BIDDER: NC Farm to School Cooperative

STATE OF NORTH CAROLINA **NC Department of Agriculture & Consumer Services** Purchasing Office	**Innovation for Bid: 10-IFB-006909** Bids will be publicly opened: **3:00 PM, May 19, 2015** Contract Type: Open Market
Refer ALL Inquiries to: Tim Pendergrass Telephone No. 919-707-3054	Commodity: 390 Fresh Fruits and Vegetables
E-Mail: tim.pendergrass@ncagr.gov	Using Agency Name: Food Distribution
(See page 3 for mailing instructions.)	

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., Tuesday May 19, 2015** 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.

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STREET ADDRESS: 7802 Sadie Rd.		P.O. BOX:	ZIP:
CITY & STATE & ZIP: Kenly, NC 27542		TELEPHONE NUMBER: 252-237-1260	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: James Sharp, President		FAX NUMBER: 252-237-6133	
AUTHORIZED SIGNATURE:	DATE: 5/19/15	E-MAIL: jsharp@freshpik.com	

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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As required by G.S. §143-48.5 (Session Law 2013-418), the Bidder certifies that it, and each of its subcontractors for any contract awarded as a result of this solicitation, 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.

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).

FOR STATE USE ONLY

Offer accepted and contract awarded this _____ day of _____, as indicated on attached certification,

by _____ (Authorized representative of the NC Department of Agriculture and Consumer Services).

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.

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
BID NO. 10-IFB-006909 NCDA&CS – Tim Pendergrass Purchasing Office - Room 412 1001 Mail Service Center Raleigh, NC 27699-1001	BID NO. 10-IFB-006909 NCDA&CS – Tim Pendergrass Purchasing Office - Room 412 2 W Edenton Street Raleigh, NC 27601

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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/.

ATTENTION: This is **NOT** a NC E-Procurement @ Your Service solicitation that contains a transaction fee.

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 tim.pendergrass@ncagr.gov , **by 3:00 PM, Thursday May 14, 2015** 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 Grower location.

Contract Period: This is an Agency Specific Term Contract beginning from date of award through May 31, 2015. Quantities are estimates and the State reserves the right to increase or decrease quantities as needed. No quantities are guaranteed. Actual quantities utilized will be paid.

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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.

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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 unless otherwise noted in the description.

Responsibilities of NC Department of Agriculture and Consumer Services:

1. Coordinating pickup and delivery of fresh produce 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	**Apple Slices** 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. Delivery: Apple slices 100 cases to be picked up at the farm on June 12, 2015. Delivery: Apple slices 100 cases to be picked up at the farm on June 26, 2015. Delivery: Apple slices 100 cases to be picked up at the farm on July 10, 2015. Delivery: Apple slices 100 cases to be picked up at the farm on July 24, 2015.	400	Case	$23.85	$9,540
2	**Blueberries - (Bagged)** Packed: 100 X 2.0 bags. Quality: US Grade A No. 1 handling temperatures 34-38 degrees F. Delivery: Blueberries 50 cases to be picked up at the farm on June 12, 2015. Delivery: Blueberries 50 cases to be picked up at the farm on June 26, 2015. Delivery: Blueberries 50 cases to be picked up at the farm on July 10, 2015. Delivery: Blueberries 50 cases to be picked up at the farm on July 24, 2015.	200	Case	$38.00	$7,600

