



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
00

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

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

QUANTITY

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

AGENCY COPY

ADDRESS

*C1613272801 800-624-8578
 US FOODSERVICE WV
 2575 VIRGINIA AVENUE
 HURRICANE WV 25526

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
04/03/2005		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				
0001	EA		393-36		0.00000		
<p>BLANKET OPEN-END STATEWIDE CONTRACT</p> <p>TO PROVIDE CEREAL TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>THIS AWARD IS BASED ON:</p> <p>REQUEST FOR QUOTATION DATED 02/16/2005 VENDOR'S BID DATED 3/21/2005</p> <p>CONTRACT COORDINATOR: RICK HARLESS TOLL FREE PHONE #: 800-624-8578 X 260 PHONE #: 304-562-9925 X 260 FAX #: 304-562-3600 EMAIL: RICK.HARLESS@USFOOD.COM</p> <p>PRICING IS PER THE ATTACHED CEREAL05 PRICING PAGES, THREE PAGES.</p>							<p>WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED</p> <p>APR 07 2005</p> <p><i>Beverly Toler</i></p>
<p>APPROVED FOR ONE FISCAL YEAR</p> <p>IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/> <i>KB174-505</i></p>							<p>OPEN END</p> <p>TOTAL</p>

Samuel Wayfield

BETTY FRANCISCO 304-558-0468

BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

**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 ̄160.103) and will be disclosing Protected Health Information (45 CFR ̄160.103) to the vendor.



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<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 \$300.00 SHALL BE DELILVERED 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</p>							
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

BETTY FRANCISCO

304-558-0468

BY _____
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	<p>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 APRIL 1, 2005 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>						
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BETTY FRANCISCO

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<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</p>							
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	<p>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 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>						
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	<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>NOTE: ALL PRICES SHALL BE FIRM FOR A MINIMUM OF 90 DAYS; VENDORS SHOULD STATE IF THEIR BID IS VALID LONGER. AT THREE-MONTH (90 DAY) INTERVALS THEREAFTER, WITH A 30-DAY NOTICE, PASS-THROUGH PRICE CHANGES (SUBSTANTIATED) MAY BE REQUESTED. PURCHASING MAY ACCEPT THE DOCUMENTED PRICE CHANGE OR REBID THE CONTRACT.</p> <p>THIS, IN EFFECT, SHALL LIMIT THE NUMBER OF PRICE CHANGES TO THREE PER YEAR - PRICES EFFECTIVE FOR 90 DAYS WITH A 30-DAY NOTICE.</p> <p>THE VENDOR SHALL BE REQUIRED TO RESUBMIT AN ELECTRONIC COPY (DISKETTE OR CD) OF THE ENTIRE PRICE LIST WITH ANY PRICE CHANGE REQUEST.</p>				
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CONTRACT PRICING PAGE

	CEREAL05	US FOODSERVICE
Item #	Description	Price Per Carton
General Mills - Large Size Cereal		
1	Cheerios	\$ 21.67
2	Cocoa Puffs	\$ 28.30
3	Country Corn Flakes	\$ 14.18
4	Golden Grahams	\$ 39.28
5	Honey Nut Cheerios	\$ 32.96
6	Kix	\$ 23.42
7	Lucky Charms	\$ 29.06
8	Rice Crunchies	\$ 21.68
9	Total Raisin Bran	\$ 34.82
10	Trix	\$ 24.58
11	Rice Chex	\$ 26.49
General Mills - Individual Size		
12	Cheerios	\$ 19.23
13	Country Corn Flakes	\$ 18.13
14	Honey Nut Cheerios	\$ 19.23
15	Lucky Charms	\$ 18.13
16	Total Raisin Bran	\$ 18.13
17	Wheaties	\$ 19.23
18	Single Pak Favorites	\$ 22.09
19	Family Assorted Single Pak	\$ 22.09
General Mills - Self Service Bowls		
20	Apple Cinnamon Cheerios	\$ 19.89
21	Berry Berry Kix	\$ 19.89
22	Cheerios	\$ 19.89
23	Cinnamon Toast Crunch	\$ 19.89
24	Cocoa Puffs	\$ 19.89
25	Country Corn Flakes	\$ 19.89
26	French Toast Crunch	\$ 19.89
27	Frosted Cheerios	\$ 19.89
28	Frosted Corn Flakes	\$ 19.89
29	Golden Grahams	\$ 19.89
30	Honey Nut Cheerios	\$ 19.89
31	Kix	\$ 19.89
32	Lucky Charms	\$ 19.89
33	Multi-Grain Cheerios Plus	\$ 19.89
34	Rice Crunchies	\$ 19.89
35	Team Cheerios	\$ 19.89
36	Total	\$ 19.89
37	Trix	\$ 19.89
38	Wheaties	\$ 19.89
39	Wheaties Raisin Bran	\$ 19.89
Kelloggs - Large Size Cereals		
40	Rice Krispies	\$ 21.42
41	Raisin Bran	\$ 39.36
42	Frosted Flakes	\$ 28.56
43	Fruit Loops	\$ 27.94
44	Frosted Mini Wheats Bite Size	\$ 38.10
45	Low Fat Granola	\$ 38.84
Kelloggs - Individual Size		

CONTRACT PRICING PAGE

	CEREAL05	US FOODSERVICE
Item #	Description	Price Per Carton
General Mills - Large Size Cereal		
46	Corn Flakes	\$ 23.20
47	Rice Krispies	\$ 23.20
48	Complete Wheat Bran Flakes	\$ 25.59
49	All Bran	\$ 25.59
50	Frosted Flakes	\$ 24.79
51	Special K	\$ 25.58
52	Fruit Loops	\$ 24.79
53	Puffed Wheat	\$ 25.59
54	Shredded Wheat Minatures	\$ 27.19
55	Frosted Mini Wheats Bite Size	\$ 25.59
56	Assorted	\$ 29.67
57	Low Fat Granola with Raisins	\$ 29.58
Kelloggs - Cereal Bar		
58	Apple Cinnamon Nutri-Grain	\$ 18.50
59	Blueberry Nutri-Grain	\$ 18.50
60	Strawberry Nutri-Grain	\$ 18.50
Kelloggs - Self Serve Bowls		
61	Rice Krispies	\$ 24.95
62	Complete Wheat Bran Flakes	\$ 24.95
63	Raisin Bran Crunch	\$ 24.95
64	Cocoa Krispies	\$ 24.95
65	Smacks	\$ 24.95
66	Special K	\$ 24.95
67	Frosted Mini Wheats Bite Size	\$ 24.95



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