

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

Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details: Karen Moore, Procurement Manager	Invitation for Bid #: 10-IFB-727988526-KMM
	Bids will be publicly opened: June 29, 2023, at 2:00pm ET
Using Agency: NC Department of Agriculture and Consumer Services	Commodity No. and Description: 504000/ Fresh Vegetables
Requisition No.: N/A	

EXECUTION

In compliance with this Invitation for Bid (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),
- 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.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

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 contracts; 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 response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your 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** incorporated herein. 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 shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR: <i>N.C. Farm to School Cooperative</i>		
STREET ADDRESS: <i>7802 Saddle Rd.</i>	P.O. BOX:	ZIP:
CITY & STATE & ZIP: <i>Kenly, NC 27542</i>	TELEPHONE NUMBER: <i>252-237-1260</i>	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: <i>James Sharp, President</i>	FAX NUMBER: <i>252-237-1260</i>	

NC Farm to School Cooperative

Bid Number: 10-IFB-727988526-KMM

Vendor: _____

VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 6/28/23	EMAIL: jsharp@freshpick.com
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VALIDITY PERIOD

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

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 <u>7</u> day of <u>July</u> , 20 <u>23</u> , as indicated on The attached certification, by <u>K. Moore</u> <p style="text-align: center;">(Authorized Representative of NCDA&CS)</p>

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1.0 PURPOSE AND BACKGROUND

The NC 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.

1.1 CONTRACT TERM

This is an Agency Specific Term Contract beginning on the date of contract execution (the "Effective Date") through October 23, 2023.

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

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

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

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

What is the Ariba Network?

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

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

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

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions or issues regarding any component of 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 of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

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Other than through the process of 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 or otherwise. 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 that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. 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 unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

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	June 19, 2023
Submit Written Questions	Vendor	June 21, 2023, 10:00 AM ET
Provide Response to Questions	State	June 23, 2023, 10:00 AM ET
Submit Bids	Vendor	June 29, 2023, 2:00 PM ET
Contract Award	State	TBD

2.5 BID QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "10-IFB-727988526-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 the IFB and an addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. A vendor shall bear the sole 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

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with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

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

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

Tips for Using the Sourcing Tool

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

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the bid with its bid submission, the Department may release an unredacted version if a record request is received.

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) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- b) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- d) Vendor's Response.
- e) Completed version of ATTACHMENT A: SHELL COUNT SUMMARY
- f) Completed version of ATTACHMENT A-1: GTBNC SHELL COUNT SUMMARY

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- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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 bid 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. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

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 an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

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

The 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 Paragraph 29. of the Instructions to Vendors entitled COMMUNICATOINS BY VENDORS

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, 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, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/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 proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB, or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

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 all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall be available for public inspection at the time of the award. 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 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) under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

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

4.2 ESTIMATED QUANTITIES

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

4.3 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

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

4.4 TRANSPORTATION AND IDENTIFICATION

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

Salisbury Warehouse
160 Circle M Drive
Salisbury, NC 28147

Creedmoor Warehouse
1015 Food Distribution Drive
Creedmoor, NC 27522

4.5 CONTRACT ADMINSTRATOR

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 INVOICES

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 information to allow the Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

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

4.7 FINANCIAL STABILITY

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

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. 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. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.8 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.

4.9 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.10 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.

4.11 PERSONNEL

The vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractors(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. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.12 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.

5.1 5.0 SPECIFICATIONS

SPECIFICATIONS

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/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

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

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

5.4 DEVIATIONS

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

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER

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

Contract Manager Point of Contact	
Name:	James Sharp
Office Phone #:	252-237-1260
Mobile Phone #:	252-205-1997
Email:	jsharp@freshpik.com

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet 30 days prior to the event 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 consists of various ways to enhance business efficiencies as performance progresses.

Bid Number: 10-IFB-727988526-KMM

Vendor: NC Farm to School Cooperative

6.4 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.

6.5 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. Amendments to the contract can only be made through the contract administrator.

6.6 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.

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.	<p><u>Apple Slices</u> <u>Packed:</u> 100 two-ounce bags packed per case, apple slices are to be packed in a modify atmosphere bag. <u>Quality:</u> 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. <u>Delivery/Pickup:</u> Apple slices, <u>1,000</u> cases on <u>August 29, 2023.</u> <u>Delivery/Pickup:</u> Apple slices, <u>1,000</u> cases on <u>September 7, 2023.</u> <u>Delivery/Pickup:</u> Apples slices <u>1,000</u> cases on <u>September 21, 2023.</u> <u>Delivery/Pickup:</u> Apple slices <u>1,000</u> cases on <u>October 5, 2023.</u> <u>Delivery/Pickup:</u> Apple slices <u>1,000</u> cases on <u>October 19, 2023.</u></p>	5,000	Cases	\$ <u>30.00</u>	\$ <u>150,000</u>

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
2.	<p>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, <u>1,200 cases on August 17, 2023.</u> Delivery/Pickup: Apples, <u>1,200 cases on September 7, 2023.</u> Delivery/Pickup: Apples, <u>1,200 cases on September 21, 2023.</u> Delivery/Pickup: Apples, <u>1,000 cases on October 5, 2023.</u> Delivery/Pickup: Apples, <u>1,000 cases on October 19, 2023.</u></p>	5600	Cases	\$ <u>24.50</u>	\$ <u>137,200</u>
3.	<p>Cantaloupes Packed: 6 to 12 count, a 35-40 pound case. Quality: Eastern type variety, U.S. No. 1, cantaloupes must be washed in 100-150 parts per million chlorine solution or equivalent to industry standards, handling temperatures 40-55 degrees from harvest to final destination. Delivery/Pickup: Cantaloupes, <u>1,200 cases on August 25, 2023.</u> Delivery/Pickup: Cantaloupes – <u>1,200 cases on September 8, 2023.</u></p>	2400	Cases	\$ <u>18.00</u>	\$ <u>43,200</u>

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
4.	<p><u>Squash and Zucchini Rounds</u> <u>Packed:</u> 30 lbs. case of 6, 5 lb. per unit - 50/50 yellow squash and zucchini sliced into rounds, washed.</p> <p><u>Delivery/Pickup:</u> Squash and Zucchini Blend <u>400</u> bags on <u>September 22, 2023.</u></p>	400	Cases	\$ <u>50.00</u>	\$ <u>20,000</u>
5.	<p><u>Green Beans</u> <u>Packed:</u> 18 - 1 lb. bags, (20 lb. gross weight) <u>Quality:</u> US No 1, unsnapped</p> <p><u>Delivery/Pickup:</u> Green Beans, <u>300</u> cases on <u>September 8, 2023.</u></p>	300	Cases	\$ <u>24.95</u>	\$ <u>7,485</u>

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
6.	<p>Grape Tomatoes</p> <p>Packed: 12/one pint clam shells</p> <p>Quality: U.S. No. 1, color red, firm, small to medium size, must be washed, handling temperatures 62-68 degrees F. from harvest to final destination.</p> <p>Delivery/Pickup: Grape Tomatoes, <u>700</u> flats on <u>August 18, 2023</u>.</p> <p>Delivery/Pickup: Grape Tomatoes, <u>600</u> flats on <u>August 25, 2023</u>.</p> <p>Delivery/Pickup: Grape Tomatoes, <u>500</u> flats on <u>September 8, 2023</u>.</p> <p>Delivery/Pickup: Grape Tomatoes, <u>400</u> flats on <u>September 22, 2023</u>.</p> <p>Delivery/Pickup: Grape Tomatoes, <u>400</u> flats on <u>October 6, 2023</u>.</p>	2600	Boxes	\$ <u>14.95</u>	\$ <u>38,870</u>
7.	<p>Collards</p> <p>Packed: 6 two-pound bags, 2x2 diced cut, chlorinated wash, trimmed and de-stemmed, pre-cooled and stored at 40 degrees. Must be top-iced.</p> <p>Delivery/Pickup: <u>Collards, 400</u> cases on <u>October 20, 2023</u>.</p>	400	Cases	\$ <u>12.00</u>	\$ <u>4,800</u>

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
8.	<p><u>Seedless Watermelons</u></p> <p><u>Packed:</u> 2 to 3 melons per box, melons should weigh between 10-15 pounds, case weight 28-35 pounds.</p> <p><u>Quality:</u> Melons shall be U.S. No. 1, melons should be packed in NC Farm to School watermelon boxes. Handling temperatures 50 to 60 degrees F harvest to final destination.</p> <p><u>Delivery/Pickup:</u> Seedless Watermelons, <u>500</u> boxes on <u>August 18, 2023.</u></p> <p><u>Delivery/Pickup:</u> Seedless Watermelons, <u>1500</u> boxes on <u>August 25, 2023.</u></p> <p><u>Delivery/Pickup:</u> Seedless Watermelons, <u>1500</u> boxes on <u>September 8, 2023.</u></p>	4500	Boxes	\$ <u>18.00</u>	\$ <u>81,000</u>
9.	<p><u>Sweetpotatoes</u></p> <p><u>Packed:</u> 8-12- ounces, 65-70 count per case, 40-pound case.</p> <p><u>Quality:</u> U.S. No. 1 Covington variety, sweetpotatoes must be cured, handling temperature 55-60 degrees from harvest to destination. Can be last season or current season crop.</p> <p><u>Delivery/Pickup:</u> Sweetpotatoes, <u>800</u> cases on <u>October 5, 2023.</u></p>	800	Cases	\$ <u>17.25</u>	\$ <u>13,800</u>

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
10.	<p><u>Kale</u> <u>Packed:</u> 6 – two-pound bags, 2x2 diced cut, chlorinated wash, trimmed and de-stemmed, pre-cooled, and stored at 40 degrees. Must be top iced.</p> <p><u>Delivery/Pickup:</u> Kale, <u>400</u> cases on <u>October 6, 2023</u> .</p> <p><u>Delivery/Pickup:</u> Kale, <u>400</u> cases on <u>October 20, 2023</u>.</p>	800	Cases	\$ <u>12.00</u>	\$ <u>9,600</u>
11.	<p><u>Cucumbers</u> <u>Packed:</u> in ½ bushel box <u>Quality:</u> U.S. No. 1 slicing cucumbers. Temperature shall be 40-45 degrees from harvest to final destination.</p> <p><u>Delivery/Pickup:</u> Cucumbers, <u>300</u> Boxes on <u>August 18, 2023</u>.</p> <p><u>Delivery/Pickup:</u> Cucumbers, <u>300</u> Boxes on <u>August 25, 2023</u>.</p> <p><u>Delivery/Pickup:</u> Cucumbers, <u>300</u> Boxes on <u>September 22, 2023</u>.</p>	900	Cases	\$ <u>14.95</u>	\$ <u>13,455</u>

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
12.	<p>Frozen Ground Beef:</p> <p>Quality: Frozen in 10-pound chubs, 80/20, no fillers, preservatives, or other additives, held at 32 degrees Fahrenheit or below.</p> <p>Packed: 10-pound 80/20 chubs, 2 frozen chubs per case.</p> <p>Delivery/Pick Up: Ground Beef <u>1,000 cases on August 14, 2023.</u></p> <p>Delivery/Pick Up: Ground Beef <u>1,000 cases on September 18, 2023.</u></p> <p>Delivery/Pick Up: Ground Beef <u>1,000 cases on October 16, 2023.</u></p>	3,000	Cases	\$ <u>97.00</u>	\$ <u>291,000</u>
13.	<p>Frozen Berry Medley (Strawberry, Blueberry)</p> <p>Packed: 3 lb. bags. Carton net weight – 18 lbs.</p> <p>Delivery/Pickup: Frozen Berry Medley, <u>500 cases on August 17, 2023.</u></p> <p>Delivery/Pickup: Frozen Berry Medley, <u>500 cases on September 21, 2023.</u></p> <p>Delivery/Pickup: Frozen Berry Medley, <u>500 cases on October 19, 2023.</u></p>	1,500	Cases	\$ <u>29.16</u>	\$ <u>43,740</u>

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
14.	<p><u>Diced Orange Sweetpotatoes</u> <u>Packed:</u> Diced, peel-on, washed. 20 lb. case, four 5-lb bags per case.</p> <p><u>Delivery/pickup:</u> Diced orange sweetpotatoes <u>500</u> cases on <u>September 21, 2023.</u></p>	500	Cases	\$ <u>45.00</u>	\$ <u>22,500</u>
15.	<p><u>Peaches</u> <u>Packed:</u> 50-60 peaches per 25 lb. box. <u>Quality:</u> U.S. No. 1, size 2 ½ and up. Yellow or white variety depending on availability. Peaches must be stored at 40 degrees. <u>Delivery/Pickup:</u> Peaches, <u>1,300</u> Cases on <u>August 17, 2023.</u></p> <p><u>Delivery/Pickup:</u> Peaches, <u>1,300</u> Cases on <u>August 24, 2023.</u></p> <p><u>Delivery/Pickup:</u> Peaches, <u>1,300</u> Cases on <u>September 7, 2023.</u></p>	3900	Cases	\$ <u>23.00</u>	\$ <u>89,700</u>

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
16.	<p>Asian Pears</p> <p>Packed: Average count per box is 50 (approximate-may vary). ½ bushel box would weigh approximately 23-25 lbs.</p> <p>Delivery/Pickup: Asian Pears. 1,300 cases on <u>August 17, 2023.</u></p> <p>Delivery/Pickup: Asian Pears. 1,300 cases on <u>August 24, 2023.</u></p> <p>Delivery/Pickup: Asian Pears. 1,300 cases on <u>September 7, 2023.</u></p>	3900	Cases	\$ <u>30.00</u>	\$ <u>117,000</u>
17.	<p>Frozen Ground Beef Patties</p> <p>Packed: Individually quick frozen 2.8-ounce uncooked beef patties. Approximately 229 patties in a 40 lb. case.</p> <p>Quality: 85/15 ground beef, held at 32 degrees F. or below.</p> <p>Delivery/Pickup: Ground Beef Patty: <u>1,000</u> cases on <u>August 14, 2023.</u></p> <p>Delivery/Pickup: Ground Beef Patty: <u>1,000</u> cases on <u>September 18, 2023.</u></p> <p>Delivery/Pickup: Ground Beef Patty: <u>1,000</u> cases on <u>October 16, 2023.</u></p>	3,000	Cases	\$ <u>210.00</u>	\$ <u>630,000</u>

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
18.	<p><u>Frozen Blueberries</u></p> <p><u>Packed:</u> - 3-lb. bags per case. Carton net weight – 18 lbs.</p> <p><u>Delivery/Pickup:</u> - Frozen blueberries, <u>500</u> cases on <u>August 17, 2023.</u></p> <p><u>Delivery/Pickup:</u> - Frozen blueberries, <u>500</u> cases on <u>September 21, 2023.</u></p> <p><u>Delivery/Pickup:</u> - Frozen blueberries, <u>500</u> cases on <u>October 19, 2023.</u></p>	1500	Cases	\$ <u>26.10</u>	\$ <u>39,150</u>
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE

TOTAL ALL PRODUCTS \$ 1,752,500

SHIPPING COSTS

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

Dollars

August 14, 2023	\$ <u>130</u>
August 17, 2023	\$ <u>436</u>
August 18, 2023	\$ <u>251</u>
August 24, 2023	\$ <u>193</u>
August 25, 2023	\$ <u>371</u>
August 29, 2023	\$ <u>140</u>
September 7, 2023	\$ <u>476</u>
September 8, 2023	\$ <u>356</u>
September 18, 2023	\$ <u>130</u>
September 21, 2023	\$ <u>423</u>
September 22, 2023	\$ <u>196</u>
October 5, 2023	\$ <u>360</u>
October 6, 2023	\$ <u>245</u>
October 16, 2023	\$ <u>130</u>
October 19, 2023	\$ <u>383</u>
October 20, 2023	\$ <u>99</u>

\$ 4,319

TOTAL ALL PRODUCTS	\$ <u>1,752,500</u>
TOTAL ALL SHIPPING	\$ <u>4,319</u>
GRAND TOTAL	\$ <u>1,756,819</u>