



State of North Carolina
Interactive Purchasing System

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Bid Number: 10-IFB-006725 Open Date: 07/25/2014

Purchaser: Amy
Beddingfield

Description: Fresh Fruits and Vegetables - Farm 2 School

NC Farm to School Cooperative Inc

HUB Indicator: No

Resident (NC) Bidder: No

Requesting Price Match: No

Delivery:

Item 01:	23.85
Extended Price:	\$71,550.00
Item 02:	22.50
Extended Price:	\$135,000.00
Item 03:	22.50
Extended Price:	\$56,250.00
Item 04:	36.00
Extended Price:	\$36,000.00
Item 05:	14.50
Extended Price:	\$31,900.00
Item 06:	11.00
Extended Price:	\$12,100.00
Item 07:	13.95
Extended Price:	\$13,950.00
Item 08:	11.00
Extended Price:	\$8,800.00
Item 09:	18.50
Extended Price:	\$37,000.00
Item 10:	13.50
Extended Price:	\$6,750.00
Item 11:	9.50
Extended Price:	\$55,100.00
Item 12:	41.25
Extended Price:	

	\$24,750.00
Item 13:	20.50
Extended Price:	\$47,150.00
Item 14:	12.00
Extended Price:	\$12,000.00
Item 15:	24.35
Extended Price:	\$24,350.00
Item 16:	18.85
Extended Price:	\$18,850.00
Item 17:	16.85
Extended Price:	\$16,850.00
Total Price:	\$608,350.00
Calc Price:	\$608,350.00
Comments:	

BIDDER: NC Farm to School Cooperative, Inc.

 <p>STATE OF NORTH CAROLINA NC Department of Agriculture & Consumer Services Purchasing Office</p>	INVITATION FOR BIDS NO.
	10-IFB-006725
	Bids will be publicly opened: 3:00 PM, July 25, 2014
	Contract Type: Open Market
Refer ALL 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
(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., July 24, 2014 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: <u>[Signature]</u>	DATE: <u>7-23-14</u>	E-MAIL: <u>jsharp@freshpick.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).

BIDDER: NC Farm to School/Cooperative, Inc.

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 _____, 2013, 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.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
BID NO. 10-IFB-006725 NCDA&CS – Amy Beddingfield Purchasing Office - Room 412 1001 Mail Service Center Raleigh, NC 27699-1001	BID NO. 10-IFB-006725 NCDA&CS – Amy Beddingfield 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/>.

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, **by 2:00 PM, July 18, 2014** 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 ~~October 31, 2014~~. 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.

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 Augustini	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.

BIDDER: NC Farm to School Cooperative, Inc.

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>Apples Slices- <u>Packed:</u> 100 two ounce bags packed 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>1500</u> cases to be picked up at the farm on <u>August 22, 2014.</u></p> <p><u>Delivery:</u> Apple Slices <u>1500</u> cases to be picked up at the farm on <u>September 5, 2014.</u></p>	3000	Case	\$ <u>23.85</u>	\$ <u>71,550.00</u>
2	<p>Apples- <u>Packed:</u> 113-125 count, tray packed. <u>Quality:</u> US Grade No.1 Fancy, apples must be washed, handling temperature 34-38 degrees F from harvest to final destination.</p> <p><u>Delivery:</u> Apples <u>2000</u> cases to be picked up at the farm on <u>September 19, 2014.</u></p> <p><u>Delivery:</u> Apples <u>2000</u> cases to be picked up at the farm on <u>October 3, 2014.</u></p> <p><u>Delivery:</u> Apples <u>2000</u> cases to be picked up at the farm on <u>October 17, 2014.</u></p>	6000	Case	\$ <u>22.50</u>	\$ <u>135,000.00</u>