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Item	Description	Qty	Unit	Unit Price	Extended Price
3	**Cantaloupes:** Packed: 6 to 12 count, a 35-40 pound case Quality: Eastern type variety, US Grade A No. 1, Cantaloupes must be washed in 100-150 parts per million chlorine solution, handling temperatures 36-41 degrees F from harvest to final destination. Delivery: Cantaloupes 100 cases to be picked up at the farm on June 12, 2015. Delivery: Cantaloupes 100 cases to be picked up at the farm on June 26, 2015. Delivery: Cantaloupes 100 cases to be picked up at the farm on July 10, 2015. Delivery: Cantaloupes 100 cases to be picked up at the farm on July 24, 2015.	400	Case	$14.50	$5,800
4	**Grape Tomatoes - (Bagged)** Packed: 100 X 2.0 oz. bags. Quality: US Grade A No.1, color red, firm, small to medium size, washed, handling temperatures 62-68 degrees F from harvest to final destination. Variety "Smarty." Delivery: Grape tomatoes 50 boxes to be picked up at the farm on June 12, 2015. Delivery: Grape tomatoes 50 boxes to be picked up at the farm on June 26, 2015. Delivery: Grape tomatoes 50 boxes to be picked up at the farm on July 10, 2015. Delivery: Grape tomatoes 50 boxes to be picked up at the farm on July 24, 2015.	200	Box	$22.90	$4,580
5	**Sprite Melons -** Packed: in 15, 18, 20, 24 and 28 count cartons. Quality: All sprite melons should have soluble solids (sugar level) of 12% or higher to ensure good flavor. The melon should be ¾ to 2 pounds. It is recommended that temperatures be held in the 45 degree to 55 degree F range. Delivery: Sprite Melons 50 boxes to be picked up at the farm on July 10, 2015. Delivery: Sprite Melons 50 boxes to be picked up at the farm on July 24, 2015.	100	Box	$15.50	$1,550

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Item	Description	Qty	Unit	Unit Price	Extended Price
6	**Seedless Watermelons-** Packed: 2 to 3 melons per box, melons shall weigh between 10-15 pounds apiece, case weight 30-35 pounds. Quality: Melons shall be US Grade A No.1, melons should be packed in NC Farm to School watermelons boxes. Handling temperatures 50 to 60 degrees F from harvest to final destination. Delivery: Watermelons 100 boxes to be picked up at the farm on July 10, 2015. Delivery: Watermelons 100 boxes to be picked up at the farm on July 24, 2015.	200	Box	$9.50	$1,900
				Grand Total:	$30,970.00

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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. NCDA&CS 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. **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:** NCDA&CS 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:** NCDA&CS reserves the right to require a list of users of the exact item offered. NCDA&CS 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 NCDA&CS 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 NCDA&CS to be pertinent or peculiar to the purchase in question. After the foregoing evaluation, the bids will be reviewed to determine if there are any North Carolina resident bidders that submitted responsive bids and requested the price-matching preference pursuant to Executive Order #50 and G.S. § 143-59. If such bidders are found, the evaluators and/or purchaser will then determine whether any of the North Carolina resident bidders qualify for this preference and, if so, make the contract award pursuant to Paragraph 23 below.

    Unless otherwise specified by NCDA&CS or the bidder, NCDA&CS reserves the right to accept any item or group of items on a multi-item bid.

    In addition, on TERM CONTRACTS, NCDA&CS 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 NCDA&CS to be pertinent or peculiar to the purchase in question.

16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, NCDA&CS 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 NCDA&CS 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 **NCDA&CS** 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 Melinda C. Williams, Purchasing Officer at 1001 Mail Service Center, Raleigh, NC 27699-1001. 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 a ground of a protest is based on a challenge to the qualification of a North Carolina resident bidder awarded a contract pursuant to Executive Order #50 (price-matching preference), the State Purchasing Officer or procurement officer may request the North Carolina resident bidder to produce documentation substantiating the North Carolina resident bidder's qualification for the subject preference. The State Purchasing Officer or procurement officer should request the supporting documentation within the 10-day period he or she has to make the decision on whether to deny or grant a

protest meeting and the protest meeting should be scheduled after the anticipated receipt of the documents from the North Carolina resident bidder. Pursuant to Paragraph 23 below, the North Carolina resident bidder is required to produce to the State the requested documentation within five (5) business days of the State's request and failure to produce the documents by the end of that time period may result in the cancellation of the contract. Also note that any tax, financial, accounting or banking documents the North Carolina resident bidder submits to the State in connection with the resolution of a protest shall not be disclosed to the protester pursuant to G.S. §§ 132-1.1 and 105-259(b) and the State shall preserve the confidentiality of such documents.

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. **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.
    a. **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.
    b. **Decreases:** The State shall receive full proportionate benefit immediately at any time during the contract period.
    c. **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.
    d. **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. **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.

25. **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.

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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.

20. Health Act (OSHA, and state and federal requirements relating to clean air and water pollution.

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.
    a. **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.
    b. **Decreases:** The State shall receive full proportionate benefit immediately at any time during the contract period.
    c. **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.
    d. **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.

Steven W. Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

Budget and Finance Division

Melinda C. Williams
Purchasing Officer

Issue Date:	May 11, 2015	**Using Agency:**	NCDA & CS: Food Distribution
Bid Number:	10-IFB-006909	**Commodity:**	390 Fresh Fruits and Vegetables
Addendum Number:	1	**Bid Opening Date:**	3:00PM, May 19, 2015
Responsible Agent:	Tim Pendergrass		

This addendum is being issued for informational purposes only and does not have to be returned.

QUESTIONS AND ANSWERS:

Question 1:	"I am contacting you to see if we are eligible to bid on the above. We are located in West Virginia, Is that a problem?"
Answer:	Yes the bidder can be located in another state but produce should be from North Carolina.
Question 2:	"I would like to also know if this is one location or multiple locations."
Answer:	Produce comes from multiple locations across the state.

Purchasing Section, Dept. PO
1001 Mail Service Center, Raleigh, N.C. 27699-1001 ● (919) 733-2167 ● Fax (919) 733-1048
TTY: 1-800-735-2962 Voice: 1-877-735-8200
An Equal Opportunity Affirmative Action Employer

NSF Certification
An NSF International Company

GLOBALG.A.P.

General Regulations Integrated Farm Assurance Version 4.0 March 2011 GLOBALG.A.P Control Points and Compliance Criteria, IFA Crops, Fruit and Vegetables version 4.0. March 2011 (Option 1 Producer)

Producer CMi Reg ID:	CMi 01/223/1/13
Producer GGN/GLN:	4050373867133
Producer Name:	Jackson Farming Company
Products:	Broccoli, Melons, Strawberries, Sweet Potatoes, Watermelons

Produce Handling Unit(s) - PHU

PHU CMi Reg ID (and certified GLN if applicable)	PHU name and address	Crops Handled
CMi 01/223/P001/1/13	Jackson Farming Company, 3171 Ernest Williams Road, Autryville, North Carolina, 28318, USA	Broccoli, Melons, Strawberries, Sweet Potatoes, Watermelons

Producer(s)

CMi Reg ID GGN/GLN	Producer /PMU Name	Producer /PMU Address	Product	PH	HE	PP	PO
CMi 01/223/1/13 4050373867133	Jackson Farming Company	3171 Ernest Williams Road, North Carolina	Broccoli	Yes	No	No	No
			Melons	Yes	No	No	No
			Strawberries	Yes	No	No	No
			Sweet Potatoes	Yes	No	No	No
			Watermelons	Yes	No	No	No

PH - Produce Handling; HE - Harvest Excluded; PP - Parallel Production; PO - Parallel Ownership

SCSglobal SERVICES

ANSI ACCREDITED PROGRAM PRODUCT CERTIFICATION #0821

GGN: 4052852576413
Registration #: SCS_318602013

GLOBALG.A.P. CERTIFICATE

According to GLOBALG.A.P®
Integrated Farm Assurance General Regulations Version 4.0_Mar 2011

Option 1

Issued to
Howell Farming Company
106 J&L Drive
Goldsboro, NC 27530

Country of Production: USA

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

Product	Product Description	Harvest excluded	Product Handling
Watermelons	00028-XLXVH-0002	No	Yes

Date of Issuing: July 19, 2013

Valid from: 19/07/2013
July 19, 2013

Valid to: 18/07/2014
July 18, 2014

Authorized by
Robert J. Hrubes, Senior VP

Robert J. Hrubes

Date of Certification Decision: 19/07/2013

SCS Global Services, 2000 Powell Street, Suite 600, Emeryville, CA 94608
DHernick@scsglobalservices.com

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

PrimusGFS ID:33871 – Cert:2
CB Registration No.: PLc–PGFS–1905 – 3
Revision: 3
Audit Date: Jul 06, 2013

primusGFS™ Certificate Issued To:

Organization: Fresh Pik Produce Inc.
Operation: Ranch
Fresh Pik Watermelons Main
7802 Sadie Rd. 27542 Kenly, North Carolina, United States
Product(s)*: Mini Watermelons

Certificate Valid From :
Aug 19, 2013 to Aug 06, 2014

Certificate Level: 91.47 Excellent

PrimusLabs certifies that this operation has complied with the applicable requirements of PrimusGFS Version 1.6 – Feb 10

The scope of this certificate covers only the operation mentioned above.

PLc–PGFS–	Option	Type	Products
1905	Field	Ranch	Mini Watermelons

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

To see information about these Operations, go to the website at www.primusgfs.com

PrimusLabs™ when food safety counts

ANSI American National Standards Institute
CB No.:0623

Authorized by:

Robert F. Stovicek, President, PrimusLabs

PrimusLabs ● 2810 Industrial Pkwy ● Santa Maria California United States 93455 ● PrimusGFSadmin@primuslabs.com ● T 805.922.0055 / F 805.352.1364

This document is subject to changes. The current information and status of this operation is posted in the scheme's website at: www.primusgfs.com

Certificate
of Conformity

Registration Numbers:
CMi 01/223/1/13
iGN/GLN 4050373867133

Awarded to:
Jackson Farming Company
3171 Ernest Williams Road
Autryville
North Carolina
28318
United States

Certificate Valid From:
18 October 2013

Standard:
GLOBALG.A.P.

Certificate Valid To:
17 October 2014

General Regulations Integrated Farm Assurance Version 4.0 March 2011
GLOBALG.A.P. control points and compliance criteria. IFA Crops
Fruit and Vegetables v4.0 March 2011 (Option 1 Producer)

Certification Decision:
1 July 2013

The certification body NSF Certification declares that the production of the products mentioned on the certificate has been found to be compliant in accordance with the standard.

The additional page(s) of this certificate contain details of the products and produce handling sites certified to this Producer

Certificate issue number 1

Signed on behalf of NSF Certification UK Ltd

A. E McCarthy.

AMANDA McCARTHY
Certification Director

PrimusGFS ID:35134
CB Registration No.: PLc-PGFS-4931 – 1
Revision: 1
Audit Date: Jul 08, 2013

Certificate Issued To:

Organization: Hendersons Best Fresh Cuts
Operation: Processing
Hendersons Best Fresh Cuts
4680 Howard Gap Rd. Bldg. 1 28792 Hendersonville, North Carolina, United States
Product(s)*: Apples, Grapes, Pineapples, Grape Tomatoes

Certificate Valid From :
Sep 04, 2013 to Sep 03, 2014

Certificate Level: 99.79 Superior

PrimusLabs certifies that this operation has complied with the applicable requirements of PrimusGFS Version 1.6 – Feb 10

The scope of this certificate covers only the operation mentioned above.

PLc-PGFS-	Option	Type	Products
4931	Facility	Processing	Apples, Grapes, Pineapples, Grape Tomatoes

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

To see information about these Operations, go to the website at www.primusgfs.com

PrimusLabs when food safety counts

ANSI American National Standards Institute
CB No.:0623

Authorized by:

Robert F. Stovicek, President, PrimusLabs

PrimusLabs • 2810 Industrial Pkwy • Santa Maria California United States 93455 • PrimusGFSadmin@primuslabs.com • T 805.922.0055 / F 805.352.1364

This document is subject to changes. The current information and status of this operation is posted in the scheme's website at: www.primusgfs.com

May 23 14 10:36a TC Smith Produce Farm,Inc 2525691355 p.2

United States Department of Agriculture

This is to verify that

T.C. Smith Produce Farm, Incorporated

Seven Springs, North Carolina

has successfully met USDA's acceptance criteria of the voluntary

USDA Good Agricultural Practices & Good Handling Practices Audit

Cantaloups, Watermelons, Honeydews, Sprite-Farm Review, Field Harvesting & Field Packing Activities, House Packing Facility, Storage & Transportation

Lorenzo A. Tibbett

July 2013

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