

STATE OF NORTH CAROLINA
Department of Agriculture and Consumer Services

Refer <u>ALL</u> inquiries regarding this IFB to: Karen Moore, Procurement Manager	Invitation for Bids # 10-IFB-523355252-KMM
Using Agency: NCDA&CS Food Distribution	Bids will be publicly opened: October 17, 2022, at 2:00 PM ET
Requisition No.: N/A	Commodity No. and Description: 504000 Fresh Vegetables

EXECUTION

In compliance with this Invitation for Bids (IFB), 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 understands that false certification is a Class I felony and 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
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

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 this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this bid, Vendor certifies that it has read and agreed to the INSTRUCTION TO VENDORS and the NORTH CAROLINA GENERAL TERMS AND CONDITIONS. These documents can be accessed from the Ariba Sourcing Tool.

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

COMPLETE/FORMAL NAME OF VENDOR: <i>NC Farm to School Cooperative</i>		
STREET ADDRESS: <i>7802 Sackie Rd</i>	P.O. BOX:	ZIP: <i>27542</i>
CITY & STATE & ZIP: <i>Kenly N.C. 27542</i>	TELEPHONE NUMBER: <i>252-237-1260</i>	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: <i>James Sharp President</i>		FAX NUMBER: <i>252-237-6133</i>
VENDOR'S AUTHORIZED SIGNATURE: <i>[Signature]</i>	DATE: <i>10-14-22</i>	E-MAIL: <i>jsharp@freshpik.com</i>

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NC Farm to School Cooperative

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least 60 days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this 19 day of October, 2022 as indicated

on the attached certification by:

Karen Moore

(Authorized Representative of Department of Agriculture and Consumer Services)

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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 vegetables, frozen fruits, and frozen meat 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 as well other food items.

The intent of this solicitation is to award an Agency Specific Contract. The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

This is an Agency Specific Term Contract beginning on the date of contract execution (the "Effective Date") through March 21, 2023.

In addition, the State reserves the right to extend a contract term after the last active term.

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 BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General 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, or other component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, 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 and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process or negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and

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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 that shall be held open for the period required herein ("Validity Period" above).

By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, 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 as nonresponsive. The State may exercise its discretion to consider Vendor proposed modifications.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	October 6, 2022
Submit Written Questions	Vendor	October 11, 2022, 10:00AM ET
Provide Responses to Questions	State	October 12, 2022, 10:00AM ET
Submit Bids	Vendor	October 17, 2022, 2:00PM ET
Contract Award	State	TBD

2.5 BID QUESTIONS

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 "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # 10-IFB-523355252-KMM – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

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 Sourcing Tool in the form of an addendum 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 rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bid(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

2.7 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor Response
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT I: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY

2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. Each bid must be complete and independent of other bids offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

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- 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) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
- c) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- d) **CONTRACT ADMINISTRATOR:** Representative of NCDA&CS who will administer the contract for the State after award.
- e) **CONTRACT LEAD:** Representative of the NCDA&CS 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.
- f) **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- g) **IFB:** Invitation for Bids.
- h) **NCDA&CS:** North Carolina Department of Agriculture and Consumer Services
- i) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- j) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- k) **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.
- l) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications set out herein.

While the intent of this IFB is to award a Contract(s) to a 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.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT H: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, the State will then determine whether any such bid falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph of the Instructions To Vendors Entitled Confidential Information.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request 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.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and the name of the Vendor and total cost offered may be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do 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.

Bids will generally be evaluated, based on completeness, content, cost, and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, 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.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

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 in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall include the total price for each item, including shipping, delivery, handling, administrative and other similar fees. Assembly and set-up at the State's location shall be shown as an additional line price for each applicable item. Complete ATTACHMENT A: PRICING FORM. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 ESTIMATED QUANTITIES

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage. No maximum or minimum quantities are guaranteed. It shall be understood and agreed that the State may purchase more or less than the estimated quantities during the contract period. The State reserves the right to increase or decrease the quantities as needed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

4.3 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

Vendors are requested to offer only items directly complying with the specifications herein or 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.

4.4 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.

Salisbury Warehouse
160 Circle M Drive
Salisbury, NC 28147

Creedmoor Warehouse
1015 Food Distribution Drive
Creedmoor, NC 27522

4.5 CONTRACT ADMINISTRATOR

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) 964-6120 or Ted.Fogleman@ncagr.gov

4.6 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.7 REFERENCES

Vendors shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The State *may* contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained *may* be considered in the evaluation of the bid.

4.8 VENDOR'S REPRESENTATIONS

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.9 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.10 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 SPECIFICATIONS

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/food items from the Vendor. Coordinating the pick-up of fresh produce/food items if the Department makes the pick-up as described in 4.3.
3. The State reserves the right to modify pick-up dates, based on seasonality (if product comes in sooner or later than date stated in IFB).
4. 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.
5. 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. All meat products must be harvested and packaged in a USDA or state inspected facility. Packaging must bear mark of inspection.

5.3 VENDOR RESPONSIBILITIES

1. All fresh 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.
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.

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VENDOR'S RESPONSE

Item #	Specifications	Product/Service Offered Meets Specification
	Have all specifications been reviewed?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Vendor to meet all vendor requirements.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Vendor to meet all vendor responsibilities	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Marketing Specialist	Commodities	Phone Number
Tommy Fleetwood	Broccoli crowns, romaine lettuce, collards, cabbage, kale	252-331-4773
Kevin Hardison	Watermelons, cantaloupes	919-707-3123
Michele Roberts	Apples, tomatoes, apple slices, Asian Pear, peaches, cucumbers, frozen ground beef	828-253-1691
Heather Barnes	Sweet potatoes, strawberries, frozen blueberry and blueberry blend products	919-749-3337
April Pennell-Davis	Strawberries	919-707-3147

5.4 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail below or on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a project manager. The project manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically monthly, if necessary with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

6.4 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line item information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

6.5 DISPUTE RESOLUTION

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.8 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

6.9 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for 90 days from the effective date of the Contract.

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Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviate from this provision may result in Contract to cancellation.

6.10 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

6.11 ATTACHMENTS

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>

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ATTACHMENT A: PRICING FORM

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

☒ YES ☐ NO

FURNISH AND DELIVER:

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1.	<p>Apple Slices</p> <p>Packed: 100 two-ounce bags packed per case; apple slices are to be packed in a modify atmosphere bag.</p> <p>Quality: Will accept all varieties with no browning or "bleeding" of the skin color. Apple slices are to be stored at 34-38 degrees F.</p> <p>Delivery/Pickup: Apple slices, 1,400 cases on November 3, 2022.</p> <p>Delivery/Pickup: Apple slices, 1,400 cases on November 10, 2022.</p> <p>Delivery/Pickup: Apples slices 1,400 cases on December 1, 2022.</p> <p>Delivery/Pickup: Apple slices 1,400 cases on January 5, 2023.</p> <p>Delivery/Pickup: Apple slices 1,400 cases on January 19, 2023.</p>	7,000	Cases	\$ 30.00	\$ 210,000

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2.	<p>Apples</p> <p>Packed: 100-138 count, tray packed.</p> <p>Quality: U.S. Fancy Grade No.1, apples must be washed, handling temperature 34-38 degrees F from harvest to final destination.</p> <p>Delivery/Pickup: Apples, 1,400 cases on <u>November 3, 2022.</u></p> <p>Delivery/Pickup: Apples, 1,400 cases on <u>November 10, 2022.</u></p> <p>Delivery/Pickup: Apples, 1,400 cases on <u>December 1, 2022.</u></p> <p>Delivery/Pickup: Apples, 1,400 cases on <u>January 5, 2023.</u></p> <p>Delivery/Pickup: Apples, 1,400 cases on <u>January 19, 2023.</u></p>	7,000	Cases	\$ <u>24.50</u>	\$ <u>171,500.00</u>
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ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
3.	<p>Broccoli Crowns – Fresh crowns, top iced, eighteen (18) pound case.</p> <p>Quality: US No. 1, handling temperatures 32 degrees F from harvest to final destination.</p> <p>Delivery/Pickup: Broccoli Crowns, 500 cases on <u>November 10, 2022.</u></p> <p>Delivery/Pickup: Broccoli Crowns, 500 cases on <u>December 2, 2022.</u></p>	1,000	Cases	\$ <u>25.25</u>	\$ <u>25,250.00</u>

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ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
4.	<u>Cabbage- (Green)</u> <u>Packed:</u> 25 pounds per case, 8-11 head per case. <u>Quality:</u> US No. 1 handling temperature 40 degrees F from harvest to final destination. <u>Delivery/Pickup:</u> Cabbage - 400 cases on December 1, 2022.	400	Cases	\$ 11.00	\$ 4,400.00
5.	<u>Collards</u> <u>Packed:</u> 6 two-pound bags, 2x2 diced cut, chlorinated wash, trimmed and de-stemmed, pre-cooled and stored at 40 degrees. Must be top-iced. <u>Delivery/Pickup:</u> Collards, 300 cases on November 10, 2022. <u>Delivery/Pickup:</u> Collards, 300 cases on December 2, 2022.	600	Cases	\$ 13.00	\$ 7,800.00

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6.	<p>Sweetpotatoes</p> <p>Packed: 8-12- ounces, 65-70 count per case, 40-pound case.</p> <p>Quality: U.S. No. 1 Covington variety, sweetpotatoes must be cured, handling temperature 55-60 degrees from harvest to destination. Must be current season crop.</p> <p>Delivery/Pickup: Sweetpotatoes, 800 cases on November 10, 2022.</p> <p>Delivery/Pickup: Sweetpotatoes, 800 cases on December 1, 2022.</p> <p>Delivery/Pickup: Sweetpotatoes, 800 cases on January, 2023.</p>	2,400	Cases	\$ 17.25	\$ 41,400.00
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
7.	<p>Frozen Ground Beef:</p> <p>Quality: Frozen in 10-pound chubs, 80/20, no fillers, preservatives, or other additives, held at 32 degrees Fahrenheit or below.</p> <p>Packed: 10-pound 80/20 chubs, 2 frozen chubs per case.</p> <p>Delivery/Pick Up: Ground Beef, 500 cases on October 31, 2022.</p> <p>Delivery/Pick Up: Ground Beef, 500 cases on November 28, 2022.</p> <p>Delivery/Pick Up: Ground Beef, 500 cases on January 16, 2023.</p>	1,500	Cases	\$ 92.00	\$ 138,000

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8.	Diced Orange Sweetpotatoes Packed: Diced, peel-on, washed. 20 lb. case, four 5-lb bags per case. Delivery/pickup: Diced orange sweetpotatoes, <u>200</u> cases on <u>November 3, 2022.</u> Delivery/pickup: Diced orange sweetpotatoes, <u>200</u> cases on <u>January 19, 2023.</u>	400	Cases	\$ <u>30.00</u>	\$ <u>12,000.00</u>
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
9.	Frozen Sausage Packed: 1 ½ oz. sausage patty frozen at 2 ounces. 80 patties in a 10 lb. case. Delivery/Pickup: Frozen Sausage Patty, <u>100</u> Cases on <u>November 7, 2022.</u>	100	Cases	\$ <u>55.88</u>	\$ <u>5,588</u>
10.	Frozen Berry Medley (Strawberry, Blueberry, Blackberry) Packed: 3 lb. bags. Carton net weight – 18 lbs. Quality: Blend of 45% blueberry, 38% Strawberry, and 17% Blackberry. Delivery/Pickup: Frozen Berry Medley, <u>200</u> cases on <u>November</u> <u>28, 2022.</u> Delivery/Pickup: Frozen Berry Medley, <u>200</u> cases on <u>January 18,</u> <u>2023.</u>	400	Cases	\$ <u>33.66</u>	\$ <u>13,464.00</u>
TOTAL ALL PRODUCTS					\$ <u>629,402</u>

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Vendor: _____

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
	SHIPPING COSTS				
	For evaluation purposes, please state one-time delivery cost for all items for dates listed.		Dollars		
	October 1, 2022				\$ <u>132.00</u>
	November 3, 2022				\$ <u>466.00</u>
	November 4, 2022				\$ <u>130.00</u>
	November 7, 2022				\$ <u>130.00</u>
	November 10, 2022				\$ <u>580.00</u>
	November 28, 2022				\$ <u>220.00</u>
	December 1, 2022				\$ <u>510.00</u>
	December 2, 2022				\$ <u>220.00</u>
	January 5, 2023				\$ <u>420.00</u>
	January 16, 2023				\$ <u>230.00</u>
	January 19, 2023				\$ <u>555.00</u>
					\$ <u>3,593.00</u>

TOTAL ALL PRODUCTS	\$ <u>629,402.00</u>
TOTAL ALL SHIPPING	\$ <u>3,593.00</u>
GRAND TOTAL	\$ <u>632,995.00</u>

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, NC F2S Coop, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Vendor's Authorized Official

James Sharp, President

Name and Title of Vendor's Authorized Official

10/14/2022

Date