STATE OF NORTH CAROLINA

Department of Agriculture and Consumer Services

Invitation for Bid #10-IFB-007224

Fresh Fruits and Vegetables

Issued: June 10, 2016

Bid Opening Date: June 23, 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-007224 *Vendor:* NC Farm to School Cooperative

STATE OF NORTH CAROLINA
Department of Agriculture and Consumer Services

Refer ***ALL*** Inquiries regarding this IFB to:	**Invitation for Bids #10-IFB-007224**
Michele Goff, Purchasing Officer **Email: michele.goff@ncagr.gov** **Phone: 919-707-3065** **Fax: 919-733-1048**	**Bids will be publicly opened: June 23, 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: NC Farm to School Cooperative, Inc.		
STREET ADDRESS: 7802 Sadie Road	P.O. BOX:	ZIP:
CITY & STATE & ZIP: Kenly NC 27542	TELEPHONE NUMBER: 252-205-1497	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: James Sharp President	FAX NUMBER: 252-237-6133	
VENDOR'S AUTHORIZED SIGNATURE:	DATE: 6-21-16	E-MAIL: jsharp@freshpike.com

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 29th day of June, 2016, as indicated on the attached certification, by Michele Goff, Purchasing Officer (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 produce to North Carolina Schools.

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	June 10, 2016
Submit Written Questions	Vendors	June 14, 2016, 3:00 pm ET
Provide Response to Questions	State	June 15, 2016, 3:00 pm ET
Submit Bids	Vendors	June 23, 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-007224 – 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

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-007224 NCDA&CS Purchasing Attn: Michele Goff 1001 Mail Service Center Raleigh, NC 27699-1001	BID NUMBER: 10-IFB-007224 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: DESCRIPTION OF PRICE MATCH OPPORTUNITY AND CERTIFICATION

d) ATTACHMENT C: INSTRUCTIONS TO VENDORS

e) ATTACHMENT D: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

f) ATTACHMENT E: CERTIFICATION OF ELIGIBILITY

g) 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. Vendor's bid shall constitute a firm offer. **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.

North Carolina Price Match Opportunity: If a Vendor selected for award is determined by the State to have bid items that were not produced in North Carolina, all responsive bids will be reviewed to determine if any of them bid North Carolina-produced products. This opportunity arises when a Vendor offers North Carolina produced products at a price that is the lowest among all bids by qualified in-State resident Vendors and also is within five percent (5%) or $10,000 (whichever is less) of the non-resident Vendor's overall lowest price. If such bid(s) are identified, the State will then determine whether any such bid falls within this range, and, if so, make a Contract award in accordance with the preference for North Carolina produced goods in G.S. 143-59. Please review Attachment B for a detailed explanation of this opportunity.

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 after taking into account any applicable North Carolina price match opportunity, 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.

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 October 28, 2016. Quantities are estimates and the State reserves the right to increase or decrease quantities as needed. No quantities are guaranteed. Only 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 NCDA&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.
3. Produce must be grown in North Carolina.

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 Goodness Grows" membership.
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 do 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 Augostini	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.
10. Exact quantities cannot be guaranteed by NCDA&CS at time of award. Quantities are our best estimates for the quarter. Schools will submit their orders after award.

ATTACHMENTS TO THIS IFB BEGIN ON THE NEXT PAGE

Bid Number: 10-IFB-007224 Vendor: NC Farm to School Cooperative Inc

ATTACHMENT A: PRICING FORM

Vendor is a member of "NC Goodness Grows" [check applicable box]

☐ YES ☐ NO

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1.	**APPLE SLICES** Packed: 100 two ounce bags packed per case, apple slices are to be packed in a modify atmosphere bag. Quality: Rome, gala, golden delicious variety, apple slices are to be stored at 34-38 degrees F. Delivery/Pickup: Apple Slices, 1,200 cases on August 19, 2016. Delivery/Pickup: Apple Slices, 1,200 cases on August 26, 2016. Delivery/Pickup: Apple Slices, 1,200 cases on October 7, 2016.	3,600	Cases	$ 24.75	$ 89,100
2.	**APPLES** Packed: 113-125 count, tray packed. Quality: US Grade No.1 Fancy, apples must be washed, handling temperature 34-38 degrees F from harvest to final destination. Delivery/Pickup: Apples, 2,000 cases on August 19, 2016. Delivery/Pickup: Apples, 2,000 cases on September 9, 2016. Delivery/Pickup: Apples, 2,000 cases on September 23, 2016. Delivery/Pickup: Apples, 2,000 cases on October 7, 2016. Delivery/Pickup: Apples, 2,000 cases on October 21, 2016.	10,000	Cases	$ 22.50	$ 225,000

