

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B1600347

**PRINT DATE:** 05/05/23

**PAGE:** 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

### VENDOR ID:

FOODPRO CORPORATION  
321 EAST 5TH ST PO BOX 698

FREDERICK, MD  
(301 )663-3171

21705-0698

### REFER QUESTIONS TO:

KIMBERLY HACKETT  
(410 )767-0788  
KIMBERLY.HACKETT@MARYLAND.GOV

### ITB:

**EXPR DATE:** 07/31/23  
**POST DATE:** 03/30/21

**DISCOUNT TERMS:** .  
**CONTRACT AMOUNT:**

NET 30 DAY  
.00

### 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  
VEGETARIAN FOODS

\*\*\*\*\*

OPTION FINAL TERM: APRIL 01, 2021 THROUGH AUGUST 31, 2022, UNDER  
THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS,  
AND PRICE.

THERE ARE NO REMAINING RENEWAL OPTIONS AGAINST CONTRACT 001B7400366.

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

MARYLAND LAW PREVAILS:

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

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

VENDOR NAME: FOODPRO CORPORATION

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### TERMS (cont'd):

VENDOR CONTACT: NADINE HENARD/GRAYSON RAMSBURG (CUSTOMER SERVICE)

TELEPHONE: 301-663-3171 EXT. 210(NADINE), EXT. 237 (GRAYSON)

VENDOR EMAIL ADDRESS: NHENARD@FOODPROCORP.COM  
GRAMSBURG@FOODPROCORP.COM

### SCOPE OF CONTRACT:

CONTRACT FOR SUPPLYING THE STATE OF MARYLAND AND USING AUTHORITIES WITH THEIR NEEDS FOR VEGETARIAN FOODS.

### CONTRACT REQUIREMENTS:

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

QUANTITIES SHOWN ARE FOR A ONE (1) YEAR PERIOD AND ARE APPROXIMATE. THEY ARE NOT TO BE CONSTRUED AS MINIMUM OR MAXIMUM. THIS CONTRACT DOES NOT OBLIGATE THE STATE TO PURCHASE ANY MINIMUM QUANTITY OR DOLLAR VALUE DURING THE CONTRACT PERIOD.

THE CONTRACTOR WILL NOT BE ENTITLED TO ANY CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION. THE CONTRACTOR WILL BE PAID FOR ALL ITEMS AND QUANTITIES ORDERED OR DELIVERED UNDER THE CONTRACT AT THE CONTRACT PRICE, REGARDLESS OF ITEMS OR QUANTITIES PREVIOUSLY ORDERED OR DELIVERED.

GOODS ARE TO BE FIRST QUALITY MERCHANDISE; NO SECONDS OR IRREGULARS WILL BE ACCEPTED.

SUBSTITUTION MAY NOT BE MADE WITHOUT PRIOR CONSENT OF THE ORDERING AGENCY.

### 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.

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### TERMS (cont'd):

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.

### PRICE ESCALATION:

NO PRICE INCREASES/DECREASES WILL BE AUTHORIZED FOR SIX (6) MONTHS AFTER THE EFFECTIVE DATE OF THE CONTRACT. UPON WRITTEN REQUEST TO THE PROCUREMENT OFFICER, PRICE ESCALATIONS WILL BE CONSIDERED ONLY AT THE END OF THIS PERIOD AND AFTER EACH SIX (6) MONTH INTERVAL THEREAFTER AND ONLY WHERE VERIFIED TO THE SATISFACTION OF THE PROCUREMENT OFFICER. HOWEVER, "ACROSS THE BOARD" PRICE DECREASES ARE SUBJECT TO IMPLEMENTATION AT ANY TIME AND SHALL BE IMMEDIATELY CONVEYED TO THE PROCUREMENT OFFICER.

THE REQUEST MUST BE RECEIVED AT LEAST THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE AND SHALL BECOME EFFECTIVE ON THE FIRST (1ST) DAY OF THE MONTH, UPON APPROVAL BY THE PROCUREMENT OFFICER.

