



STATE OF NORTH CAROLINA

Department of Agriculture and Consumer Services

Invitation for Bid #10-IFB-007166

Fresh Fruits and Vegetables

Issued: April 12, 2016

Bid Opening Date: April 25, 2016

At 3:00 PM ET

Direct all inquiries concerning this IFB to:

Michele Goff

Purchasing Officer

Email: michele.goff@ncagr.gov

Phone: 919-707-3065

Bid Number: 10-IFB-007166

Vendor: NC Farm to School Coop Inc.



**STATE OF NORTH CAROLINA
Department of Agriculture and Consumer Services**

Refer ALL Inquiries regarding this IFB to: Michele Goff, Purchasing Officer Email: michele.goff@ncagr.gov Phone: 919-707-3065 Fax: 919-733-1048	Invitation for Bids #10-IFB-007166
	Bids will be publicly opened: April 25, 2016; 3:00 pm
	Contract Type: Agency Specific
	Commodity No. and Description: 390-84 - Fresh Fruits and Vegetables
	Using Agency: Food Distribution

EXECUTION

In compliance with this Invitation for Bid, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Vendor certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. §143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of 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.

Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.

VENDOR: <u>NC Farm to School Coop Inc</u>		
STREET ADDRESS: <u>7302 Sadie Road</u>	P.O. BOX:	ZIP: <u>27542</u>
CITY & STATE & ZIP: <u>Kerby N.C.</u>	TELEPHONE NUMBER: <u>252 237-1260</u>	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: <u>James Sharp</u>	FAX NUMBER: <u>252 237-6133</u>	
VENDOR'S AUTHORIZED SIGNATURE: <u>James Sharp</u>	DATE: <u>4-22-16</u>	E-MAIL: <u>jsharp@freshpic.com</u>

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the NCDA&CS shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR STATE USE ONLY: Offer accepted and Contract awarded this <u>5th</u> day of <u>May</u> , 20 <u>16</u> , as indicated on the attached certification, by <u>Michele Goff, Purchasing Officer</u> (Authorized Representative of NCDA&CS).
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1.0 PURPOSE AND BACKGROUND

The Department of Agriculture and Consumer Services, Food Distribution Division on behalf of NC Public Schools, is soliciting quotes to provide quality fresh fruits and vegetable products to North Carolina Schools. Other factors being equal, we prefer NC products. However, NC products will not be preferred at the expense of either quality or price.

The North Carolina Farm to School Program was formed in 1997 by the N.C. Department of Agriculture & Consumer Services (NCDA&CS) Food Distribution and Marketing divisions and the U.S. Department of Defense Produce Merchandising Office (DOD) to develop a system for North Carolina schools across the state to receive fresh produce grown by local farmers.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BIDS DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

2.2 E-PROCUREMENT SOLICITATION

ATTENTION: This is NOT an e-procurement solicitation. Paragraph #17 of Attachment E: North Carolina General Contract Terms and Conditions, paragraphs (b) and (c), do not apply to this solicitation.

2.3 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The Contract Lead will make every effort to adhere to this schedule.

Action	Responsibility	Date and Time
Issue IFB	State	April 12, 2016
Submit Written Questions	Vendors	April 18, 2016, 3:00 pm ET
Provide Response to Questions	State	April 19, 2016, 3:00 pm ET
Submit Bids	Vendors	April 25, 2016, 3:00 pm ET
Award Contract	State	TBD

2.4 BID QUESTIONS

- **Purpose:** Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.
- **Instructions:** Written questions shall be e-mailed to michele.goff@ncagr.gov by the date and time specified above. Vendors should enter "IFB-007166 – Questions" as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question...?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with

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Vendor: NLC Farm to School Coop Inc

this IFB, shall be considered authoritative or binding. Vendors shall be entitled to rely *only* on written material contained in an Addendum to this IFB.

2.5 BID SUBMITTAL

- **Instructions:** Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein. Refer to Section 2.6 BID CONTENTS for details on required content of submitted bids.

MAILING ADDRESS FOR DELIVERY OF BID VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, OVERNIGHT DELIVERY, OR BY ANY OTHER CARRIER (Do not use this address if the US Postal Service will be the delivery service.)
BID NUMBER: 10-IFB-007166 NCDA&CS Purchasing Attn: Michele Goff 1001 Mail Service Center Raleigh, NC 27699-1001	BID NUMBER: 10-IFB-007166 NCDA&CS Purchasing Attn: Michele Goff, Room 414 2 West Edenton Street Raleigh, NC 27601

IMPORTANT NOTE: It is the responsibility of the Vendor to have the signed bid physically in this Office by the specified time and date of opening, regardless of the method of delivery. This is an absolute requirement. The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will not be accepted or evaluated. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service or method—is entirely on the Vendor. Note that the U.S. Postal Service generally **does not deliver** mail to the street address above, but to the State’s Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency’s purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a bid.

