SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
GERMAIN HOLDINGS LLC OVERLEA CATERERS
3501 7TH STREET
BROOKLYN, MD  21225
(410) 668-6065

REFER QUESTIONS TO:
KIMBERLY HACKETT
(410) 767-0788
KIMBERLY.HACKETT@MARYLAND.GOV

ITB: 001IT820526  EXPR DATE: 04/30/20  POST DATE: 04/26/17  DISCOUNT TERMS: .00
CONTRACT AMOUNT: NET 30 DAY

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
THE SUPPLY AND DELIVERY OF BOXED LUNCHES

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

CONTRACT TERMS: THIS IS A THREE (3) YEAR CONTRACT.
THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS WITH THE SAME TERMS AND CONDITIONS.

CONTRACT PERIOD: MAY 1, 2017 - APRIL 30, 2020
OPTION YEAR 1: MAY 1, 2020 - APRIL 30, 2021
OPTION YEAR 2: MAY 1, 2021 - APRIL 30, 2022

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.

MARYLAND LAW PREVAILS:

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

VENDOR NAME: GERMAIN HOLDINGS, LLC/OVERLEA CATERERS

VENDOR CONTACT: BRYAN CRITTENDEN

TELEPHONE: 410-668-6065

VENDOR EMAIL ADDRESS: BCRITTENDEN@OVERLEAFRESH.COM

SCOPE OF CONTRACT:

CONTRACT FOR THE SUPPLY AND DELIVERY OF BOXED LUNCHES—READY-TO-EAT LUNCH MEALS.

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.

THE STATE MAY REQUEST CHANGES TO THE TYPES OF BOX LUNCHES PERIODICALLY THROUGHOUT THE CONTRACT PERIOD AND SHALL INFORM THE CONTRACTOR OF ANY ADJUSTMENTS IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THE IMPLEMENTATION OF ADJUSTMENT.

AGENCIES MAY ORDER BOX LUNCHES ON A WEEKLY OR MONTHLY BASIS FOR EACH FACILITY FOR EACH TYPE OF BOX LUNCH TO BE DELIVERED. THE AGENCIES CAN INCREASE OR DECREASE THE NUMBER OF BOX LUNCHES ORDERED OR CANCEL DELIVERIES ON A TWENTY-FOUR (24) HOUR NOTICE TO THE CONTRACTOR.

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.

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 AND FEEDS, 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 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
TERMS (cont'd):

Provide the report within the minimum required information may also negate any contract extension clauses.

Report should be mailed to the following two (2) addresses: Kimberley.Hackett@Maryland.gov, and Lisa.Mcdonald@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.

**In addition, please see security requirements in section C - specifications, as outlined in the invitation for bids.**

Delivery Requirements:
- Box lunches must be delivered in accordance with the department issued purchase order.
- The contractor must provide a delivery slip with the date and the number of box lunches delivered. The authorized agency's representative must sign the delivery slip and verify the condition of the box lunches received.
- Box lunches must be delivered in closed-topped, sanitary vehicles.
- Box lunches must be delivered in clean, sanitary transporting containers that maintain the proper temperatures of food and are food-grade containers approved by the local or state health departments.
- When an emergency prevents the contractor from delivering meals, the contractor must notify the requesting agency immediately the reasons for the need for substitution within four (4) hours of an emergency.
- The department reserves the right to inspect and determine the quality of food delivered. The department may reject and not pay for any box lunches or components of box lunches that are unwholesome, judged as poor quality, damaged, incomplete either due to inadequate portion sizes or missing number of components, or delivered in unsanitary conditions such as incorrect temperatures.
- The department will obtain meals from other sources if box lunches are rejected or if an insufficient number of box lunches are delivered. The department will contact the contractor immediately regarding the reasons for rejected box lunches or if an inadequate number of box lunches delivered. If the contractor cannot replace box lunches in time for box lunches distribution,

*** continued, next page ***
THEN THE DEPARTMENT CAN OBTAIN BOX LUNCHES FROM THE SECOND
AWARDED CONTRACTOR AND DEDUCT THE ACTUAL COST OF SUCH BOX
LUNCHES FROM THE INVOICE OF THE CONTRACTOR. THE CONTRACTOR IS
RESPONSIBLE FOR THE COST OF REPLACEMENT BOX LUNCHES.

PACKAGING:
- COLD BOX LUNCH UNIT OR UNNEECESSARY TO HEAT- CONTAINER AND OVERLAY
  TO BE PLASTIC OR PAPER AND NON-TOXIC.
- COLD BOX LUNCHES MUST BE IN WHITE OR BROWN PAPER BAGS OR IN BOXES
  WITH ENOUGH STRENGTH TO HOLD MEALS WITHOUT TEARING AND RIPPING.
- CARTONS- EACH CARTON SHALL BE LABELED TO MEET STATE OR LOCAL
  REQUIREMENTS. LABEL SHOULD INCLUDE: PROCESSOR'S NAME, ADDRESS,
  AND ZIP CODE (PLANT); FOOD ITEMS AND MEAL TYPE; DATE OF
  PRODUCTION; QUANTITY OF INDIVIDUAL UNITS PER CARTON.
- ALL REFRIGERATED FOOD SHALL BE DELIVERED AT AN INTERNAL
  TEMPERATURE OF 40 DEGREES FARENHEIT OR BELOW.
- ALL FROZEN FOOD SHALL BE DELIVERED AT ZERO DEGREES FARENHEIT OR
  BELOW. FROZEN PRODUCTS SHOULD SHOW NO EVIDENCE OF THAWING AND RE-
  FREEZING, FREEZER BURN, OR ANY OFF COLOR OR ODORS.
- THE CONTRACTOR SHALL ENSURE THAT A "USE BY DATE" IS PRINTED ON
  EACH BOX LUNCH.