THE PRICE INCREASE ON ALL SOY PRODUCTS WILL BE BASED ON THE U.S. DEPARMTN OF LABOR, BUREAU OF LABOR STATISTICS (BLS) PRODUCER PRICE INDEX (PPI) FOR SOYBEANS, WPU01830131, NOT SEASONALLY ADJUSTED FOUND AT WWW.BLS.GOV/PPI/. PRICE INCREASES ON ALL OTHER PRODUCTS WILL BE BASED ON THE PPI FOR FROZEN SPECIALTY FOODS, WPU0285, NOT SEASONALLY ADJUSTED. 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.

THE PURCHASING OFFICE WILL NOTIFY THE CONTRACTOR IN WRITING OF THE EFFECTIVE DATE OF ANY INCREASE WHICH IT APPROVES. HOWEVER, THE CONTRACTOR SHALL FILL ALL PURCHASE ORDERS RECEIVED PRIOR TO THE EFFECTIVE DATE OF THE PRICE ADJUSTMENT AT THE OLD CONTRACT PRICES.

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

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### 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.

### DELIVERY AND ACCEPTANCE:

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

MINIMUM ORDER ACCEPTABLE FOR CONTRACT PRICING IS \$200.00, AMOUNTS LESS 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 \$100.00 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 OR ORDERS EXCEEDING \$200.00, OR MORE FREQUENTLY THAN ONE (1) TIME PER MONTH ON ORDERS OF 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.

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

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### TERMS (cont'd):

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:

(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

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### TERMS (cont'd):

THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE 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 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.

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.

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

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### **TERMS (cont'd):**

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 # MDDGS31029913/001IT820485 INCORPORATED HEREIN BY REFERENCE.

#### 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.

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0002	37515	EA	33.7000		
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BREAD, ROLLS, ETC.  
INDIVIDUAL WRAPPED MUFFIN, GOURMET CHOCOLATE CHIP, 96/20Z  
BRAND: SMART CHOICE (CODE: 02670)

0003	37515	EA	26.8800		
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BREAD, ROLLS, ETC.  
INDIVIDUAL WRAPPED MUFFIN, GOURMET BANANA, 72/CASE  
BRAND: SMART CHOICE (CODE: 20675)

0004	37515	EA	28.2800		
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BREAD, ROLLS, ETC.  
INDIVIDUAL WRAPPED MUFFIN, SMART CHOICE BLUEBERRY, 48/CASE  
(CODE: 24661)

0005	37515	EA	28.2800		
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BREAD, ROLLS, ETC.  
INDIVIDUAL WRAPPED MUFFIN, SMART CHOICE APPLE, 48/CASE  
(CODE: 24666)

0006	37515	EA	28.2800		
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BREAD, ROLLS, ETC.  
INDIVIDUAL WRAPPED MUFFIN, SMART CHOICE BANANA, 48/CASE  
(CODE: 24675)

0007	37515	EA	33.7000		
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BREAD, ROLLS, ETC.  
INDIVIDUAL WRAPPED MUFFIN, BLUEBERRY, WHOLE GRAIN, 96/CASE  
BRAND: SMART CHOICE (CODE: 02661)



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0008	39056-006007	CS	27.7500	
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MARGARINE CUPS, PSVR, 600 CT, KOSHER

BRAND: VENTURA PRIDE (CODE: 13687GNS)

PACK SIZE: 600/5GM

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0009	38547-450000	LB	36.5500	
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GRILLERS; FROZEN VEGETABLE PROTEIN PATTIES, PRE-COOKED, COMPLETELY MEAT  
LESS, 13 GR. PROTEIN MIN. PER PATTIE.

GRILLERS, VEG PROTEIN PATTIES

BRAND/CODE: MORNINGSTAR GRILLER #97325

48/2.25OZ

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0010	38547-0003XX	CS	39.4800	
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EGG ROLL, VEGETARIAN, 3 OZ SIZE, 50/CS

EGG ROLL, VEGETARIAN, 3OZ

BRAND/CODE: MINH, MFG# 69039, ITEM# 10803

72/3OZ

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0011	39399-1329XX	CS	38.0500	
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PEANUT BUTTER, INDIVIDUAL PACK, 200 1/2OZ

PEANUT BUTTER, INDIVIDUAL/TO-GO CUPS

BRAND/CODE: JIF, MFG#5150024170

96 CT/1.5OZ

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0013	38506-000003	CS	23.5400	
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MUFFIN, BLUEBERRY, 72/CASE.

BLUEBERRY MUFFIN WG IW

BRAND/CODE: MUFFINTOWN SMART CHOICE IW #42661

72/1.8OZ

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0014	38506-001058	CS	33.7000	
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MUFFIN CHOC CHIP 96 COUNT

CHOCOLATE CHIP MUFFIN, WG, IW

BRAND/CODE: MUFFINTOWN SMART CHOICE IW #02673

96/20Z

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0015	39399-BANMUF	CS	23.5400	
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BANANAS MUFFINS

BANANA MUFFIN, WHOLE GRAIN, INDIVIDUALLY WRAPPED

BRAND/CODE: MUFFINTOWN SMART CHOICE IW #42675

72/1.80Z

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0016	38547-000050	CS	61.1100	
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BURGER, BLACK BEAN

SPICY BLACK BEAN BURGER, MULTI-GRAIN

BRAND/CODE: MORNINGSTAR #49938

48/2.90Z

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0017	38547-000004	CS	70.8500	
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CHICKEN WHEAT, MEATLESS, TEXTURIZED WHEAT PROTEIN, 22 GRAM PROTEIN MINIMUM,  
4 OZ SERVINGS

BRAND/CODE: GARDEIN CHICK'N BREAST #742600016

50/3.84OZ

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0019	38547-0060SE	CS	65.9800	
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VEGETARIN SEAFOOD CAKES

BRAND/CODE: GARDEIN SEAFOOD CAKE CRABLESS #7426700175

8/1.375LB

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0020	27574-0924XX	CS	70.1100
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TUNA FISH, LIGHT MEAT, CHUNK PACK IN WATER, 6/66-1/2 OZ., FEDERAL SPEC PP-T-771B AND LATEST AMENDMENT, TYPE 1, FORM B PACKING MEDIA C, COLOR PACKER: \_\_\_\_\_

(ONE PACKER ONLY)

LABEL BRAND: \_\_\_\_\_

(ONE BRAND ONLY)

ORIGIN OF PACK: \_\_\_\_\_

TYPE OF FISH USED IN THE PACK YOU WILL FURNISH: \_\_\_\_\_

DOES YOUR PRODUCT MEET MINIMUM PRESSED WEIGHT OF 37.9 OZ. PER CAN?

YES \_\_\_\_\_ NO \_\_\_\_\_

ENTIRE LOT MUST BE SAME PACKER AND LABEL BRAND

WITH CERTIFICATE \_\_\_\_\_ PRICE \_\_\_\_\_

NOTE: AWARD WILL BE MADE FOR SOLID OR CHUNK PACK BASIS OF COST PER OUNCE IN ACCORDANCE WITH STATE PRESSED WEIGHT.

NOTE: ATTACHED BID CONDITIONS AND INSTRUCTIONS APPLY.

UNLOADING REQUIREMENTS: SHIPMENTS THAT ARE NOT PALLETIZED SHALL BE THE RESPONSIBILITY OF THE DELIVERING CARRIER TO UNLOAD TRUCK. CASES PLACED ON OUR PALLETS WILL BE REMOVED FROM TRUCK BY STATE PERSONNEL. SEE INSTRUCTIONS FOR PALLETIZED SHIPMENTS.

DELIVERY SCHEDULE: IMMEDIATE SHIPMENT AFTER RECEIPT OF ORDER OR COMPLETE SHIPMENT BY THE CLOSE OF BUSINESS \_\_\_\_\_

LIQUIDATED DAMAGES: FOR EACH CALENDAR DAY AFTER THE DELIVERY DATE AS SPECIFIED IN THE PURCHASE ORDER THE SUCCESSFUL BIDDER WILL BE ASSESSED \$50.00 PER DAY AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. PARTIAL SHIPMENT TO PREVENT A OUT OF STOCK CONDITION WILL BE ACCEPTED AND PRECLUDE ASSESSMENT OF LIQUIDATED DAMAGES.

EACH SHIPPING CONTAINER OR PACKAGE SHALL BE LEGIBLY MARKED ON BOTH END IN MINIMUM 1/2" HIGH CHARACTERS WITH THE DESCRIPTION AND THE QUANTITY THE MATERIAL CONTAINED THEREIN. A PACKING SLIP MUST ACCOMPANY EACH SHIPMENT AND THE CONTAINER OR PACKAGE CONTAINING THE SLIP MUST BE SO IDENTIFIED. SHIPMENT WILL BE REFUSED IF SHIPPING CONTAINERS DO NOT CONTAIN THIS INFORMATION. IF PALLETIZED, ONLY 40 X 48 - 4 WAY PALLETS ON EXCHANGE BASIS MAY BE USED.

QUANTITY ADJUSTMENT: BIDDER MAY ADJUST QUANTITY TO COINCIDE WITH THEIR FULL LOAD QUANTITY REQUIREMENTS. INDICATE THE REVISED QUANTITY IF ANY CHANGE IS MADE. INDICATE THE PRICE FOR THE ORIGINAL QUANTITY OR THE PRICE FOR YOUR QUANTITY REVISION, DO NOT BID TWO PRICES.

NOTE: CONTACT STATE WAREHOUSE 24 HOUR PRIOR TO DELIVERY.

PHONE (301) 799-7177

TUNA FISH LIGHT MEAT CHUNK

BRAND: WORLD HORIZON SKIP-JACK (CODE: 29502WH)

6/66.50Z

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0021	39381-630358	CS	18.3300	
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PSVR SUGAR, PC, 2000 CT, KOSHER

BRAND/CODE: DOMINO, KOSHER #401759  
2000 COUNT

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0025	39348-480408	CS	42.1600	
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HORSERADISH SAUCE

PURE HORSERADISH, 1QT

BRAND/CODE: TURKOFF TIGER, KOSHER #052001S  
6/32OZ

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0029	38547-230020	CS	91.1900	
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MEATLESS CHICKEN; PRE-COOKED, VEGETABLE PROTEIN PRODUCT. COMPLETELY  
MEATLESS.

BRAND/CODE: HERITAGE HEALTH FOODS/MEATLESS CHICKEN ROLL  
4-4LB, ITEM# WF3301

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0030	38547-230021	CS	65.1500	
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MEATLESS CHIK'N NUGGETS PRECOOKED AND FROZEN. BULK PACK APPROX. 220  
NUGGETS PER CASE. PACKED 10 LBS. PER CASE.

BRAND/CODE: GARDEIN, ITEM# 7426700072, 160 -1OZ

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0031	38547-160070	CS	91.1900	
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BOLONO ROLL, MEATLESS TVP, PRE-COOKED, 7G. PROTEIN MIN./SERVING.  
MEATLESS BOLOGNA ROLL, PRE-COOKED, 7G OF PROTEIN PER SERVING

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HERITAGE HEALTH FOODS/MEATLESS VEGAN SALAMI, ITEM# WF3314, 4-4LB

0032	38547-170045	CS	63.1500	
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BREAKFAST LINKS; PRE-COOKED, COMPLETELY MEATLESS, FROZEN, 8 GR. PROTEI  
MIN. PER SERVING (2 LINKS).

BRAND/CODE: MORNINGSTAR, ITEM# 2898997120  
168-.75OZ

0034	39399-000451	LB	51.1500	
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VEGGIE BURGER

FROZEN, COMPLETELY MEATLESS, PRE-COOKED

BRAND/CODE: DR. PRAEGER'S CAULIFLOWER VEGAN VEGGIE BURGER, 9G OF  
PROTEIN PER SERVING, ITEM# VBCFIN4, 40 - 4OZ

0035	38547-270065	CS	53.7300	
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CRISPY PATTY, COMPLETELY MEATLESS, PRE-COOKED, FROZEN, 8 GRAMS PROTEIN  
PER PATTY, 71 GRAM WEIGHT. 48 PER CASE.

BRAND/CODE: KELLOGG'S/MORNINGSTAR VEGAN, 9G OF PROTEIN  
ITEM# 2898910202, 64 - 2.5OZ

0036	38547-184025	CS	49.5500	
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BURGER CRUMBLES, MEATLESS, 14G. PROTEIN MIN./2.5 OZ. SERVING.

BRAND/CODE: GARDEIN, ITEM# 7426700113, 1 - 10LB

0037	38547-300021	CS	65.3000	
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GARDENBURGER VEGGIE VEGAN PATTIES PACKED 48/3.2 OZ PATTIES PER CASE

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BRAND/CODE: KELLOGG'S/GARDENBURGER, ITEM# 8405900055, 48 - 3.4OZ

0038	38547-170060	CS	60.8900
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BREAKFAST PATTY, COMPLETELY MEATLESS, PRE-COOKED, FROZEN, 7.5 GRAMS  
PROTEIN PER PATTY, 38 GRAM WEIGHT. 96 PER CASE MINIMUM.  
BRAND/CODE: MORNINGSTAR, ITEM# 28989-97152; 112CT., 1.34 OZ MEATLESS  
BREAKFAST SAUSAGE PATTY

0039	38547-300020	CS	23.4500
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DELI FRANKS; PRE-COOKED, COMPLETELY MEATLESS, FROZEN, APPROX  
80 LINKS PER CASE. MIN. 45 GRAMS PER LINK  
CLASSIC MEATLESS VEGGIE DOGS  
BRAND/CODE: KELLOGG'S/MORNINGSTAR FARMS, 64 CT. 1.4OZ  
ITEM# 2898957796

0040	38547-001010	CS	51.0800
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MEATBALLS, VEGETARIAN, 1 OZ SIZE, 10 LB PER CASE  
VEGAN MEATLESS MEATBALLS  
BRAND/CODE: GARDEIN, ITEM# 7426700071, 160 - 1OZ

0041	39343	EA	
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CRACKERS AND COOKIES  
VARIOUS COOKIES, CRACKERS AND SNACK PRODUCTS. REFER TO VENDOR  
SUBMITTED PRICING FOR PLACING ORDERS.

0042	39368-200750	CS	22.3500
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PEANUT BUTTER, INDIVIDUAL PACK, .75 OZ EACH, 200 PER CASE  
CREAMY PEANUT BUTTER POUCHES, 64/1.15OZ

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BRAND: HORMEL/SKIPPY  
MFG CODE: 86676

0043	39381-1708XX	CS	22.5100	
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JELLY, ASSORTED INDIVIDUAL, TWO HUNDRED TIMES ONE HALF OZ, USDA GRADE A FANCY.

ACCEPTABLE BRANDS, KRAFT, HUNTS, HEINZ AND SUN AID.

BRAND, CODE \_\_\_\_\_ CASE, PACK \_\_\_\_\_

ASSORTED JELLY CUPS, 200/10GM

-GRAPE JELLY, STRAWBERRY JAM, AND MIXED FRUIT

BRAND: DIAMOND CRYSTAL/UNIPRO

MFG CODE: 85414

0044	39381-630357	CS	18.3300	
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SUGAR, REFINED, WHITE (BEET OR CANE) GRANULATED, TYPE I (A), INDIVIDUAL PACKET, 1/7 OZ. - 2000 PKTS/CASE

KOSHER SUGAR PACKETS, 2000 CT.

BRAND: DOMINO

MFG CODE: 401759

0045	39381-1711XA	CS	17.1000	
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ITALIAN DRESSING, TWO HUNDRED TIMES ONE HALF OZ, FOURTEEN GM

ACCEPTABLE BRANDS KRAFT, HUNTS, HEINZ, PPI AND SUN AID.

BRAND, CODE \_\_\_\_\_ CASE, PACK \_\_\_\_\_

ITALIAN DRESSING PACKETS, KOSHER/FAT FREE/ZERO TRANS-FAT, 200/12GM

BRAND: DIAMOND CRYSTAL/FLAVOR FRESH

MFG CODE: 73037

0046	39348-050003	CS	27.6200	
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SALAD DRESSING, RANCH PKTS

BUTTERMILK RANCH DRESSING, KOSHER/FF/ZTF, 200/12GM

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BRAND: HEINZ/PORTION PAC  
MFG CODE: 6037000127

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0047	39348-480408	CS	32.0100
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HORSERADISH SAUCE

PREPARED EXTRA HOT HORSERADISH, KOSHER/FF/ZTF, 6/32OZ  
BRAND: TULKOFF  
MFG CODE: 009

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0048	38547-000050	CS	62.8900
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BURGER, BLACK BEAN

BLACK BEAN BURGERS, KOSHER/VEGAN/GLUTEN FREE, 48/3.4OZ, 10.2LB  
BRAND: CONAGRA FOODS/GARDEIN  
MFG CODE: 7426700116

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0049	38547-000050	CS	78.1200
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BURGER, BLACK BEAN

BLACK BEAN BURGERS, KOSHER/VEGAN, 48/4.2OZ, 12.6LB  
BRAND: CONAGRA FOODS/GARDEIN  
MFG CODE: 7426700117

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0050	39399-000451	LB	75.0100
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VEGGIE BURGER

GARDEN MALIBU VEGGIE BURGERS, KOSHER/VEGAN/70% ORGANIC,  
48/3.2OZ, 9.6LB  
BRAND: KELLOGG'S/MORNINGSIDE FARMS  
MFG CODE: 8405971122



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0051	39049-125025-A	LB	49.7000	
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BEEF STRIPS FOR STIR FRY, RAW, 10 LBS/CS

BEEFLESS BE'F STRIPS, KOSHER/VEGAN, 10LB

BRAND: CONAGRA FOODS/GARDEIN

MFG CODE: 7426700020

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0052	39049-01RICA	LB	61.1900	
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CHICKEN NUGGETS

CHICK'N NUGGETS, BREADED, CN/KOSHER/VEGAN, 200/.8OZ, 10LB

BRAND: KELLOGG'S/MORNINGSTAR FARMS

MFG CODE: 2898997762

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0053	39049-04RICA	CS	32.7400	
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CHICKEN TENDERS, PLAIN

SEVEN GRAIN CRISPY CHICK'N TENDERS, VEGAN, 8/9OZ/4.5LB

BRAND: CONAGRA FOODS/GARDEIN

MFG CODE: 4223400052

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0054	39049-08RICA	CS	49.7000	
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CHICKEN PARTS, BREADED

CHICK'N STRIPS, KOSHER/VEGAN, 10LB

BRAND: CONAGRA FOODS/GARDEIN

MFG CODE: 7426700010

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0055	39363-125450	LB	32.7400	
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CHICKEN TENDERS FLAVORED

TERIYAKI CHICK'N STRIPS WITH SAUCE PACKET, KOSHER/VEGAN,

8/10.5OZ, 5.25LB

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BRAND: CONAGRA FOODS/GARDEIN  
MFG CODE: 4223400099

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0056	39049-125185	CS	60.7400	
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CHICKEN TENDERS, BREADED, ALL WHITE MEAT, READY TO COOK, BULK PACKED 20 LB/CS

ULTIMATE BREADED CHICK'N TENDERS, VEGAN, 10LB  
BRAND: CONAGRA FOODS/GARDEIN  
MFG CODE: 7426700236

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0057	39399-020800	LB	61.1400	
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FISH BREADED SQUARES FROZ

FISHLESS F'SH FILET, 47/3.4OZ, 10LB  
BRAND: CONAGRA FOODS/GARDEIN  
MFG CODE: 7426700111

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0058	38547-002051	CS	135.7400	
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SAUSAGE, MEATLESS PATTIES, 10.5 LB/CS

ORGANIC BREAKFAST SAUS'AGE, KOSHER/VEGAN/ORGANIC, 226/1.34OZ, 19.8LB  
BRAND: CONAGRA FOODS/GARDEIN  
MFG CODE: 7426700155

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0059	38547-000000	CS	91.1900	
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TURKEY ROLL, VEGETARIAN, 4/4 LB/CS.

MEATLESS OVEN ROASTED TURKEY ROLL, KOSHER/VEGAN, 4/4LB  
BRAND: HERITAGE HEALTH FOODS  
MFG CODE: WF3312

MEATLESS LIGHTLY SEASONED HAM ROLL, KOSHER/VEGAN, 4/4LB  
BRAND: HERITAGE HEALTH FOODS  
MFG CODE: WF3318

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MEATLESS DELI CORNED BEEF ROLL, KOSHER/VEGAN, 4/4LB  
BRAND: HERITAGE HEALTH FOODS  
MFG CODE: WF3306

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0060	38547-000050	CS	47.5000	
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BURGER, BLACK BEAN

BLACK BEAN BURGER, KOSHER/VEGETARIAN/CN-RATED, 48/3.3OZ, 10LB  
BRAND: DR. PRAEGER'S PURELY SENSIBLE FOODS  
MFG CODE: SVB-SWIN33-CN

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END OF ITEM LIST

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**AUTHORIZED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE