



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO
 CEREAL05

PAGE
 1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
 3

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

AGENCY COPY

VENDOR

*C16132728 01 800-624-8578
 US FOODSERVICE WV
 2575 VIRGINIA AVENUE

 HURRICANE WV 25526

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
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DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
05/09/2007	NET 30	363642294			
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER		
BEST WAY	DESTINATION	PREPAID	MUL-MUL		
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			CHANGE ORDER #03		
	THIS CHANGE ORDER IS TO ADD THE FOLLOWING ITEMS TO THIS CONTRACT.				
	1) ITEM #121 HOSPITALITY BRAN FLAKES.				
	2) ITEM #122 HILLTOP - CREAM OF WHEAT (FARINA)				
	SEE ATTACHED PRICE LIST FOR THESE ADDITIONAL ITEMS LISTED AS ITEMS 121 AND 122.				
	***** NO ADDITIONAL CHANGES *****				
					PURCHASING DIVISION CERTIFIED ENCUMBERED MAY 11 2007 <i>Beverly Tolson</i>
			PREVIOUS PO TOTAL==>	OPEN END	
			PO NET CHANGE (+)==>		

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *5/9/07*

OPEN END
 TOTAL

Ann... Tolson
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *JO ANN ADKINS* 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/ Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/ Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer {b} be merchantable and fit for the purpose intended and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director or Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor / contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.

CEREAL05 - Contract Pricing Pages				
Item #	Description	Packaged	Vendor's stock Number	Price
General Mills - Large Size Cereal				
3	Cheerios	4/29 oz	210122	\$ 23.25
4	Cocoa Puffs	4/35 oz	211031	\$ 30.22
6	Country Corn Flakes	4/32 oz	210716	\$ 15.37
8	Golden Grahams	4/43.5 oz	210718	\$ 41.74
10	Honey Nut Cheerios	4/39 oz	210717	\$ 35.11
11	Kix	4/25 oz	212711	\$ 25.09
12	Lucky Charms	4/35 oz	211319	\$ 31.01
15	Rice Crunchies	4/32 oz	211181	\$ 23.25
17	Total Raisin Bran	4/56 oz	212187	\$ 37.06
18	Trix	4/32 oz	211097	\$ 26.31
20	Rice Chex	4/35 oz	212488	Discontinued
General Mills - Individual Size				
25	Cheerios	70 ct	211355	\$ 20.77
26	Country Corn Flakes	70 ct	211365	Discontinued
28	Honey Nut Cheerios	70 ct	211366	\$ 20.77
29	Lucky Charms	70 ct	211367	\$ 19.61
31	Total Raisin Bran	70 ct	212175	\$ 19.61
32	Wheaties	70 ct	211353	\$ 20.77
33	Single Pak Favorites	70 ct	214633	\$ 23.76
34	Family Assorted Single Pak	70 ct	211358	\$ 23.76
General Mills - Self Service Bowls				
39	Apple Cinnamon Cheerios	96 ct	212692	\$ 21.30
40	Berry Berry Kix	96 ct	212918	\$ 21.30
41	Cheerios	96 ct	210723	\$ 21.30
42	Cinnamon Toast Crunch	96 ct	211293	\$ 21.30
43	Cocoa Puffs	96 ct	217898	\$ 21.30
44	Country Corn Flakes	96 ct	213265	\$ 21.30
45	French Toast Crunch	96 ct	31560	\$ 21.30
46	Frosted Cheerios	96 ct	212836	\$ 21.30
47	Frosted Corn Flakes	96 ct	212852	\$ 21.30
48	Golden Grahams	96 ct	210341	\$ 21.30
49	Honey Nut Cheerios	96 ct	210339	\$ 21.30
50	Kix	96 ct	212691	\$ 21.30
51	Lucky Charms	96 ct	211524	\$ 21.30
52	Multi-Grain Cheerios Plus	96 ct	215057	\$ 21.30
53	Rice Chex (Honey Nut Chex)	96 ct	215265	\$ 21.30
54	Rice Crunchies	96 ct	212864	\$ 21.30
55	Team Cheerios	96 ct	215057	\$ 21.30
56	Total	96 ct	211547	\$ 21.30
57	Trix	96 ct	217486	\$ 21.30
58	Wheaties	96 ct	210338	\$ 21.30
59	Wheaties Raisin Bran (Total R.B.)	96 ct	216637	\$ 21.30
Kelloggs - Large Size Cereals				
61	Rice Krispies	4/27 oz	210409	\$ 22.58
63	Raisin Bran	4/56 oz	211177	\$ 40.44
67	Frosted Flakes	4/40 oz	210407	\$ 30.95

CEREAL05 - Contract Pricing Pages				
Item #	Description	Packaged	Vendor's stock Number	Price
69	Fruit Loops	4/31 oz	210240	\$ 28.74
74	Frosted Mini Wheats Bite Size	4/56 oz	212363	\$ 39.29
75	Low Fat Granola	4/50 oz	214041	\$ 39.92
Kelloggs - Individual Size				
79	Corn Flakes	70/81 oz	217411	\$ 23.87
80	Rice Krispies	70/088 oz	217429	\$ 23.87
81	Complete Wheat Bran Flakes	70/1.13 oz	217410	\$ 26.34
86	All Bran	70/1.76 oz	217420	\$ 26.34
87	Frosted Flakes	70/1.2 oz	217425	\$ 25.51
88	Special K	70/81 oz	217419	\$ 26.34
89	Fruit Loops	70/95 oz	217413	\$ 25.51
91	Puffed Wheat	70/39 oz	217428	Discontinued
94	Shredded Wheat Minatures	70/1.06 oz	217417	\$ 27.96
97	Frosted Mini Wheats Bite Size	70/1.31 oz	217414	\$ 26.34
98	Assorted	72/1 oz	217421	\$ 30.51
99	Low Fat Granola with Raisins	70/2.22 oz	217415	\$ 30.42
Kelloggs - Cereal Bar				
101	Apple Cinnamon Nutri-Grain	48/1.3 oz	243693	\$ 19.09
102	Blueberry Nutri-Grain	48/1.3 oz	243639	\$ 19.09
104	Strawberry Nutri-Grain	48/1.3 oz	243481	\$ 19.09
Kelloggs - Self Serve Bowls				
106	Corn Flakes		210058	\$ 25.89
107	Rice Krispies	96ct	210077	\$ 25.89
108	Complete Wheat Bran Flakes	96ct	210049	\$ 25.89
109	Raisin Bran Crunch	96ct	210082	\$ 25.89
111	Cocoa Krispies	96ct	213264	\$ 25.89
112	Smacks	96ct	210195	\$ 25.89
114	Special K	96ct	210073	\$ 25.89
120	Frosted Mini Wheats Bite Size	96ct	215551	\$ 25.89
Additional Items				
121	Hospitality Bran Flakes	4/35 oz	212749	\$ 14.78
122	Hilltop Cream of Wheat (Farina)	12/28 oz	213017	\$ 26.44
Contract Contact Information:				
	Contact: Rick Harless			
	Telephone: (304) 562-9925 x260			
	Toll Free: 800-624-8578 x260			
	Fax: (304) 562-3600			
	Email: Rick.Harless@usfood.com			



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	DELIVERY DATE	CAT NO	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: CEREAL05							
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001		393-36		VARIOUS CEREALS FOR ALL STATE AGENC			
SIGNATURE _____				DATE _____			
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE