**BLANKET PURCHASE ORDER**

**STATE OF MARYLAND**

BPO NO: 001B1600229  PRINT DATE: 03/24/21  PAGE: 01

**SHIP TO:**

AS SPECIFIED ON INDIVIDUAL ORDERS

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<thead>
<tr>
<th>VENDOR ID:</th>
<th>REFER QUESTIONS TO:</th>
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<tbody>
<tr>
<td>FOODPRO CORPORATION</td>
<td>KIMBERLY HACKETT</td>
</tr>
<tr>
<td>321 EAST 5TH ST PO BOX 698</td>
<td>(410) 767-0788</td>
</tr>
<tr>
<td>FREDERICK, MD</td>
<td><a href="mailto:KIMBERLY.HACKETT@MARYLAND.GOV">KIMBERLY.HACKETT@MARYLAND.GOV</a></td>
</tr>
<tr>
<td>21705-0698</td>
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<tr>
<td>(301) 663-3171</td>
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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.

```
* STATEWIDE CONTRACT *
| FOR *
| FROZEN BREAKFAST AND VEGETABLE ITEMS *
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THIS IS THE FINAL RENEWAL OPTION.

CONTRACT TERM: MARCH 1, 2021, THROUGH FEBRUARY 28, 2022, WITH THE SAME TERMS, CONDITIONS, AND PRICE.

THERE ARE NO REMAINING RENEWAL OPTIONS AGAINST CONTRACT 001B7400315.

THIS IS A STATEWIDE CONTRACT AND MAY BE USED BY ALL STATE AGENCIES, COUNTIES, MUNICIPALITIES, AND OTHER ELIGIBLE ENTITIES.

QUOTED PRICES ARE TO BE NET THIRTY (30) DAYS F.O.B. TO ANY POINT WITHIN THE STATE OF MARYLAND, AND INCLUDE FREIGHT/SUBSHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

MARYLAND LAW PREVAILS:

*** CONTINUED, NEXT PAGE ***
THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

VENDOR NAME: FOODPRO CORPORATION

VENDOR CONTACT: GRAYSON RAMSBURG

TELEPHONE: 301-663-3171 EXT. 237

VENDOR EMAIL ADDRESS: GRAMSBURG@FOODPROCORP.COM

SCOPE OF CONTRACT:

REQUIREMENTS CONTRACT FOR SUPPLYING THE STATE OF MARYLAND AND USING AUTHORITIES WITH THEIR NEEDS FOR FROZEN VEGETABLE AND BREAKFAST ITEMS.

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

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE USING AGENCY.

ANY PRODUCT DELIVERED AS A RESULT OF THIS AWARD, WHICH DOES NOT MEET SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE VENDOR'S EXPENSE FOR REPLACEMENT OR CREDIT.

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.

*** CONTINUED, NEXT PAGE ***
VENDORS MUST MAKE ALL ATTEMPTS TO SUPPLY FOOD PER FEDERAL REGULATIONS THAT REQUIRE FOODS TO BE OF DOMESTIC ORIGIN TO THE MAXIMUM EXTENT POSSIBLE.

PRICE ESCALATION:

FOR EACH OPTION YEAR, THE CONTRACTOR MAY REQUEST AN INCREASE OF THE PRICES THEN PREVAILING. THE REQUEST FOR A PRICE INCREASE MUST BE SUBMITTED WITHIN EIGHT (8) WEEKS OF THE ANNIVERSARY DATE OF THE CONTRACT.

THE PRICE INCREASE WILL BE BASED ON THE U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS (BLS) PRODUCER PRICE INDEX (PPI) FOR PROCESSED FOODS, FROZEN SPECIALTIES, FROZEN BREAKFAST ITEMS, NUMBER WPU02501, NOT SEASONALLY ADJUSTED; AND FOR PROCESSED FOODS AND FEEDS, FROZEN VEGETABLES, NUMBER WPU 0245, NOT SEASONALLY ADJUSTED; FOUND AT WWW.BLS.GOV/ PPI/.COM.

THE INCREASE WILL BE BASED ON THE MOST RECENT SIX-MONTH STATISTICS AVAILABLE ON THE BLS WEBSITE AT THE TIME OF THE REQUEST BUT SHALL NOT EXCEED THREE PERCENT (3%) FOR EACH SIX (6) MONTH PERIOD.

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. 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.

THE PRICE ADJUSTMENTS FOR THE RENEWALS SHALL BE NEGOTIATED AND

*** CONTINUED, NEXT PAGE ***
TERMS (cont'd):

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. UPON RENEWAL, THE EXISTING 
CONTRACT TERMS AND CONDITIONS WILL APPLY.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) 
MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT 
SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT 
REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME 
PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT 
TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE 
END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY 
REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO 
PROVIDE THE REPORT WITHIN THE MINIMUM REQUIRED INFORMATION MAY ALSO 
NEGATE ANY CONTRACT EXTENSION CLAUSES.

REPORT SHOULD BE MAILED TO THE FOLLOWING TO: 
DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV

SECURE FACILITIES:
SECURITY CONCERNS VARY STATEWIDE, BUT ARE ESPECIALLY IMPORTANT AT 
CORRECTIONAL FACILITIES AND CERTAIN OTHER FACILITIES. CONTRACTORS' 
AND SUBCONTRACTORS' EMPLOYEES MUST COMPLY WITH THE SECURITY 
REQUIREMENTS AT EACH FACILITY. AUTHORIZED USERS ARE RESPONSIBLE FOR 
ALERTING CONTRACTOR TO THESE REQUIREMENTS BEFORE OR WHILE PLACING 
THEIR FIRST ORDER.

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 STATERESERVES 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.

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DELIVERY SERVICE: DELIVERY MUST BE COMPLETED WITHIN FIFTEEN (15) WORKING DAYS AFTER RECEIPT FROM USING AUTHORITY.

MINIMUM ORDER ACCEPTABLE FOR CONTRACT PRICING IS $300.00; LESSER AMOUNTS WILL BE SHIPPED WITH FREIGHT CHARGES NOT TO EXCEED $40.00 OR ACTUAL SHIPPING COSTS, WHICHEVER IS LESS, PREPAID AND ADDED TO THE INVOICE AS A SEPARATE LINE ITEM. NO ORDER ABOVE $200.00 MAY BE REFUSED BY THE AWARDED VENDOR FROM ANY STATE OF MARYLAND FACILITY. VENDOR WILL NOT BE REQUIRED TO DELIVER MORE FREQUENTLY THAN TWO (2) TIMES PER MONTH FOR ORDERS EXCEEDING $200.00, OR MORE FREQUENTLY THAN ONE (1) TIME PER MONTH FOR ORDERS THAT ARE LESS THAN $200.00.

IF AWARDED VENDOR HOLDS OTHER STATE OF MARYLAND CONTRACTS FOR FROZEN PRODUCTS, FACILITIES MAY COMBINE ORDERS FROM MULTIPLE CONTRACTS TO MEET THE MINIMUM PURCHASE FOR SHIPPING AND/OR CONTRACT PRICING.

STATE FACILITIES MUST MAKE EVERY EFFORT TO COMPLY WITH VENDOR'S NORMAL DELIVERY SCHEDULE AND MEET MINIMUM ORDER REQUIREMENTS WHEN POSSIBLE.

THIS CONTRACT DOES NOT OBLIGATE THE VENDEE TO PURCHASE ANY MINIMUM QUANTITIES OR DOLLAR VALUE DURING THE CONTRACT PERIOD, OTHER THAN TO COMPLY WITH THE "MINIMUM ORDER QUANTITIES FOR F.O.B. DELIVERED" FOR THE PRICES QUOTED.

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:

(1) 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:
(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

*** CONTINUED, NEXT PAGE ***
(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.
C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER

*** CONTINUED, NEXT PAGE ***
OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE 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.

INVOICES: FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES, THE VENDOR 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.

RECALL NOTIFICATION: THE CONTRACTOR SHALL PROVIDE RECALL NOTIFICATION, REGARDLESS OF LEVEL, IN WRITING, TO THE STATE AND EACH INSTITUTION THROUGH THE MOST EXPEDIENT METHOD POSSIBLE. THE NOTICES, AT A MINIMUM, SHALL INCLUDE A COMPLETE PRODUCT DESCRIPTION AND/OR IDENTIFICATION, CONTRACT NUMBER, DELIVERY ORDER NUMBER AND DISPOSITION INSTRUCTIONS. THE CONTRACTOR SHALL ISSUE REPLACEMENT OF PRODUCT OR CREDIT FOR ANY PRODUCT REMOVED OR RECALLED. EACH FACILITY SHALL HAVE THE OPTION OF ACCEPTING EITHER REPLACEMENT PRODUCT OR CREDIT IN EXCHANGE FOR RECALLED/REMOVED PRODUCTS.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER $25,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # MDDGS31029126/001IT820414 INCORPORATED HEREIN BY REFERENCE.
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**BISCUITS, BAKED, TRANS FAT FREE, FROZEN 180/1.4 OZ/CS**

**BREAD STICKS, FRENCH, PARBAKED, 120/1.5 OZ/CS**

**BREAD STICKS, WHOLE GRAIN, PAN BAKED, BROWN AND SERVE, 6 INCH 168/1.27OZ**

**BRAND: T. MARZETTI / ITEM#: 15021**

**EGGS, HARD COOKED**

**CROISSANTS**

**FROZEN CROISSANTS**

**BRAND/CODE: SARA LEE #8403**

**48 2OZ/CASE**

**EGG LIQUID NO CHL NFAT OPTL**

**LIQUID EGG, NO CHOLESTEROL, NON-FAT (OPTIONAL)**

**BRAND/CODE: DEB EL EGGS CHOLESTEROL FREE FP#52260**

**12/2LB**

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**BLANKET PURCHASE ORDER**

**STATE OF MARYLAND**

BPO NO: 001B1600229  PRINT DATE: 03/24/21  PAGE: 11

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<th>U/M</th>
<th>UNIT COST</th>
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<tr>
<td>0021</td>
<td>38556-600150</td>
<td>CS</td>
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PANCAKES, WHOLE GRAIN, 144/CS

MAPLE FLAVORED EGGO MINI PANCAKES (8/PACK) IW, WG, CN
72/2.64OZ
BRAND: KELLOGG'S / ITEM#: 3800092562

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<th>UNIT COST</th>
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MILK SOYBEAN

SMART ORIGINAL ORGANIC SOY MILK
24/8OZ
BRAND: KIKKOMAN / ITEM#: 06183

END OF ITEM LIST

******* LAST PAGE *******

AUTHORIZED BY: ___________________________ DATE: ______________

BUYER AUTHORIZED DESIGNEE