Vendor: NC Farm to School Cooperative Inc.

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
3.	**CANTALOUPES** Packed: 6 to 12 count, a 35-40 pound case Quality: Eastern type variety, US Grade A No.1, Cantaloupes must be washed in 100 - 150 parts per million chlorine solution, handling temperatures 36-41 degrees F from harvest to final destination. Delivery/Pickup: Cantaloupes 1,800 cases on August 19, 2016.	1,800	Cases	$ 14.50	$ 26,100
4.	**COLLARDS** Packed, top iced in 6 two pound bags, 2x2 diced cut, chlorinated wash, trimmed and de-stemmed, pre-cooled and stored at 40 degrees. Must be top iced. Delivery/Pickup: Collards, 500 boxes on September 23, 2016. Delivery/Pickup: Collards, 500 boxes on October 7, 2016.	1,000	Boxes	$ 11.00	$ 11,000
5.	**GRAPE TOMATOES - (CLAM SHELL)** Packed: 12/one-pint clam shells Quality: 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. Delivery/Pickup: Grape tomatoes 500 boxes on August 19, 2016. Delivery/Pickup: Grape Tomatoes 500 boxes on August 26, 2016.	1,000	Boxes	$ 12.95	$ 12,950

Vendor: NC Farm to School Cooperative Inc.

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
6.	**KALE** Packed, top iced: in 6 two pound bags, 2x2 diced cut, chlorinated wash, trimmed and de-stemmed, pre-cooled and stored at 40 degrees. Must be top iced. Delivery/Pickup: Kale, 500 cases on September 23, 2016. Delivery/Pickup: Kale, 500 cases on October 7, 2016.	1,000	Cases	$ 11.00	$ 11,000
7.	**ROMAINE LETTUCE** Packed: 24 heads in a box. Quality: US Grade No. 1 stored 40 degrees. Delivery/Pickup: Romaine, 500 boxes on October 21, 2016.	500	Boxes	$ 14.50	$ 7,250
8.	**SEEDLESS WATERMELONS** Packed: 2 to 3 melons per box, melons shall weigh between 10-15 pounds each, case weight 30-35 pounds. Quality: 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. Delivery/Pickup: Melons, 2,800 boxes on August 19, 2016. Delivery/Pickup: Melons, 2,800 boxes on August 26, 2016. Delivery/Pickup: Melons, 2,800 boxes on September 9, 2016.	8,400	Boxes	$ 10.50	$ 88,200

Bid Number: 10-IFB-007224 Vendor: NC Farm to School Cooperative Inc.

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
9.	**SWEET POTATO PUREE** Packed: 12-50-0z. Bags per box. Store at ambient temperature (There is no quality grade for puree) Delivery/Pickup: Sweet Potato Puree, 50 cases on September 9, 2016.	50	Cases	$ 41.25	$ 2062.50
10.	**SWEET POTATOES** Packed: 8-12 ounce, 65-70 count per case, 40-pound case. Quality: US Grade A No.1 Covington or Beauregard variety, sweet potatoes must be cured, handling temperatures 55-60 degrees from harvest to final destination. Delivery/Pickup: Sweet Potatoes, 1,100 cases on September 23, 2016. Delivery/Pickup: Sweet Potatoes, 1,100 cases on October 21, 2016.	2,200	Cases	$ 19.00	$ 41,800
11.	**TOMATOES** Packed: 10-pound case Quality: 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. Delivery/Pickup: Tomatoes, 400 cases on August 19, 2016. Delivery/Pickup: Tomatoes, 400 cases on August 26, 2016.	800	Cases	$ 11.50	$ 9200

