodities Reviewed (Print):  
**Sweetpotatoes**

Acres:

Send completed GAP&GHP Certificate to: (choose one)  
Inspection office: (list office) **Williamston, NC** Directly to auditee above: **NO**

Lead Auditor Name (Print): **Brooks B. Stephenson** Signature & Date: **Brooks Stephenson**

Duty Station: **Williamston, NC**

Facility Representative signature: \_\_\_\_\_ Date: **8-30-2011** All Scores Completed: **yes**

By signing this form, the facility representative agrees to have company information posted to the USDA website. A company will only be listed on the USDA website if all scores audited receive a passing score.

For USDA HQ use:

Reviewing Official Name (Print) \_\_\_\_\_ Signature: \_\_\_\_\_  
Date Received: \_\_\_\_\_ Date Certificate Mailed: \_\_\_\_\_ Date Posted to USDA Website: \_\_\_\_\_  
Signature: \_\_\_\_\_



Institute of  
Quality & Control

# CERTIFICATE

No' N150016 (page 1/1)

Issued to

**Ham Produce Co.**

963 HWY 258 South. Snow Hill. 28580 North Carolina. USA

GGN: 4049928859129

GLOBALGAP REGISTRATION N°: IQC US80005

The Certification Body IQC declares that the production of the products mentioned on this certificate have been found to be compliant in accordance with the standard:

Scheme Control Points and Compliance Criteria (CPCC) Version 3.0-3\_Apr'09

**Option 1**

**GLOBALG.A.P.**

IFA, Crop Base, Version: 3.1\_Nov09

Country of production: USA

PRODUCT SUBSCOPE: FRUIT & VEGETABLES

Product	GLOBALGAP Certificate N°	Produce Handling (Y/N)	Harvest included (Y/N)	N° of Production sites
Sweet potatoes	00017-CFPPX-0002	Yes	Yes	1

*In the case of more than one production site, the annex #1 of 1 will contain details of the production sites assigned to this certificate.*

Subject to the continued satisfactory operation of the organisation's Good Agricultural Practices, this certificate is valid to: **05.01.2012**

Certification valid from: **06.01.2011**

Date of Certification: **06.01.2011**

Authorized by:

*DH*

Dan Halpern - CEO

The actual status of this certificate is always displayed at <https://database.eurep.org>



**IQC**  
GROUP

Institute of Quality & Control Ltd.  
6 Ravnitzky St., Petah Tikva 49277, Israel  
E-Mail. [info@iqc.co.il](mailto:info@iqc.co.il), [www.iqc.co.il](http://www.iqc.co.il)



12.09.2010



AgriCompliance No.	27851201100020112
Registration No.	AGRICert 00020112

# GLOBAL FOOD SAFETY IMPLEMENTATION CERTIFICATE

According to Agri Compliance Farm Regulations

## Issued to

Clay T Strickland Farms / Spring Acres Sales Co  
1280 Macedonia Road, Spring Hopes, North Carolina, 27882

UNITED STATES OF AMERICA

This certificate recognizes that the above facility was found in an audit by Agri Compliance to have a high level of food safety, exemplified by excellence in conditions and in programs for food safety management.

Product(s)	AgriCompliance Certificate No:	Produce Handling	Harvest Excluded	No. of Producers
Sweet Potatoes	27851-AGRIC-0002	Yes	No	1

Valid from: 02/10/2011  
Valid to: 02/09/2012

Authorised by:

Date of Certification: 07/12/2011

Agri Compliance, P.O. Box 2496, Oxford, North Carolina 27565  
Email: info@agricompliance.com  
This certificate is property of Agri Compliance.

GGN: 4050373201869

Registration number: PLC 2949

# GLOBALG.A.P. CERTIFICATE

According to GLOBALG.A.P. (EUREPGAP)  
General Regulations Integrated Farm Assurance Version 3.1

Option 1

Issued to

**Wayne E. Bailey Produce Company**

PO Box 467, Chadbourn, North Carolina, United States

Primuslabs.com declares that the production of the products mentioned on this certificate has been found to be complaint in accordance with the standard:

**Scheme Control Points and Compliance Criteria Version 3.0**

Product Names	GLOBALGAP (EUREPGAP) Certificate No.	Produce Handling	Harvest excluded
Potatoes, Sweet	00016-NNKXN-0002	NO	NO

Valid from: Dec 07, 2010

Valid to : Dec 23, 2011

Authorized by:



**ROBERT F. STOVICEK**

President, PrimusLabs.com

Date of Certification Decision:

Dec 07, 2010

The actual status of this certificate is always displayed at: <https://database.eurep.org>

Please see attached detailed list of farms certified for the above mentioned company

# Online Certificate Validation Tool

The following information refers to the certificate of the producer and reflects current certification information in the database as of the log date.



GGN:

4049928893734

Reg. No. of CB:

## Option 1

Issued for producer:

Farm Pak / Barnes Farming, 7840 Old Bailey Highway, Spring Hope, 27882 North Carolina  
United States

The Certification Body INSTITUTE OF QUALITY & CONTROL Ltd. declares that the production of the products mentioned on this certificate have been found to be compliant in accordance with the standard:

### GLOBALGAP

Subscope	Product(s)	GLOBALG.A.P Certificate No.	Produce Handling	Harvest included	Destination Countries	Scheme GR	Scheme CPCC
Fruit and Vegetables	Sweet potatoes	00017-CFNXN-0002	Yes	Yes	USA	GLOBALGAP IFA GR Version 3.1 Nov09	GLOBALGAP IFA CPCC Version 3.0 Apr09

Log Date (Printing date of certificate) 2011-01-06 15:22 UTC (GMT) 24h

Valid from (This certificate may be valid up to 12 month from this date) 2011-01-06

Valid to (valid to when certificate is printed, must always be checked against latest certificate information in database) 2012-01-05

Date of Certification decision 2011-01-06

# United States Department of Agriculture



This is to verify that **J. Roland Wood Farms, Incorporated; Benson, North Carolina**  
 has successfully passed the initial elements of the voluntary

*USDA Audit Program for*

**GOOD AGRICULTURAL PRACTICES & GOOD HANDLING PRACTICES**

To verify continued adherence to the program, please visit <http://www.ams.usda.gov/gaogrip>

**Sweet Potatoes-House Packing Facility, Storage & Transportation**

*Chris Conway*

Fresh Products Branch

**January 2011**

Date Valid for One Year

# “Quality in Food Safety”



This is to verify that Henderson's Best Fresh Cuts, LLC of Hendersonville, NC has successfully passed the applicable elements of the [Primuslabs.com](http://Primuslabs.com) Processing with HACCP Audit Program with a good score of 89%.

December 14, 2010

Date Effective

Kelly Norris Williams

Affiliate Audit # 136795

Palmetto Agri- Services • 1011 Ratchford Rd. York, SC 29745 • (910) 990 - 2465

# “Quality in Food Safety”



This is to verify that Apple Wedge Packers, Inc. of Hendersonville, NC has successfully passed the applicable elements of the [Primuslabs.com](http://Primuslabs.com) Packinghouse with HACCP Audit Program with a superior score of 95%.

July 30, 2011

Kelly Norris Williams  
Affiliated Audit # 151006

Palmetto Agri- Services • 1011 Ratchford Rd. York, SC 29745 • (910) 990 - 2465

# United States Department of Agriculture



This is to verify that Deal Orchards; Taylorsville, North Carolina  
has successfully passed the initial elements of the voluntary

*USDA Audit Program for*

**GOOD AGRICULTURAL PRACTICES & GOOD HANDLING PRACTICES**

To verify continued adherence to the program, please visit <http://www.ams.usda.gov/gapghp>

*Apples, Peaches, Asian Pears, Nectarines-Farm Review, Field Harvesting & Field Packing Activities, House Packing  
Facility*

*Cheri Country*

Fresh Products Branch

**August 2011**

Date Valid for One Year



Davis Fresh

## Farm/Ranch- Food Safety & GAP Systems

Company/Contact Information		Audit Information	
<b>Facility:</b>	C0000430 Lakeside Produce Distribution - Small Buhlman Farms - Ranch	<b>Audit# - Visit#:</b>	518762 - 344310
<b>Address:</b>	Lot JBM: N 36 14.4124 W 76 10.4570 , Lot JBS1: N 36 13.2005 W 76 09.5048, Lot JBN: N 36 14.2550 W 76 10.4866, Elizabeth City, North Carolina, United States, 27909	<b>Audit Type:</b>	DFFARM Farm/Ranch- Food Safety & GAP Systems
<b>Contact:</b>	Gus Gustafson	<b>Template Version:</b>	1.8
<b>Title:</b>		<b>Auditor:</b>	Edmund LaClair
<b>Phone:</b>	904-491-0522	<b>Audit Start Time:</b>	16-NOV-2010 08:30:00 AM
<b>Fax:</b>		<b>Audit End Time:</b>	16-NOV-2010 12:30:00 PM
<b>Email:</b>	bsgkhg@aol.com	<b>Commodities:</b>	Cabbage, Green,Cabbage, Red

Score Summary By Section			
Section I	Ranch Identification		-/- -
Section II	Ranch Documents	Needs Correction	45/60 - 75.0%
Section III	Water Sources	Acceptable	20/20 - 100.0%
Section IV	Employee Documents	Acceptable	100/100 - 100.0%
Section V	Chemicals	Needs Improvement	55/60 - 91.7%
Section VI	Ranch Observations	Needs Improvement	50/60 - 83.3%
Section VII	Employee Habits and Conditions	Needs Correction	25/40 - 62.5%
Section VIII	Harvest Operations	The harvest crew was observed at JBN harvesting red cabbage. The overall section rating is needs improvement.	110/120 - 91.7%
Section IX	General Observations		-/- -
<b>Audit Score:</b>			405/460 - 88.0%

<b>Status:</b>	DFPASS01
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