NOTICE OF CONTRACT AWARD

August 18, 2023

Culinary Ventures Maryland, LLC 625 Commerce Lane Upper Marlboro, MD 20774

Tel No.: 410.257.0124

Contact Name: John Baddour

Email: john.baddour@cvmaryland.com

Buyer: Michelle Tucker Telephone: 301.952.6560

Email: Michelle2.Tucker@pgcps.org

Technical Representative: Patrice Puertollano

Email: patrice.puertollano@pgcps.org

SUBJECT: IFB PUR019-23 Snacks and Beverages

Culinary Ventures Maryland, LLC has been selected as the Awardee to provide services in accordance with the above-referenced IFB PUR 019-23 Snack and Beverages. This contract sets forth the terms and conditions and is provided for your review and acceptance. Any changes or additions made by your company must first be accepted by Prince George's County Public Schools (PGCPS) before this contract is valid.

The intent of this contract is to provide the Board of Education of Prince George's County with an expedited means of procuring qualified goods and services. This contract is for the convenience of the Board and is considered by the Board to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular brand, in any groups, prices or discount ranges.

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES at this time. Authorization for mobilization or commencement of work is forbidden unless a Notice to Proceed (NTP) has been issued. If a NTP has not been issued, work shall not commence until Awardee is in receipt of a Purchase Order signed by the Purchasing Agent.

Failure to sign the contract award via ADOBE and return all required documents within the specified time of **five (5)** days, may rule your offer null and void and, therefore, award shall be made to the next lowest responsive bidder.

The Director of Purchasing and Supply Services will execute the NOA upon review and acceptance of required documents electronically.

ISUPPLIER REGISTRATION

All Awardees must be registered in iSupplier in order to conduct business with PGCPS. To access iSupplier, please utilize the following link: https://www.pgcps.org/offices/purchasing/isupplier

Awardees must provide their iSupplier Number at the time the Notice of Award is signed.

• If your company is not properly registered as an Awardee, PGCPS will not sign the contract. Further, failure to register in iSupplier within the time period specified, shall rule your offer null and void. PGCPS reserves the right to rescind the award notice issued in favor of your company and award the contract to the next lowest responsive bidder.

PERFORMANCE/PAYMENT BOND - N/A

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of \$0.00 made in favor of the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND, must be submitted to the Office of Purchasing and Supply Services in Room 20 with the returned signed NOTICE OF AWARD WITHIN TEN (10) DAYS.

INSURANCE

Certificate of Insurance, made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND,** must be submitted to the Office of Purchasing and Supply Services in Room 20 with the returned signed NOTICE OF AWARD WITHIN **FIVE (5) DAYS**. The Certificate should reference the bid number and project name as it appears on this contract document. It will be the responsibility of the Contractor to ensure that a **current** Certificate of Insurance in compliance with the current contract is on file with the Office of Purchasing and Supply Service during the entire period of the contract.

CONTRACT AWARD AMOUNT

Total Estimated Contract \$500,000.00

CONTRACT TERM

The term of the contract will be from August 21, 2023 through August 20, 2024.

OPTION TO RENEW CONTRACT

Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of the renewal shall not exceed <u>four (4) additional one (1) year periods</u>. Renewals shall not exceed available options under the current contract without prior approval from the Purchasing and Supply Services Director.

LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK

The successful Awardee accepts this contract with the understanding that should they fail to complete the work in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the solicitation.

AVAILABILITY OF FUNDS

This contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of goods and services as defined in the scope of work. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual BOARD appropriations. Approval of this contract award for funding by the Interagency Committee on Maryland Public School Construction, for the fiscal year(s) involved is required (if applicable).

FINGERPRINT CRIMINAL HISTORY BACKGROUND CHECKS, CHILD PROTECTIVE SERVICE CLEARANCES, AND SAFE SCHOOLS TRAINING REQUIREMENTS

- a. Pursuant to Administrative Procedure 4215 Criminal History Checks, Employee Self-Reporting of Arrests, Criminal Charges, CPS Investigations and Findings & Incarceration, any and all Awardees, which includes Independent Contractors, Subcontractors, Outsourced Agency Employees and Outsourced Temporary Staffing, who have uncontrolled access to students must complete a fingerprint criminal history background check, child protective service (CPS) clearance and required online Safe Schools training course(s).
- b. All fingerprint background checks and CPS clearances must be completed 15 business days prior to beginning work in and around PGCPS property or engaging in any authorized activities involving PGCPS students. The fingerprint background checks and CPS clearances must be completed through PGCPS at one of the authorized locations listed on the PGCPS website https://www.pgcps.org/offices/humanresources/fingerprinting No person may begin working in PGCPS until fingerprint background check results are received.
- c. Required online Safe Schools training course(s) must be completed before providing contractual services in PGCPS schools and can be accessed through the PGCPS website Required Training for Contractors (pgcps.org).

- d. Safety Management System (reserved).
- e. Pursuant to Md. Education Code Ann. §6-113.2 (Code), an Awardee of a Board of Education contract who provides a service to a school or to the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. The Awardee shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPS upon request.
- f. Prior to initiating any work at a school building, current and future employees of Awardee must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- g. Prior to initiating any work at a school building, the Awardee agrees to provide the designated PGCPS representative and the PGCPS Purchasing Department with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. It is the responsibility of the Awardee to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified.

All correspondence should include the following information as applicable:

- i. title of the project
- ii. school/office
- iii. solicitation number
- iv. contract number; and
- v. PGCPS representative/project manager

RESTRICTIONS ON EMPLOYEE ASSIGNMENTS

Awardees are prohibited from assigning the following persons from working at a PGCPS location:

- a. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- b. Individuals convicted of a crime involving third- or fourth-degree sexual offence under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)
- c. Individuals identified as an alleged abuse or neglect or following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

PERSONALLY IDENTIFIABLE INFORMATION (PII)

Personally Identifiable Information includes any information that can be associated with or traced to any individual, including an individual's name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement, including transactional and other data pertaining to users. The parties will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

LAWS AND PERMITS

The Awardee shall, without additional cost to the BOARD, be responsible for paying for and obtaining any necessary licenses, inspections and permits for complying with any and all FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS, in connection with the performance of the work. Laws of the STATE OF MARYLAND and PRINCE GEORGE'S COUNTY shall govern the contract.

TERMINATION FOR NON-APPROPRIATION OF FUNDS

The Board may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with

written notice to the Awardee. The Board shall pay for all of the purchases, if any, incurred up to the date of the termination notice.

TERMINATION FOR DEFAULT

When the Awardee has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Board. Failure on the part of an Awardee to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Awardee is not entitled to any costs incurred up to the date of termination. In the event of a default by the Awardee, this Contract may be terminated.

TERMINATION FOR CONVENIENCE

The Board has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Awardee, provided that the Awardee shall be compensated for services rendered prior to the date of termination.

THIS NOTICE OF AWARD and all documents associated with the solicitation and offer will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to IFB PUR-019-23 for applicable terms and conditions.

ACCEPTED BY:			
FOR THE FIRM:		FOR THE BOARD OF E	EDUCATION:
John Baddour John Baddour (Aug 22, 2023 12:25 EDT)	Aug 22, 2023	Karth JI ** keith.stewart@pgcps.org (Au	Aug 22, 2023
SIGNATURE	DATE	SIGNATURE	DATE
John Baddour	Vice President	Keith Stewart, Director, Pu	rchasing & Supply Services
NAME and TITLE		FOR THE BOARD OF ED GEORGE'S COUNTY PU	
Culinary Ventures Ma	aryland		
FIRM			
iSUPPLIER ID No.			

Offerna Parks

Diane Forde
Diane Forde (Aug 22, 2023 12:44 EDT)

CONTRACT PRICING

Vendor pricing shall adhere to the negotiated pricing detailed in the pricing proposal/bid form. No other charges or price changes will be accepted without prior approval from the BOARD.¹

Culinary Ventures Maryland, LLC

ITEM No.	Item Description	Pack Size	Estimated Usage		Brand Name	Product Code	Pack Size (Units/Case)	Total Cost Per Case	Cost Per Unit	Extended Total Cost	
a	b	c	d		e	î,	g	h	i (h / g)	j (h x d)	
Group A	- Single Serve Chips, Pretzels, and Popcorn			_							
A-1	Cheetos, Oven Baked - Crunchy, Flamin Hot. Single Serve Package, 0.875 oz. Frito Lay or equal.	104/ 0.875 oz.	1200	CS	Frito Lay	62933 Original 62984 Flamin Hot	104	36.95	0.355288462	\$ 44,340.0000	
A-2	Cheetos Puffs, Reduced Fat - Cheese and/or Flamin' Hot Cheese Snack. Single Serve Package, 0.7 oz. Frito Lay or equal.	72/0.7 oz.	800	cs	Frito Lay	21910	72	25.54	0.354722222	\$ 20,432.0000	
A-3	Doritos, Reduced Fat - Cool Ranch, Flamas, Nacho Cheese, Spicy Sweet Chili, Wild White Nacho. Singe Serve, 1 oz. Frito Lay or equal.	72/1 oz.	4500	CS	Frito Lay	36096 Cool Ranch; 31748 Nacho; 49093 Spicy Sweet Chili; 62829 Flamas	72	25.54	0.354722222	\$ 114,930.0000	
A-4	Funyons Baked Not Fried Onion Flavored Snacks. Singel Serve, 0.75 oz. Frito Lay or equal.	104/0.75 oz.	400	cs	Frito Lay	66689	104	36.45	0.350480769	\$ 14,580.0000	
A-5	Popcom, Reduced Fat Smartfood Delight - White Cheddar, Sea Salt Caramel. Singel Serve, 0.5 oz. Frito- Lay or equal.	72/0.5 oz.	150	CS	Frito Lay	25566	72	25.54	0.354722222	\$ 3,831.0000	
A-6	Popped Potato Chips, Reduced Fat - Cheddar, Red Hot. Single Serve, 0.875 oz. Herr's or equal.	32/0.875 oz.	500	CS	Not Available						
A-7	Potato Chip, Lay's Kettle 40% Less Fat - Applewood Smoked BBQ, Original, Sea Salt & Vinegar. Large Single Serve, 1 oz. Frito Lay or equal.	64/1 az.	450	cs	Frito Lay	9598 Smokey BBQ: 25113 S&V 25111 Jalapeno Cheddar; 25115 Original	64	37.35	0.58359375	\$ 16,807.5000	
A-8	Potato Crisps, Baked Lays - BBQ, Original, and Sour Cream and Onion. Large Single Serve, 1.125 oz. Frito- Lay or equal.	64/1.125 oz.	400	cs	Frito Lay	32078 BBQ; 33625 Original; 33627 SC & Onion	60	21.45	0.3575	\$ 8,580.0000	
A-9	Potato Crisps, Baked Ruffles - Cheddar and Sour Cream. Large Single Serve, 0.8 oz. Frito Lay or equal.	60/0.8 oz.	50	CS	Frito Lay	56882	60	21.45	0.3575	\$ 1,072.5000	

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IFB 019-23 Bidder: Culinary Ventures Maryland, LLC

All items must meet USDA Smart Snack and Ma	yland Nutrition Standards for All Foods Sold in Schools (Attachment D)
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ITEM No.	Item Description	Pack Size	Estima Usa		Brand Name	Product Code	Pack Size (Units/Case)	Total Cost Per Case	Cost Per Unit	Ext	ended Total Cost	
8	b	с	d		e	· f	g	h	i (h / g)		j (h x d)	
Group B	 Pre-Packaged Cookies, Granola Bars and Cereal Bars 											
B-1	Cookies, 2 pack, pre-packaged, 1.1 oz. Made with whole grain. Assorted flavors to meet snack nutrition standards. Linden Cookies or equal.	63/1.1 oz.	125	CS	Linden	65953 Choc Chip; 65954 Fudge Chip	63	66.55	1.056349206	\$	8,318.7500	
B-2	Cookies, Mini, pre-packaged, 1.1 oz. Made with whole grain. Chocolate Chippers and Butter Crunchers. Lindens Cookies or equal.	216/1.1 oz.	625	cs	Linden	65959 Butter Crunchers; 65956 Choc Chippers	216	24.75	0.114583333	\$	15,468.7500	
B-3	Cookie, Soft Baked. Chocolate chip cookies made with whole grains. IW, 1.4 oz. Darlington or equal.	160/1.4 oz.	50	CS	No Bid				#DIV/0!	\$		
B-4	Pop-Tarts, Whole Grain. Assorted flavors to meet snack nutrition standards. Pre-packaged, 1.76 oz. Kellogg's or equal.	120/1.76 oz.	320	cs	Kellogg's	55122 Bm Sugar; 55130 Strawberry	120	55.30	0.460833333	\$	17,696.0000	
B-5	Cereal Bar, NutriGrain, - Assorted flavors to meet snack nutrition standards. Made with whole grains. Pre- packaged, 1.6 oz. Kellogg's or equal.	96/1.6 az.	100	cs	Nutri Grain	59772 Strawberry; 59779 Apple Cinn; 90819 Blueberry	96	41.95	0.436979167	\$	4,195.0000	
B-6	Cereal Bar, Soft and Chewy, made with whole grains - Assorted flavors to meet snack nutrition standards. Pre- Packaged, 1.4 oz. General Mills or equal.	96/1.4 oz.	100	CS	No Bid							
	List flavors:								#DIV/0!	\$		
B-7	Granola Bar, Chewy, Rice Krispies - Assorted flavors to meet nutrition standards. Made with whole grains. Pre- packaged Kellogg's or equal.	96/1.27 oz.	100	cs	Quaker	56586 Cookie & Cm; 56587 Choc Chunk	125	36.25	0.29	\$	3,625.0000	
	List flavors:								#DIV/0!	\$		
B-8	Oatmeal Bar, Made with whole grains. Pre-packaged, 1.2 oz Butterscotch or Chocolate Chip. Betty Crocker or equal.	144/1.24 oz.	100	cs	No Bid				#DIV/0!	\$	-	
B-9	Rice Krispies Treat, made with whole grain. Pre- packaged, 1.4 oz. Kellogg's or equal.	80/1.41 oz.	400	cs	Kellogg's	11062 Original; 14567 Choc Chip	80	47.95	0.599375	\$	19,180.0000	
B-10	Rice Krispies Treat, made with whole grain. Pre- packaged, 0.25 oz. Kellogg's or equal.	600/0.25 oz.	325	cs	No Bid							

IFB 019-23 Bidder: Culinary Ventures Maryland, LLC

All items must meet USDA Smart Snack and Maryland Nutrition Standards for All Foods Sold in Schools (Attachment D)

ITEM No.	Item Description	Pack Size	Estimated Usage		Brand Name	Product Code	Pack Size (Units/Case)	Total Cost Per Case	Cost Per Unit	Extended Total Cost			
a	b	c	d		d		e	f.	9	h	i (h / g)	j (h x d)	
Group B	Group B - Pre-Packaged Cookies, Granola Bars and Cereal Bars												
R-11	Trail Mix Bar, Chewy, Fruit & Nut. Pre-packaged, 1.23 oz. Nature Valley or equal.	128/1.23 oz.	50	cs	No Bid								
B-12	Granola Bar, Chewy. Made with whole grains. Pre- packaged, 0.89 oz Chocolate Chunk. General Mills or equal.	120/0.89 oz.	100	CS	No Bid								

ITEM No.	Item Description	Pack Size	Estimated Usage		Manufacturer/Brand	Product Code	Pack Size	Cost/Case	Units /Case	Cost/Unit
8	b	C	d		e	f	g	i	h	j=i/h
Group C - Other										
C-1	Fruit Snacks, No Artificial Flavors, No Artificial colors, No Gluten, Assorted variety to meet snack nutrition standards. Pre-packaged, 1.6 oz. Motts, Welch's or equal.	144/1.6 oz.	200	CS	Welch's	14498 Mixed Fruit	144	55.95	0.388541667	\$ 11,190.0000

Flavor Splash or equal.

All items must meet USDA Smart Snack and Maryland Nutrition Standards for All Foods Sold in Schools (Attachment D) Estimated Pack Size Total Cost Cost Per **Extended Total** Pack ITEM No **Brand Name Product Code** Item Description Usage Size (Units/Case) Per Case Unit Cost d f c (h/g) (h x d) Group D - Beverages 100% Fruit and Vegetable Juice Blends, noncarbonated, no added sugar/sweeteners. Plastic Bottles, 24/12 No Rid D-1 200 CS 12 oz. - Tropical Orange, Strawberry Banana. OZ. Campbell's V8 or equal 100% Fruit Juice Blends, non-carbonated, No added 24/11.5 D-2 250 CS No Bid sugar/sweeteners. Aluminum can, 11.5 oz oz 100% Fruit Juice, non-carbonated, 100% Vitamin C. 15029 Org Mango; enriched with Calcium and vitamins, no added sugar/ 0.6979167 \$ 1300 CS 15030 Green Apple 24 16.75 21,775.00 D-3 11.5 oz Snapple 15032 Fruit Punch sweeteners. Aluminum can, 11.5 oz. 01502 Blackberry; 015054 Cleme 100% Fruit Juice, with carbonation, no added 24/8.3 5500 CS 177E 24 16.75 0.6979167 \$ 92 125 00 D-4 sugar/sweeteners. Aluminum slim cans, 8.3 oz. 01507 Apple; 01135 OZ Strawberry List flavors: 100% Fruit Juice, no added sugar/sweeteners. Non-D-5 24/8 oz 2500 CS Mott's 00229 Apple 24 14.6 0.6083333 \$ 36,500.00 carbonated, Plastic Bottles, 8 oz. List flavors 100% Fruit Juice Smoothie, no added sugar/ sweeteners. Assorted flavors to meet beverage No Bid 8/10 oz CS D-6 1000 standards. Plastic Bottle, 10 oz. Naked Juice Co or equal. List flavors: 100% Fruit Juice Smoothie, no added sugar/ No Bid CS D-7 sweeteners. Assorted flavors to meet beverage 24/8 oz 450 standards. Aluminum slim cans, 8 oz. Switch or equal. List flavors: Iced Tea, Caffeine free. No added sugar/sweeteners. 24/12 Not Available CS D-8 500 Assorted flavors to meet beverage standards. 12 oz. Gatorade, electrolyte sports beverage with added vitamins. Zero calorie. Various flavors to meet beverage 24/20 169373 Glacier Cherry, 4000 D-9 CS Gatorade 24 19.75 0.8229167 \$ 79 000 00 nutrition standards. Plastic bottles, 20 oz. POWERade or 169374 Glacier Freeze OZ. equal. List flavors: POWERade, electrolyte sports beverage with added 152220 Mixed Berry; 24/20 D-10 vitamins. Zero calorie. Various flavors to meet beverage 4000 CS Powerade 152218 Fruit Punch 24 19 25 0.8020833 \$ 77.000.00 07 152219 Grape nutrition standards. Plastic bottles, 20 oz. List flavors: Propel Fit Water, electrolyte sports beverage with added 24/16.9 D-11 vitamins. Zero calorie. Shelf stable. Various flavors to 500 CS Not Available OZ. meet beverage nutrition standards. Plastic bottles, 20 oz. List flavors: Sparkling Water, Flavor infused with vitamins and 00016 Org Mango: antioxidents. Zero calories. No added 12/17 00066 Cherry Limeade D-12 250 CS ICE 12 11.75 0.9791667 \$ 2,937.50 00014 Blk Raspberry; sugars/sweeteners. Assorted flavors to meet beverage OZ. 00018 Kiwi Strawberry standards. Plastic bottle, 17 oz. Sparkling Ice or equal. List flavors: Water, Pure Natural Spring, Plain, Unflavored, Sodium 24/24 D-13 free, non-carbonated. No refrigeration needed. Plastic 500 CS Deer Park 7063115 24 10.85 0.4520833 \$ 5,425.00 oz Bottle with Sports Top, 24 oz. Water, Pure Natural Spring, Unflavored, Sodium Free, 24/16.9 Non-carbonated, No refrigeration needed. Plastic Bottle, 4000 CS Nestle Pure Life 5101264 0.25625 \$ 24 600.00 D-14 24 6.15 oz. 24/16.9 oz. Nestle Pure Life of equal. Water, Pure Natural Spring, Unflavored, Sodium Free, Non-carbonated, No refrigeration needed. Plastic Bottle, CS Nestle Pure Life 0.2197917 \$ 26.375.00 D-15 48/8 oz 2500 8002228 48 10.55 48/8 oz. Nestle Pure Life of equal. Water, Pure Natural Spring, Plain, Unflavored, Sodium 15/1 D-16 free, non-carbonated. No refrigeration needed. Plastic 100 CS Deer Park 1299479 15 9.95 0.66333333 \$ 995.00 Liter Bottle, 1 Liter. Water, Purified with natural fruit flavors, Zero calorie, Non carbonated, No refrigeration needed. Plastic Bottle, 16.9 24/16.9 No Bid D-17 100 CS oz. - Acai grape, wild berry, orange, lemon. Nestle OZ.

All items must meet USDA Smart Snack and Maryland Nutrition Standards for All Foods Sold in Schools (Attachment D)

ITEM No.	Item Description	Pack Size	Estima Usag		Brand Name	Product Code	Pack Size (Units/Case)	Total Cost Per Case	Cost Per Unit	Extended Total Cost		
a	b	С	d		i e	f	9	h	i (h/g)	j (h x d)		
Group D	- Beverages											
D-18	Water, Flavor infused, Zero calories. No added sugars/sweeteners. Assorted flavors to meet beverage standards. Plastic bottle, can shape, 12 oz. Fruit Wave H2O or equal.	24/12 oz.	250	cs	No Bid							
	List flavors:											
	Water, Sparkling, Zero calories. No added sugars/sweeteners. Assorted flavors to meet beverage standards. 11.5 oz. aluminum can. LeCroix or equal	24/11.5 oz.	250	cs	No Bid							
	List flavors:											