Item	Description	Qty	Unit	Unit Price	Extended Price
3	<p>Asian Pears- <u>Packed:</u> Average count per box is 50 (approximate-may vary). <u>Packed:</u> 1/2 bushel box would weigh approximate 23-25 lbs.</p> <p><u>Delivery:</u> Asian Pears <u>1000</u> boxes to be picked up at the farm on <u>August 22, 2014.</u></p> <p><u>Delivery:</u> Asian Pears <u>800</u> boxes to be picked up at the farm on <u>September 5, 2014.</u></p> <p><u>Delivery:</u> Asian Pears <u>700</u> boxes to be picked up at the farm on <u>September 19, 2014.</u></p>	2500	Case	\$ <u>22.50</u>	\$ <u>56,250.00</u>
4	<p>Blueberries (bagged) <u>Packed:</u> 100 X 2.0 oz. bags <u>Quality:</u> US Grade A No. 1 handling temperatures 34-38 degrees.</p> <p><u>Delivery:</u> Blueberries <u>500</u> bags to be picked up at the farm on <u>August 22 and August 26, 2014..</u></p> <p><u>Delivery:</u> Blueberries <u>500</u> bags to be picked up at the farm on <u>September 5 and September 9, 2014.</u></p>	1000	Case	\$ <u>36.00</u>	\$ <u>36,000.00</u>
5	<p>Cantaloupes- <u>Packed:</u> 6 to 12 count, a 35-40 pound case <u>Quality:</u> 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.</p> <p><u>Delivery:</u> Cantaloupes <u>2200</u> cases to be picked up at the farm on <u>August 22 and August 26, 2014.</u></p>	2200	Case	\$ <u>14.50</u>	\$ <u>31,900.00</u>

Item	Description	Qty	Unit	Unit Price	Extended Price
6	<p>Collards- <u>Packed:</u> in 6 two pound bags, 2x2 diced cut, chlorinated wash, trimmed and de-stemmed, pre-cooled and stored at 40 degrees.</p> <p><u>Delivery:</u> Collards <u>600</u> boxes to be picked up at the farm on <u>September 19 and September 23, 2014.</u></p> <p><u>Delivery:</u> Collards <u>500</u> boxes to be picked up at the farm on <u>October 3 and October 7, 2014.</u></p>	1100	Boxes	\$ <u>11.00</u>	\$ <u>12,100.00</u>
7	<p>Grape Tomatoes- <u>Packed:</u> 12/one pint clam shells <u>Quality:</u> US Grade A No. 1, color red, firm, small to medium size, must be washed, handling temperatures 62-68 degrees F from harvest to final destination.</p> <p><u>Delivery:</u> Grape tomatoes <u>500</u> boxes to be picked up at the farm on <u>August 22 and August 26, 2014.</u></p> <p><u>Delivery:</u> Grape Tomatoes <u>500</u> boxes to be picked up at the farm on <u>September 5 and September 9, 2014.</u></p>	1000	Boxes	\$ <u>13.95</u>	\$ <u>13,950.00</u>
8	<p>Kale- <u>Packed:</u> in 6 two pound bags, 2x2 diced cut, chlorinated wash, trimmed and de-stemmed, pre-cooled and stored at 40 degrees.</p> <p><u>Delivery:</u> Kale <u>400</u> cases to be picked up at the farm on <u>September 19 and September 23, 2014.</u></p> <p><u>Delivery:</u> Kale <u>400</u> cases to be picked up at the farm on <u>October 3 and October 7, 2014.</u></p>	800	Cases	\$ <u>11.00</u>	\$ <u>8,800.00</u>

Item	Description	Qty	Unit	Unit Price	Extended Price
9	<p><u>Peaches-</u> <u>Packed:</u> 50-60 peaches per 25 lb. box. <u>Quality:</u> US No. 1, size 2 ½. Yellow or white variety, depending on availability. Peaches must be stored at 40 degrees.</p> <p><u>Delivery:</u> Peaches <u>2000</u> boxes to be picked up at the farm on <u>August 22, 2014.</u></p>	2000	Boxes	\$ <u>18.50</u>	\$ <u>37,000.00</u>
10	<p><u>Romaine Lettuce-</u> <u>Packed:</u> 24 heads in a box. <u>Quality:</u> US Grade No. 1 stored 40 degrees.</p> <p><u>Delivery:</u> Romaine <u>500</u> boxes to be picked up at the farm on <u>October 17 and October 21, 2014.</u></p>	500	Boxes	\$ <u>13.50</u>	\$ <u>6,250.00</u>
11	<p><u>Seedless Watermelons-</u> <u>Packed:</u> 2 to 3 melons per box, melons shall weigh between 10-15 pounds each, case weight 30-35 pounds.</p> <p><u>Quality:</u> Melons shall be US Grade A No. 1; melons should be packed in NC Farm-to-School watermelon boxes. Handling temperatures 50 to 60 degrees F from harvests to final destination.</p> <p><u>Delivery:</u> Melons <u>3800</u> boxes to be picked up at the farm on <u>August 22 and August 26, 2014.</u></p> <p><u>Delivery:</u> Melons <u>2000</u> boxes to be picked up at the farm on <u>September 5 and September 9, 2014.</u></p>	5800	Boxes	\$ <u>9.50</u>	\$ <u>55,100.00</u>

Item	Description	Qty	Unit	Unit Price	Extended Price
12	<p>Sweet Potato Puree- <u>Packed:</u> 12-50-0z. bags per box. Store at ambient temperature (There is no quality grade for puree)</p> <p><u>Delivery:</u> Sweet Potato Puree <u>600</u> cases to be picked up at the farm on <u>October 3, 2014.</u></p>	600	Cases	\$ <u>41.25</u>	\$ <u>24,750.00</u>
13	<p>Sweet Potatoes- <u>Packed:</u> 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 temperatures 55-60 degrees from harvest to final destination.</p> <p><u>Delivery:</u> Sweet Potatoes <u>1200</u> cases to be picked up at the farm on <u>September 19, 2014.</u></p> <p><u>Delivery:</u> Sweet Potatoes <u>1100</u> cases to be picked up at the farm on <u>October 17, 2014.</u></p>	2300	Cases	\$ <u>20.50</u>	\$ <u>47,150.00</u>
14	<p>Tomatoes- <u>Packed:</u> 10 pound case <u>Quality:</u> US Grade A No. 1, pink, number three color, 5x6 size, tomatoes must be washed; variety should be that of a slicing tomato. Handling temperatures 62-68 degrees F from harvest to final destination.</p> <p><u>Delivery:</u> Tomatoes <u>500</u> cases to be picked up at the farm on <u>August 22 and August 26, 2014.</u></p> <p><u>Delivery:</u> Tomatoes <u>500</u> cases to be picked up at the farm on <u>September 5 and September 9, 2014.</u></p>	1000	Cases	\$ <u>12.00</u>	\$ <u>12,000.00</u>

Item	Description	Qty	Unit	Unit Price	Extended Price
15	<p>Grape Tomatoes (Bagged)- <u>Packed:</u> 100 x 2.0 oz. bags. <u>Quality:</u> 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." <u>Delivery:</u> Grape Tomatoes bagged <u>500</u> cases to be picked up at the farm on <u>August 22 and August 26, 2014.</u> <u>Delivery:</u> Grape Tomatoes bagged <u>500</u> cases to be picked up at the farm on <u>September 5 and September 9, 2014.</u></p>	1000	Cases	\$ <u>24.35</u>	\$ <u>24,350.00</u>
16	<p>Yellow Squash- <u>Packed:</u> in 3/4 bushes box <u>Quality:</u> Squash should be US Grade No. 1 and be kept at 40-45 degrees. <u>Delivery:</u> Yellow Squash <u>500</u> boxes to be picked up at the farm on <u>August 22 and August 26, 2014.</u> <u>Delivery:</u> Yellow Squash <u>500</u> boxes to be picked up at the farm on <u>September 5 and September 9, 2014.</u></p>	1000	Boxes	\$ <u>18.85</u>	\$ <u>18,850.00</u>
17	<p>Zucchini- <u>Packed:</u> in 1/2 bushel boxes. <u>Quality:</u> Zucchini should be US Grade No.1 and kept at 40-45 degrees. <u>Delivery:</u> Zucchini <u>500</u> boxes to be picked up at the farm on <u>August 22 and August 26, 2014.</u> <u>Delivery:</u> Zucchini <u>500</u> boxes to be picked up at the farm on <u>September 5 and September 9, 2014.</u></p>	1000	Boxes	\$ <u>16.85</u>	\$ <u>16,850.00</u>
GRAND TOTAL					\$ <u>607,850.00</u>

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. **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.
23. **EXECUTIVE ORDER #50-PRICE-MATCHING PREFERENCE:** Pursuant to North Carolina General Statute § 143-59 (G.S. § 143-59) and Executive Order No. 50 issued by Governor Perdue on February 17, 2010, entitled "Enhanced Purchasing Opportunities for North Carolina Businesses," a price-matching preference may be given to North Carolina resident bidders on contracts for the purchase of goods. This preference will allow a qualified North Carolina resident bidder to match the price of the lowest responsible nonresident bidder, if the North Carolina resident bidder's price is within five percent (5%) or \$10,000, whichever is less, of the non-resident bidder's price. G.S. § 143-59(c) (1) defines a "resident bidder" as a "bidder that has paid unemployment taxes or income taxes in this State and whose principal place of business is located in this State. G.S. § 143-59(c)(2) defines a nonresident bidder as a bidder that does not meet the definition in G.S. § 143-59(c)(1). G.S. § 143-59(c)(3) defines a "principal place of business" as the "principal place from which the trade or business of the bidder is directed or managed."

In order to qualify for this preference, a resident bidder must: (1) request the preference; and (2) complete "Resident Bidder's Certification for Price-Matching Preference under Executive Order #50" (hereinafter the "Certification") included at the end of this solicitation. The Certification may not be submitted after the public opening of the bids. By executing the Certification, the bidder agrees to provide any additional information or documentation requested by the State to confirm the above certifications and statements within five (5) business days of request (including tax filings, banking statements, financial and accounting statements reflecting Bidder's payment of the subject taxes and such other information regarding bidder's management or directors of its business or trade of its principal place of business).

The State will evaluate the bids in accordance with the award criteria stated in this IFB to determine the lowest responsible bidder. If the lowest responsible bidder is a North Carolina resident bidder, then there will be no consideration of the price-matching preference. If the lowest responsible bid was submitted by nonresident bidder and there are no North Carolina resident bidders that submitted a bid price that was within 5% or \$10,000 of the nonresident bidder's price, then none of the North Carolina resident bidders qualified for the price-matching preference and no review of the Resident Bidder's Certifications is required.

If the lowest responsible bid was submitted by nonresident bidder and there are one or more North Carolina resident bidders that submitted a bid price that was within 5% or \$10,000 of the nonresident bidder's price, then the evaluators shall review the Certification(s) of the resident bidder(s) to determine whether the resident bidders have certified compliance with G.S. § 143-59(c)(1), (3) and the information and documentation provided in or with the Certification supports the resident bidder(s) certifications. The evaluators may seek clarification of the certifications and/or information in a resident bidder's Certification and request documentation (including but not limited to income tax or unemployment tax returns, reports and/or filing (annual and/or quarterly); banking statements or financial/accounting statements reflecting bidder's payment of income taxes or unemployment taxes to the State of North Carolina and such other information regarding bidder's management or directors of its business or trade of its principal place of business.). If the resident bidder's Certification for the price-matching is challenged in a bid protest, the resident bidder shall provide the foregoing information and/or documents to the State within five (5) business days of receiving a request from the State for such information and/or documentation. Pursuant to G.S. §§ 132-1.1, 105-259(b) and Paragraph 17 of the Instructions to Bidders, the State is prohibited from making public disclosures of the bidder's tax information and documents (except if one of the 39 exceptions applies in G.S. § 105-259(b)) and the State shall preserve the confidentiality of the tax information and/or documents received in response to a request for clarification (or, as discussed below, to resolve a bid protest challenging resident bidder's qualification for the price-matching preference). In order to further preserve the confidentiality of bidder's tax information and documentation provided the State, the bidder shall comply with Paragraph 17 of the Instructions to Bidders and mark "CONFIDENTIAL" at the top and bottom of each page of the information and documentation. After review of the Certification(s) and any clarification, the evaluators shall include in their recommendation for award a finding that the North Carolina resident bidder(s) was or was not qualified for the price-matching preference.

If more than one North Carolina resident bidder qualified for the price-matching preference, then the evaluators, purchaser, or procurement specialist shall prioritize the qualified North Carolina resident bidders according to their original bid prices, from lowest to highest, so that qualified North Carolina resident bidder that submitted the lowest bid should get the first opportunity to match the bid price of the nonresident lowest responsible bidder. If the lowest responsible and qualified North Carolina resident bidder declines to accept contract award, then the contract should be offered to the next lowest qualified North Carolina resident bidder and to continue in this manner until either a qualified North Carolina resident bidder accepts to contract award or the award is made to nonresident bidder if no qualified North Carolina resident bidder accepted the award. If two responsible North Carolina resident bidders qualify for

the price-matching preference, both had the same bid price, then the evaluators, purchaser or procurement specialist may: (1) consider the information provided in these bidders' Certifications or publicly available information to determine which bidder the contract award would have a greater impact of stimulating or sustaining the North Carolina economy and/or is most likely to create or save jobs (e.g., if the choice is between a resident broker and a resident manufacturer of the subject goods, then the contract should be awarded to the resident manufacturer); (2) consider the unemployment rate in the municipality or county where each bidder's principal place of business is located; or (3) seek clarification from the bidders to ascertain the impact on their respective businesses if offered the award of the contract.

If the resident bidder requests and qualifies for the price-matching preference, the resident bidder will first be offered the contract award and it will have three (3) business days to accept or decline the award based on the lowest responsible nonresident bidder's price.

If the resident bidder requests and qualifies for the price-matching preference, the resident bidder will first be offered the contract award and it will have three (3) business days to accept or decline the award based on the lowest responsible nonresident bidder's price.

If at any time during or after the procurement process (including but not limited to clarifications and resolution of bid protests), the State determines that: the certifications or information in the Certification were false, substantially inaccurate, materially misleading; or the Bidder failed to provide, within the specified time period, the information and documentation the State requested, then the State may:

- (1) Cancel the resident bidder's contract and/or purchase order that was awarded based on the price-matching preference and resident bidder shall be liable for all its cost it incurs as a result of the cancellation and all increased costs of the State may incur by awarding the contract to the next lowest bidder;
- (2) Bidder will not be entitled to any price-matching preference in any future State bidding opportunities;
- (3) Action may be taken against the contractor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties); and/or
- (4) Debar Bidder from doing business with the State of North Carolina for a period determined by the State Purchasing Officer and/or Board of Award.

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, NCD&CS may:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - 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:
- 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.
 - 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.)
 - 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.
- 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.

Document Revision Date: 10/25/2010



Revision 1



Ver en Español

Organization: Burch Equipment, LLC
Contact(s): Terri Burch
Address: 635 Burch Road 28341
Location: Faison, North Carolina, United States
Phone: (910) 267-5781 ext20

Processing: Burch Equipment, LLC
Contact: Elizabeth Reval
Location: 635 Burch Road 28341 Faison, North Carolina, United States

Shipper: Burch Equipment, LLC

Operation Type: **Processing**
 The physical inspections and record reviews were conducted 10-28/29-2013 with the HACCP and FSMS system reviews conducted 10-30-2013. The ice wash injection system for the field packed products is conducted by the harvest crew outside the facility and was excluded from the scope of this audit. The audit included the cabbage packing operation, processing operation and the cold storage, along with the supporting processes. The cabbage packing operation involves physical inspection, trimming of outer leaves, plastic overwrap, packing and storing. The overwrap system is applied to sweet potatoes; the processing includes a proofer, wash step, slicing, physical inspection and bagging. Ice is used in the process. The raw product is taken from the processing area and the finished product is delivered through a wall for cold storage. There is no equipment shared between the processing room and the other operations. The personnel work in the packing room or the processing room but not both at the same time.

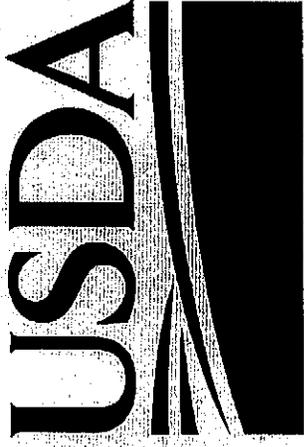
Audit Score: 84.66%
Date Audit Started: 10/28/2013 08:00
Date Audit Finished: 10/30/2013 00:30
Product(s): Spinach, Broccoli, Cabbage, Kale, Cauliflower, Parsley, Cilantro, Beets, Greens, Mustard, Greens, Turnips, Collard Greens, Napa, Sweet Potatoes, Swiss Chard, Romaine, White Turnip
Auditor(s): Terri Crane (Primus Labs)

Audit Percentage Score: 84.66%
Score After Compliance of corrective actions: 92.46% [Click here to see Corrective Action Activity](#)

GPS Coordinates: **Latitude:** 35° 6' 48" **Longitude:** -78° 12' 42"

Certificate Link: [View Certificate](#)

Requirement	Score	Possible Points	Percent Score	Score	Possible Points	Percent Score
Food Safety Management System Requirements	163	222	73.42%	215	222	96.85%
Good Manufacturing Practices Requirements	277	1015	88.40%	921	1015	90.74%
HACCP System Requirements	246	272	87.28%	268	275	97.45%
Total	326	1312	84.66%	602	612	92.46%



United States Department of Agriculture

This is to verify that

Deal Orchards, Incorporated

Taylorsville, North Carolina

has successfully met USDA's acceptance criteria of the voluntary

Produce GAPs Harmonized Food Safety Standard

Apples, Peaches, Asian Pears, Nectarines - Post-Harvest Operations

Lawrence A. Schubert

Director, Specialty Crops Inspection Division

September 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>

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

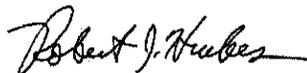
Issued to
Howell Farming Company
106 J&L Drive
Goldsboro, NC 27530

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:

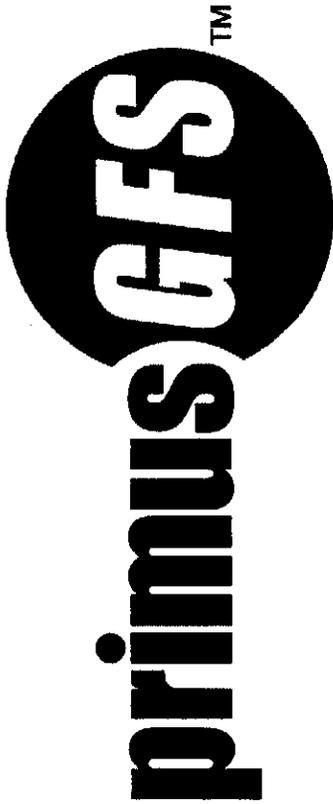
Product	Product Description	Harvest excluded	Product Handling
Watermelons	00028-XLXVH-0002	No	Yes

Date of Issuing: July 19, 2013

Valid from: 19/07/2013
July 19, 2013Valid to: 18/07/2014
July 18, 2014Authorized by
Robert J. Hrubes, Senior VP

Date of Certification Decision: 19/07/2013

SCS Global Services, 2000 Powell Street, Suite 600, Emeryville, CA 94608
DHernick@scsglobalservices.comThe current status of this certificate is always displayed at: <http://www.globalgap.org/search>



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 Level: 99.79 Superior

Certificate Valid From :

Sep 04, 2013 to Sep 03, 2014

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



when food safety counts



American National Standards Institute

CB No.:0623

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

Authorized by:

Robert F. Stovicek, President, PrimusLabs

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:

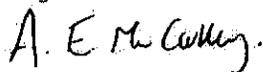
1 July 2013

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.

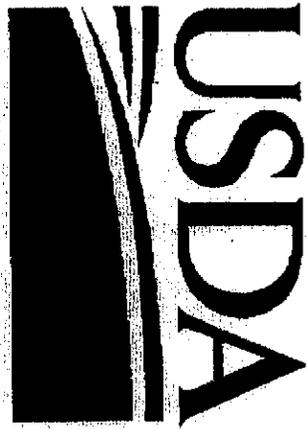
The additional page(s) of this certificate contain details of
the products and produce handling sites certified to this
Producer

Certificate issue number 1

Signed on behalf of NSF Certification UK Ltd



AMANDA McCARTHY
Certification Director



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

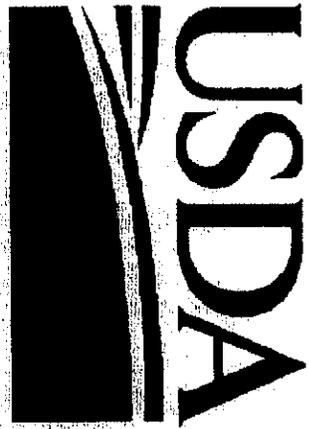
*Collards, Sweet Potatoes, Salad Greens, Kale, Cabbage-Farm Review, Field Harvesting & Field Packing Activities,
 House Packing Facility, Storage & Transportation*

Dennis A. Hillitt

Director, Specialty Crops Inspection Division

November 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/gapchp>



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

Dennis A. Thillett

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/gapchp>

United States Department of Agriculture



This is to verify that T.C. Smith Produce Farm, Inc.; Seven Springs, NC
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/qaqpc>

Farm Review, Field Harvesting and Field Packing Activities, Storage and Transportation

Strawberries

5/9/2013

James A. Elliott

Date

FV-247 (07-98)

Chief, Processed Products Branch



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)

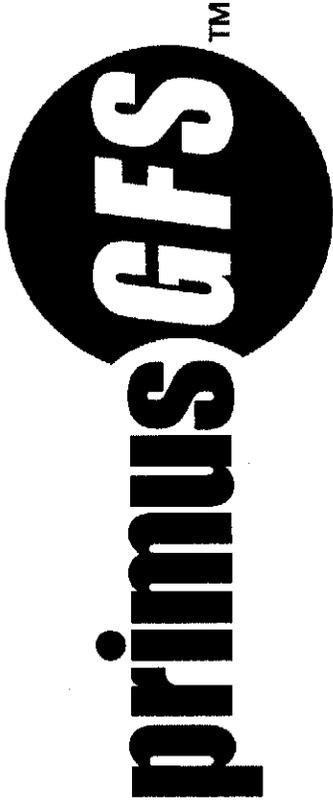
CMI Reg ID GGN/GLN	Producer /PMU Name	Producer /PMU Address	Product	PH	HE	PP	PO
CMI 01/223/1/13 4050373867133	Jackson Farming Company	3171 Ernest Williams Road, North Carolina	Broccoli	Yes	No	No	No
			Melons	Yes	No	No	No
			Strawberries	Yes	No	No	No
			Sweet Potatoes	Yes	No	No	No
			Watermelons	Yes	No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

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

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)

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



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

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



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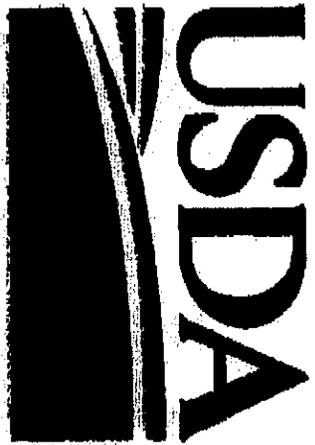
American National Standards Institute

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

CB No.:0623

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



United States Department of Agriculture

This is to verify that

C. V. PISON FARM

Cameron, North Carolina

has successfully met USDA's acceptance criteria of the voluntary

USDA Good Agricultural Practices & Good Handling Practices Audit

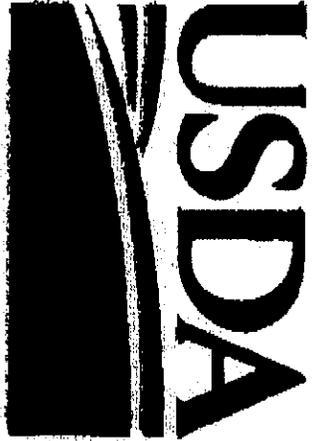
Various Fruits & Vegetables, Greenhouse Tomatoes-Farm Review, Field Harvesting & Field Packing Activities

Dennis A. Stitt

Director, Specialty Crops Inspection Division

June 2014

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



United States Department of Agriculture

This is to verify that

C.V. Pilson Farm

Cameron, North Carolina

has successfully met USDA's acceptance criteria of the voluntary

USDA Good Agricultural Practices & Good Handling Practices Audit

Various Fruits & Vegetables, Sweet Potatoes-Farm Review

Lenny A. Hillist

Director, Specialty Crops Inspection Division

June 2014

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



PrimusGFS ID:35200 - Cert:3
 CB Registration No.: PLc-PGFS-1413 - 1
 Revision: 1
 Audit Date: Sep 23, 2013

Certificate Issued To:

Organization: Flavor 1st Growers & Packers, LLC

Operation: Packinghouse

Flavor 1st Growers & Packers

331 Banner Farm Road Mills River, North Carolina, United States

Product(s)*:

Bell Peppers, Cucumbers, Eggplant, Green Beans, Okra, Hot Peppers, Summer Squash, Winter Squash,
 Zucchini Squash, Sweet Corn, Tomatoes Plum, Tomatoes Roma, Grape Tomatoes, Round
 Tomatoes

Certificate Level: 98.93 Superior

Certificate Valid From :

Oct 25, 2013 to Oct 24, 2014

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.

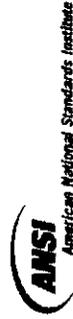
PLc-PGFS-	Option	Type	Products
1413	Facility	Packinghouse	Bell Peppers, Cucumbers, Eggplant, Green Beans, Okra, Hot Peppers,

*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



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Authorized by:

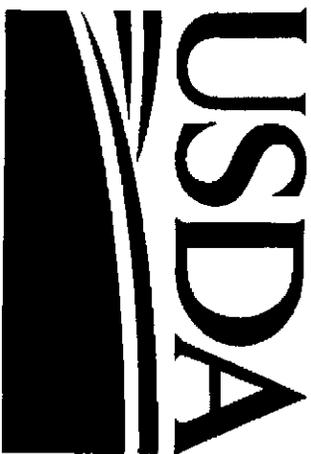
Robert F. Stovicek

CB No.:0623

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



United States Department of Agriculture

This is to verify that

Fresh-Pik Produce, Incorporated

Kenly, North Carolina

has successfully met USDA's acceptance criteria of the voluntary

Produce GAPs Harmonized Food Safety Standard

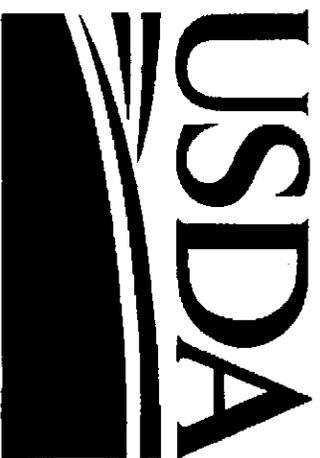
Lettuce-Field Operations & Harvesting

A handwritten signature in black ink, appearing to read "Lawrence A. Thibault".

Director, Specialty Crops Inspection Division

October 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>



United States Department of Agriculture

This is to verify that

Fresh-Pik Produce, Incorporated

Kenly, North Carolina

has successfully met USDA's acceptance criteria of the voluntary

Produce GAPs Harmonized Food Safety Standard

Lettuce - Post-Harvest Operations

A handwritten signature in black ink, appearing to read "Lawrence A. Tillot".

Director, Specialty Crops Inspection Division

October 2013