## BLANKET PURCHASE ORDER

**STATE OF MARYLAND**

*************** STATE OF MARYLAND ***************

**BPO NO:** 001B0600227  
**PRINT DATE:** 01/16/20  
**PAGE:** 01

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**SHIP TO:**

AS SPECIFIED ON INDIVIDUAL ORDERS

<table>
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<tr>
<th>VENDOR ID:</th>
<th>REFER QUESTIONS TO:</th>
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</table>
| JAY'S RESTAURANT GROUP INC  
1309 N CHARLES STREET  
BALTIMORE, MD 21201  
(410) 685-3861 | KIMBERLY HACKETT  
(410) 767-0788  
KIMBERLY.HACKETT@MARYLAND.GOV |

**ITB:** 01/18/21  
**EXPR DATE:** 01/18/21  
**POST DATE:** 01/13/20  
**DISCOUNT TERMS:** .00  
**NET 30 DAY**  
**CONTRACT AMOUNT:** .00

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**TERMS:**

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

THIS IS (1) ONE (2) TWO RENEWAL OPTIONS AGAINST CONTRACT 001B7400269.

CONTRACT TERM: JANUARY 19, 2020 THROUGH JANUARY 20, 2021, WITH THE SAME TERMS, CONDITIONS AND PRICE.

THIS CONTRACT SHALL BE FOR A PERIOD OF ONE (1) YEAR, WITH ONE (1) ONE (1) YEAR RENEWAL OPTIONS. THE CONTRACT OR ANY PART OF THE CONTRACT MAY BE UNILATERALLY RENEWED FOR ONE (1) ONE-YEAR TERM BY DGS.

MARYLAND LAW PREVAILS:  
THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

THE PURPOSE OF THIS CONTRACT IS TO SECURE A POOL OF "ON CALL" CONTRACTORS READY TO SUPPLY CATERING SERVICES IMMEDIATELY FOR VARIOUS

*** CONTINUED, NEXT PAGE ***
LOCATIONS IN THE STATE OF MARYLAND WHICH ARE AFFECTED BY SEVERE STORMS, TORNADOS, FLOODING, ETC. (EVENTS)

VENDOR NAME: JAY'S RESTAURANT GROUP DBA JAY'S CATERING

VENDOR CONTACT: PHILLIP QUICK

TELEPHONE: 410-685-3861

VENDOR EMAIL ADDRESS: PHIL@JAYSRESTAURANTGROUP.COM

REGION(S) SERVED BY THIS CONTRACT:

REGION C (CENTRAL) ANNE ARUNDEL, BALTIMORE, CARROLL, HARFORD, HOWARD COUNTIES & BALTIMORE CITY

DELIVERY: VENDOR SHALL DELIVER CATERING SERVICES (BREAKFAST, LUNCH, DINNER) WITHIN 24 HOURS OF NOTICE TO PROCEED DURING STATE EMERGENCIES.

BUY AMERICAN PROVISION:

PURSUANT TO 7 CFR PART 210.21(D), THE BUY AMERICAN PROVISION REQUIRES SCHOOL FOOD AUTHORITIES (SFA) TO PURCHASE, TO THE MAXIMUM EXTENT POSSIBLE, DOMESTIC COMMODITIES OR PRODUCTS. A DOMESTIC COMMODITY OR PRODUCT IS ONE THAT IS MANUFACTURED OR GROWN IN THE UNITED STATES AND PROCESSED IN THE U.S. USING SUBSTANTIAL AGRICULTURAL COMMODITIES THAT ARE PRODUCED IN THE UNITED STATES. SUBSTANTIAL MEANS THAT OVER 51% OF THE FINAL PROCESSED PRODUCT CONSISTS OF AGRICULTURAL COMMODITIES THAT WERE GROWN DOMESTICALLY. ADDITIONALLY, THE BUY AMERICAN PROVISION REQUIRES THAT ALL PRODUCTS NORMALLY PURCHASED BY A FOOD DISTRIBUTOR AS NON-DOMESTIC, AND ARE PROPOSED TO FULFILL CONTRACT REQUIREMENTS, MUST BE IDENTIFIED WITH THE COUNTRY OF ORIGIN. THESE PRODUCTS MUST ALSO BE MARKED OR NOTED ON INVOICES SO THAT RECEIVING ENTITIES MAY CLEARLY IDENTIFY THE PRODUCTS AT THE TIME OF DELIVERY. VENDORS MUST MAKE ALL ATTEMPTS TO SUPPLY FOOD PER FEDERAL REGULATIONS THAT REQUIRE FOODS TO BE OF DOMESTIC ORIGIN TO THE MAXIMUM EXTENT POSSIBLE.

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TERMS (cont'd):

SCOPE OF CONTRACT:

REQUIREMENTS CONTRACT FOR SUPPLYING THE STATE OF MARYLAND AND USING AUTHORITIES WITH THEIR NEEDS FOR ON CALL VENDORS TO PROVIDE CATERING SERVICES FOR STATEWIDE EMERGENCIES.

CONTRACT REQUIREMENTS:

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

PRICE ESCALATION:

VENDOR MUST HOLD STATED BID PRICING FOR AT LEAST TWO (2) YEARS FROM DATE OF AWARD OF THE CONTRACT. THEREAFTER, THE VENDOR WILL BE ALLOWED TO MAKE PRICE ADJUSTMENTS ANNUALLY BY WRITTEN NOTICE TO THE DGS PROCUREMENT OFFICER. PRICE ADJUSTMENTS MUST BE SUBMITTED NO LATER THAN TWO (2) WEEKS PRIOR TO PROPOSED EFFECTIVE DATE. THE PRICE ADJUSTMENTS FOR THE RENEWALS SHALL BE NEGOTIATED ACCORDING TO THE USDA CONSUMER PRICE INDEX (CPI) AND MUTUALLY AGREED UPON BY DGS AND THE CONTRACTORS. ALTHOUGH EACH NEGOTIATION WILL BE CARRIED OUT INDEPENDENTLY, THE PERCENTAGE INCREASE OR THE MONETARY INCREASE SHALL BE THE SAME FOR ALL VENDORS. DGS RESERVES THE RIGHT TO RENEW ANY AND/OR ALL CONTRACTOR'S CONTRACTS. ANY CONTRACTS WHICH ARE NOT RENEWED WILL BE COMPETITIVELY RE-BID. ESTIMATED QUANTITIES (ATTACHMENT "A") WILL BE PROVIDED FOR ANY OR ALL RENEWAL OPTIONS. UPON RENEWAL, THE EXISTING CONTRACT TERMS AND CONDITIONS WILL APPLY.

ONCE A PRICE INCREASE HAS BEEN APPROVED, NO FURTHER INCREASES SHALL BE CONSIDERED FOR TWELVE (12) MONTHS. SUBSEQUENT INCREASES WILL BE BASED ON THE FINAL INDEX VALUE USED ON THE PRECEDING ADJUSTMENT AND THE MOST RECENT FINAL INDEX VALUE AVAILABLE ON THE BLS WEBSITE AT THE TIME OF THE CURRENT REQUEST. THE STATE RESERVES THE RIGHT NOT TO ALLOW A PRICE INCREASE.

THE INCREASED CONTRACT PRICE SHALL NOT APPLY TO ORDERS RECEIVED BY THE CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THE APPROVED INCREASED CONTRACT UNIT PRICE. ORDERS PLACED VIA PURCHASE ORDER, SHALL BE CONSIDERED TO HAVE BEEN RECEIVED BY THE CONTRACTOR AFTER THE FIFTH (5TH) CALENDAR DAY FOLLOWING THE DATE OF ISSUANCE. THE PROCUREMENT OFFICER MAY CANCEL, WITHOUT LIABILITY TO EITHER PARTY, ANY PORTION OF THE CONTRACT AFFECTED BY THE REQUESTED INCREASE AND ANY MATERIALS, SUPPLIES OR SERVICES UNDELIVERED AT THE TIME OF SUCH CANCELLATION.

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INVOICES REFLECTING "NEW" PRICES WILL NOT BE PROCESSED FOR DELIVERIES OF GOODS RECEIVED PRIOR TO THE INCREASE APPROVAL DATE.

PRICE DECREASES SHALL ALSO BE PASSED ON TO THE STATE AND DO NOT REQUIRE VERIFICATION. DECREASES BECOME EFFECTIVE IMMEDIATELY UPON NOTIFICATION.

DELIVERY AND ACCEPTANCE:

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

A. PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

(1) A COUNTY OR BALTIMORE CITY;
(2) A MUNICIPAL CORPORATION;
(3) A GOVERNMENTAL AGENCY IN THE STATE;
(4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
   (I) RECEIVES STATE MONEY; AND
   (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
(5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

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(I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE
STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF
INDEPENDENT SCHOOLS; AND

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3)
OF THE INTERNAL REVENUE CODE; OR

(6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION
17-106 OF THE EDUCATION ARTICLE.

(B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A
NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE
RELIGIOUS MATERIALS UNDER THIS CONTRACT.

(C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE
IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE
POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY
STATUTORY OR CHARTER PROVISION.

(D) ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH
IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR
WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1)
SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR
AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR
CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR
ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR
AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS
AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

(E) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY
ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE
THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH
THAT THE CONTRACT MAY BEEN FORCED AGAINST THE STATE OF MARYLAND.

ELECTRONIC TRANSACTION FEE:
A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE
STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT
SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL
SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR
CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED
DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR
SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

B. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE
DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W.
PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, WITHIN TEN (10)
CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH
A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL
VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO DGS.
STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

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C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER
OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S
REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RE COURSE
AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO,
A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY.
SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE
CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED
WITH THE AUDIT UP TO $10,000.00 OR ONE (1%) PERCENT OF THE
CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

D. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING
THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%)
ELECTRONIC TRANSACTION FEE.

PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO
LATER THAN 30 DAYS AFTER THE STATE'S RECEIPT OF A PROPER INVOICE FROM
THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN
AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND
PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC
SERVICE COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC
UTILITIES, AS APPLICABLE, ARE PROHIBITED.
ELECTRONIC FUNDS TRANSFER: THIS PROVISION ON ELECTRONIC FUNDS TRANSFER
APPLIES TO CONTRACTS OF OVER $200,000 FOR WHICH PAYMENTS ARE MADE
THROUGH THE STATE COMPTROLLER
ELECTRONIC FUNDS TRANSFER WILL BE USED BY THE STATE TO PAY CONTRACTOR
FOR THIS CONTRACT AND ANY OTHER STATE PAYMENTS DUE CONTRACTOR UNLESS
THE STATE COMPTROLLER'S OFFICE GRANTS CONTRACTOR AN EXEMPTION.

INVOICES:
FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS,
EQUIPMENT, SUPPLIES OR SERVICES (COMPANY NAME) SHALL SUBMIT AN
ORIGINAL INVOICE TO THE AGENCY FOR PAYMENT.
VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL
INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

BPO/PO AS CONTRACT:
THIS PROVISION APPLIES TO ALL PROCUREMENT CONTRACTS PROCURED BY THE
DEPARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT
OF ARCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN
$200,000.
TERMS (cont'd):

THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT SOLICITED BY THE DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE.


THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER $25,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #001IT820421/MDDGS31030061 ARE INCORPORATED HEREIN BY REFERENCE.
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<td>0001</td>
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CATERING SERVICE FOR BREAKFAST: VENDOR TO SUPPLY HOT MEAL INCLUDING EGGS, EITHER SAUSAGE, TURKEY SAUSAGE, HAM, TURKEY BACON OR BACON), TOAST OR BAGEL, ORANGE JUICE, COFFEE, TEA AND ALL CONDIMENTS TO BE INCLUDED.

CATERING SERVICE FOR VEGETARIAN BREAKFAST: VENDOR TO SUPPLY VEGETARIAN MEAL INCLUDING EGGS, VEGETARIAN SAUSAGE, FRUIT, BAGELS JUICE, WATER, COFFEE. ALL CONDIMENTS TO BE INCLUDED.

CATERING SERVICE FOR KOSHER BREAKFAST: VENDOR TO SUPPLY KOSHER MEAL INCLUDING FRESH BAKED DANISH, WHOLE FRUIT, JUICE, COFFEE OR TEA. ALL CONDIMENTS TO BE INCLUDED.

CATERING SERVICE FOR LOW SODIUM BREAKFAST: VENDOR TO SUPPLY LOW SODIUM MEAL INCLUDING EGGS, WHOLE FRUIT, ENGLISH MUFFIN, JUICE, COFFEE OR TEA. ALL CONDIMENTS TO BE INCLUDED.

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CATERING SERVICE FOR LUNCH, VENDOR TO SUPPLY COLD MEAL INCLUDING EITHER HAM, TURKEY, OR ROAST BEEF), CHEESE, BREAD OR ROLL, SODA, COFFEE, TEA AND ALL CONDIMENTS TO BE INCLUDED, ALL INCLUDE CHIPS OR COOKIES.

CATERING SERVICE FOR LUNCH: VENDOR TO SUPPLY COLD VEGETARIAN MEAL INCLUDING, VEGETARIAN SANDWICH, CHIPS OR COOKIES, SODA, WATER COFFEE, OR TEA. ALL CONDIMENTS TO BE INCLUDED.

CATERING SERVICE FOR LUNCH: VENDOR TO SUPPLY KOSHER LUNCH MEAL, INCLUDING KOSHER SANDWICH, CHIPS OR COOKIES, WITH SODA, WATER, COFFEE OR TEA. ALL CONDIMENTS TO BE INCLUDED.

CATERING SERVICE FOR LOW SODIUM LUNCH: VENDOR TO SUPPLY LOW SODIUM LUNCH INCLUDING GRILLED CHICKEN BREAST ON WHEAT BREAD, WHOLE FRUIT, WITH SODA, WATER, COFFEE OR TEA. ALL CONDIMENTS TO BE INCLUDED. ALL LUNCHES TO INCLUDE CHIPS OR COOKIES.
**BLANKET PURCHASE ORDER**

**STATE OF MARYLAND**

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CATERING SERVICE FOR DINNER, VENDOR TO SUPPLY HOT MEAL INCLUDING BAKED CHICKEN OR FISH, POTATO, VEGETABLE, BREAD, SODA, COFFEE, OR TEA AND ALL CONDIMENTS TO BE INCLUDED.

CATERING SERVICE FOR DINNER: VENDOR TO SUPPLY HOT VEGETARIAN MEAL INCLUDING, EGGPLANT PARMESAN OR SPAGHETTI. WATER, SODA, COFFEE, OR TEA. ALL CONDIMENTS TO BE INCLUDED WITH MEALS.

CATERING SERVICE FOR KOSHER DINNER: VENDOR TO SUPPLY KOSHER MEAL INCLUDING A PROTEIN, A VEGETABLE AND A STARCH - ALL WITH NO SALT. WATER, SODA, COFFEE OR TEA AND ALL CONDIMENTS TO BE INCLUDED WITH MEAL.

CATERING SERVICE FOR LOW SODIUM DINNER: VENDOR TO SUPPLY HOT LOW SODIUM DINNER INCLUDING, UNSEASONED CHICKEN, POTATO & VEGETABLE - ALL WITH NO SALT. SODA, COFFEE OR TEA AND ALL CONDIMENT TO BE INCLUDED WITH MEAL.

END OF ITEM LIST

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