

BIDDER: NC Farm to School Cooperative, Inc.

 <p>STATE OF NORTH CAROLINA          NC Department of Agriculture          &amp; Consumer Services          Purchasing Office</p>	<b>INVITATION FOR BIDS NO.</b> <b>10-IFB-006497</b>
	Bids will be publicly opened: <b>3:00 PM, September 24, 2013</b>
	Contract Type: Open Market
Refer <b>ALL</b> Inquiries to: Amy Beddingfield Telephone No. 919-707-3056	Commodity: 390 Fresh Fruits and Vegetables
E-Mail: amy.beddingfield@ncagr.gov	Using Agency Name: Food Distribution
<b>(See page 3 for mailing instructions.)</b>	

**NOTICE TO BIDDERS**

Sealed bids, subject to the conditions made a part hereof, will be received at this office 2, W Edenton Street, Room 412, Raleigh NC 27601 until 3:00p.m., September 24, 2013 and then opened, for furnishing and delivering the commodity as described herein. Refer to page 3 for proper mailing instructions.

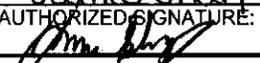
Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Invitation for Bids **will not** be acceptable. Bids are subject to rejection unless submitted on this form.

Please review the new additions to the Instructions to Bidders, which are found in new paragraphs 22 ("Confidentiality of Bids," which prohibits certain types of communications during the procurement process and any violation of this provision may subject bidder's bid to disqualification) and 23 (Executive Order #50-Price-Matching Preference); and review the changes to paragraphs 15 (Award of Contract) and 19 (Protest Procedures) in the Instructions to Bidders, which are required to implement Executive Order 50.

**EXECUTION**

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned 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, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), 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 bid prior to submittal shall render bid invalid. Late bids are not acceptable.**

BIDDER: <u>NC Farm to School Cooperative</u>		
STREET ADDRESS: <u>7802 Sadie Road</u>	P.O. BOX:	ZIP:
CITY & STATE & ZIP: <u>Kenly, NC 27542</u>	TELEPHONE NUMBER: <u>252-237-1260</u>	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO BIDDERS ITEM #21):		
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee 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 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 offered, accepted, or promised by any employees of your organization.		
PRINT NAME & TITLE OF PERSON SIGNING: <u>James Sharp, President</u>	FAX NUMBER: <u>252-237-6133</u>	
AUTHORIZED SIGNATURE: 	DATE: <u>9-20-13</u>	E-MAIL: <u>jsharp@freshpic.com</u>

Offer valid for 45 days from date of bid opening unless otherwise stated here: \_\_\_ days (See Instructions to Bidders, Item 6). Prompt Payment Discount: \_\_\_ % \_\_\_ days (See Instructions to Bidders, Item 7).

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

**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.

<b>DELIVERED BY US POSTAL SERVICE</b>	<b>DELIVERED BY ANY OTHER MEANS</b>
BID NO. 10-IFB-006497 NCDA&CS Purchasing Office 1001 Mail Service Center Raleigh, NC 27699-1001	BID NO. 10-IFB-006497 NCDA&CS Purchasing Office Room 412 2 W Edenton Street Raleigh, NC 27601

**TABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.pandc.nc.gov/>. Click on the IPS BIDS icon, 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.

**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 our Internet web site: <http://www.pandc.nc.gov/>.

**ACCEPTANCE OF BID**

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Division of Purchase and Contract 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 copy of this acceptance will be forwarded to the successful bidder(s).

<p><b>FOR STATE USE ONLY</b></p> <p>Offer accepted and contract awarded this _____ day of _____, 2013, as indicated on attached certification,</p> <p>by _____ (Authorized representative of the NC Department of Agriculture and Consumer Services).</p>
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**Scope:** The Department of 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 the 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

**Clarifications and Questions:** Bidder is to notify purchaser in writing by email to [amy.beddingfield@ncagr.gov](mailto:amy.beddingfield@ncagr.gov), at least 5 days before bid opening 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.

**Use of this Bid Document/Alternate Bids:** Bids must be submitted on the forms provided herein. Bids submitted in any other format may be subject to rejection. Bidders who are offering alternate proposals are required to submit a separate and entirely complete bid package for such alternate. Alternate bids that are not submitted separately may not be considered.

**Attachments:** The attachment of any other terms and conditions will be disregarded and have no force or effect.

**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 31, 2014. 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. All food items that are processed shall have HACCP Certification. **Grower must send in HACCP Certification with Bid.**
3. 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.
4. 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.
5. Apple varieties may be substituted based on availability due to weather conditions.
6. Schools shall have twenty-four (24) 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 day before scheduled pickup of the product.  

Tommy Fleetwood	Elizabeth City	252-331-4773
Nick Augostini	Kinston	252-521-5959
Jack Ruff	Asheville	828-253-1691
Dexter Hill	Kinston	252-527-7125
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>Apples</b>  <u>Packed:</u> 113-125 Count, tray packed.  <u>Quality:</u> US Grade No.1 Fancy, apples must be washed, handling temperatures 34-38 degrees F from harvest to final destination. Apples are to be from 2013 harvested crop.            *Red Delicious variety must meet 75% color specifications for US Grade No.1 Fancy.            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, Fuji, Jonathan, Rome, Granny Smith, and Jonagold.</p> <p><u>Delivery:</u> Apples <u>2500</u> cases to be picked up at the farm on <u>November 15, 2013.</u></p> <p><u>Delivery:</u> Apples <u>1900</u> cases to be picked up at the farm on <u>January 24, 2014.</u></p>	4400	Case	\$ 22.50	\$ 99,000.00
2	<p><b>Apple Slices</b>  <u>Packed:</u> 100 two ounce bags per case, apple slices are to be packed in a modify atmosphere bag.  <u>Quality:</u> Rome, gala, golden delicious variety, apple slices are to be stored at 34-38 degrees F.</p> <p><u>Delivery:</u> Apples Slices <u>2500</u> cases To be picked up at the packing facility on <u>December 6, 2013.</u></p> <p><u>Delivery:</u> Apple Slices <u>2200</u> cases to be picked up at the packing facility on <u>January 3, 2014.</u></p>	4700	Case	\$ 24.85	\$ 116,795.00

Item	Description	Qty	Unit	Unit Price	Extended Price
3	<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.</p> <p><u>Delivery:</u> Broccoli Crowns <u>1100</u> cases to be picked up at the farm on <u>November 1 and November 5, 2013.</u></p> <p><u>Delivery:</u> Broccoli Crowns <u>900</u> cases to be picked up at the farm on <u>November 15 and November 19, 2013.</u></p> <p><u>Delivery:</u> Broccoli Crowns <u>900</u> cases to be picked up at the farm on <u>December 6 and December 10, 2013.</u></p>	2900	Case	\$ 20.00	\$ 58,000.00
4	<p><b>Green Cabbage</b>  <u>Packed:</u> 25 pounds per case, 8-11 head per case.  <u>Quality:</u> US Grade A No. 1 handling temperature 40 degrees F from harvest to final destination.</p> <p><u>Delivery:</u> Cabbage <u>1000</u> cases to be picked up at the farm on <u>November 1, 2013.</u></p> <p><u>Delivery:</u> Cabbage <u>650</u> cases to be picked up at the farm on <u>December 6, 2013.</u></p> <p><u>Delivery:</u> Cabbage <u>850</u> cases to be picked up at the farm on <u>January 3, 2014.</u></p>	2500	Case	\$ 7.00	\$ 17,500.00
5	<p><b>Collards</b>  <u>Packed:</u> in 6 two pound bags, 2x2 diced cut, chlorinated wash, trimmed and destemmed, pre-cooled and stored at 40 degrees.</p> <p><u>Delivery:</u> Collards <u>900</u> cases to be picked up at the farm on <u>November 1 and November 5, 2013.</u></p> <p><u>Delivery:</u> Collards <u>1200</u> cases to be picked up at the farm on <u>December 6 and December 10, 2013.</u></p> <p><u>Delivery:</u> Collards <u>1000</u> cases to be up at the farm on <u>January 3 and January 7, 2014.</u></p>	3100	Cases	\$ 11.00	\$ 34,100.00

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Item	Description	Qty	Unit	Unit Price	Extended Price
6	<p><b>Romaine Lettuce</b>            Packed: 24 heads in a box  <u>Quality:</u> US Grade No. 1, stored at 40 degrees.</p> <p><u>Delivery:</u> Romaine <u>500</u> boxes to be picked up at the farm on <u>November 1, and November 5, 2013.</u></p> <p><u>Delivery:</u> Romaine <u>550</u> boxes to be picked up at the farm on <u>December 6, and December 10, 2013.</u></p>	1050	Boxes	\$ 13.50	\$ 14,175.00
7	<p><b>Sweet Potatoes</b>            Packed 8-10 ounce, 65-70 count per case, 40 pound case.  <u>Quality:</u> US Grade A No. 1 Covington or Beauregard variety, sweet potatoes must be cured, handling temperature 55-60 degrees from harvest to final destination.</p> <p><u>Delivery:</u> Sweet Potatoes <u>1600</u> cases to be picked up at the farm on <u>November 15, 2013.</u></p> <p><u>Delivery:</u> Sweet Potatoes <u>1200</u> cases to be picked up at the farm on <u>November 26, 2013.</u></p> <p><u>Delivery:</u> Sweet Potatoes <u>1200</u> cases to be picked up at the farm on <u>January 3, 2014.</u></p> <p><u>Delivery:</u> Sweet Potatoes <u>1200</u> cases to be picked up at the farm on <u>January 24, 2014.</u></p>	5200	Cases	\$18.00	\$93,600.00
<b>GRAND TOTAL</b>				<u>\$433,170.00</u>	