



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
CEREAL11

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 42
 304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

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
02/11/2011				

BID OPENING DATE: **03/17/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA	393-36			
<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>THIS CONTRACT IS INTENDED TO COVER BREAKFAST CEREALS. ALL ITEMS SHALL MEET ALL EFFECTIVE 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>\$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 AWARD 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>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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> <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</p>						

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<p>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>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 3/1/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>PLEASE NOTE THAT THIS WILL BE A MULTIPLE AWARD. IT WILL BE AWARDED TO THE LOW BIDDER ON EACH LINE ITEM, (E.G.</p>						

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<p>BIDDER A, THE NEXT LOW BIDDER WILL BE BIDDER B, ETC. DEPENDING ON THE NUMBER OF BIDDERS). THE AGENCY WILL GO TO THE LINE ITEM DESIRED, GO TO THE LOW BIDDER AND ORDER THE PRODUCT. IF THE VENDOR CANNOT SUPPLY THE PRODUCT FOR ANY REASON, THE AGENCY CAN THEN GO TO THE NEXT LOWEST BIDDER FOR THAT PRODUCT.</p> <p>PLEASE NOTE THAT IF THE MANUFACTURER DISCONTINUES ANY PRODUCT, THE VENDOR MUST NOTIFY THE PURCHASING DIVISION WITHIN 5 (FIVE) DAYS OF RECEIVING THIS INFORMATION.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p>						

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***** THIS IS THE END OF RFQ CEREAL11 ***** TOTAL: _____						

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CEREAL11

1 of 3

Vendor _____

CEREAL11 Pricing Pages						
Item #	Description	Packaged	Vendor's stock Number	Price Per Carton	Estimated Usage (Cases)	Total
General Mills "or equal" - Bulk Cereal						
1	Kix "or equal"				25	
General Mills "or equal" - Large Size Cereal						
2	French Toast Crunch "or equal"				25	
3	Cinnamon Toast Crunch "or equal"				25	
4	Cheerios "or equal"				40	
5	Cocoa Puffs "or equal"				25	
6	Count Dracula "or equal"				50	
7	Country Corn Flakes "or equal"				50	
8	Frosted Cheerios "or equal"				25	
9	Golden Grahams "or equal"				25	
10	Frosted Wheaties "or equal"				25	
11	Honey Nut Cheerios "or equal"				25	
12	Kix "or equal"				25	
13	Lucky Charms "or equal"				25	
14	Nature Valley 100% Nature Granola "or equal"				25	
15	Low Fat Granola "or equal"				25	
16	Rice Crunchies "or equal"				25	
17	Total "or equal"				50	
18	Total Raisin Bran "or equal"				50	
19	Trix "or equal"				25	
20	Wheaties "or equal"				35	
21	Rice Chex "or equal"				25	
22	Corn Chex "or equal"				25	
23	Wheat Chex "or equal"				25	
24	Cookie Crisp "or equal"				25	
General Mills "or equal" - Individual Size						
25	Apple Cinnamon Cheerios "or equal"				100	
26	Cheerios "or equal"				200	
27	Country Corn Flakes "or equal"				200	
28	Golden Grahams "or equal"				50	
29	Honey Nut Cheerios "or equal"				50	
30	Lucky Charms "or equal"				50	
31	Total "or equal"				100	
32	Total Raisin Bran "or equal"				100	
33	Wheaties "or equal"				100	
34	Single Pak Favorites "or equal"				250	
35	Family Assorted Single Pak "or equal"				250	
36	Rice Chex "or equal"				25	
37	Corn Chex "or equal"				25	
38	Wheat Chex "or equal"				25	
39	Frosted Wheaties "or equal"				25	
General Mills "or equal" - Self Service Bowls						
40	Apple Cinnamon Cheerios "or equal"				100	
41	Berry Berry Kix "or equal"				25	
42	Cheerios "or equal"				75	
43	Cinnamon Toast Crunch "or equal"				25	
44	Cocoa Puffs "or equal"				25	
45	Country Corn Flakes "or equal"				100	
46	French Toast Crunch "or equal"				25	
47	Frosted Cheerios "or equal"				25	
48	Frosted Corn Flakes "or equal"				25	