Vendors shall deliver one (1) **signed, original executed** bid response of its bid to the address identified in the table in this Section. Include only bids in response to this IFB in a sealed package. Address package and insert bid number as shown in the table in this Section.

Bids shall be marked on the outside of the sealed envelope with the Vendor’s name, Bid number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package.

Attempts to submit a Bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to e-mail, in response to this Invitation for Bids will **not** be accepted. Bids are subject to rejection unless submitted with the information above included on the outside the sealed bid package.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing on this IFB periodically check the State’s IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor’s offer, at the State’s election.

2.6 BID CONTENTS

For each of Vendor's bid, Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested, as outlined below. Vendor IFB responses shall include the following items and they should be arranged in the following order:

- a) Completed and signed version of EXECUTION PAGE, and signed receipt pages of any addenda released in conjunction with this IFB
- b) Completed version of ATTACHMENT A: PRICING FORM
- c) ATTACHMENT B: INSTRUCTIONS TO VENDORS
- d) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- e) ATTACHMENT D: CERTIFICATION OF ELIGIBILITY
- f) Other completed sections that require the Vendor to provide information.

2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity
- b) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- c) **CONTRACT LEAD:** Representative of the NC Department of Agriculture and Consumer Services who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer the contract for the State.
- d) **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- e) **IFB:** Invitation for Bids.
- f) **NCDA&CS:** North Carolina Department of Agriculture & Consumer Services
- g) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- h) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- i) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- j) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- k) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids.

2.8 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, instruction or other component within this IFB, those must be submitted as questions in accordance with Section 2.4 BID QUESTIONS. If the State determines that any changes will be made as a result of the points raised, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific components of the Contract that have been addressed during the question and answer period. Other than through this process, the State will reject and shall not be required to evaluate or consider any additional or modified terms and conditions or instructions to Vendor submitted with Vendor's response. This applies to any language appearing in or attached to the document as part of the Vendor's response that purports to vary any terms and conditions or Vendors'

instructions herein or to render the bid non-binding or subject to further negotiation. **By execution and delivery of a bid in response to this Invitation for Bids, Vendor agrees that any additional or modified terms and conditions, including Instructions to Vendors, whether submitted purposely or inadvertently, or any purported condition to the offer shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in Section 2.4 BID QUESTIONS, about whether a specific, proposed modification is acceptable to or will be considered by the State. Identification of objections or exceptions to the State's terms and conditions in the bid itself shall not be allowed and shall be disregarded or the bid rejected. By executing and submitting its bid in response to this IFB, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications a Vendor may request.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified bids will be evaluated and award or awards will be based on lowest responsive bid meeting specifications.

While the intent of this IFB is to award a Contract to single vendor for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The status of a Vendor's e-Procurement Services account(s) that is in arrears by 91 days or more at the time of bid opening shall be considered a relevant factor in determining whether to award a Contract under this IFB.

3.2 BID EVALUATION PROCESS

1. Bids are requested for the items as specified. The State reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished on this bid may be used as a factor in determining the award of this contract.
2. At that date and time specified as the bid opening, the package containing the bids from each responding firm will be opened publicly and the name of the Vendor and the price(s) bid announced.
3. The State shall review all Vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB. The State reserves the right to waive any minor informality or technicality in bids received.
4. For all responses that pass the initial review process, the State will review and assess the Vendors' pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.
5. Bids will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Upon completion of all evaluations, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation.

Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

Vendors are cautioned that this is an invitation for bids, not a request or an offer to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

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NOTE: During the evaluation period and prior to award, all information concerning the bid and evaluation is **confidential**, and possession of the bids and accompanying information is limited to personnel of the issuing agency and any third parties involved in this procurement process, and to the committee responsible for participating in the evaluation. Any attempt on behalf of a Vendor to gain such confidential information, or to influence the evaluation process (e.g., contact anyone involved in the evaluation, criticize another Vendor, offer any benefit or information not contained in the bid) in any way is a violation of North Carolina purchasing law and regulations and shall constitute sufficient grounds for disqualification of Vendor's offer from further evaluation or consideration in the discretion of the State.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

4.1 PRICING

Bid price shall constitute the total cost to Buyer, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: PRICING FORM and include with Bid.