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
12.	**GRAPE TOMATOES (BAGGED)** Packed: 100 x 2.0 oz. bags. Quality: US Grade A No. 1, color red, firm, small to medium size, washed, handling temperatures 62-68 degrees F from harvest to final destination. Variety "Smarty." Delivery/Pickup: Grape Tomatoes, bagged 400 cases on August 19, 2016. Delivery/Pickup: Grape Tomatoes, bagged 400 cases on August 26, 2016.	800	Cases	$ 29.00	$ 23,200
				TOTAL ALL PRODUCTS	$ 546,862.50

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
13.	**SHIPPING COSTS:** For evaluation purposes, please state one-time delivery cost for all items for dates listed.	1	Dollars	August 19, 2016	$ 1012.00
				August 26, 2016	$ 431.00
				September 9, 2016	$ 657.00
				September 23, 2016	$ 552.00
				October 7, 2016	$ 513.00
				October 21, 2016	$ 531.00
				TOTAL SHIPPING	$ 3,696.00

Vendor: NC Farm to School Cooperative Inc.

TOTAL ALL PRODUCTS	$ 546,862.50
TOTAL ALL SHIPPING	$ 3,696.00
GRAND TOTAL	$ 550,558.50

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ATTACHMENT B: DESCRIPTION OF PRICE MATCH OPPORTUNITY AND CERTIFICATION

VENDORS OF NORTH CAROLINA-PRODUCED PRODUCTS TAKE NOTE:

Pursuant to North Carolina General Statute §143-59, a Vendor offering North Carolina produced products may receive an opportunity to obtain an award by agreeing to match the final price(s) of the lowest Vendor on a Contract for the purchase of goods, If that lowest price is offered by a Vendor offering non-North Carolina produced items. This opportunity arises when a Vendor of North Carolina products offers a price that is the lowest among all bids by qualified Vendors of North Carolina products and also is within five percent (5%) or $10,000 (whichever is less) of the non-North Carolina product Vendor's overall lowest price. This price-match opportunity applies to a Contract awarded under this solicitation.

In order to qualify for this preference, a Vendor of North Carolina products shall: (1) request the price-match opportunity by marking the appropriate checkbox, below; (2) provide all information requested; and (3) complete and sign the "Vendor's Certification for Price-Matching Preference" (hereinafter the "Certification") included at the end of this Section. The Certification may not be submitted after the public opening of the bids. By executing the Certification, the Vendor affirms that the information provided is accurate and agrees to provide any additional information or documentation, if requested by the State, that will confirm the above certification and statements within five (5) business days of request.

Requesting a price-match opportunity below does not require any resident Vendor to match the lowest price in the event a Vendor qualifies for receiving the opportunity.

The State will evaluate the bids in accordance with the award criteria stated in this IFB to determine the lowest Vendor meeting the requirements of the IFB without regard to the origin of any Vendor's products. If the Vendor with the lowest price offers North Carolina resident produce, then no consideration of the price-matching procedure is necessary. If the lowest bid by a Vendor meeting all requirements was submitted by a Vendor offering non-North Carolina products and there are no North Carolina product Vendors that submitted a price bid that was within 5% or $10,000 of the lowest Vendor's price, then none of the North Carolina product Vendors qualify for the price-matching opportunity and no review of a Vendor's Certification of North Carolina product origin is required.

If the lowest price bid by a Vendor meeting requirements was submitted by a Vendor of non-North Carolina products and there are one or more Vendors of North Carolina products that submitted a price bid that was within 5% or $10,000 of the apparent low bidder's Vendor's price, then the State will determine if the North Carolina product Vendor has requested a price-matching opportunity, review the Certification(s) of the Vendor(s) of State products to determine whether those Vendors have properly executed the Certification and ensure that the information and documentation provided in or with the Certification or otherwise submitted to the State supports the Vendor(s) qualification to exercise the price-match opportunity. The State may seek clarification of the Certification and/or information in a Vendor's Certification and request additional information and documentation, if needed. If any such Vendor's award is challenged in a bid protest based on the accuracy of that Vendor's claim of qualification for the price-matching, the Vendor shall provide additional 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, or its award shall be subject to cancellation.

Pursuant to G.S. §132-1.1, §105-259(b) and Paragraph 12 of the Instructions to Vendors, the State is prohibited from making public disclosure of the Vendor's information and documents submitted claimed to be confidential (subject to those exceptions set out in G.S. §105-259(b)), and the State shall preserve the confidentiality of that information and/or documents received in response to a request for clarification or to resolve a bid protest challenging a Vendor's qualification for the price-matching opportunity in accordance with applicable law. In order to further preserve the confidentiality of any Vendor's information and documentation provided to the State, the Vendor shall comply with Paragraph 14 of the Instructions to Vendors and mark "CONFIDENTIAL" at the top and bottom of each page of such information and documentation. After review of all relevant material, the State shall include in its recommendation for award a finding that the Vendor(s) is or is not qualified for the price-matching opportunity.

If more than one Vendor of North Carolina products qualifies for the price-matching opportunity, then the State will prioritize the qualified Vendors according to the prices bid, from lowest to highest, so that the qualified Vendor of North Carolina products that submitted the lowest bid receives the first opportunity to match the bid price of the lowest Vendor of out-of-State products that met all IFB requirements. If the lowest qualified North Carolina product Vendor that met all IFB requirements declines to accept Contract award by meeting the lowest price, then the Contract will be offered to the next lowest qualified North Carolina Vendor meeting all IFB requirements and continue in this manner until either a qualified Vendor of State products agrees to match the lowest price bid or the award is made to a Vendor of out-of-State products.

If two Vendors qualify for the price-matching opportunity, and both offer the same price, then the State may: (1) consider the information provided in those Vendors' Certifications or publicly available information to determine with which Vendor the Contract award would have a greater impact of stimulating or sustaining the North Carolina economy and/or is most likely to create or preserve State jobs; (2) seek clarification from the Vendors to ascertain the impact on their respective businesses if offered the award of the Contract; or (3) utilize any other approved method of deciding between equal bids.

If a Vendor requests and qualifies for the price-matching opportunity, that Vendor will be notified of its opportunity to agree to match the lowest price and receive Contract award, and it will have two (2) business days from the date and time of such notification to indicate its response, either agreeing or declining to match the price of the lowest responsible Vendor of non-State products price and receive the Contract award based on that price match. If the IFB requests bids on alternative items or quantities, then the price match shall apply to the actual alternative chosen by the State.

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: any certifications or information in the Certification is false, substantially inaccurate, materially misleading or that the Vendor failed to provide, within the specified time period, any additional information requested, then the State may:

(1) Cancel any award, Contract and/or purchase order that was awarded to such Vendor based on the price-matching preference, and that Vendor shall be liable for all costs incurred as a result of the cancellation, including any increased costs the State may incur as a result of awarding the Contract to another Vendor;

(2) Bar the Vendor from all price-matching opportunities in future State procurements for a period of time not to exceed three (3) years;

(3) 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 opportunity with this solicitation (including but not limited to treble damages and civil penalties); and/or

(4) Debar Vendor from doing business with the State of North Carolina for a period of time not to exceed three years, as determined by the State. Any such debarment period shall not begin to run until all damages, costs and penalties as may be assessed against such Vendor have been fully paid.

ALL VENDORS SHALL ANSWER QUESTION #1. A VENDOR OF NORTH CAROLINA PRODUCTS REQUESTING A PRICE-MATCHING OPPORTUNITY SHALL ANSWER BOTH QUESTIONS:

1. Vendor is offering North Carolina products as defined in G.S. §143-59? ☐ **YES** ☐ **NO**

2. Vendor requests a price-matching opportunity? ☐ **YES** ☐ **NO**

A Vendor will not be offered a price-match opportunity unless it answers both questions affirmatively.

VENDOR'S CERTIFICATION FOR PRICE-MATCHING OPPORTUNITY

NOTICE: The Price-Matching Opportunity will only be given to Vendors that fully complete this affidavit and demonstrate their qualifications for the Price-Matching Preference through the certification and information provided in this affidavit and any other required information.

