STATE OF NORTH CAROLINA
Department of Agriculture and Consumer Services

Refer *ALL* Inquiries regarding this IFB to:	Invitation for Bids #10-IFB-009220
Denise Blanchard, Procurement Manager Email: denise.blanchard@nc.agr.gov Phone: 919-707-3065 Fax: 919-733-1048	Bids will be publicly opened: September 25, 2019; 3:00 PM ET
	Contract Type: Agency Specific
	Commodity No. and Description: 390-84 - Fresh Fruits and Vegetables
	Using Agency: NCDA&CS; Food Distribution

EXECUTION

In compliance with this Invitation for Bids, 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 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.

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

COMPLETE/FORMAL NAME OF VENDOR: NC Farm to School Cooperative Inc.			
STREET ADDRESS: 7502 Sadie Rd		P.O. BOX:	ZIP: 27542
CITY & STATE & ZIP: Kenly NC		TELEPHONE NUMBER: 252-231-1260	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: James Sharp President		FAX NUMBER: 252-231-6133	
VENDOR'S AUTHORIZED SIGNATURE*:	DATE: 9-23-19	EMAIL: JSharp@freshpalc.com	

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: _____ days.

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of 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 ____ day of _____, 20____, as indicated on the attached certification, by _____

(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.

2.3 NOTICE TO VENDORS REGARDING IFB 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 are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB (including proposed alternate language), those **must** be submitted as questions in accordance with the instructions in Section 2.5. BID QUESTIONS. If the State determines that any changes will be made resulting from 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 post-contract negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, 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 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 IFB, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully 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. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.**

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 or in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.

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	September 13, 2019
Submit Written Questions	Vendor	September 19, 2019; 1:00 PM ET
Provide Responses to Questions	State	September 20, 2019; 3:00 PM ET
Submit Bids	Vendor	September 25, 2019; 3:00 PM ET

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 above due date.

Written questions shall be emailed to denise.blanchard@ncagr.gov by the date and time specified above. Vendors will enter "10-IFB #009220 – Questions" as the subject for the email. Questions submittals will 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 concerning 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 for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its bid has been submitted to this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected. 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 or service as described herein.

If applicable to this IFB, sealed bids, subject to the conditions made a part hereof and the submission requirements described below, shall be delivered to the physical address indicated in the table below, for furnishing and delivering those items or Services as described herein.

Vendors shall deliver to the address identified in the table above: one **(1) paper bid response.**

Bids shall be marked on the outside of the sealed envelope with the Vendor's name, IFB number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package. Do not include bids for more than one solicitation in the same package.

MAILING ADDRESS FOR DELIVERY OF BID VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER
BID NUMBER: 10-IFB-009220 NCDA&CS Purchasing Attn: Denise Blanchard 1001 Mail Service Center Raleigh, NC 27699-1001	BID NUMBER: 10-IFB-009220 NCDA&CS Purchasing Attn: Denise Blanchard 2 West Edenton Street, Room 412 Raleigh, NC 27601

Note that the U.S. Postal Service does not deliver mail to the specified office address 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. **Attempts to submit a bid via facsimile (FAX) machine, telephone or e-mail, in response to this IFB shall NOT be accepted.**

2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and shall include an authorized signature where requested. Vendor response to this IFB shall include each of the following items and these items should be arranged in the following order:

a) Completed and signed version of EXECUTION PAGE, along with the body of the IFB and signed receipt pages of any addenda released in conjunction with this IFB (if required to be returned).

b) Completed version of ATTACHMENT A: PRICING FORM

c) ATTACHMENT B: INSTRUCTIONS TO VENDORS

d) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

e) Completed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

f) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

g) Completed and signed version of ATTACHMENT F: SUPPLEMENTAL VENDOR INFORMATION

h) Other completed sections or information the Vendor is required to provide as stated in this document.

