



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.
CEREAL08B

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
3

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

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

VENDOR

*C16132728 01 800-624-8578
 US FOODSERVICE WV
 2575 VIRGINIA AVENUE
 HURRICANE WV 25526

SHIP TO

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
01/19/2011	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	04/01/2008		393-36		
CHANGE ORDER #03 TO ADD ADDITIONAL FLAVORS AND TYPES OF CEREAL: SEE ATTACHED. VARIOUS CEREALS FOR ALL STATE AGENCIES					
PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>					
PURCHASING DIVISION CERTIFIED ENCUMBERED JAN 24 2011 <i>Beverly Toler</i>					
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>					
OPEN END TOTAL					

Daunte Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *JoAnn Adkins*
 JOANN 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 of 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **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.
15. **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>.
16. **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, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, 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.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to 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 vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

CEREAL08B
PRICING PAGES US FOODSERVICE

Item #	Description	Vendor Stock	Pack Size	Current Cost	Renewal Cost
General Mills Bulk Cereal					
11	Kix	7167828	4/25oz	\$ 27.95	\$ 27.95
Gen.Mills Individual Boxes					
26	Country Corn Flakes	3006640	70ct	discont.	discontinued
35	Rice Chex	7208986	70ct	discont.	discontinued
Gen. Mills Self Serve Bowls					
46	Apple Cinn Cheerios	5056551	96ct	\$ 21.36	\$ 21.36
48	Golden Grahams	5017827	96ct	\$ 21.36	\$ 21.36
49	Honey Nut Cheerios	4017828	96ct	\$ 21.36	\$ 21.36
50	Kix	1072586	96ct	\$ 21.36	\$ 21.36
51	Lucky Charms	9017849	96ct	\$ 21.36	\$ 21.36
52	MultiGrain Cheerios	3205739	96ct	\$ 21.36	\$ 21.36
53	Honey Nut Chex	6315519	96ct	\$ 21.36	\$ 21.36
54	Rice Crunchies	1051994	96ct	\$ 21.36	\$ 21.36
56	Total	6059638	96ct	\$ 21.36	\$ 21.36
57	Trix	5491899	96ct	\$ 21.36	\$ 21.36
58	Wheaties	4057758	96ct	\$ 21.36	\$ 21.36
59	Total Raisin Bran	7387004	96ct	\$ 21.36	\$ 21.36
Additional GenMills Flavors Available in Self Serve Bowls					
60	Cheerios	2013514	96ct	\$ 21.36	\$ 21.36
61	Fruity Cheerios	455725	96ct	\$ 21.36	\$ 21.36
62	Country Corn Flakes	1024512	96ct	\$ 21.36	\$ 21.36
63	Frosted Corn Flakes	9051996	96ct	\$ 21.36	\$ 21.36
64	Cinnamon Toast Crunch	5017835	96ct	\$ 21.36	\$ 21.36
Kellogg's Individual Boxes					
86	All Bran	2489409	70ct	discont.	discontinued
87	Frosted Flakes	6489413	70ct	\$ 28.26	\$ 28.26
97	Frosted Mini-Wheats	7489412	70ct	\$ 29.16	\$ 29.16
98	Assorted	4489407	70ct	\$ 34.07	\$ 34.07
99	Granola with Raisins	1489426	70ct	\$ 33.66	\$ 33.66
MISC					
122	Hospitality Bran Flakes	5176847	4/35oz	\$ 15.07	\$ 15.07
Oatmeal					
	Quick Oats	1328202	12/42 z	\$ 30.01	\$ 30.01
	Quaker Bk'd Apple	2285708	24/1.9z Bowl	\$ 22.74	\$ 22.74
	Quak. Brwn Sugar&Cinn	2285690	24/1.9z Bowl	\$ 22.74	\$ 22.74
	Quak. Asst.Flvr Pouches	2816023	64ct	\$ 17.63	\$ 17.63
	Crn of Wheat	4328191	12/28 z	\$ 23.34	\$ 23.34

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0001		393-36	VARIOUS CEREALS FOR ALL STATE AGENC				
			SIGNATURE _____		DATE _____		

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TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE