STATE OF NORTH CAROLINA

Department of Agriculture and Consumer Services

Invitation for Bid #: 10-IFB-337112979-KMM

Food Items for NC Farm School Program

Date Issued: December 29, 2021

Bid Opening Date: January 10, 2022

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Karen Moore

Procurement Manager

Email: karen.moore@ncagr.gov

Phone: 919-707-3065
STATE OF NORTH CAROLINA

Invitation for Bids #
10-IFB-337112979-KMM

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential, before the procurement file is made available for public inspection.**

This page shall be filled out and returned with your bid. Failure to do so may subject your bid to rejection.

NC Farm to School Cooperative

Vendor Name

400377

Vendor eVP#

**Note:** For your bid to be considered, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at [https://vendor.ncgov.com/vendor/login](https://vendor.ncgov.com/vendor/login)

Ver. 11/2021
STATE OF NORTH CAROLINA
Department of Agriculture and Consumer Services

Refer ALL Inquiries regarding this IFB to:
Karen Moore, Procurement Manager
Email: karen.moore@ncagr.gov

Invitation for Bids # 10-IFB-337112979-KMM
Bids will be publicly opened: January 10, 2022, 2:00 PM

Using Agency: NCDA&CS Food Distribution
Commodity No. and Description: 504000 Fresh Vegetables

Requisition No.: N/A

EXECUTION
In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its Sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor’s organization.

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

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

| COMPLETE/FORMAL NAME OF VENDOR: | NC Farm to School Cooperative |
| STREET ADDRESS: | P.O. BOX: |
| 760a Sadie Road | 27540 |
| CITY & STATE & ZIP: | TELEPHONE NUMBER: |
| Kenly, NC 27540 | 919-337-1260 |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11): | TOLL FREE TEL. NO: |

| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: | FAX NUMBER: |
| James Sharp, President | 919-237-6133 |
| VENDOR'S AUTHORIZED SIGNATURE: | DATE: |
| James Sharp | 11/10/21 |
| E-MAIL: | |
| jsharp@freshpikccm | |

Ver: 11/2021
VALIDITY PERIOD
Offer shall be valid for at least 60 days from date of bid opening, unless otherwise stated here: ______ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of ____________, 20____, as indicated on the attached certification, by ________________________________
(Authorized Representative of the Department of Agriculture and Consumer Services)
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Vendor: 

NC Farm to School Cooperative

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1.0 PURPOSE AND BACKGROUND

The Department of Agriculture and Consumer Services, Food Distribution Division on behalf of NC Public Schools, is soliciting quotes to provide quality fresh fruits and vegetables, frozen fruits, and frozen meat to North Carolina Schools.

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

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

1.1 CONTRACT TERM

This is an Agency Specific Term Contract beginning on the date of contract execution (the "Effective Date") through April 5, 2022.

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

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee does not apply to this solicitation. Paragraph entitled ELECTRONIC PROCUREMENT subsections (d) and (e) of the North Carolina General Terms and Conditions do not apply to this solicitation.

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

What is the Ariba Network?

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

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

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

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process or negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s bid. This applies to any language appearing in or attached to the document as part of the Vendor’s bid that purports to vary any terms and
By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s bid as nonresponsive. The State may exercise its discretion to consider Vendor proposed modifications.

2.4 IFB SCHEDULE

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

<table>
<thead>
<tr>
<th>Issue IFB</th>
<th>Vendor/State</th>
<th>Date</th>
</tr>
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<tr>
<td>Submit Written Questions</td>
<td>Vendor</td>
<td>December 27, 2021, 2:00PM ET</td>
</tr>
<tr>
<td>Provide Responses to Questions</td>
<td>State</td>
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</tr>
<tr>
<td>Submit Bids</td>
<td>Vendor</td>
<td>January 4, 2022; 2:00PM ET</td>
</tr>
<tr>
<td>Contract Award</td>
<td>State</td>
<td>TBD</td>
</tr>
</tbody>
</table>

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter “IFB # 10-IFB-337112979-KMM – Questions” as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

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

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely only on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

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

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

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.
1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.

2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.

3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.

4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

2.7 BID CONTENTS

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

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

a) Cover Letter, must include a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB.

b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.

c) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.

d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.

e) Vendor Response

f) Completed version of ATTACHMENT A: PRICING

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

h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM

i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

k) Completed and signed version of ATTACHMENT I: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY

2.8 ALTERNATE BIDS

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

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

a) **AGENCY SPECIFIC TERM CONTRACT**: A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.

b) **BAFO**: Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.

c) **BUYER**: The employee of the State or Other Eligible Entity that places an order with the Vendor.

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

e) **CONTRACT LEAD**: Representative of the NCDA&CS who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer the contract for the State.

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

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

h) **NCDA&CS**: North Carolina Department of Agriculture and Consumer Services.

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

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

k) **STATE AGENCY**: Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.

l) **VENDOR**: Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

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

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

The State reserves the right to waive any minor informality or technicality in bids received.
3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

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

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

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

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

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

a) Total cost to the State
b) Level of quality provided by the Vendor
c) Process and performance capability across multiple jurisdictions
d) Protection of the State’s information and intellectual property
e) Availability of pertinent skills
f) Ability to understand the State’s business requirements and internal operational culture
g) Particular risk factors such as the security of the State’s information technology
h) Relations with citizens and employees
3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

Bid price shall 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. Complete ATTACHMENT A: PRICING FORM. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 ESTIMATED QUANTITIES

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

4.3 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

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

due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis for disqualifying a bid from further consideration.

4.4 TRANSPORTATION AND IDENTIFICATION

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

Salisbury Warehouse
160 Circle M Drive
Salisbury, NC 28147

Creedmoor Warehouse
1015 Food Distribution Drive
Creedmoor, NC 2

Ver: 11/2021
4.5 CONTRACT ADMINISTRATOR

Ted Fogleman, or designee, of the Food Distribution Division, is the contact person for the Department only after an award has been made. He may be reached at (919) 964-6120 or Ted.Fogleman@ncagr.gov

4.6 HUB PARTICIPATION

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

4.7 REFERENCES

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

4.8 VENDOR’S REPRESENTATIONS

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

4.9 FINANCIAL STABILITY

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

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

4.10 INSURANCE

During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain insurance as per Paragraph 15 of the Terms and Conditions.

4.11 NC COVID-19 VACCINATION AND TESTING REQUIREMENT

Executive Order 224, signed by Governor Cooper on July 30, 2021, requires all state employees and contractors who may enter facilities at Cabinet Agencies or other participating State Agencies to provide proof of full vaccination or a negative Covid test result within the last seven (7) days. Contractors must follow the requirements of this policy to ensure that their employees are: (1) fully vaccinated or tested weekly, and (2) wearing face coverings where required at Agency facilities. Each Vendor shall certify its acknowledgement and intent to comply with this policy by completing ATTACHMENT I: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY.
5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

FOOD DISTRIBUTION RESPONSIBILITIES
1. Notify the Vendor of the quantities 2-4 weeks in advance of the delivery.
2. Coordinating the delivery of fresh produce/food items from the Vendor. Coordinating the pick-up of fresh
produce/food items if the Department makes the pick-up as described in 4.3.
3. The State reserves the right to modify pick-up dates, based on seasonality (if product comes in sooner or
later than date stated in IFB).
4. Schools shall have twenty-four (24) hours from time of delivery to report any problem to NCDA&CS. Will
notify the vendor of any issues.
5. Invoicing to schools and payments to vendor.

5.2 VENDOR REQUIREMENTS
1. Vendor shall provide current proof of GAP third party audit with Bid, if applicable.
2. Vendor shall provide current proof of HACCP or HARPC third party audit with Bid, if applicable.
3. All meat products must be harvested and packaged in a USDA or state inspected facility. Packaging must
bear mark of inspection.

5.3 VENDOR RESPONSIBILITIES
1. All fresh produce shipped to the Farm to School program will be required to have a USDA fruit and
vegetable inspection and meet the minimum grade of a US Number 1 prior to shipment.
2. NCDA&CS prefers “NC Goodness Grows” membership.
3. All produce is to be the current season’s harvest unless otherwise noted in the description.
4. Product shall be identified by label indicating the farm from which it came. If the cases of the product do
not have the name of the farm it came from, the product will be refused.
5. Product shall be held at the proper temperature as noted in product specifications to begin the cold chain
and the cold chain shall not be broken.
6. Notification of quantities shall be provided to Vendor a minimum of two weeks and a maximum of four
weeks before required delivery/pickup from the Vendor. NCDA&CS and NC Schools reserve the right to
change the quantity of produce indicated herein within seventy-two (72) hours of delivery/pickup from
Vendor with no change in the price offered.
7. In the event the Vendor is unable to fulfill the contract, notification shall be submitted to the NCDA&CS
Marketing Specialist in table listed below immediately prior to delivery/pickup or by 12:00 noon on the day
before scheduled delivery/pickup of the product.
8. In the event of a product recall of a delivered item, the successful Vendor will immediately notify
NCDA&CS Food Distribution.
9. The successful Vendor shall have produce delivered/picked up by designated date. If produce will be
picked up, produce shall be ready at the pickup point designated by Food Distribution.
10. Exact quantities cannot be guaranteed by NCDA&CS at time of award. Quantities are our best estimates
for the quarter. Schools will submit their orders after award.
VENDOR'S RESPONSE

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Have all specifications been reviewed?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor to meet all vendor requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor to meet all vendor responsibilities</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Marketing Specialist</th>
<th>Commodities</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tommy Fleetwood</td>
<td>Broccoli crowns, romaine lettuce, collards, cabbage, kale</td>
<td>252-331-4773</td>
</tr>
<tr>
<td>Kevin Hardison</td>
<td>Watermelons, cantaloupes</td>
<td>919-707-3123</td>
</tr>
<tr>
<td>Michele Roberts</td>
<td>Apples, tomatoes, apple slices, Asian Pear, peaches, cucumbers, frozen ground beef</td>
<td>828-253-1691</td>
</tr>
<tr>
<td>Christina Harvey</td>
<td>Strawberries</td>
<td>919-707-3147</td>
</tr>
<tr>
<td>Heather Barnes</td>
<td>Sweet potatoes, frozen blueberry and blueberry blend products</td>
<td>919-707-3127</td>
</tr>
</tbody>
</table>

5.4 DEVIATIONS

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

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

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

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

6.2 POST AWARD PROJECT REVIEW MEETINGS

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

6.3 CONTINUOUS IMPROVEMENT

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

6.4 INVOICES

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

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

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

6.5 DISPUTE RESOLUTION

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

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

6.6 PRODUCT RECALL

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

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

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

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

6.8 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.

6.9 ATTACHMENTS

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:
https://ncadmin.nc.gov/documents/vendor-forms

The remainder of this page is intentionally left blank
Vendor is a member of “NC Goodness Grows” [check applicable box]

![YES](x)  ![NO]( )

### FURNISH AND DELIVER:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Apple Slices</td>
<td>1,000</td>
<td>Cases</td>
<td>$29.95</td>
<td>$29,950</td>
</tr>
<tr>
<td></td>
<td>Packed: 100 two-ounce bags packed per case; apple slices are to be packed in a modify atmosphere bag.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Quality: Will not accept Red Delicious. Will accept Rome (only if they do not bleed) Golden Delicious, Jonagold, Cameo, Gala, Pink Lady, Fuji, and Granny Smith varieties. Apple slices are to be stored at 34-38 degrees F.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Delivery/Pickup: Apple slices, 1000 cases on February 3, 2022.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Frozen Berry Medley (Strawberry, Blueberry)</td>
<td>200</td>
<td>Cases</td>
<td>$29.16</td>
<td>$5,832</td>
</tr>
<tr>
<td></td>
<td>Packed: 3 lb. bags. Carton net weight – 18 lbs.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Quality: Blend of 55% blueberry and Strawberry 45%.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Delivery/Pickup: Frozen Berry Medley, 200 cases on February 17, 2022.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>QTY.</td>
<td>UNIT</td>
<td>UNIT PRICE</td>
<td>EXTENDED PRICE</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>------</td>
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<td>------------</td>
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</tr>
<tr>
<td>3.</td>
<td><strong>Frozen Blueberries</strong>&lt;br&gt;<strong>Packed:</strong> 3 lb. bags. Carton net weight – 18 lbs.&lt;br&gt;<strong>Delivery/Pick Up:</strong> Frozen blueberries, 200 cases on <strong>February 17, 2022.</strong></td>
<td>200</td>
<td>Cases</td>
<td>$26.10</td>
<td>$5,220</td>
</tr>
<tr>
<td>4.</td>
<td><strong>Kale</strong>&lt;br&gt;<strong>Packed:</strong> 6 – two-pound bags, 2x2 diced cut, chlorinated wash, trimmed and de-stemmed, pre-cooled, and stored at 40 degrees. Must be top iced.&lt;br&gt;<strong>Delivery/Pickup:</strong> Kale, 200 cases on <strong>April 1, 2022.</strong></td>
<td>200</td>
<td>Cases</td>
<td>$12.00</td>
<td>$2,400</td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>QTY.</td>
<td>UNIT</td>
<td>UNIT PRICE</td>
<td>EXTENDED PRICE</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>------</td>
<td>------</td>
<td>------------</td>
<td>----------------</td>
</tr>
<tr>
<td>5.</td>
<td><strong>Diced Sweet Potatoes</strong></td>
<td>1,000</td>
<td>Cases</td>
<td>$30.00</td>
<td>$30,000</td>
</tr>
<tr>
<td></td>
<td><strong>Packed:</strong> Four 5-1 lb. bags per 20 lb. case</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Quality:</strong> Diced Covington sweet potatoes, cubed with peel on, washed.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Delivery/Pickup:</strong> Diced sweet potatoes: 500 cases on <strong>February 17, 2022.</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Delivery/Pickup:</strong> Diced sweet potatoes: 500 cases on <strong>March 17, 2022.</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td><strong>Collards</strong></td>
<td>200</td>
<td>Cases</td>
<td>$12.00</td>
<td>$2,400</td>
</tr>
<tr>
<td></td>
<td><strong>Packed:</strong> top iced in 6 two-pound bags, 2x2 diced cut, chlorinated wash, trimmed and de-stemmed, pre-cooled and stored at 40 degrees. Must be top iced.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Delivery/Pick Up:</strong> Collards: 200 cases on <strong>April 1, 2022.</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>QTY.</td>
<td>UNIT</td>
<td>UNIT PRICE</td>
<td>EXTENDED PRICE</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>------</td>
<td>------</td>
<td>------------</td>
<td>----------------</td>
</tr>
<tr>
<td>7.</td>
<td>Sweet Potatoes</td>
<td>2,000</td>
<td>Cases</td>
<td>$17.00</td>
<td>$34,000</td>
</tr>
</tbody>
</table>
|      | **Packed:** 8-12- ounces, 65-70 count per case, 40-pound case.  
**Quality:** U.S. No. 1 Covington variety, sweet potatoes must be cured, must be current season crop, handling temperature 55-60 degrees from harvest to destination.  
**Delivery/Pick Up:** Sweet potatoes: **500** cases on **February 3, 2022.**  
**Delivery/Pick Up:** Sweet potatoes: **500** cases on **March 3, 2022.**  
**Delivery/Pick Up:** Sweet potatoes: **500** cases on **March 17, 2022.**  
**Delivery/Pick Up:** Sweet potatoes: **500** cases on **March 31, 2022.** |
| 8.   | Frozen Ground Beef | 1,000 | Cases | $81.00 | $81,000 |
|      | **Quality:** Frozen in 10-pound chubs, 80/20, no fillers, preservatives, or other additives, held at 32 degrees Fahrenheit or below.  
**Packed:** 10-pound 80/20 chubs, 2 frozen chubs per case.  
**Delivery/Pick Up:** Ground Beef **500** cases on **February 14, 2022.**  
**Delivery/Pick Up:** Ground Beef: **500** cases on **March 14, 2022.** |

**TOTAL ALL PRODUCTS:** $190,802.60
### SHIPPING COSTS

For evaluation purposes, please state one-time delivery cost for all items for dates listed.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>DELIVERY/PICKUP</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>February 3, 2022</td>
<td>$370</td>
</tr>
<tr>
<td></td>
<td></td>
<td>February 14, 2022</td>
<td>$130</td>
</tr>
<tr>
<td></td>
<td></td>
<td>February 17, 2022</td>
<td>$180</td>
</tr>
<tr>
<td></td>
<td></td>
<td>March 3, 2022</td>
<td>$90</td>
</tr>
<tr>
<td></td>
<td></td>
<td>March 14, 2022</td>
<td>$130</td>
</tr>
<tr>
<td></td>
<td></td>
<td>March 17, 2022</td>
<td>$135</td>
</tr>
<tr>
<td></td>
<td></td>
<td>March 31, 2022</td>
<td>$90</td>
</tr>
<tr>
<td></td>
<td></td>
<td>April 1, 2022</td>
<td>$90</td>
</tr>
</tbody>
</table>

**TOTAL ALL SHIPPING**

$1,215

**TOTAL ALL PRODUCTS**

$190,882.00

**TOTAL ALL SHIPPING**

$1,215.00

**GRAND TOTAL**

$192,097.00
GLOBALG.A.P.
CERTIFICATE

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

According to GLOBALG.A.P.®
General Regulations Version 5.3-GFS_May2020
Option 1 - individual multisite producer

FoodChain ID Certification L.C. 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 5.3-GFS_May2020
GLOBALG.A.P.® The United States Interpretation Guideline
Integrated Farm Assurance Version 5.3-GFS_May2020

<table>
<thead>
<tr>
<th>Product</th>
<th>GLOBALG.A.P. Product Certificate No.</th>
<th>Number of producers / production sites</th>
<th>Harvest Included</th>
<th>Product Handling Included</th>
<th>Parallel Production</th>
<th>Parallel Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asparagus</td>
<td>00090-PCTPX-0002</td>
<td>1</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Beets</td>
<td>00090-PCTTK-0002</td>
<td>1</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Brassica (Collards)</td>
<td>00090-PCTTT-0002</td>
<td>2</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Broccoli</td>
<td>00090-PCTVF-0002</td>
<td>1</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Cabbage</td>
<td>00090-PCTVN-0002</td>
<td>2</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Kale</td>
<td>00090-PCTXF-0002</td>
<td>2</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Mustard</td>
<td>00090-PCTTF-0002</td>
<td>2</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
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<tr>
<td>Spinach</td>
<td>00090-PCTTN-0002</td>
<td>1</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Sweet Potatoes</td>
<td>00090-PCTVT-0002</td>
<td>1</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Turnips</td>
<td>00090-PCTVX-0002</td>
<td>2</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

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

Announced ☑
Unannounced □

GLOBALG.A.P. Number (GGN): 4052852991292
Producer Registration Number: FoodChain ID Certification L.C. US2229-3

Date of issuing: 26 Jan 2021
Valid from: 01 Feb 2021
Valid to: 31 Jan 2022

Authorized by: Gary Smith
Date of Certification Decision: 26 Jan 2021
ANNEX for GGN 4052852991292

Product Handling Units (PHUs)

<table>
<thead>
<tr>
<th>Product(s)</th>
<th>Unit name and address</th>
<th>Product Handling</th>
<th>Parallel Production</th>
<th>Parallel Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asparagus, Beets, Brassica (Collards), Broccoli, Cabbage, Kale, Mustard, Spinach, Sweet Potatoes, Turnips</td>
<td>NC Location 685 Burch Road, Faison, NC 28341</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Brassica (Collards), Cabbage, Kale, Mustard, Turnips</td>
<td>FL Location 14483 C24 Canal Road, Port Saint Lucie, FL 34987</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

GLOBALG.A.P. Number (GGN): 4052852991292
Producer Registration Number: FoodChain ID Certification L.C. US2229-3

Date of issuing: 26 Jan 2021
Valid from: 01 Feb 2021
Valid to: 31 Jan 2022

The current status of this certificate is always displayed at: http://www.globalgap.org/search
FoodChain ID Certification L.C. (FCIDC)
500 N 3rd Street - Suite 204 Fairfield, IA 52556 - 641 209 1899 – www.foodchainid.com/certification
P1F14 GGAP Certificate v20.2 Jul 21 2020
Apples

Produce GAPs Harmonized Post-Harvest Audit

Has successfully met USDA's acceptance criteria of the voluntary

Hendersonville, North Carolina

Flavor Full Farms, Inc.

This is to verify that

United States Department of Agriculture
Apples, Asian Pears, Nectarines, Peaches

Produce GAPs Harmonized Post-Harvest Audit

has successfully met USDA's acceptance criteria of the Voluntary

Talonville, North Carolina

Deal Orchards, Inc.

This is to verify that

United States Department of Agriculture

USDA
CERTIFICATE OF REGISTRATION

SAI Global, accredited Certification Body No Z1440295AS certifies that:

Cottle Strawberry Nursery, Inc.
2488 W NC 403 Hwy, Faison, North Carolina 28341 USA

is registered as meeting the requirements of the

SQF CODE A HACCP-BASED SUPPLIER ASSURANCE CODE FOR THE FOOD INDUSTRY 8.1 EDITION

Food Safety Code for Manufacturing

for the following scope

04. Fresh Produce Packhouse Operations: Blackberries, Blueberries, Cantaloupe, Cucumbers, Eggplant, Grape tomatoes, Muscadine grapes, Peppers, Squash, Strawberries


Certificate No: 9411
Current Registration: August 28, 2020
Date of Audit(s):
July 22-23, 2020
November 11, 2020

SQF No: 9411
Expires: September 7, 2021
Date of Next Audit: June 24, 2021

Authorized by:
Heather Mahon
Global Head of Technical Services
SAI Global Assurance

Registered by:
SAI Global Certification Services Pty Ltd (ABN 106 716 659) 660 George Street, Sydney NSW 2000 Australia with SAI Global Limited 660 George Street Sydney NSW 2000 Australia ("SAI Global") and subject to the SAI Global Terms and Conditions for Certification. While all due care and skill was exercised in carrying out this assessment, SAI Global accepts responsibility only for proven negligence. This certificate remains the property of SAI Global and must be returned to SAI Global upon its request. To verify that this certificate is current please refer to SAI Global On-Line Certification register at https://www.saiglobal.com/en-us/assurance/audit/ro_and_certification/certificationregistry/
GLOBALG.A.P. CERTIFICATE

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

According to GLOBALG.A.P.®
General Regulations Version 5.3-GFS_May2020
Option 1 - individual producer

FoodChain ID Certification L.C. 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 5.3-GFS_May2020
GLOBALG.A.P.® The United States Interpretation Guideline
Integrated Farm Assurance Version 5.3-GFS_May2020

<table>
<thead>
<tr>
<th>Product</th>
<th>GLOBALG.A.P. Product Certificate No.</th>
<th>Number of producers / production sites</th>
<th>Harvest Included</th>
<th>Product Handling Included</th>
<th>Parallel Production</th>
<th>Parallel Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sweet Potatoes</td>
<td>00089-HTTNK-0002</td>
<td>n/a</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

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

Announced ☒
Unannounced ☐

GLOBALG.A.P. Number (GGN): 4049928634641
Producer Registration Number: FoodChain ID Certification L.C. US1944-3

Date of issuing: 11 Nov 2020
Valid from: 02 Dec 2020
Valid to: 01 Dec 2021

Authorized by: Gary Smith
Date of Certification Decision: 11 Nov 2020

The current status of this certificate is always displayed at: http://www.globalgap.org/search
FoodChain ID Certification L.C. (FCIDC)
500 N 3rd Street - Suite 204 Fairfield, IA 52556 - 641 209 1899 - www.foodchainid.com/certification
P1F14 GGAP Certificate v20.2 Jul 21 2020
GLOBALG.A.P. CERTIFICATE

According to GLOBALG.A.P.®
General Regulations Version 5.3-GFS_MAY2020

Option 1 - Individual producer

Jackson Farming Company
3171 Ernest Williams Road
Autryville, NC 28318
United States

Perry Johnson Registrars Food Safety, Inc. declares that the production of the products mentioned on this certificate has been found to be compliant in accordance with the standard:

GLOBALG.A.P. Control Points and Compliance Criteria
Integrated Farm Assurance Version 5.3-GFS_MAY2020

<table>
<thead>
<tr>
<th>Product</th>
<th>GLOBALG.A.P. Product Certificate No.</th>
<th>Number of Producers/Production Sites</th>
<th>Harvest Included</th>
<th>Product Handling included</th>
<th>Parallel Production</th>
<th>Parallel Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broccoli</td>
<td>00087-PLLXK-0002</td>
<td>1</td>
<td>Yes</td>
<td>In field and facility</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Canteloupes/ Melons</td>
<td>00087-PLNCF-0002</td>
<td>1</td>
<td>Yes</td>
<td>In field and facility</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Strawberries</td>
<td>00087-PLLXN-0002</td>
<td>1</td>
<td>Yes</td>
<td>In field and facility</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Sweet Potatoes</td>
<td>00087-PLLXN-0002</td>
<td>1</td>
<td>Yes</td>
<td>In field and facility</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Watermelon</td>
<td>00087-PLLXX-0002</td>
<td>1</td>
<td>Yes</td>
<td>In field and facility</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

Date of Issuing (printing date of certificate): 08/04/2020

Valid from: 08/04/2020
Valid to: 07/29/2021

Authorized by

Terry Boboige, President
Date of certification decision: 08/04/2020

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

PJRFSI o 755 W. Big Beaver Rd., Suite 1390, Troy, Michigan 48084 USA o Email: pjrfsi@pjrfsi.com
<table>
<thead>
<tr>
<th>GGN</th>
<th>Unit Name and Address</th>
<th>Product</th>
<th>Parallel Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>4050373867133</td>
<td>Jackson Farming Company 3171 Ernest Williams Road Autryville, NC 28318 United States</td>
<td>Broccoli</td>
<td>No</td>
</tr>
<tr>
<td>4050373867133</td>
<td>Jackson Farming Company 3171 Ernest Williams Road Autryville, NC 28318 United States</td>
<td>Strawberries</td>
<td>No</td>
</tr>
<tr>
<td>4050373867133</td>
<td>Jackson Farming Company 3171 Ernest Williams Road Autryville, NC 28318 United States</td>
<td>Sweet Potatoes</td>
<td>No</td>
</tr>
<tr>
<td>4050373867133</td>
<td>Jackson Farming Company 3171 Ernest Williams Road Autryville, NC 28318 United States</td>
<td>Watermelon</td>
<td>No</td>
</tr>
<tr>
<td>4050373867133</td>
<td>Jackson Farming Company 3171 Ernest Williams Road Autryville, NC 28318 United States</td>
<td>Canteloupes/Melons</td>
<td>No</td>
</tr>
</tbody>
</table>
GLOBALG.A.P.®

CERTIFICATE

According to GLOBALG.A.P.®
General Regulations Version 5.3 GFS

Option 1 Individual

Issued to
Howell Farming
106 J and L Dr, 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 5.3 GFS

<table>
<thead>
<tr>
<th>Product</th>
<th>Certificate Number</th>
<th>Included</th>
<th>Handling</th>
<th>Number of</th>
<th>Category</th>
<th>Further Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broccoli</td>
<td>00091- VFFPX-0002</td>
<td>Included</td>
<td>No</td>
<td>1</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Sweet Potatoes</td>
<td>00089- PHFTN-0003</td>
<td>Included</td>
<td>Facility</td>
<td>1</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Watermelons</td>
<td>00089- PHFTT-0003</td>
<td>Included</td>
<td>Facility</td>
<td>1</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

Date of issue (printing date of certificate): 2020-12-07

Valid from: 2020-12-07

Valid to: 2021-09-30

Authorized by

THOMAS WATKINS

Date of Certification Decision: 2020-12-07
ANNEX FOR GGN: 1059883722215
Date of Issue: 2020-01-07

Production Sites (Optional)

<table>
<thead>
<tr>
<th>Site Code</th>
<th>Site Address</th>
<th>Managing Crop</th>
<th>Classifying Crop</th>
<th>Attack</th>
<th>Marketed Farmers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Howell Farming 106 J and L Dr</td>
<td>Broccoli</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Goldsboro NC 27530</td>
<td>Sweet Potatoes</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Watermelons</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

Product Handling Units (PHUs)

<table>
<thead>
<tr>
<th>Code</th>
<th>Site Address</th>
<th>Managing Crop</th>
<th>Classifying Crop</th>
<th>Marketed Farmers</th>
</tr>
</thead>
<tbody>
<tr>
<td>4059883722215</td>
<td>Howell Farming 106 J and L Dr</td>
<td>Sweet Potatoes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Goldsboro NC 27530</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4059883722215</td>
<td>Howell Farming 106 J and L Dr</td>
<td>Watermelons</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Goldsboro NC 27530</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Audits are valid for one year from date on certificate. To verify continued adherence to the program, please visit www.amys.usda.gov/audits

Chief, Audit Services Branch

April 3, 2021

 audit ID: 37241

Broccoli, Cabbage, Collard Greens, Corn, Kale, Leek, Sausage, Strawberries

Harmonized GAP Plus Field Operations and Harvesting Audit

has successfully met USDA's acceptance criteria of the Voluntary

Keny, North Carolina

Fresh-Pick Produce, Inc.

This is to verify that

United States Department of Agriculture

USDA
GLOBALG.A.P. CERTIFICATE

According to GLOBALG.A.P. General Regulations Version 5.3-GFS

Option 1 Individual

Issued to
Ham Produce
963 Hwy 258 South, Snow Hill, NC 28580
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. IFA FV CPCC Version 5.3-GFS

<table>
<thead>
<tr>
<th>Product</th>
<th>GlobalGAP Learn. Certificate Number</th>
<th>Approval Indicator</th>
<th>Produce Sampling Included</th>
<th>Number of Steps</th>
<th>Notified Production</th>
<th>Special Campaign</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sweet Potatoes</td>
<td>00090-XLFFT-0002</td>
<td>Included</td>
<td>Facility</td>
<td>1</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

Date of issue (printing date of certificate): 2021-02-12

Valid from: 2021-02-11

Valid to: 2021-12-20

Authorized by: [Signature]

Date of Certification Decision: 2021-02-11
CERTIFICATE

Issued to:

ORGANIZATION
Fresh-Pik Produce Inc
7802 Sadie Road Kenly, North Carolina 27542, United States

OPERATION
Fresh-Pik Produce Inc
7802 Sadie Road Kenly, North Carolina 27542, United States
Operation type: PACKINGHOUSE

PRELIMINARY AUDIT SCORE: 94%
CERTIFICATE VALID FROM: Sep 15, 2020 To Sep 14, 2021
FINAL AUDIT SCORE: 95%

WQS, LLC certifies that this operation has complied with the applicable requirements of PrimusGFS Version 3.1.
See subsequent certificate page(s) for scope details.

Authorized by:
Technical Manager
Thomas Hold Watkins

ANSI WQS
A QIMA Group Company

WQS, LLC | Quail Plaza – 7621 Little Avenue, Suite 200, Charlotte, NC 28226 | Charlotte North Carolina 28226 United States | primusgfs@wqsinc.com | 800.316.9161