4.2 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

Vendors are requested to offer only comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the State's best interest.

4.3 TRANSPORTATION

The Vendor shall deliver Free-On-Board (FOB) Destination to one of the Food Distribution warehouses below with all transportation costs listed as a separate item. At the discretion of the Department, the items may be picked up from another predetermined location after award.

Salisbury Warehouse
160 Circle M Drive
Salisbury, NC 28147

Creedmoor Warehouse
2582 West Lyon Station Road
Creedmoor, NC 27522

4.4 CONTRACT PERIOD

This is an Agency Specific Term Contract beginning from date of award through July 25, 2016. 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.

4.5 CONTACT

Ted Fogleman, or designee, of the Food Distribution Division, is the contact person for the Department only after an award has been made. He may be reached at (919) 575-4490 or Ted.Fogleman@ncagr.gov.

4.6 PRODUCT RECALL

In the event of a product recall of a delivered item, the successful Vendor will immediately notify NCD&CS Food Distribution.

4.7 INSURANCE

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 insurance as per Paragraph 15 of the Terms and Conditions.

5.0 PRODUCT SPECIFICATIONS

5.1 FOOD DISTRIBUTION RESPONSIBILITIES

1. Notify the Vendor of the quantities 2-4 weeks in advance of the delivery.
2. Coordinating the delivery of fresh produce from the Vendor. Coordinating the pick-up of fresh produce if the Department makes the pick-up as described in 4.3.
3. Schools shall have twenty-four (24) hours from time of delivery to report any problem to NCDA&CS. Will notify the vendor of any issues.
4. Invoicing to schools and payments to vendor.

5.2 VENDOR REQUIREMENTS

1. Vendor shall provide current proof of GAP third party audit with Bid, if applicable.
2. Vendor shall provide current proof of HACCP or HARPC third party audit with Bid, if applicable.

5.3 VENDOR RESPONSIBILITIES

1. All produce shipped to the Farm to School program will be required to have a USDA fruit and vegetable inspection, and meet the minimum grade of a US Number 1 prior to shipment.
2. NCDA&CS prefers NC products and "NC Goodness Grows" membership, however, these preferences will not be at the expense of either quality or price.
3. All produce is to be the current season's harvest unless otherwise noted in the description.
4. Product shall 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.
5. Product shall be held at the proper temperature as noted in product specifications to begin the cold chain and the cold chain shall not be broken.
6. Notification of quantities shall be provided to Vendor a minimum of two weeks and a maximum of four weeks before required delivery/pickup from the Vendor. NCDA&CS and NC Schools reserve the right to change the quantity of produce indicated herein within seventy-two (72) hours of delivery/pickup from Vendor with no change in the price offered.
7. In the event the Vendor is unable to fulfill the contract, notification shall be submitted to the NCDA&CS Marketing Specialist in table listed below immediately prior to delivery/pickup or by 12:00 noon on the day before scheduled delivery/pickup of the product.

Marketing Specialist	Commodities	Phone Number
Tommy Fleetwood	Broccoli crowns, romaine lettuce, collards, cabbage, kale	252-331-4773
Nick Augustini	Watermelons, cantaloupes, sprite melons	919-707-3125
Jack Ruff	Apples, tomatoes, apple slices, bagged blueberries, bagged grape tomatoes, Asian Pear, peaches	828-253-1691
Dexter Hill	Strawberries, blueberries	252-527-7125
Heather Barnes	Sweet potatoes	919-707-3127

8. In the event of a product recall of a delivered item, the successful Vendor will immediately notify NCDA&CS Food Distribution.
9. The successful Vendor shall have produce delivered/picked up by designated date. If produce will be picked up, produce shall be ready at the pickup point designated by Food Distribution.

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10. 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.

ATTACHMENTS TO THIS IFB BEGIN ON THE NEXT PAGE.

ATTACHMENT A: PRICING FORM

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1.	<p><u>APPLE SLICES</u></p> <p><u>Packed:</u> 100 two ounce bags packed per case, apple slices are to be packed in a modify atmosphere bag.</p> <p><u>Quality:</u> Rome, gala, golden delicious variety, apple slices are to be stored at 34-38 degrees F.</p> <p><u>Delivery/Pickup:</u> Apple slices <u>150</u> cases on <u>June 10, 2016.</u></p> <p><u>Delivery/Pickup:</u> Apple slices <u>150</u> cases on <u>June 24, 2016.</u></p> <p><u>Delivery/Pickup:</u> Apple slices <u>150</u> cases on <u>July 8, 2016.</u></p> <p><u>Delivery/Pickup:</u> Apple slices <u>150</u> cases on <u>July 22, 2016.</u></p>	600	Cases	\$ <u>24⁰⁰</u>	\$ <u>14,400⁰⁰</u>
2.	<p><u>BLUEBERRIES</u></p> <p><u>Packed:</u> 12/one pint clam shells per flat.</p> <p><u>Quality:</u> US Grade A No 1, handling temperatures 34-38 degrees F from harvest to final destination.</p> <p><u>Delivery/Pickup:</u> Blueberries <u>35</u> flats on <u>June 10, 2016.</u></p> <p><u>Delivery/Pickup:</u> Blueberries <u>30</u> flats on <u>June 24, 2016.</u></p> <p><u>Delivery/Pickup:</u> Blueberries <u>35</u> flats on <u>July 8, 2016.</u></p>	100	Flats	\$ <u>24⁰⁰</u>	\$ <u>2,400⁰⁰</u>

Vendor: AVC Farm to School Corp Inc.

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
3.	<p><u>CANTALOUPE</u></p> <p><u>Packed:</u> 6 to 12 count, a 35-40 pound case</p> <p><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/Pickup:</u> Cantaloupes <u>70</u> cases on <u>June 24, 2016.</u></p> <p><u>Delivery/Pickup:</u> Cantaloupes <u>70</u> cases on <u>July 8, 2016.</u></p> <p><u>Delivery/Pickup:</u> Cantaloupes <u>60</u> cases on <u>July 22, 2016.</u></p>	200	Cases	\$ <u>1450</u>	\$ <u>2,900⁰⁰</u>
4.	<p><u>GRAPE TOMATOES - (BAGGED)</u></p> <p><u>Packed:</u> 100 X 2.0 oz. bags per box.</p> <p><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."</p> <p><u>Delivery/Pickup:</u> Grape tomatoes <u>15</u> boxes on <u>June 10, 2016.</u></p> <p><u>Delivery/Pickup:</u> Grape tomatoes <u>15</u> boxes on <u>June 24, 2016.</u></p> <p><u>Delivery/Pickup:</u> Grape tomatoes <u>15</u> boxes on <u>July 8, 2016.</u></p> <p><u>Delivery/Pickup:</u> Grape tomatoes <u>15</u> boxes on <u>July 22, 2016.</u></p>	60	Boxes	\$ <u>29⁰⁰</u>	\$ <u>1,740⁰⁰</u>

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
5.	<p><u>SPRITE MELONS</u></p> <p><u>Packed:</u> in 15, 18, 20, 24 and 28 count cartons.</p> <p><u>Quality:</u> 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.</p> <p><u>Delivery/Pickup:</u> Sprite Melons <u>70</u> boxes on <u>July 8, 2016.</u></p> <p><u>Delivery/Pickup:</u> Sprite Melons <u>80</u> boxes on <u>July 22, 2016.</u></p>	150	Boxes	\$ <u>16⁵⁰</u>	\$ <u>2,475⁰⁰</u>
6.	<p><u>SEEDLESS WATERMELONS</u></p> <p><u>Packed:</u> 2 to 3 melons per box, melons shall weigh between 10-15 pounds apiece, 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 watermelons boxes. Handling temperatures 50 to 60 degrees F from harvest to final destination.</p> <p><u>Delivery:</u> Watermelons <u>220</u> boxes on <u>July 8, 2016.</u></p> <p><u>Delivery:</u> Watermelons <u>220</u> boxes on <u>July 22, 2016.</u></p>	440	Boxes	\$ <u>10⁵⁰</u>	\$ <u>4,620⁰⁰</u>
TOTAL ALL PRODUCTS					\$ <u>28,535⁰⁰</u>

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
6.	SHIPPING COSTS: For evaluation purposes, please state one time delivery cost for all items for dates listed.	1	Dollars	June 10, 2016	\$ <u>231⁰⁰</u>
				June 24, 2016	\$ <u>371⁰⁰</u>
				July 8, 2016	\$ <u>321⁰⁰</u>
				July 22, 2016	\$ <u>321⁰⁰</u>
TOTAL SHIPPING					\$ <u>1,244⁰⁰</u>

TOTAL ALL PRODUCTS	\$ <u>28,535⁰⁰</u>
TOTAL ALL SHIPPING	\$ <u>1,244⁰⁰</u>
GRAND TOTAL	\$ <u>29,779⁰⁰</u>

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ATTACHMENT B: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these instructions to Vendors or elsewhere in this IFB document.
2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to sign the Execution page (page 3 of the IFB) in the indicated space will render bid non-responsive and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in the resulting contract, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) specifications in Sections 2, 4, and 5 of this IFB; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT B: INSTRUCTIONS TO VENDORS; and (5) Vendor's Bid.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each Vendor must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Bids that do not comply with these requirements shall constitute sufficient grounds to reject the bid.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the 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 adequately 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.
9. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
 - All copies of the bid are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable 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, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

10. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute §143-48 and Executive Order 150 (1999), the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
11. **RECIPROCAL PREFERENCE:** G.S. §143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying percentage increases to any bid by a North Carolina resident Vendor. The "Principal Place of Business" is defined as the principal place from which the trade or business of the Vendor is directed or managed.
12. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
13. **PROTEST PROCEDURES:** When a Vendor wishes to protest a Contract resulting from this solicitation that is awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least \$25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than \$25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Bid status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
14. **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.
15. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, 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 directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this IFB. Vendors 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.
16. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in this IFB and in formal Addenda issued through IPS.
17. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch>. 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 the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.

Vendor: NL Farm to School Coop Inc.

18. **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 of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website <http://www.pandc.nc.gov/>.
19. **WITHDRAWAL OF BID:** a bid may be withdrawn only in writing and actually received by the office issuing the IFB prior to the time for the opening of bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of bids shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
20. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting bids are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.
21. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
22. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State determination 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.

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ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this agreement, the State shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In case of default by the Vendor for any reason, the State may procure substitute goods from other sources and hold the Vendor responsible for any excess cost occasioned thereby. The State reserves the right to require at any time a performance bond or other acceptable alternative guarantees from a successful Vendor without expense to the State.

In addition, in the event of default by the Vendor under this Contract, the State may, upon notice, immediately cease doing business with the Vendor, immediately terminate for cause all existing Contracts the State has with the Vendor, and debar the Vendor from doing future business with the State. The State may take action against the Vendor 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).

Upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately terminate this Contract for cause and act to debar the Vendor 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 Vendor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The State 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 Vendor 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.
- a. 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 refuses 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.
 - b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
 - c. 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.
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, without regard to its conflict of laws rules.
7. **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 Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

- 8. **AFFIRMATIVE ACTION:** The Vendor 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.
- 9. **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.
- 10. **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.

The complete product(s) offered herein, and NOT merely its component parts or subsystems, must comply with the above requirement for safety listing. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings, and any other actions required to supply conforming products to the State as described in this IFB, are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection. The requirements of this paragraph 10 shall not be waived by contract award or otherwise by the purchasing agency.

- 11. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
- 12. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.
- 13. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G. S. §143-49(9).
- 14. **ASSIGNMENT:** No assignment of the Vendor's obligations or the Vendor'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 Vendor, the State may:

- a. Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b. Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

15. INSURANCE:

COVERAGE - During the term of the Contract, the Vendor 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 Vendor shall provide and maintain the following coverage and limits:

a. **Worker's Compensation** - The Vendor 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 \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the sub-Contractor 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 \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor 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 Vendor 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 Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

16. **GENERAL INDEMNITY:** The Vendor 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 Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the State has knowledge of such claims. The Vendor 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 Vendor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

17. **ELECTRONIC PROCUREMENT:** (a) 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 Vendor 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.

(b) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF GOODS INCLUDED ON 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 Vendor for the services rendered by the Supplier Manager under this contract. Vendor 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 Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.

(c) Vendor 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 a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless Supplier Manager receives written notice from the Vendor

Vendor: NC Farm to School Coop Inc.

identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee. 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. Pursuant to North Carolina General Statute §147-86.23, the Service will charge interest and late payment penalties on past due balances. Interest shall be charged at the rate set by the Secretary of Revenue pursuant to N.C.G.S. §105-241.21 as of the date the balances are past due. The late-payment penalty will be ten percent (10%) of the account receivable. Within thirty (30) days of the receipt of invoice, Vendor may dispute in writing the accuracy of an invoice. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

(d) 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 Vendor 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.

(e) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor 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 Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

VENDOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ANY SUB-CONTRACTOR OR DEALER INVOLVED IN PERFORMANCE UNDER THIS CONTRACT IN THE EVENT THAT SUCH SUB-CONTRACTOR OR DEALER DEFAULTS ON PAYMENT.

18. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
19. **ENTIRE AGREEMENT:** This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any Addenda hereto, and the Vendor's bid are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the State and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
21. **WAIVER:** The failure to enforce or the waiver by the State of any right or of any breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
22. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Vendor: NC Farm to School Coop Inc.

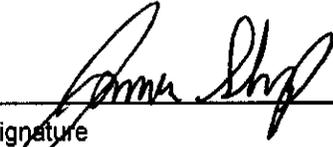
ATTACHMENT D: CERTIFICATION OF ELIGIBILITY

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: NC Farm to School Coop Inc.

By: 
Signature

4-22-16
Date

James Sharp
Printed Name

President
Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

PrimusGFS ID:66980 - Cert:2
 CB Registration No.: PLC-PGFS-4931 - 1
 Revision: 1
 Audit Date: Feb 13, 2015



Certificate Issued To:

Certificate Valid From :
 Mar 26, 2015 to Mar 25, 2016

Organization: Hendersons Best Fresh Cuts
Operation: Processing
 Hendersons Best Fresh Cuts
Product(s)*: 4680 Howard Gap Rd. Bldg. 1 Hendersonville, North Carolina 28792, United States
 Apples, Grapes, Pineapples, Tomatoes Grape
Certificate Level: 97%

PrimusLabs certifies that this operation has complied with the applicable requirements of PrimusGFS Version 2.1

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

PA-PGFS-	Option	Operation Type
PLC-PGFS-4931	Facility	Processing

*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

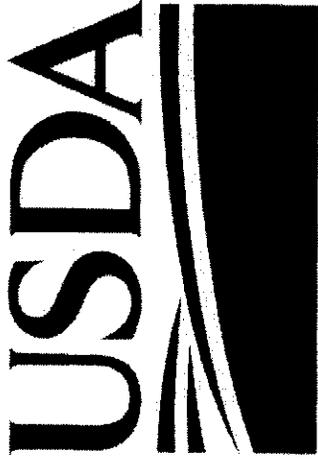


Authorized by:

Robert F. Stovicek

Robert F. Stovicek, President, PrimusLabs
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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, Inc.

Kenly, North Carolina

has successfully met USDA's acceptance criteria of the voluntary

Produce GAPs Harmonized Field Operations and Harvesting Audit

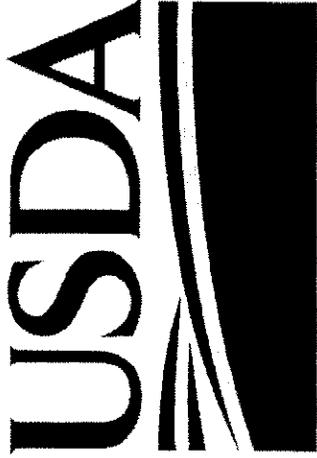
Cabbage, Lettuce, Strawberries

Larry A. Tibbett

Director, Specialty Crops Inspection Division

4/28/2015

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



United States Department of Agriculture

This is to verify that

Fresh-Pik Produce, Inc.

Kenly, North Carolina

has successfully met USDA's acceptance criteria of the voluntary

Produce GAPs Harmonized Post-Harvest Audit

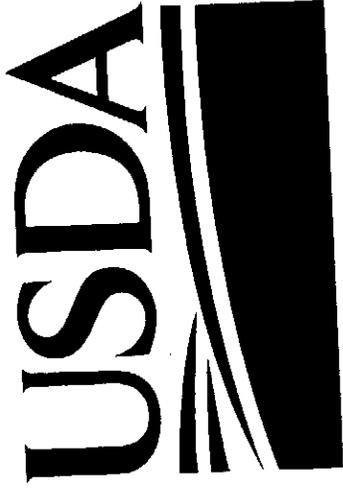
Cabbage, Lettuce, Strawberries

Laurens A. Tibbott

Director, Specialty Crops Inspection Division

4/28/2015

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



United States Department of Agriculture

This is to verify that

T C Smith Produce Farm

Seven Springs, North Carolina

has successfully met USDA's acceptance criteria of the voluntary

Produce GAPs Harmonized Post-Harvest Audit

Cantaloupes, Watermelons, Tomatoes, Mixed Melons, Corn, Peppers, Okra

Larry A. Tibbitt

Director, Specialty Crops Inspection Division

7/16/2015

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

GN: 4052852576413
Registration #: SCS_318602016

**GLOBALG.A.P.
CERTIFICATE**

According to GLOBALG.A.P.[®]
Integrated Farm Assurance General Regulations Version 4.0-2_Mar 2013
GLOBALG.A.P. IFA Control Points and Compliance Criteria (CPCC) Version
V4.0-2_Mar2013 - Interpretation Guideline The USA Oct 2013

Option 1

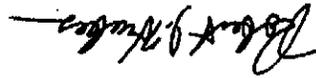
Issued to
Howell Farming Company
106 J&L Drive
Goldsboro, NC 27530

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
Sweet Potatoes	00043-XCFPL-0002	No	Yes
Watermelons	00043-XCFPP-0002	No	Yes

Date of Issuing: January 6, 2016
Valid from: 06/01/2016
January 6, 2016
Valid to: 05/01/2017
January 5, 2017

Authorized by
Robert J. Hrubec, Executive VP


Date of Certification Decision: 06/01/2016

SGS

OAAV

Organismo Acreditado
 Organismo de Fiscalización
 OGP 414



GLOBALG.A.P. No.: 4050373967133
 GLOBALG.A.P. Registration No.: SGS-ARG 15 0498

GLOBALG.A.P.

CERTIFICATE

GLOBALG.A.P. IFA GR Version 4.0-2 Mar 2013

Fruits and Vegetables

Option 1 - Individual Producer

Issued to

JACKSON FARMING COMPANY
 3171 Ernest Williams Road, Autyville, NC 28318
 U.S.A.

The Annex contains details of the producers and production management units product handling units included in the scope of this certificate. SCS Argentina S.A. declares that the production of the products mentioned on this certificate has been found to be compliant in accordance with the standard: GLOBALG.A.P. Control Points and Compliance Criteria IFA Version 4.0-2 Mar 2013.

Product	GLOBALG.A.P. Product Certificate Number	Product Handling included	Covered (has)
Strawberry	00043-VCRTV-002	Yes	11,3312
Watermelon	00043-VCFTVC-002	Yes	255,7259
Melon	00043-VCFTP-002	Yes	175,9898
Sweet Potato	00043-VCFTL-002	No	177,0709
Broccoli	00043-VCFTH-002	Yes	4,7529

Authorized by Alberto Alvisio

Date of Certification Decision: 24/11/2015

Date of Issuing: 24/11/2015
 Valid From: 24/12/2015
 Valid To: 23/12/2016

CERTIFICATE No. F 430101/NCI 318533
 File No. 01.609

The current status of this certificate is always displayed on the website: <http://www.globalgap.org>



GLOBALG.A.P.

ANNEX FOR GGN: 4050373867133

Date of issue: 24/12/2015

Product Management Units (PMUs)

Product (s)	Unit Name and Address
Sweet Potato	Home Farm 3171 Ernest William Rd, Aubryville, NC 28318
	Payens 938 Caroll Store Road, Aubryville, NC 28318
	Arons 5346 Vander Road, Sealemburg, NC 28385
	Bridge 4000 Minnie Hall Road, Aubryville, NC 28318
	Bridge 1135 Libbie Road, Aubryville, NC 28318
	Rodney's 938 Caroll Store Road, Aubryville, NC 28318
	Tim 1046 Pumpkintown Road, Aubryville, NC 28318
	Sumnerlin 4311 Ernest William Road
	Ralph 3171 Ernest William Rd, Aubryville, NC 28318
	Leon 715 Ernest William Road, Aubryville, NC 28318
	Duckpond 5979 Aubryville Road, Aubryville, NC 28318
	Jabocs 1659 Leroy Aubry Road, Aubryville, NC 1727
	Henry Saw Mill 1135 Libbie Road, Aubryville, NC 28318
	Dolans 6029 Minnie Hall Road, Aubryville, NC 28318
Roland 3980 Cornith Churuc Road, Sealemburg, NC 28385	
Tart 1 3381 Carrol Store Road, Aubryville, NC 28318	
Wire Branch Rd 495 Reeda Branch Road, Roseboro, NC 28382	
Ray Sumnerlin 4311 Ernest Williams Rd, Aubryville, NC 28318	
Bagget Farm 1485 Aubryville Hwy, Sealemburg, NC 28385	
Kenneth Chase 3284 South River Road, Aubryville, NC 28318	
Chad 1852 Minnie Hall Road, Aubryville, NC 28318	
Coleman 3381 Carrol Store Road, Aubryville, NC 28318	



Product (s)	Watermelon Melon Strawberry Broccoli
Unit Name and Address	Jackson Farming Company 3171 Ernest Williams Road Aurville, NC 28318

Product Handling Units (PHUs)

Watermelon	Warren Farm 8754 Mirnie Hall Road, Aurville, NC 28318	
Sweet Potato	1852 Mirnie Hall Road, Aurville, NC 28318	
Watermelon	Budlewis 491 Pumpkintown Road, Aurville, NC 28318	
	Jimmy Hall 1921 Old Wrench School Road, Godwin NC 28344	
	Toby 3720 Howard Road, Aurville, NC 28318	
	Johnny's 1206 Horseshoe Road, Roseboro, NC 28382	
	Hayne 1571 Nixon Road, Aurville, NC 28318	
	Nixon 491 Pumpkintown Road, Aurville, NC 28318	
	Pumpkintown 5500 Mini Hall Road, Aurville, NC 28318	
	Carlisle Farm 2084 Holland Town Road, Salemburg, NC 28385	
	Holland Town Rd 4670 Cornith Chure Road, Salemburg 28385	
	Tatorbed 9389 Dunn Road, Aurville, NC 28318	
	Watermelon	Donnie
	Sweet Potato	4335 Leroy Aunry Road, Aurville, NC 28318
Melon	Jackies	
Broccoli	270 Howard Road, Aurville, NC 28318	
	Dismal	

Product Management Units (PMUs)

ANNEX FOR GGN: 4050373867133
Date of issue: 24/12/2015

GLOBALG.A.P.



OAAV
Organismo Argentino de Acreditación
de Productos
OCF 814



GGN: 4052852933513
Registration #: SCS_361722015

**GLOBALG.A.P.
CERTIFICATE**

According to GLOBALG.A.P.[®]
Integrated Farm Assurance General Regulations Version 4.0-2_Mar 2013
GLOBALG.A.P. IFA Control Points and Compliance Criteria (CPC) Version
V4.0-2_Mar2013 - Interpretation Guideline The USA Oct 2013

Option 1

Issued to
American Blueberries
3500 HWY 133
Rocky Point, NC 28457

Country of Production: USA

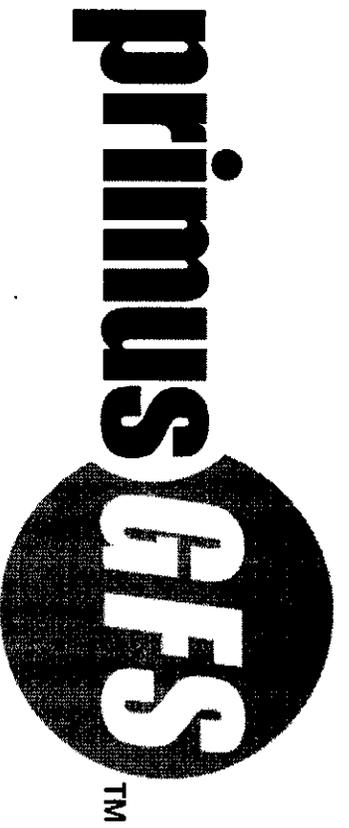
The Certification Body, Scientific Certification Systems declares that the production of the products mentioned on this certificate has been found to be compliant in accordance with the standard:

Product	Product Description	Harvest excluded	Product Handling
Blackberries	00040-XVFP-0002	No	No
Blueberries	00040-XVFP-0002	No	No
Strawberries	00040-XVFP-0002	No	No

Date of Issuing: August 6, 2015
Valid from: 06/08/2015
August 6, 2015
Valid to: 05/08/2016
August 5, 2016

Authorized by
Robert J. Hrubes, Executive VP
Robert J. Hrubes

Date of Certification Decision: 06/08/2015



Certificate Issued To:

PrimusGFS ID: 19286 - Cert:2

CB Registration No.: PLC-PGFS-2523 - 1

Revision: 1

Audit Date: May 26, 2015

Organization: American Blueberries
Operation: Packinghouse
American Blueberries, LLC

Certificate Valid From :
Jul 16, 2015 to Jul 15, 2016

Product(s)*: 3500 NC Hwy. 133 Rocky Point, North Carolina 28457, United States
Strawberries, Blackberries, Blueberries

Certificate Level: 99%

Primuslabs certifies that this operation has complied with the applicable requirements of PrimusGFS Version 2.1

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

PA-PGFS-	Option	Operation Type
PLC-PGFS-2523	Facility	Packinghouse

*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



ANSI Accredited Program
PRODUCT CERTIFICATION
0623

Authorized by:
Robert F. Stovicek

Robert F. Stovicek, President, Primuslabs

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

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