2.8 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) **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) **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.

e) **CONTRACT ADMINISTRATOR:** Representative of NCDA&CS who will administer the contract for the State after award.

f) **CONTRACT LEAD:** Representative of NCDA&CS identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State, and is the individual who will administer The Contract for the State.

g) **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.

h) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request a Vendor to separately identify freight charges in its bid, but no amount or

charge not included as part of the total bid price will be paid.

i) **IFB:** Invitation for Bids.

j) **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.

k) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.

l) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.

m) **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.

n) **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture, Department of Commerce, Department of Cultural an Natural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Department of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.

o) **THE CONTRACT:** A contract resulting from or arising out of Vendor responses to this solicitation document.

p) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids. Following award of a contract, the term refers to an entity receiving such an award.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

All qualified bids will be evaluated and award or awards will be based on the qualified bid(s) offering the lowest price that meets the requirements 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 any portion of the goods or services 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) shall be considered a relevant factor in determining whether to approve the award of a contract under this IFB. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may, at the State's discretion, be disqualified from further evaluation or consideration.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers or relates to the content of Vendor's bid or qualifications, the contents of another Vendor's bid, another Vendor's qualifications or ability to perform the contract, or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless the State makes a written determination, in its discretion, that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. If a Vendor, its sub-contractor or supplier engage in any of the foregoing communications during the time that the solicitation is open (i.e., the issuance date of the procurement to the date of bid opening), such conduct shall constitute sufficient cause to disqualify the Vendor's bid. Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or general inquiries directed to the Contract Lead named in the IFB and regarding requirements of the IFB (prior to bid submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

The State shall review all Vendor responses to this IFB to confirm that each one complies with the specifications and requirements of the IFB.

a) Bids are requested for the items as specified, or item(s) equivalent in design, function and performance. 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.

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

Bids will be received from each responsive Vendor in the method stated in section 2.6.

All bids shall be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB, or as modified by a bid addendum.

At the date and time specified as the bid opening, the bid responses from each responding Vendor will be opened publicly and the name of the Vendor and bid's total cost will 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.

At its option, the State may request clarifications, oral presentations or discussion with any or all Vendors in order to clarify or to amplify the materials presented in any part of the bid or requested in the IFB. Vendors are cautioned, however, that the State is not required to request presentations or other 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.

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.

The State reserves the right to reject all original offers and request one or more of the Vendors submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the IFB have been evaluated and determined to be unsatisfactory.

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.

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 bids at any time if such rejection is deemed to be in the best interest of the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: 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 and to ensure that any award will be in the best interest of the State—how that performance may affect or be affected by the following factors:

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 Invitation for Bids serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract that results from this procurement. As such, all terms in the Invitation for Bids shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. 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 Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Invitation for Bids. Except as specifically stated in the Invitation for Bids, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the Department 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 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 2.5.

4.1 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) 575-4490 or Ted.Fogleman@ncagr.gov

4.2 CONTRACT TERM

This is an Agency Specific Term Contract beginning from date of award through January 31, 2020. 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.

4.3 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, 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 in Bid.

4.4 INVOICES

Vendor shall invoice the Ordering Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices shall include detailed line item information to allow Buyer 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.

4.5 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.

4.6 TRANSPORTATION AND IDENTIFICATION

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

4.7 QUANTITY

All product quantities listed in the IFB are estimates based on the State's historical and anticipated needs. The State shall not be obligated to purchase the amount represented by the estimated quantities contained herein or any other quantities.

4.8 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 RESPONSIBILITES

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 4.6.
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 RFQ).
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.

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	919-707-3125
Tony Haywood	Apples, tomatoes, apple slices, Asian Pear, peaches, cucumbers	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.

5.4 DEVIATIONS

The nature of all deviations from the *Specifications and Requirements* 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 and Requirements*, and the successful Vendor shall be held responsible 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 General Contract Terms and Conditions in this section.

_____

_____

_____

_____

5.5 VENDOR'S REPRESENTATIONS

a) Vendor warrants that qualified personnel shall provide all services that may be required under The Contract in a professional manner. "Professional manner" means that the personnel performing the services shall possess

the skill and competence consistent with at least the prevailing business standards in the industry. Vendor agrees that it shall not enter any agreement with a third party that may abridge any rights of the State under The Contract. Vendor shall serve as the prime contractor under The Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder.

b) If any goods, services, functions, or responsibilities not specifically described in The Contract are required for Vendor's proper performance, provision and delivery of the goods and services under The Contract, or are an inherent part of or necessary sub-requirement included within such goods and services, 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 goods and services.

c) Vendor warrants that it has the financial capacity to perform and to continue 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 The Contract; and that entering into The Contract is not prohibited by any contract, or an order by any court of competent jurisdiction.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the State a single point of contact for contract related issues and issues concerning performance, progress review, scheduling and any service required.

6.2 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State's Contract Lead for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall 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 The Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under The Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.3 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.

6.4 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.

