



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

Request for Quotation

RFQ NUMBER:
CEREAL08

PAGE:
3

ADDRESS: CORRESPONDENCE TO ATTENTION OF:
 JO ANN ADKINS
 304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

PROPERTY

W.F. WENDLING, INC.
 P.O. Box 661
 Buckhannon WV
 26201

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/23/2008				
BID OPENING DATE: 02/13/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-472-5500	DATE 2-12-08
TITLE President	FEIN 55-038-3249	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. 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.
12. 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 may be deemed null and void, and 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 §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



State of West Virginia
 Department of Administration
 Purchasing Division
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 Post Office Box 50130
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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 304-558-8802

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VENDOR

ALP WENDLING, INC

P.O. Box 661
 Buckhannon WV
 26201

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<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-472-5500	DATE 2-12-08
TITLE President	FEIN 55-038-3249	ADDRESS CHANGES TO BE NOTED ABOVE

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ALF WENDLING, INC.

P.O. Box 661

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<p>PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>IF THE VENDOR CANNOT GUARANTEE A FIRM PRICE FOR THE LIFE OF CONTRACT, HE MUST INDICATE ONE OF THE PARAGRAPHS LISTED BELOW. FAILURE TO QUALIFY THE PREFERRED TERMS WILL BIND THE VENDOR TO A FIRM PRICE FOR THE LIFE OF THE CONTRACT.</p> <p>ALTERNATE TERMS: <input checked="" type="checkbox"/> THE PRICES ON THIS CONTRACT WILL REMAIN FIRM FOR 180 DAYS AFTER THE EFFECTIVE DATE OF THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: <i>Chris Adkins</i>	TELEPHONE: 304-472-5500	DATE: 2-12-08
TITLE: President	FEIN: 55-038-3249	ADDRESS CHANGES TO BE NOTED ABOVE

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 304-558-8802

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WENDLING, INC.

P.O. Box 661
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<p>REASON CHECKED:</p> <p><input checked="" type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p><input checked="" type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p><input type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/> BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p>						

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SIGNATURE: *[Signature]* TELEPHONE: 304-472-5500 DATE: 2-12-08

TITLE: President FEIN: 55-038-3249 ADDRESS CHANGES TO BE NOTED ABOVE

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WENDLING, INC.

P.O. Box 661
 Backharrow Wv
 26201

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<p>OR () BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS</p>						

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SIGNATURE: *[Signature]* TELEPHONE: 304-472-5500 DATE: 2-12-08

TITLE: President FEIN: 55-038-3249 ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ COPY

TYPE NAME/ADDRESS HERE

A.F. WENDLING, INC.

P.O. Box 661
 Backhannon WV
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<p>CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>A.F. Wendling Inc</u></p> <p>DATE: <u>2-12-08</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>President</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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SIGNATURE	TELEPHONE	DATE	
<u>[Signature]</u>	304-472-5500	2-12-08	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
President	55-038-13249		

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A.F. WENDLING, INC.

P.O. Box 661
 Backhannon *w*
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THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER:-----FILE 42----- RFQ. NO.:-----CEREAL08----- BID OPENING DATE:-----02/13/08----- BID OPENING TIME:-----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-472-5504 CONTACT PERSON (PLEASE PRINT CLEARLY): Chris Wendling						
***** THIS IS THE END OF RFQ CEREAL08 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chris Wendling</i>	TELEPHONE 304-472-5500	DATE 2-12-08
TITLE President	FEIN 55-03873249	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Vendor _____

CEREAL08 Pricing Pages							
Item #	Description	Packaged	Manufacturer	Vendor's stock Number	Price Per Carton	Estimated Usage (Cases)	Total
General Mills - Large Size Cereal							
1	French Toast Crunch	4/32 oz.	Malt-O-Meal	15241	20.25	25	506.25
2	Cinnamon Toast Crunch	4/32 oz.	Malt-O-Meal	15246	20.25	25	506.25
3	Cheerios	4/32 oz.	Malt-O-Meal	15247	15.5	40	620
4	Cocoa Puffs	4/40 oz.	Malt-O-Meal	15248	22.5	25	562.5
5	Count Dracula	4/40 oz.	Malt-O-Meal	15249	19.25	50	962.5
6	Country Corn Flakes	4/32 oz.	Malt-O-Meal	15252	13	50	650
7	Frosted Cheerios				No Bid	25	
8	Golden Grahams	4/32 oz.	Malt-O-Meal	15253	20.5	25	512.5
9	Frosted Wheaties	4/40 oz.	Malt-O-Meal	15255	18	25	450
10	Honey Nut Cheerios	4/40 oz.	Malt-O-Meal	15257	22	25	550
11	Kix	4/25 oz.	General Mills	11360	26.75	25	668.75
12	Lucky Charms	4/40 oz.	Malt-O-Meal	15259	22	25	550
13	Nature Valley 100% Nature Granola	4/50 oz.	Malt-O-Meal	15262	31.25	25	781.25
14	Low Fat Granola	4/50 oz.	Malt-O-Meal	15264	31.25	25	781.25
15	Rice Crunchies	4/32 oz.	Malt-O-Meal	15265	15	25	375
16	Total	4/40 oz.	Malt-O-Meal	15267	17.5	50	875
17	Total Raisin Bran	4/40 oz.	Malt-O-Meal	15269	17.5	50	875
18	Trix	4/32 oz.	Malt-O-Meal	15271	15.25	25	381.25
19	Wheaties	4/40 oz.	Malt-O-Meal	15272	17.5	35	612.5
20	Rice Chex	4/33 oz.	General Mills	15275	30	25	750
21	Corn Chex	4/33 oz.	General Mills	15278	30	25	750
22	Wheat Chex				No Bid	25	
23	Cookie Crisp	4/35 oz.	General Mills	15282	39	25	975
General Mills - Individual Size							
24	Apple Cinnamon Cheerios	96 ct. Bowl	Malt-O-Meal	15284	17.5	100	1750
25	Cheerios	70 ct.	General Mills	15287	21.25	200	4250
26	Country Corn Flakes	70 ct.	General Mills	15288	20.67	200	4134
27	Golden Grahams	70 ct.	General Mills	15289	21.5	50	1075
28	Honey Nut Cheerios	70 ct.	General Mills	15291	21.25	50	1062.5
29	Lucky Charms	70 ct.	General Mills	15293	20.5	50	1025
30	Total	70 ct.	General Mills	15294	21.25	100	2125
31	Total Raisin Bran	70 ct.	General Mills	15295	20.5	100	2050
32	Wheaties	70 ct.	General Mills	15296	21.25	100	2125
33	Single Pak Favorites	70 ct.	General Mills	15297	24.5	250	6125
34	Family Assorted Single Pak	70 ct.	General Mills	15298	24.5	250	6125
35	Rice Chex	70 ct.	General Mills	15299	21.5	25	537.5
36	Corn Chex				No Bid	25	
37	Wheat Chex				No Bid	25	
38	Frosted Wheaties	96 ct. Bowl	Malt-O-Meal	15303	17.5	25	437.5
General Mills - Self Service Bowls							
39	Apple Cinnamon Cheerios	96 ct.	Malt-O-Meal	15304	17.5	100	1750
40	Berry Berry Kix	96 ct.	Malt-O-Meal	15305	17.5	25	437.5
41	Cheerios	96 ct.	Malt-O-Meal	15307	17.5	75	1312.5
42	Cinnamon Toast Crunch	96 ct.	Malt-O-Meal	15308	17.5	25	437.5
43	Cocoa Puffs	96 ct.	Malt-O-Meal	15309	17.5	25	437.5
44	Country Corn Flakes	96 ct.	Malt-O-Meal	15310	17.5	100	1750
45	French Toast Crunch	96 ct.	Malt-O-Meal	15314	17.5	25	437.5
46	Frosted Cheerios	96 ct.	General Mills	15317	21.85	25	546.25
47	Frosted Corn Flakes	96 ct.	Malt-O-Meal	15322	17.5	25	437.5
48	Golden Grahams	4/32 oz.	Malt-O-Meal	15253	20.5	25	512.5
49	Honey Nut Cheerios	4/40 oz.	Malt-O-Meal	15257	22	25	550
50	Kix	4/25 oz.	General Mills	11360	26.75	25	668.75
51	Lucky Charms	4/40 oz.	Malt-O-Meal	15259	22	25	550
52	Multi-Grain Cheerios Plus				No Bid	50	
53	Rice Chex	4/33 oz.	Malt-O-Meal	15275	30	25	750
54	Rice Crunchies	4/32 oz.	Malt-O-Meal	15265	15	25	375
55	Team Cheerios	4/32 oz.	Malt-O-Meal	15247	15.5	25	387.5

Vendor _____

Item #	Description	Packaged	Manufacturer	Vendor's stock Number	Price Per Carton	Estimated Usage (Cases)	Total
General Mills - Large Size Cereal							
56	Total	4/40 oz.	Malt-O-Meal	15267	17.5	100	1750
57	Trix	4/32 oz.	Malt-O-Meal	15271	15.25	25	381.25
58	Wheaties	4/40 oz.	Malt-O-Meal	15272	17.5	100	1750
59	Wheaties Raisin Bran	4/40 oz.	Malt-O-Meal	15269	17.5	50	875
Kellogg's - Large Size Cereals							
60	Corn Flakes	4/32 oz.	Malt-O-Meal	15252	13	50	650
61	Rice Krispies	4/32 oz.	Malt-O-Meal	15265	15	50	750
62	Complete Wheat Bran Flakes	4/40 oz.	Malt-O-Meal	15272	17.5	25	437.5
63	Raisin Bran	4/40 oz.	Malt-O-Meal	15269	17.5	50	875
64	Corn Pops	4/32 oz.	Malt-O-Meal	15283	14.75	25	368.75
65	Cocoa Krispies	4/40 oz.	Malt-O-Meal	15249	19.25	25	481.25
66	Smacks	4/40 oz.	Malt-O-Meal	15250	17.75	25	443.75
67	Frosted Flakes	4/40 oz.	Malt-O-Meal	15253	18	25	450
68	Special K	4/32 oz.	Kellogg's	15254	32.39	50	1619.5
69	Fruit Loops	4/32 oz.	Malt-O-Meal	15271	15.25	25	381.25
70	Cruncheroos	4/32 oz.	Malt-O-Meal	15247	15.5	25	387.5
71	Apple Jacks	4/32 oz.	Malt-O-Meal	15256	17	25	425
72	Crispix	4/30 oz.	Kellogg's	15258	29.99	25	749.75
73	Cracklin Oat Bran	4/40 oz.	Malt-O-Meal	15272	17.5	25	437.5
74	Frosted Mini Wheats Bite Size	4/40 oz.	Malt-O-Meal	15260	19	35	665
75	Low Fat Granola	4/50 oz.	Malt-O-Meal	15261	31.25	25	781.25
76	Honey Crunch Corn Flakes				No Bid	25	
77	Marshmallow Blasted Fruit Loops	4/40 oz.	Malt-O-Meal	15259	21.75	25	543.75
78	Raisin Bran Crunch	4/40 oz.	Malt-O-Meal	15269	17.5	25	437.5
Kellogg's - Individual Size							
79	Corn Flakes	70 ct.	Kellogg's	545	24.5	100	2450
80	Rice Krispies	70 ct.	Kellogg's	575	24.5	100	2450
81	Complete Wheat Bran Flakes	70 ct.	Kellogg's	15263	27	50	1350
82	Raisin Bran Crunch	70 ct.	Kellogg's	546	26.25	50	1312.5
83	Corn Pops	70 ct.	Kellogg's	15266	26.25	25	656.25
84	Cocoa Krispies	70 ct.	Kellogg's	15268	26.25	25	656.25
85	Smacks	70 ct.	Kellogg's	597	26.25	25	656.25
86	All Bran	70 ct.	Kellogg's	15270	27	35	945
87	Frosted Flakes	70 ct.	Kellogg's	15273	27.25	25	681.25
88	Special K	70 ct.	Kellogg's	599	27	50	1350
89	Fruit Loops	70 ct.	Kellogg's	15277	26.35	25	658.75
90	Product 19	70 ct.	Kellogg's	15279	27	50	1350
91	Puffed Wheat				No Bid	25	
92	Puffed Rice				No Bid	25	
93	Cruncheros	70 ct.	Kellogg's	15281	27.1	25	677.5
94	Shredded Wheat Minatures	70 ct.	Kellogg's	605	28.75	25	718.75
95	Apple Jacks	70 ct.	Kellogg's	15286	26.25	25	656.25
96	Crispix				No Bid	25	
97	Frosted Mini Wheats Bite Size	4/40 oz.	Malt-O-Meal	15260	19	25	475
98	Assorted				No Bid	100	
99	Low Fat Granola with Raisins	4/50 oz.	Kellogg's	15306	40.18	25	1004.5
100	Honey Crunch Corn Flakes				No Bid	25	
Kellogg's - Cereal Bar							
101	Apple Cinnamon Nutri-Grain	100/1.3 oz.	Stauffer's	11973	25.25	25	631.25
102	Blueberry Nutri-Grain	100/1.3 oz.	Stauffer's	11975	25.25	25	631.25
103	Raspberry Nutri-Grain	48/1.3 oz.	Stauffer's	813	16.3	25	407.5
104	Strawberry Nutri-Grain	100/1.3 oz.	Stauffer's	11974	25.25	25	631.25
105	Cherry Nutri-Grain				No Bid	25	
Kellogg's - Self Serve Bowls							
106	Corn Flakes	96 ct.	Malt-O-Meal	15310	17.5	100	1750
107	Rice Krispies	96 ct.	Malt-O-Meal	15326	17.5	100	1750
108	Complete Wheat Bran Flakes	96 ct.	Malt-O-Meal	15327	17.5	50	875
109	Raisin Bran Crunch	96 ct.	Malt-O-Meal		17.5	35	612.25
110	Corn Pops	96 ct.	Kellogg's	15315	26.75	25	668.75

Vendor _____

Item #	Description	Packaged	Manufacturer	Vendor's stock Number	Price Per Carton	Estimated Usage (Cases)	Total
General Mills - Large Size Cereal							
111	Cocoa Krispies	96 ct.	Kellogg's	635	26.75	25	668.75
112	Smacks	96 ct.	Kellogg's	640	26.75	25	668.75
113	Frosted Flakes	96 ct.	Malt-O-Meal	15322	17.5	25	437.5
114	Special K	96 ct.	Kellogg's	639	26.75	50	1337.5
115	Fruit Loops	96 ct.	Malt-O-Meal	15328	17.5	25	437.5
116	Product 19	96 ct.	Malt-O-Meal	15319	26.75	100	2675
117	Cruncheros	96 ct.	Malt-O-Meal	15307	17.5	25	437.5
118	Apple Jacks	96 ct.	Malt-O-Meal	15304	17.5	25	437.5
119	Crispix	96 ct.	Kellogg's	15325	26.75	25	668.75
120	Frosted Mini Wheats Bite Size	96 ct.	Kellogg's	626	26.75	25	668.75
121	Honey Crunch Corn Flakes				No Bid	25	
MISC							
122	Hospitality Bran Flakes	4/35 oz.	Hospitality	15313	14.25	25	481.25
123	Hilltop Cream of Wheat (Farina)	12/28 oz.	Hospitality	797	17.9	25	447.5
Minimum Shipment for free delivery (Must be at least \$300.00) _____							
Minimum Shipment accepted (Agency pays shipping) _____							
Contract Contact Information:							
Contact: Chris Wendling _____							
Telephone: 304-472-5500 _____							
Toll Free: 800-352-3879 _____							
Fax: 304-472-5504 _____							
Email: cwendling@afwendling.com _____							
Date: 2-12-08 _____							
Authorized Signature: _____ Date: _____							



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

Request for Quotation

RFQ NUMBER:
CEREAL08

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**JO ANN ADKINS
 304-558-8802**

RFQ COPY
 TYPE NAME/ADDRESS HERE

A. F. WENDLING, INC.
 P.O. Box 661
 Buckhannon WV
 26201

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

DATE PRINTED 01/23/2008	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 02/13/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		393-36		
<p>REQUEST FOR QUOTATION</p> <p>OPEN-END STATEWIDE CONTRACT TO FURNISH CEREAL TO WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>VARIOUS CEREALS FOR ALL STATE AGENCIES</p> <p>VENDORS SHALL ENTER THEIR PRICING AND OTHER REQUESTED INFORMATION ON THE ATTACHED PRICING/INFORMATION SHEETS. ELECTRONIC VERSION AVAILABLE CALL 304-558-8802. VENDORS ARE REQUESTED TO RETURN THE COMPLETED DISKETTE AS WELL AS THE REQUIRED PAPER COPIES. IN THE EVENT OF ANY DISCREPANCIES BETWEEN THE PAPER COPY AND THE ELECTRONIC COPY, THE PAPER COPY SHALL RULE.</p> <p>THIS CONTRACT IS INTENDED TO COVER BREAKFAST CEREALS. ALL ITEMS SHALL MEET ALL EFFECTIVE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **304-472-5500** DATE: **2-12-08**

TITLE: **President** FEIN: **55-038-3249** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. 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.
12. 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 may be deemed null and void, and 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 §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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

Request for Quotation

RFQ NUMBER: CEREAL08

PAGE: 2

ADDRESS: CORRESPONDENCE TO ATTENTION OF:
 JO ANN ADKINS
 304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

PROPERTY OF STATE

SHIP TO

W. F. WENDLING, INC.

P.O. Box 661
 Buckhannon WV
 26201

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/23/2008				

BID OPENING DATE: 02/13/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FEDERAL SPECIFICATIONS.</p> <p>EXPIRATIONS DATES: ALL ITEMS FURNISHED UNDER THIS CONTRACT MUST HAVE A MINIMUM SHELF LIFE OF SIX (6) MONTHS AFTER THE DATE THE SHIPMENT IS RECEIVED.</p> <p>DELIVERY: VENDOR SHALL COMPLETE DELIVERY WITHIN 15 CALENDAR DAYS FROM RECEIPT OF ORDER. DELIVERY TIMES SHALL BE COORDINATED WITH THE ORDERING AGENCY AND MUST ACCOMMODATE THE TIME/DAY OF WEEK AS REQUIRED BY EACH AGENCY.</p> <p>TRANSPORTATION CHARGES: ORDERS IN EXCESS OF \$300.00 SHALL BE DELIVERED FOB: DESTINATION. WHEN SHIPPED TO A SINGLE FACILITY LOCATION. ORDERS THAT TOTAL LESS THAN \$300.00 SHALL BE SHIPPED PREPAID, WITH TRANSPORTATION CHARGES ADDED TO THE INVOICE AS A SEPARATE ITEM.</p> <p>AGENCIES MAY USE A LOCAL VENDOR FOR ORDERS LESS THAN THE \$300.00, IF SHIPPING IS INCLUDED IN THE ORDER, AND THE PURCHASE RESULTS IN A COST SAVINGS.</p> <p>VENDOR HAS AGREED TO DELIVER A MINIMUM OF THREE CASES THROUGH THIS CONTRACT, WITH AGENCY PAYING SHIPPING.</p> <p>ANY PRODUCT THAT IS DELIVERED UNDER THIS CONTRACT AND DEEMED UNSUITABLE FOR THE AGENCY MUST BE REMOVED AND REPLACED AT NO COST TO THE AGENCY.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:	TELEPHONE: 304-472-5500	DATE: 2-12-08
TITLE: President	FEIN: 55-638-3249	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'