Affidavit of _____ (name of Vendor, hereinafter the "Vendor").

The undersigned hereby certifies, under penalty of perjury that he or she has read this certification, that all information provided and items checked, above, is true and accurate, and that he or she is an officer, member, partner, owner or such managing employee of the Vendor (the "Authorized Representative") that is authorized to execute this affidavit and to bind the Vendor to the certifications, statements and agreements herein.

Name of Authorized Representative: _____

Signature: _____

Title: _____ Date: _____

ATTACHMENT C: 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.
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 D: 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 contract, the State shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of this contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.

   The Vendor shall be in default, if its Certification submitted for a price-matching opportunity under G.S. §143-59 was false and/or contained materially misleading or inaccurate information, and/or Vendor failed to provide information and documentation requested by the State to substantiate Vendor's Certification. 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 opportunity (including but not limited to treble damages and civil penalties).

   In addition, in the event of default by the Vendor under this contract, or 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 cease doing business with the Vendor, immediately terminate this contract for cause, and may 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 is 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 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.

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ATTACHMENT E: 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 Cooperative Inc.

By: _____ 6-21-16
Signature Date

James Sharp President
Printed Name 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.

SCSglobal SERVICES

ANSI

GGN: 4049928634641
Registration #: SCS_309052015

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
Clay T. Strickland Farms
Spring Acres Sales Company
1280 Macedonia Road
Spring Hope, NC 27882

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	00041-TFKHH-0002	**No**	**Yes**

Date of Issuing: November 10, 2015

Valid from: 22/12/2015
December 22, 2015

Valid to: 21/12/2016
December 21, 2016

Authorized by
Robert J. Hrubes, Executive VP

Robert J. Hrubes

Date of Certification Decision: 10/11/2015

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

SCSglobal SERVICES

ANSI

ANNEX for GGN 4049928634641

Date of Issuing: 10/11/2015

Product Handling Units (PHUs)

Sweet Potatoes	00041-TFKHH-0002	Clay T. Strickland Farms Spring Acres Sales Company 1280 Macedonia Road Spring Hope, NC 27882

United States Department of Agriculture

This is to verify that

Wayne E. Bailey

Chadbourn, North Carolina

has successfully met USDA's acceptance criteria of the voluntary

GOOD AGRICULTURAL PRACTICES & GOOD HANDLING PRACTICES AUDIT

House Packing Facility, Storage and Transportation, Preventive Food Defense

Sweet Potatoes

Lavern A. Gibbett

Director, Specialty Crops Inspection Division

2/25/2016

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

Farm Pak

Spring Hope, North Carolina

has successfully met USDA's acceptance criteria of the voluntary

GOOD AGRICULTURAL PRACTICES & GOOD HANDLING PRACTICES AUDIT

House Packing Facility

Sweet Potatoes

Lorenzo A. Tibbett

Director, Specialty Crops Inspection Division

8/11/2015

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

SCSglobal SERVICES

ANSI

GGN: 4052852991292
Registration #: SCS_347162015

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
Burch Equipment, LLC
685 Burch Road
Faison, NC 28341
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
Beet	00041-XXVTV-0004	**No**	**Yes**
Brassicas pp. (Collards)	00041-XXVVH-0003	**No**	**Yes**
Broccoli	00041-XXVTC-0004	**No**	**Yes**
Cabbages	00041-XXVTL-0002	**No**	**Yes**
Kale	00041-XXVPV-0003	**No**	**Yes**
Mustard	00041-XXVVP-0004	**No**	**Yes**
Spinach	00041-XXVTP-0002	**No**	**Yes**
Sweet Potatoes	00041-XXVTH-0003	**No**	**Yes**
Turnips	00041-XXVVL-0004	**No**	**Yes**
Turnip Tops	00041-XXVVC-0004	**No**	**Yes**

Date of Issuing: January 15, 2016

Valid from: 24/12/2015
December 24, 2015

Valid to: 22/12/2016
December 22, 2016

Authorized by
Robert J. Hrubes, Executive VP

Robert J. Hrubes

Date of Certification Decision: 24/12/2015

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

SCSglobal SERVICES

ANSI

ANNEX for GGN 4052852991292

Date of Issuing: 15/01/2016

Product Handling Units (PHUs)

Product(s)	Product Description	Parallel Ownership	Unit name and address
Beet	00041-XXVTV-0004	No	Burch Equipment, LLC 685 Burch Road Faison, NC 28341
Brassicas pp. (Collards)	00041-XXVVH-0003	No	
Broccoli	00041-XXVTC-0004	No	
Cabbages	00041-XXVTL-0002	No	
Kale	00041-XXVPV-0003	No	
Mustard	00041-XXVVP-0004	No	
Spinach	00041-XXVTP-0002	No	
Sweet Potatoes	00041-XXVTH-0003	No	
Turnips	00041-XXVVL-0004	No	
Turnip Tops	00041-XXVVC-0004	No	

06/20/2016 16:10 12525691355 TC SMITH PAGE 02/02

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

Lorenzo A. Tibbett

Director, Specialty Crops Inspection Division

7/16/2015

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

PrimusGFS ID:78418 - Cert:3
CB Registration No.: PLc-PGFS-1905 - 8
Revision: 1
Audit Date: Jul 21, 2015

primus GFS™

Certificate Issued To:

Organization: Fresh Pik Produce Inc.
Operation: Ranch
Revel (Watson Big/Watson Corner)

7802 Sadie Rd. Kenly, North Carolina 27542, United States
Product(s)*: Watermelons

Certificate Level: 98%

Certificate Valid From :
Aug 30, 2015 to Aug 29, 2016

Primus Auditing Operations 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-1905	Field	Ranch

*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

Primus AuditingOps
Observe. Report.

ANSI
ANSI Accredited Program
PRODUCT CERTIFICATION
1183

Authorized by:

Javier Sollozo, President, Primus Auditing Operations

Primus Auditing Operations ● 1259 Furukawa way ● Santa Maria California 93458 United States ● 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

GLOBALG.A.P. No.: 4050373867133

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

GLOBALG.A.P.

CERTIFICATE

GLOBALG.A.P. IFA GR Versión 4.0-2 Mar 2013
Fruits and Vegetables

Option 1 – Individual Producer

Issued to

JACKSON FARMING COMPANY

3171 Ernest Williams Road, Autryville, 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. SGS 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-VCFTV-0002	Yes	11,3312
Watermelon	00043-VCFVC-0002	Yes	255,7259
Melon	00043-VCFTP-0002	Yes	175,9898
Sweet Potato	00043-VCFTL-0002	No	177,0708
Broccoli	00043-VCFTH-0002	Yes	4,7529

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

Authorized by Alberto Alvisio

Date of Certification Decision:
24/11/2015

CERTIFICATE No. F 430101 / NCI 318533
File N°: OL 609

The current status of this certificate is always displayed at http://www.globalgap.org/.../search
SGS Argentina S.A. - Tronador [illegible] Buenos Aires - Argentina - [illegible]

graphic design atelier roger pfund printed by orell füssli security printing ltd switzerland

GLOBALG.A.P.

ANNEX FOR GGN: 4050373867133

Date of issue: 24/12/2015

Product Management Units (PMUs)

Product (s)	Unit Name and Address
Melon	**Home Farm** 3171 Ernest William Rd, Autryville, NC 28318
	Paytens 938 Caroll Store Road, Autryville, NC 28318
	Arons 5346 Vander Road, Salemburg, NC 28385
	Bridge 4000 Minnie Hall Road, Autryville, NC 28318
	Bridge 1135 Libbie Road, Autryville, NC 28318
	Rodney's 938 Caroll Store Road, Autryville, NC 28318
	Jims 1046 Pumpkintown Road, Autryville, NC 28318
Sweet Potato	**Summerlin** 4311 Ernest William Road
	Ralph 3171 Ernest William Rd, Autryville, NC 28318
	Leon 715 Ernest William Road, Autryville, NC 28318
	Duckpond 5979 Autryville Road, Autryville, NC 28318
	Jaboos 1659 Leroy Autry Road, Autryville, NC 1727
	Henry Saw Mil 1135 Libbie Road, Autryville, NC 28318
	Dolans 6029 Minnie Hall Road, Autryville, NC 28318
	Roland 3980 Corinth Churuc Road, Salemburg NC 28385
	Tart 1 3381 Carrol Store Road, Autryville, NC 28318
	Wire Branch Rd 495 Reeda Branch Road, Roseboro, NC 28382
	Ray Summerlin 4311 Ernest Williams Rd, Autryville, NC 28318
	Bagget Farm 1485 Autryville Hwy, Salemburg, NC 28385
	Kenneth Chase 3284 South River Road, Autryville, NC 28318
	Chad 1852 Minnie Hall Road, Autryville, NC 28318
	Coleman 3381 Carrol Store Road, Autryville, NC 28318

SGS

OAA

Organismo Argentino de Acreditación

Organismo de Certificación de Productos OCP 014

GLOBALG.A.P.

ANNEX FOR GGN: 4050373867133

Date of issue: 24/12/2015

Product Management Units (PMUs)

Melon Broccoli	**Dismal** 270 Howard Road, Autryville, NC 28318
	Jackies 4335 Leroy Auntry Road, Autryville, NC 28318
Melon Sweet Potato Watermelon	**Donnie** 9389 Dunn Road, Autryville, NC 28318
Watermelon	**Tatorbed** 4670 Corinth Churc Road, Salemburg 28385
	Holland Town Rd 2084 Holland Town Road, Salemburg, NC 28385
	Carlisle Farm 6500 Mini Hall Road, Autryville, NC 28318
	Pumpkintown 491 Pumpkintown Road, Autryville, NC 28318
	Nixon 1571 Nixon Road, Autryville, NC 28318
	Hayne 1206 Horseshoe Road, Roseboro, NC 28382
	Johnny´s 3720 Howard Road, Autryville, NC 28318
	Toby 1921 Old Wrench School Road, Godwin NC 28344
	Jimmy Hall 491 Pumpkintown Road, Autryville, NC 28318
Sweet Potato Watermelon	**Budlewis** 1852 Minnie Hall Road, Autryville, NC 28318
	Warren Farm 8754 Minnie Hall Road, Autryville, NC 28318

Product Handling Units (PHUs)

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

United States Department of Agriculture

This is to verify that

Deal Orchards, Inc.

Taylorsville, North Carolina

has successfully met USDA's acceptance criteria of the voluntary

Produce GAPs Harmonized Post-Harvest Audit

Apples, Nectarines, Peaches, Pears

Lorenzo A. Tibbett

Director, Specialty Crops Inspection Division

8/12/2015

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

Deal Orchards, Inc.

Taylorsville, North Carolina

has successfully met USDA's acceptance criteria of the voluntary

Produce GAPs Harmonized Field Operations and Harvesting Audit

Apples, Nectarines, Peaches, Pears

Lorenzo A. Tibbett

Director, Specialty Crops Inspection Division

8/12/2015

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

ASI
Food Safety

CERTIFICATE OF EXCELLENCE

In food safety is presented to:

Yamco, LLC

310 Kingold Blvd.

Snow Hill, NC.

On the Date of:

April 12, 2016

This certificate recognizes that the above facility was found in a GMP 21 CFR Part 110 and FSMA Compliance audit, by ASI Food Safety, to have a 96.46% out of 100% in food safety, which by our standards are excellent conditions in the facility and in their programs for food safety management.

This certificate is to be used only for purposes expressly allowed and agreed to by ASI Food Safety. The certificate of Excellence reflects our findings at the time of the audit and is based on a sampling exercise, considering the facilities, operations, practices and systems viewed on site during the audit. It therefore does not follow that no non-conformances exists where none have been noted. The information emerging from ASI Food Safety is given after the exercise of all reasonable care and skill in its compilation, preparation and issue. No liability for the display, use and application of this certificate is accepted by ASI Food Safety and ASI Food Safety does not guarantee the quality and safety of any goods produced on the premises. This certificate is to be considered in conjunction with the associated audit report, is valid subject to ongoing compliance with the certification requirements and to be considered in relation to the report.

Thomas L. Hugé
President
ASI Food Safety