Vendor: NC Farm to School Cooperative, INC

ATTACHMENT A: PRICING

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.	**Apple Slices** Packed: 100 two-ounce bags packed per case, apple slices are to be packed in a modify atmosphere bag. Quality: Will not accept Rome, or Red or Golden Delicious. Will accept Gala, Pink Lady, Fuji and Granny Smith varieties. Apple slices are to be stored at 34-38 degrees F. Delivery/Pickup: Apple slices, 2400 cases on October 30, 2019. Delivery/Pickup: Apple slices: 2200 cases on December 4, 2019. Delivery/Pickup: Apple slices, 1800 cases on January 2, 2020.	6400	Cases	$ 27.75	$ 177,600
2.	**Apples** Packed: 113-125 count, tray packed. Quality: U.S. No.1, apples must be washed, handling temperature 34-38 degrees F from harvest to final destination. Delivery/Pickup: Apples, 1000 cases on November 13, 2019. Delivery/Pickup: Apples, 1100 cases on January 22, 2020.	2100	Cases	$ 21.75	$ 45,675

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
3.	**Broccoli Crowns** Packed: Fresh crowns, top iced, 18-pound case. Quality: U.S. No. 1, handling temperatures 32 degrees F from harvest to final destination. Delivery/Pickup: Broccoli Crowns, 400 cases on November 1, 2019. Delivery/Pickup: Broccoli Crowns, 500 cases on November 15, 2019. Delivery/Pickup: Broccoli Crowns, 450 cases on December 6, 2019.	1350	Cases	$ 18.25	$ 24,637.50
4.	**Cabbage – (Red)** Packed: 25 pounds per case, 8-11 heads per case. Quality: U.S. No. 1, handling temperature 40 degrees F from harvest to final destination. Delivery/Pickup: Cabbage (Red), 150 cases on November 1, 2019 Delivery/Pickup: Cabbage (Red), 150 cases on December 6, 2019	300	Cases	$ 11.50	$ 3,450
5.	**Cabbage – (Green)** Packed: 25 pounds per case, 8-11 heads per case. Quality: U.S. No. 1, handling temperature 40 degrees F from harvest to final destination. Delivery/Pickup: Cabbage (Green), 350 cases on November 1, 2019 Delivery/Pickup: Cabbage (Green), 350 cases on December 6, 2019	700	Cases	$ 8.50	$ 5,950

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
6.	**Romaine Lettuce** Packed: 24 heads in a box. Quality: U.S. No.1, stored at 40 degrees F. Delivery/Pickup: Romaine Lettuce, 300 boxes on November 1, 2019. Delivery/Pickup: Romaine Lettuce, 300 boxes on December 6, 2019.	600	Boxes	$ 14.50	$ 8,700
7.	**Sweet Potatoes** Packed: 8-12- ounces, 65-70 count per case, 40-pound case. Quality: U.S. No. 1 Covington variety, sweet potatoes must be cured, are current season crop, handling temperature 55-60 degrees from harvest to destination. Delivery/Pickup: Sweet Potatoes, 900 Cases on November 13, 2019. Delivery/Pickup: Sweet Potatoes, 800 Cases on January 2, 2020.	1700	Cases	$ 18.50	$ 31,450
8.	**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 F. Must be top iced. Delivery/Pickup: Collards, 300 cases on November 1, 2019. Delivery/Pickup: Collards, 500 cases on November 15, 2019. Delivery/Pickup: Collards, 700 cases on December 6, 2019.	1500	Cases	12.50	14,750
				TOTAL ALL PRODUCTS	$ 316,212.50

Vendor: NC Farm to School Cooperative, INC

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 30, 2019	$ 141
				November 1, 2019	$ 249
				November 13, 2019	$ 372
				November 15, 2019	$ 159
				December 4, 2019	$ 141
				December 6, 2019	$ 249
				January 2, 2020	$ 231
				January 22, 2020	$ 282
				TOTAL ALL SHIPPING	$ 1,824

TOTAL ALL PRODUCTS	$ 316,212.50
TOTAL ALL SHIPPING	$ 1,824.00
GRAND TOTAL	$ 318,036.50

ATTACHMENT B: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this IFB document.

2. **LATE BIDS**: Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely delivery of bids 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. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting bids.

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 execute page 1 of the IFB (Execution Page) in the designated space shall render bid non-responsive, and it will be rejected.

6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 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; (5) ATTACHMENT A: PRICING, and (6) 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 shall submit with its bid any sketches, descriptive literature and/or complete specifications covering the products and services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Failure comply with these requirements shall constitute sufficient cause to reject a bid without further consideration.

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 Vendor remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Vendors 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. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.

10. **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.

11. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.

12. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any bid from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the bid of a vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.

13. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.

14. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its bid 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, marked in a distinctive color or by 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. If a legal action is brought to require the disclosure of any material so marked as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

15. **PROTEST PROCEDURES:** When a Vendor wishes to protest the award of The Contract 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: Division of 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.

16. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

17. **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 or award of a Contract related to this IFB. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.

18. **TABULATIONS**: Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), https://www.ips.state.nc.us/ips/BidNumberSearch.aspx. 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.

19. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM**: The North Carolina electronic Vendor Portal (eVP) 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://ncadmin.nc.gov/about-doa/divisions/purchase-contract.

20. **WITHDRAWAL OF BID**: Bids submitted electronically may be withdrawn at any time prior to the date for opening bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). Bids that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn **only** in writing and if receipt is acknowledged by the office issuing the IFB prior to the time for opening bids identified on the cover page of this IFB (or such later date included in an Addendum to the RFP). Written withdrawal requests shall be submitted on the 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.

21. **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 writing in this IFB and in formal Addenda issued through IPS.

22. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred or associated with the preparation of bids.

23. **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.

24. **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's determination that such equipment, item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under The Contract, the State shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverable items under The 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 as to which the option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of The 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.

   In the event of default by the Vendor, the State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under The 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 The Contract for cause, and may take action 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 goods or services offered prior to their delivery, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, 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 shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.

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) The agency(ies) participating in The 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 AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

6. **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.

7. **NON-DISCRIMINATION:**

   a. The Vendor will take necessary action to comply 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 on the basis of any prohibited grounds as defined by Federal and State law.

   b. The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

8. **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.

9. **INTELLECTUAL PROPERTY WARRANTY AND 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 patent-pending invention, article, device or appliance delivered in connection with The Contract.

   a. Vendor warrants to the best of its knowledge that:
      i. Performance under The Contract does not infringe upon any intellectual property rights of any third party; and
      ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
   b. Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or Deliverables.
   c. The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
      i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
      ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
   d. Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Vendor-branded deliverables or services, or from the continued use of the deliverable(s) or Services after receiving notice of infringement on a trade secret of a third party.

10. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

11. **ADVERTISING:** Vendor agrees not to use the existence of The 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.

12. **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 The Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).

13. **ASSIGNMENT:** No assignment of the Vendor's obligations nor 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 The Contract.

14. **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 in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.

b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 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 within North Carolina in connection with the Contract. The minimum combined single limit shall be $250,000.00 bodily injury and property damage; $250,000.00 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 The 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 The 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.

15. **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 The 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 The 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 or services to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

16. **ELECTRONIC PROCUREMENT [RESERVED] Optional:**

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 ALL 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 G.S. 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 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 shall at all times 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 email. 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.

17. **SUBCONTRACTING:** Performance under The Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise indicated, acceptance of a Vendor's bid shall include approval to use the subcontractor(s) that have been specified therein in accordance with

paragraph 21 of Attachment A: Instructions to Vendor.

18. **CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

19. **CARE OF PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it by the State for use in connection with the performance of The Contract or purchased by or for the State for The Contract, and Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.

20. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

    If, after award of a contract, the contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such the performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

    Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State contract to a location outside of the United States.

21. **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 its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

22. **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.

23. **ELECTRONIC RECORDS:** The State will digitize all Vendor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record, and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

24. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.

25. **NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

26. **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.

27. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity

or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Vendor shall complete items a) and b) below.

a) Will any work under this Contract be performed outside the United States? ☐ YES ☑ NO

If the Vendor answered "YES" above, Vendor shall complete items 1 and 2 below:

1. List the location(s) outside the United States where work under The Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) Vendor shall Identify all U.S. locations at which performance will occur:

North Carolina

Vendor shall provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

This Space is Intentionally Left Blank

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: NC Farm to School Cooperative, INC

The undersigned hereby certifies that: [check all applicable boxes]

☑ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: 12-31 (If no audit within past 18 months, explain reason below)

☑ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☑ The Vendor is current on all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

☑ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☑ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of The Contract.

☑ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

— If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below:

Signature	9-23-19 Date
James Sharp Printed Name	President Title

[This Certification must be signed by an individual authorized to bind the Vendor]

ATTACHMENT F: SUPPLEMENTAL VENDOR INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, 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. This includes utilizing subcontractors to perform the required functions in this IFB. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

a) Is Vendor a Historically Underutilized Business? ☐ **Yes** ☑ **No**

b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ **Yes** ☑ **No**

If so, state HUB classification: _____

SUSTAINABILITY

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost effective.

Do the items offered have any recycled content? ☐ **Yes** ☑ **No**

If yes, what is the post-consumer recycled content? _____% What is the total recycled content? _____%

Other sustainable properties:

N/A

FOODCHAIN ID® CERTIFICATION

ANSI ACCREDITED

Certification Body
Registration Number: 0969

GLOBALG.A.P.
CERTIFICATE

Burch Equipment LLC
685 Burch Road
Faison, NC 28341
United States

According to GLOBALG.A.P.®
General Regulations Version 5.1
Option 1 - individual multisite producer

FoodChain ID Certification declares that the production of the products mentioned on this certificate have been found to be compliant in accordance with the standard:
GLOBALG.A.P.® Integrated Farm Assurance Control Points and Compliance Criteria Version 5.1
GLOBALG.A.P.® The United States Interpretation Guideline Integrated Farm Assurance Version 5.1

Product	GLOBALG.A.P. Product Certificate No.	Harvest Included	Product Handling Included	Parallel Production	Parallel Ownership
Asparagus	00070-NTLLK-0002	Yes	No	No	No
Beetroots	00070-NTLNF-0002	Yes	Yes	No	No
Brassica (Collard)	00070-NTLNN-0002	Yes	Yes	No	No
Broccoli	00070-NTLKN-0002	Yes	Yes	No	No
Cabbage	00070-NTLLF-0002	Yes	Yes	No	No
Kale	00070-NTLKK-0002	Yes	Yes	No	No
Mustard	00070-NTLNX-0002	Yes	Yes	No	No
Rutabagas/Swedes	00071-KFTXK-0002	Yes	Yes	No	No
Spinach	00070-NTLLT-0002	Yes	Yes	No	No
Sweet Potatoes	00070-NTLKX-0002	Yes	Yes	No	No
Turnips	00070-NTLNT-0002	Yes	Yes	No	No
Turnip Tops	00070-NTLNK-0002	Yes	Yes	No	No

The Annex contains details of the producers and production management units/product handling units included in the scope of this certificate.

GLOBALG.A.P. Number (GGN): 4052852991292
Producer Registration Number: FoodChain ID Certification US2229-1

Authorized by: Kathy Arevalo
Date of Certification Decision: 16 Apr 2019

Date of issuing: 16 Apr 2019
Valid from: 16 Apr 2019
Valid to: 31 Jan 2020

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

Cert ID LC d/b/a FoodChain ID Certification (FCIDC)
500 N 3rd Street - Suite 204 Fairfield, IA 52556 - 641 209 1899 - www.foodchainid.com/certification

ANNEX for GGN 4052852991292

Production Management Units (PMUs)

Product(s)	Unit name and address	Product Handling	Parallel Production	Parallel Ownership
Beets, Brassica (Collards), Broccoli, Cabbage, Kale, Mustard, Spinach, Sweet Potatoes, Turnips, Turnip tops	NC Location 685 Burch Road, Faison, NC 28341 14483 C24 Canal Road, Port Saint Lucie, FL 34987	Yes	No	No
Brassica (Collards), Cabbage, Kale, Mustard, Turnips, Turnip tops	FL Location 14483 C24 Canal Road, Port Saint Lucie, FL 34987	Yes	No	No

GLOBALG.A.P. Number (GGN): 4052852991292
Producer Registration Number: FoodChain ID Certification US2229-1

Date of issuing: 16 Apr 2019
Valid from: 16 Apr 2019
Valid to: 31 Jan 2020

United States Department of Agriculture

This is to verify that

Flavor Full Farms

Hendersonville, North Carolina

has successfully met USDA's acceptance criteria of the voluntary

Produce GAPs Harmonized Post-Harvest Audit

Apples

Chief, Audit Services Branch

Audit ID: 25870

10/23/2018

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

GLOBALG.A.P.

GGN: **4049928859129**

Option 1

Issued to

Producer - Ham Produce LLC - 963 Hwy 258 South,, 28580 , NC - Snow Hill

United States

The Certification Body WQS, LLC. 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.**

Product	Product Cert. No.[1]	Attributes	Quantities	CoD[2]	Schemeversion
Sweet Potatoes	00070-LVTCX-0003	Harvest Included: Included Product Handling: Facility Parallel Production (PP)?: No Parallel Ownership (PO)?: No	Non cov. first[3]: 4,653.8849 ha Non cov. further[4]: 0.0000 ha Cov. first[5]: 0.0000 ha Cov. further[6]: 0.0000 ha	EU, GBR, USA	GLOBALG.A.P. IFA version 5.1

Online Certificate Validation Tool

All listed information refers to the certificate of the producer and reflects current certification information in the database as of the log date. The current status of this certificate can be verified at **https://database.globalgap.org/search**

1 GLOBALG.A.P. Product Certificate Number
2 Countries of Destination. The countries where the product is intended to be sold.
3 Non Covered Crops First Harvest in hectares
4 Non Covered Crops Further Harvest in hectares
5 Covered Crops First Harvest in hectares
6 Covered Crops Further Harvest in hectares

Log Date (Printing date of certificate)**: 2019-01-04 19:05 UTC (GMT) 24h**

Valid from (This certificate may be valid up to 12 month from this date)**: 2018-12-28**

Valid to (must always be checked against latest certificate information in database)**: 2019-12-20**

Date of Certification decision: 2018-12-28

United States Department of Agriculture

This is to verify that

Fresh-Pik Produce, Inc.

Kenly, North Carolina

has successfully met USDA's acceptance criteria of the voluntary

Harmonized GAP Plus+ Field Operations and Harvesting Audit

Collard Greens, Corn, Kale, Lettuce, Strawberries

Chief, Audit Services Branch

Audit ID: 27087

4/25/2019

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

United States Department of Agriculture

This is to verify that

Fresh-Pik Produce, Inc.

Kenly, North Carolina

has successfully met USDA's acceptance criteria of the voluntary

Harmonized GAP Plus+ Post-Harvest Audit

Collard Greens, Corn, Kale, Lettuce, Strawberries

Chief, Audit Services Branch

Audit ID: 27089

4/25/2019

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

Apple Wedge Packers

Hendersonville, North Carolina

has successfully met USDA's acceptance criteria of the voluntary

Harmonized GAP Plus+ Post-Harvest Audit

Apples

Chief, Audit Services Branch

Audit ID: 24921

9/20/2018

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

Nash Produce, LLC

Nashville, North Carolina

has successfully met USDA's acceptance criteria of the voluntary

USDA Good Agricultural Practices & Good Handling Practices Audit

House Packing Facility, Storage and Transportation

Sweet Potatoes

Chief, Audit Services Branch

Audit ID: 26849

2/19/2019

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

WQS
World Quality Services

ANSI ACCREDITED

GGN: 4059883722215
Reg. number of producer/ producer group: WQS-US LLC 18040

GLOBALG.A.P.®

CERTIFICATE

According to GLOBALG.A.P.® General Regulations Version 5.1

Option 1 Individual

Issued to
Howell Farming Company, Inc.
106 J and L Drive, Goldsboro, NC 27530
United States

The annex contains details of the producers and production sites / product handling units included in the scope of this certificate.

WQS, LLC. 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. CPCC Version 5.1

Product	GlobalG.A.P. Product Certificate Number	Harvest Included	Product Handling Included	Number of producers	Parallel Production	Parallel Ownership
Sweet Potatoes	00067- NLFHN-0002	Yes	Yes	1	No	No
Watermelons	00067- NLFHT-0002	Yes	Yes	1	No	No

Date of issue (printing date of certificate): 2018-10-01

Valid from: 2018-10-01

Valid to: 2019-09-30

Authorized by

RAQUEL CADENA

Date of Certification Decision: 2018-10-01

Integrity . Technology . Quality

WQS
World Quality Services

ANSI ACCREDITED

ANNEX FOR GGN: 4059883722215
Date of Issue: 2018-10-01

Production Sites (Option 1 or 3)

Site name and address	Product(s)	Parallel Production
Howell Farming 106 J and L Drive Goldsboro, NC 27530	Sweet Potatoes Watermelons	No No

Product Handling Units (PHUs)

GGN or GLN	PHU name and address	Product(s)	Parallel Ownership
4059883722215	Howell Farming Sweet Potato PHU 106 J and L Drive Goldsboro, NC 27530	Sweet Potatoes	No
4059883722215	Howell Farming Watermelon PHU 106 J and L Drive Goldsboro, NC 27530	Watermelons	No

ASI
Food Safety

CERTIFICATE OF COMPLIANCE

IN HACCP BASED CURRENT GOOD MANUFACTURING PRACTICES IS PRESENTED TO:

Henderson's Best Fresh Cuts, LLC

4680 Howard Gap Road
Hendersonville, NC. 28792

AUDIT TYPE: GMP Food Processing
AUDIT SCORE: 91.00%
AUDIT RATING: EXCELLENT

AUDIT DATE: 08/14/2018
AUDIT EXPIRATION: 08/14/2019

Food Safety

Charray Williams — CHARRAY WILLIAMS, CEO

Tyler Williams — TYLER WILLIAMS, VP OF OPERATIONS

FOODCHAIN ID® CERTIFICATION

ANSI ACCREDITED

Certification Body
Registration Number: 0969

GLOBALG.A.P.
CERTIFICATE

Burch Equipment LLC
685 Burch Road
Faison, NC 28341
United States

According to GLOBALG.A.P.®
General Regulations Version 5.1
Option 1 - individual multisite producer

FoodChain ID Certification declares that the production of the products mentioned on this certificate have been found to be compliant in accordance with the standard:
GLOBALG.A.P.® Integrated Farm Assurance Control Points and Compliance Criteria Version 5.1
GLOBALG.A.P.® The United States Interpretation Guideline Integrated Farm Assurance Version 5.1

Product	GLOBALG.A.P. Product Certificate No.	Harvest Included	Product Handling Included	Parallel Production	Parallel Ownership
Asparagus	00070-NTLLK-0002	Yes	No	No	No
Beetroots	00070-NTLNF-0002	Yes	Yes	No	No
Brassica (Collard)	00070-NTLNN-0002	Yes	Yes	No	No
Broccoli	00070-NTLKN-0002	Yes	Yes	No	No
Cabbage	00070-NTLLF-0002	Yes	Yes	No	No
Capsicums (Peppers)	00070-NTLLX-0002	Yes	Yes	No	No
Kale	00070-NTLKK-0002	Yes	Yes	No	No
Mustard	00070-NTLNX-0002	Yes	Yes	No	No
Pumpkins	00070-NTLKT-0002	Yes	Yes	No	No
Rutabagas/Swedes	00071-KFTXK-0002	Yes	Yes	No	No
Spinach	00070-NTLLT-0002	Yes	Yes	No	No
Squash	00070-NTLLN-0002	Yes	Yes	No	No
Sweet Potatoes	00070-NTLKX-0002	Yes	Yes	No	No
Turnips	00070-NTLNT-0002	Yes	Yes	No	No
Turnip Tops	00070-NTLNK-0002	Yes	Yes	No	No

The Annex contains details of the producers and production management units/product handling units included in the scope of this certificate.

GLOBALG.A.P. Number (GGN): 4052852991292
Producer Registration Number: FoodChain ID Certification US2229-1

Authorized by: Kathy Arevalo
Date of Certification Decision: 16 Apr 2019

Date of issuing: 16 Apr 2019
Valid from: 16 Apr 2019
Valid to: 31 Jan 2020

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

Cert ID LC d/b/a FoodChain ID Certification (FCIDC)
500 N 3rd Street - Suite 204 Fairfield, IA 52556 - 641 209 1899 ~ www.foodchainid.com/certification

ANNEX for GGN 4052852991292

Production Management Units (PMUs)

Product(s)	Unit name and address	Product Handling	Parallel Production	Parallel Ownership
Beets, Brassica (Collards), Broccoli, Cabbage, Kale, Mustard, Spinach, Sweet Potatoes, Turnips, Turnip tops, Capsicums (Peppers), Pumpkins, Squash	NC Location 685 Burch Road, Faison, NC 28341 14483 C24 Canal Road, Port Saint Lucie, FL 34987	Yes	No	No
Brassica (Collards), Cabbage, Kale, Mustard, Turnips, Turnip tops	FL Location 14483 C24 Canal Road, Port Saint Lucie, FL 34987	Yes	No	No

GLOBALG.A.P. Number (GGN): 4052852991292
Producer Registration Number: FoodChain ID Certification US2229-1

Date of issuing: 16 Apr 2019
Valid from: 16 Apr 2019
Valid to: 31 Jan 2020