CEREAL11

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Vendor

Item #	Description	Packaged	Vendor's stock Number	Price Per Carton	Estimated Usage (Cases)	Total
General Mills "or equal" - Self Service Bowls (cont.)						
49	Fruity Cheerios "or equal"				25	
50	Golden Grahams "or equal"				25	
51	Honey Nut Cheerios "or equal"				25	
52	Honey Nut Chex "or equal"				25	
53	Kix "or equal"				25	
54	Lucky Charms "or equal"				25	
55	Multi-Grain Cheerios Plus "or equal"				50	
56	Rice Chex "or equal"				25	
57	Rice Crunchies "or equal"				25	
58	Team Cheerios "or equal"				25	
59	Total "or equal"				100	
60	Total Raisin Bran "or equal"				25	
61	Trix "or equal"				25	
62	Wheaties "or equal"				100	
63	Wheaties Raisin Bran "or equal"				50	
Kelloggs "or equal" - Large Size Cereals						
64	Corn Flakes "or equal"				50	
65	Rice Krispies "or equal"				50	
66	Complete Wheat Bran Flakes "or equal"				25	
67	Raisin Bran "or equal"				50	
68	Corn Pops "or equal"				25	
69	Cocoa Krispies "or equal"				25	
70	Smacks "or equal"				25	
71	Frosted Flakes "or equal"				25	
72	Special K "or equal"				50	
73	Fruit Loops "or equal"				25	
74	Cruncheroos "or equal"				25	
75	Apple Jacks "or equal"				25	
76	Crispix "or equal"				25	
77	Cracklin Oat Bran "or equal"				25	
78	Frosted Mini Wheats Bite Size "or equal"				35	
79	Low Fat Granola "or equal"				25	
80	Honey Crunch Corn Flakes "or equal"				25	
81	Marshmallow Blasted Fruit Loops "or equal"				25	
82	Raisin Bran Crunch "or equal"				25	
Kelloggs "or equal" - Individual Size						
83	Corn Flakes "or equal"				100	
84	Rice Krispies "or equal"				100	
85	Complete Wheat Bran Flakes "or equal"				50	
86	Raisin Bran Crunch "or equal"				50	
87	Corn Pops "or equal"				25	
88	Cocoa Krispies "or equal"				25	
89	Smacks "or equal"				25	
90	All Bran "or equal"				35	
91	Frosted Flakes "or equal"				25	
92	Frosted Mini-Wheats "or equal"				25	
93	Special K "or equal"				50	
94	Fruit Loops "or equal"				25	
95	Product 19 "or equal"				50	
96	Puffed Wheat "or equal"				25	
97	Puffed Rice "or equal"				25	
98	Cruncheros "or equal"				25	
99	Shredded Wheat Minatures "or equal"				25	
100	Apple Jacks "or equal"				25	
101	Assorted "or equal"				25	
102	Crispix "or equal"				25	

Vendor _____

Item #	Description	Packaged	Vendor's stock Number	Price Per Carton	Estimated Usage (Cases)	Total
Kelloggs "or equal" - Individual Size (cont.)						
103	Frosted Mini Wheats Bite Size "or equal"				25	
104	Granola with Raisins				25	
105	Low Fat Granola with Raisins "or equal"				25	
106	Honey Crunch Corn Flakes "or equal"				25	
Kelloggs "or equal" - Cereal Bar						
107	Apple Cinnamon Nutri-Grain "or equal"				25	
108	Blueberry Nutri-Grain "or equal"				25	
109	Raspberry Nutri-Grain "or equal"				25	
110	Strawberry Nutri-Grain "or equal"				25	
111	Cherry Nutri-Grain "or equal"				25	
Kelloggs "or equal" - Self Serve Bowls						
112	Corn Flakes "or equal"				100	
113	Rice Krispies "or equal"				100	
114	Complete Wheat Bran Flakes "or equal"				50	
115	Raisin Bran Crunch "or equal"				35	
116	Corn Pops "or equal"				25	
117	Cocoa Krispies "or equal"				25	
118	Smacks "or equal"				25	
119	Frosted Flakes "or equal"				25	
120	Special K "or equal"				50	
121	Fruit Loops "or equal"				25	
122	Product 19 "or equal"				100	
123	Cruncheros "or equal"				25	
124	Apple Jacks "or equal"				25	
125	Crispix "or equal"				25	
126	Frosted Mini Wheats Bite Size "or equal"				25	
127	Honey Crunch Corn Flakes "or equal"				25	
Hot Cereal 12/28 oz.						
128	Cream of Wheat (Quick) "or equal"				120	
129	Cream of Rice (Quick) "or equal"				120	
130	Cocoa Wheat (Quick) "or equal"				120	
131	Quick Oats "or equal"				120	
132	Quaker Baked Apple "or equal"				120	
133	Quaker Brown Sugar & Cinnamon "or equal"				120	
134	Quaker Assorted Flavor Pouches "or equal"				120	
MISC						
135	Hospitality Bran Flakes "or equal"				120	
Grand Total (Not Including Shipping)						\$ _____
Minimum Shipment for free delivery (Must be at least \$300.00) _____						
Minimum Shipment accepted (Agency pays shipping) _____						
Contract Contact Information:						
Contact: _____						
Telephone: _____						
Toll Free: _____						
Fax: _____						
Email: _____						
Date: _____						
Authorized Signature: _____						Date: _____

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: 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, Bidder is a partnership, association or corporation resident vendor and 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 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, Bidder is a 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; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: 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; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: 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 Bidder's 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; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this 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.

Bidder: _____ Signed: _____
Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.