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:

(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

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

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
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

*** CONTINUED, NEXT PAGE ***
VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO THE PROGRAM MANAGER, LISA MCDONALD AT LISA.MCDONALD@MARYLAND.GOV, AND TO EBONY SALAKO AT AWAWU.SALAKO@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, WHICHERVER 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.

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 # MDDGS31031256/001IT820526 INCORPORATED HEREIN BY REFERENCE.
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<td>READY TO EAT LUNCH MEALS</td>
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<td>PEANUT BUTTER &amp; JELLY- TWO (2) SANDWICHES CONSISTING OF 4 SLICES OF WHOLE WHEAT BREAD (1 OUNCE EACH SLICE), 1 OUNCE OF PEANUT BUTTER, 1 OUNCE OF JELLY, A PACKAGE OF COOKIES OR BAKED GOODS, AND A SMALL 1.5 OUNCE BAG OF PRETZELS/CORN CHIPS OR EQUIVALENT</td>
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<td>SALAMI &amp; CHEESE - TWO (2) SANDWICHES CONSISTING OF 4 SLICES OF WHOLE WHEAT BREAD (1 OUNCE EACH SLICE), SLICED MEAT SHALL BE 1 OZ (NO PORK/PORK PRODUCTS), ONE-1/2OZ CHEESE PER SANDWICH, A PACKAGE OF COOKIES OR BAKED GOODS, A SMALL 1.5 Ounce BAG OF PRETZELS/CORN CHIPS OR EQUIVALENT, AND A PACKET OF CONDIMENT (MUSTARD/MAYO)</td>
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<td>CHICKEN BOLOGNA - TWO (2) SANDWICHES CONSISTING OF 4 SLICES OF WHOLE WHEAT BREAD (1 OUNCE EACH SLICE), SLICED MEAT SHALL BE 1.5 OZ (NO PORK/PORK PRODUCTS), A PACKAGE OF COOKIES OR BAKED GOODS, A SMALL 1.5 OUNCE BAG OF PRETZELS/CORN CHIPS OR EQUIVALENT, AND A PACKET OF CONDIMENT (MUSTARD/MAYO)</td>
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**BLANKET PURCHASE ORDER**

STATE OF MARYLAND

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**MRE'S MEAL, READY-TO-EAT**

READY TO EAT LUNCH MEALS
TURKEY SALAMI - TWO (2) SANDWICHES CONSISTING OF 4 SLICES OF WHOLE WHEAT BREAD (1 OUNCE EACH SLICE), SLICED MEAT SHALL BE 1.5 OZ (NO PORK/PORK PRODUCTS), A PACKAGE OF COOKIES OR BAKED GOODS, A SMALL 1.5 OUNCE BAG OF PRETZELS/CORN CHIPS OR EQUIVALENT, AND A PACKET OF CONDIMENT (MUSTARD/MAYO)

| 0006   | 39331-MEMA01   | CS  | 30.0600   |

**MRE'S MEAL, READY-TO-EAT**

READY TO EAT LUNCH MEALS
TURKEY & CHEESE- TWO (2) SANDWICHES CONSISTING OF 4 SLICES OF WHOLE WHEAT BREAD (1 OZ EACH SLICE), SLICED MEAT SHALL BE 1 OUNCE (NO PORK/PORK PRODUCTS), ONE 1/2OZ CHEESE PER SANDWICH, A PACKAGE OF COOKIES OR BAKED GOODS, A SMALL 1.5OZ BAG OF PRETZELS/CORN CHIPS OR EQUIVALENT, AND A PACKET OF CONDIMENT (MUSTARD/MAYO)

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**MRE'S MEAL, READY-TO-EAT**

READY TO EAT LUNCH MEALS
OVEN ROASTED TURKEY & CHEESE- TWO (2) SANDWICHES CONSISTING OF 4 SLICES OF WHOLE WHEAT BREAD (1 OZ EACH SLICE), SLICED MEAT SHALL BE 1 OUNCE (NO PORK/PORK PRODUCTS), ONE 1/2OZ CHEESE PER SANDWICH, A PACKAGE OF COOKIES OR BAKED GOODS, A SMALL 1.5OZ BAG OF PRETZELS/CORN CHIPS OR EQUIVALENT, AND A PACKET OF CONDIMENT (MUSTARD/MAYO)

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**LAST PAGE**