



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
SUPFOOD07

PAGE
1

ADDRESS CORRESPONDENCE OR ATENTION OF
**JO ANN ADKINS
 304-558-8802**

RFQ COPY

TYPE NAME/ADDRESS HERE

*404113354
 Grove Medical, Inc.
 1089 Park West Blvd.
 Greenville, SC 29611

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/19/2007				
BID OPENING DATE: 06/05/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	UNIT PRICE	AMOUNT
0001	1	EA		105,262.99
SUPPLEMENTAL FOOD REQUEST FOR QUOTATION THE PURCHASING DIVISION IS SOLICITING BIDS FOR A STATEWIDE CONTRACT FOR SUPPLEMENTAL FOOD ITEMS FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS. ***** MANDATORY PRE-BID MEETING WILL BE HELD ON TUESDAY, MAY 8, 2007 AT 10:30 AM IN THE CONFERENCE ROOM AT THE PURCHASING DIVISION ON 2019 WASHINGTON STREET, EAST, CHARLESTON, WV 25305. VENDOR FAILING TO ATTEND THE MANDATORY PRE-BID MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR. INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON THURSDAY, MAY 3, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. 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 INQUIRES TO: JO ANN ADKINS DEPARTMENT OF ADMINISTRATION				

RECEIVED
 2007 JUN -5 P 12:25
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Robert K. Maguire* TELEPHONE *264-269-0283* DATE *6/5/07*

TITLE *Medicare Manager* FEIN *57-0866600* 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 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.

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
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Request for Quotation

RFQ NUMBER
SUPFOOD07

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ADDRESS/CONTACT/PHONE/CAD/REFERENCE
JO ANN ADKINS
304-558-8802

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

SPEC

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
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04/19/2007				
BID OPENING DATE: 06/05/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOF	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX:304-558-4115 EMAIL: JOADKINS@WVADMIN.GOV EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ... 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. 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. 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. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert K. Maples</i>	TELEPHONE	DATE
TITLE	FBN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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**Request for
 Quotation**

RFQ NUMBER SUPFOOD07

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ADDRESS OF CORRESPONDENCE / ATTENTION OF JO ANN ADKINS 304-558-8802

SUPERVISOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SUPERVISOR

ALL STATE AGENCIES
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<p>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</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 FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p>						

SIGNATURE <i>Robert R. Magnum</i>		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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ALL STATE AGENCIES
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<p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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>() 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>() 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Robert K. May* TELEPHONE: DATE: TITLE: FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO (OR IF NOT, NAME AND ADDRESS) JO ANN ADKINS 304-558-8802
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RFQ COPY
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ALL STATE AGENCIES
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<p>() 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> <p>OR</p> <p>() 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Kalat R. May, Jr.</i>	TELEPHONE	DATE
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
JO ANN ADKINS
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ALL STATE AGENCIES
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<p>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 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>						
BIDDER:				<i>Robert R. Maguire / Grove Medical</i>		
DATE:				<i>6/5/07</i>		
SIGNED:				<i>Robert R. Maguire</i>		
TITLE:				<i>Medicare Manager</i>		
<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". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Robert R. Maguire* TELEPHONE: DATE: TITLE: FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS (CORRESPONDENCE ATTENTION TO)
**JO ANN ADKINS
304-558-8802**

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ALL STATE AGENCIES
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LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:-----JO ANN ADKINS - FILE 42-----						
RFQ. NO.:-----SUPFOOD07-----						
BID OPENING DATE:-----JUNE 5, 2007-----						
BID OPENING TIME:-----10:30 AM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- (864) 272-1569 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- Rob Mays -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert K. Mays</i>	TELEPHONE	DATE
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	

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ADDRESS FOR CORRESPONDENCE (PAY ATTENTION TO)
**JO ANN ADKINS
304-558-8802**

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S.P.C.

S.P.C.

ALL STATE AGENCIES
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LINE	QUANTITY	UOP	UNIT PRICE	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ SUPFOOD07 ***** TOTAL:						<u>105,262.99</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE		DATE
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE		

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SUPFOOD07 Specifications and Conditions

SUPFOOD07 Specifications

1. Orders shall be delivered within 5 working days after receipt of order (ARO). Preferred delivery is 5 calendar days ARO. Delivery greater than 5 working days will not be considered. Spending units must be advised in writing if orders will be delayed for any reason. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract. Vendor shall note the number of days (calendar or working) on the pricing page.
2. All orders from this contract totaling \$200.00 or more shall be delivered FOB: Destination (Vendor shall pay all shipping charges.) If bidders have a minimum quantity that is required to accept orders, they must enter that quantity on the pricing page; failure to do so will require the vendor to deliver any quantity ordered.
3. All orders less than \$200.00 shall be delivered FOB: Shipping Point. Any transportation charges costs shall be itemized as a separate charge.
4. All pricing must include delivery to any West Virginia address.
5. Agencies may make small purchases (under the \$200.00) from a local source if pricing includes delivery and a savings results. Note: Agencies are not permitted to string orders to circumvent purchasing policy.
6. Product expiration dates shall be as long as possible and must be at least one year from date of delivery.
7. Vendor must guarantee the products to be free from any defect in material, packaging and workmanship. Vendor agrees to replace defective items promptly at no charge to the ordering agency if problems are detected and reported within a period of six months from the date of delivery.
8. **All products bid shall meet the attached specifications for the products bid.**
9. Vendor shall remove and replace any product on this contract that an agency has received and determined the product is unsatisfactory in performance and/or is not suitable for their facility. Vendor shall do this at no cost to the agency.

SUPFOOD07 Specifications and Conditions

10. Vendor must have a manufacturer's certification that all products bid, meet all specifications. Such certification should be submitted with each vendor's bid.
11. All quantities listed on the pricing page are estimates only, and should not be construed as any guarantee of future contract use. This quantity shall be used to evaluate the bids. 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.
12. The successful bidder shall not substitute any other brand from those awarded, nor sell any additional items under their contract not specifically covered herein, without prior written permission of the Purchasing Division.
12. If the selected vendor fails to meet any provision of the contract, the contract may be canceled immediately.
13. Contract Price Changes: Successful vendor may request substantiated price increase increases at renewal. Purchasing may either accept the price increase or re-bid the commodity.
14. Selected vendor must submit quarterly reports to the Purchasing Department. These reports must indicate the quantity of each item purchased and the total dollar amount of all orders.
Reports must be sent to:

Purchasing Division
Attention: Jo Ann Adkins
2019 Washington Street, East
Charleston, West Virginia 25305

SUPFOOD07 - PRICING PAGES

VENDOR: Grove Medical

Item	Description	Stock #	Name of Item if bidding an Alternate Item	No. Ounces / Container	Case Qty	Est. Qty	Case Price	Minimum Order	Total	ETA Delivery
1	Amino Acid Bars	No Bid				0		0		
2	Boost Chocolate	167617		8oz	24	12 CS	\$16.88	1 CS	\$202.50	
3	Boost Strawberry	167617		8oz	24	12 CS	\$16.88	1 CS	\$202.50	
4	Boost Vanilla	167417		8oz	24	12 CS	\$16.88	1 CS	\$202.50	
5	Boost Butter Pecan	DISCONTINUED		8oz			\$0.00	1 CS	\$0.00	
6	Boost w/Fib Chocolate	95202		8oz	24	12 CS	\$29.59	1 CS	\$355.05	
7	Boost w/Fib Vanilla	95202		8oz	24	12 CS	\$29.59	1 CS	\$355.05	
8	Boost Vanilla Plus	193111		8oz	24	255 CS	\$18.13	1 CS	\$4,621.88	
9	Boost High Protein Drink	194107		8oz	24	24 CS	\$20.40	1 CS	\$489.60	
10	Boost Plus	193210		8oz	24	24 CS	\$18.13	1 CS	\$435.00	
11	Boost with Benefiber and FOS	193202		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
12	Boost Diabetic	360100		8oz	27	24 CS	\$28.66	1 CS	\$687.90	
13	Carnation Instant Breakfast No sugar - Var. Pack	540829		1.26 oz			\$25.20	1 CS	\$1,612.80	
14	Carnation Instant Breakfast Var. Pack	530523		1.26 oz			\$33.40	1 CS	\$2,404.80	
15	Carnation Instant Breakfast Lactose Free	DISCONTINUED		1.26 oz			\$0.00	1 CS	\$0.00	
16	Carnation Enlive! Instant Breakfast Juice Drink	54775		8oz	24	24 CS	\$33.08	1 CS	\$793.80	
17	Compleat	140100		250ml			\$57.20	1 CS	\$1,372.80	
18	Diabetsource AC	No Bid		0	0	24 CS	\$0.00	1 CS	\$0.00	
19	Enrich	DISCONTINUED		0	0	24 CS	\$0.00	1 CS	\$0.00	
20	Ensure Butter Pecan	51892		8oz	24	24 CS	\$19.96	1 CS	\$479.10	
21	Ensure Chocolate Mint	DISCONTINUED		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
22	Ensure Chocolate	50462		8oz	24	24 CS	\$19.98	1 CS	\$479.10	
23	Ensure Coffee	51738		8oz	24	24 CS	\$19.98	1 CS	\$479.10	
24	Ensure Egnog	51744		8oz	24	24 CS	\$19.98	1 CS	\$479.10	
25	Ensure Orange	DISCONTINUED		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
26	Ensure Orange Cream	DISCONTINUED		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
27	Ensure Plus Chocolate	50466		8oz	24	24 CS	\$22.54	1 CS	\$540.90	
28	Ensure Plus Coffee	51740		8oz	24	24 CS	\$22.54	1 CS	\$540.90	
29	Ensure Plus Egnog	51742		8oz	24	24 CS	\$22.54	1 CS	\$540.90	
30	Ensure Plus Strawberry	50466		8oz	24	24 CS	\$22.54	1 CS	\$540.90	
31	Ensure Plus Vanilla	50464		8oz	24	24 CS	\$22.54	1 CS	\$540.90	
32	Ensure Plus HN	00681		1.0L	24	24 CS	\$39.06	1 CS	\$937.50	
33	Ensure Pudding, Butterscotch	54848		4oz	24	48 CS	\$39.48	1 CS	\$1,894.80	
34	Ensure Pudding, Chocolate	54848		4oz	24	48 CS	\$39.48	1 CS	\$1,894.80	
35	Ensure Pudding, Tapioca	DISCONTINUED		4oz	24	48 CS	\$0.00	1 CS	\$0.00	
36	Ensure Pudding, Vanilla	54844		4oz	24	48 CS	\$39.48	1 CS	\$1,894.80	
37	Ensure Strawberry	50548		8oz	24	24 CS	\$19.96	1 CS	\$479.10	
38	Ensure Vanilla	50460		8oz	24	24 CS	\$19.98	1 CS	\$479.10	
39	Ensure High Protein	52100		8oz	24	24 CS	\$21.25	1 CS	\$510.00	
40	Ensure Fiber with FOS, Nutren 1.0 Fiber	50650		8oz	24	24 CS	\$21.25	1 CS	\$510.00	
41	Fibersource	183500		250ml	24	24 CS	\$21.08	1 CS	\$505.50	
42	Fibersource HN	186500		250ml	24	24 CS	\$20.35	1 CS	\$488.40	
43	Forta Drink Fruit Punch	Not Available		8oz	24	4 CS	\$0.00	1 CS	\$0.00	
44	Forta Drink Orange	Not Available		8oz	24	4 CS	\$0.00	1 CS	\$0.00	
45	Forta Shake Egnog	Not Available		8oz	24	4 CS	\$0.00	1 CS	\$0.00	
46	Forta Shake Strawberry	Not Available		8oz	24	4 CS	\$0.00	1 CS	\$0.00	
47	Forta Shake Vanilla	Not Available		8oz	24	4 CS	\$0.00	1 CS	\$0.00	
48	Forta Shake Chocolate	Not Available		8oz	24	10 CS	\$0.00	1 CS	\$0.00	
49	Glucerna	50240		8oz	24	24 CS	\$43.75	1 CS	\$1,050.00	

SUPFOOD07 - PRICING PAGES

VENDOR:

Item	Description	Stock #	Name of Item if bidding an Alternate Item	No. Ounces / Container	Case Qty	Est. Qty	Case Price	Minimum Order	Total	ETA Delivery
50	Gluberna Ready - To - Hang	51206		1.0lt	24	8 CS	\$71.25	1 CS	\$570.00	
51	Glucerna RTU	51206		8oz	24	8 CS	\$71.25	1 CS	\$570.00	
52	Glutisorb	Not Available		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
53	Glytral Vanilla	Use Description		250ml	24	24 CS	\$23.40	1 CS	\$561.60	
54	Impact Advanced Recovery	195500		250ml	24	24 CS	\$73.13	1 CS	\$1,765.00	
55	Isocal, IsoCal HN	184500		250ml	24	24 CS	\$19.34	1 CS	\$464.10	
56	Isosource 1.5	181500		250ml	24	24 CS	\$19.76	1 CS	\$474.30	
57	Isosource, Isosource HN	182500		250ml	24	24 CS	\$17.55	1 CS	\$421.20	
58	Isosource V/HN	187500		250ml	24	24 CS	\$22.08	1 CS	\$529.80	
59	Jevity	00143		8oz	24	24 CS	\$27.85	1 CS	\$668.40	
60	Jevity Plus	53118		1.0lt	24	24 CS	\$33.41	1 CS	\$801.90	
61	Jevity Ready - To - Hang	00682		8oz	24	8 CS	\$43.59	1 CS	\$348.70	
62	L-Emental, Juven	DISCONTINUED		8oz	24	56 CS	\$0.00	1 CS	\$0.00	
63	Lofenalac	No Bid		8oz	24	6 CS	\$0.00	1 CS	\$0.00	
64	i-Valex-1	No Bid		8oz	24	6 CS	\$0.00	1 CS	\$0.00	
65	Meritene, Chocolate	DISCONTINUED		8oz	24	12 cans	\$0.00	1 CS	\$0.00	
66	Meritene, Strawberry	DISCONTINUED		8oz	24	12 cans	\$0.00	1 CS	\$0.00	
67	Meritene, Vanilla	DISCONTINUED		8oz	24	12 cans	\$0.00	1 CS	\$0.00	
68	Meritene, Milk Chocolate	DISCONTINUED		8oz	24	12 cans	\$0.00	1 CS	\$0.00	
69	MCT Oil	365130		8oz	24	6/1 quart	\$307.50	1 CS	\$1,845.00	
70	Microlipid	No Bid		8oz	24	48/3 oz	\$0.00	1 CS	\$0.00	
71	Milupa PKU 2	No Bid		8oz	24	2 CS	\$0.00	1 CS	\$0.00	
72	MSUD Maxamald	No Bid		8oz	24	4 cans	\$0.00	1 CS	\$0.00	
73	MSUD Maxamum	No Bid		8oz	24	4 cans	\$0.00	1 CS	\$0.00	
74	Nepto - Vanilla	50632		8oz	24	24 CS	\$73.39	1 CS	\$1,761.30	
75	Novasource 2.0	180100		8oz	24	24 CS	\$21.05	1 CS	\$505.20	
76	Novasource Pulmonary	188500		250ml	24	24 CS	\$39.00	1 CS	\$936.00	
77	Novasource Renal	351100		8oz	24	24 CS	\$61.10	1 CS	\$1,486.40	
78	NuBasics 2.0 Vanilla	Use Description		250ml	24	24 CS	\$14.49	1 CS	\$347.70	
79	NuBasics Drink Choc. Swift	Use Description		250ml	24	24 CS	\$14.49	1 CS	\$347.70	
80	NuBasics Drink Strawberry Burst	Use Description		250ml	24	24 CS	\$14.49	1 CS	\$347.70	
81	NuBasics Drink Vanilla Swift	Use Description		250ml	24	24 CS	\$14.49	1 CS	\$347.70	
82	NuBasics Soup, Chiken	DISCONTINUED		250ml	24	24 CS	\$0.00	1 CS	\$0.00	
83	NuBasics Soup, Tomato	DISCONTINUED		250ml	24	24 CS	\$0.00	1 CS	\$0.00	
84	Nutren 1.0 w/Fiber UltraPak	Use Description		1000ml	24	6 CS	\$25.45	1 CS	\$152.70	
85	Nutren ProBalance, Jevity 1.2 Cal	Use Description		250ml	24	24 SC	\$26.59	1 CS	\$614.10	
86	Nutren 1.5, Jevity 1.5 Cal	Use Description		250ml	24	24 CS	\$16.63	1 CS	\$399.00	
87	Nutren 2.0 TroCal HN	Use Description		250ml	24	24 CS	\$21.00	1 CS	\$504.00	
88	NutraVent - Vanilla	Use Description		250ml	24	24 CS	\$48.76	1 CS	\$1,170.00	
89	Optimrenal, Peplamen	Use Description		250ml	24	24 CS	\$123.75	1 CS	\$2,970.00	
90	Osmolite HN Ready - To - Hang	Use Description		1.0lt	24	8 CS	\$40.30	1 CS	\$322.40	
91	Osmolite Ready - To - Hang	Use Description		1.0lt	24	8 CS	\$40.30	1 CS	\$322.40	
92	Oxepa, Nutrent, Pulmocare	Use Description		1.0lt	24	24 CS	\$74.24	1 CS	\$1,781.70	
93	Pedialyte	51204		8oz	24	8 pls	\$0.00	1 CS	\$0.00	
94	Pedialyte (Unflavored) RTF	No Bid		250ml	24	8 pls	\$0.00	1 CS	\$0.00	
95	Peplamen 1.5	No Bid		250ml	24	24 CS	\$156.00	1 CS	\$3,744.00	
96	Peplamen, Peplamen with Prebio	Use Description		8oz	24	24 CS	\$135.00	1 CS	\$3,240.00	
97	Peplonex Vanilla	371400		8oz	24	24 CS	\$100.95	1 CS	\$2,422.80	

SUPFOOD07 - PRICING PAGES

Revised 5/08/2007

VENDOR: _____

Item	Description	Stock #	Name of Item if bidding an Alternate Item	No. Ounces / Container	Case Qty	Est. Qty	Case Price	Minimum Order	Total	ETA Delivery
98	Peptinex DT	370100		8oz	24	24 cs	\$93.60	1 CS	\$2,246.40	
99	Pepines with Prebiotics			250ml	24	24 cs	\$0.00	1 CS	\$0.00	
100	Perative	50628		8oz	24	24 cs	\$75.59	1 CS	\$1,814.10	
101	Periflex, Orange/Pineapple			8oz	24	4 cans	\$0.00	1 CS	\$0.00	
102	Periflex, Unflavored			8oz	24	4 cans	\$0.00	1 CS	\$0.00	
103	Phenex - 1			8oz	24	5 cs	\$0.00	1 CS	\$0.00	
104	Phenex - 2			8oz	24	6 cs	\$0.00	1 CS	\$0.00	
105	Phenyl - Free Powder			8oz	24	6 cs	\$0.00	1 CS	\$0.00	
106	Phlery 10			8oz	24		\$0.00	1 CS	\$0.00	
107	ProBalance UltraPak			8oz	24	6 cs	\$0.00	1 CS	\$0.00	
108	Product 3200 AB			8oz	24	6 cs	\$0.00	1 CS	\$0.00	
109	Product 60056			8oz	24	6 cs	\$0.00	1 CS	\$0.00	
110	Promod Powder			8oz	24	6 cs	\$0.00	1 CS	\$0.00	
111	Promod, Pro-Stat			8oz	24	6 cans	\$0.00	1 CS	\$0.00	
112	Promote with Fiber, Nutren Replete Fiber	51872		8oz	24	1 cs	\$28.39	1 CS	\$28.39	
113	Pro - Phree			8oz	24	6 cs	\$0.00	1 CS	\$0.00	
114	Propimex			8oz	24	6 cs	\$0.00	1 CS	\$0.00	
115	Pulmocare Ready - To - Hang	51204		1.0l	24	8 cs	\$74.24	1 CS	\$593.90	
116	Pulmocare Strawberry	50180		8oz	24	24 cs	\$41.38	1 CS	\$993.00	
117	Pulmocare Vanilla	00649		8oz	24	24 cs	\$41.38	1 CS	\$993.00	
118	Pulmocare Vanilla RTU			1.0l	24	24 cs	\$74.24	1 CS	\$1,781.70	
119	Replete w/FiberPak			1000ml	24	6 cs	\$56.79	1 CS	\$220.73	
120	Resource Arginid EXTRA	196600		8oz	24	24 cs	\$36.49	1 CS	\$875.70	
121	Resource Diabetic TF	355001		1.0l	24	24 cs	\$28.60	1 CS	\$686.40	
122	Resource Diabeticfield	349300		8oz	24	24 cs	\$31.25	1 CS	\$750.00	
123	Resource Fruit Beverage	196000		8oz	24	24 cs	\$26.44	1 CS	\$634.50	
124	Resource Support	175500		8oz	24	24 cs	\$68.70	1 CS	\$1,648.80	
125	Resource Arginid	359830		56pk	24	56 cs	\$33.68	1 CS	\$1,385.80	
126	Resource Benecalorie	282500		8oz	24	24 cs	\$0.00	1 CS	\$0.00	
127	Resource Beneiber	282100		8oz	24	75 cs	\$32.18	1 CS	\$2,413.13	
128	Resource Beneprotein Instant Protein Powder	284100		7.2oz	24	6 cans	\$62.11	1 CS	\$372.68	
129	Resource Glutasolve	283300		22gms	24	56 cs	\$59.65	1 CS	\$3,340.40	
130	Subdue (Flavored)	370100		22gms	24	24 cs	\$93.60	1 CS	\$2,246.40	
131	Subdue Plus	371300		8oz	24	24 cs	\$147.01	1 CS	\$3,528.30	
132	Tolerex			8oz	24	60 cs	\$0.00	1 CS	\$0.00	
133	TraumaCal			8oz	24	24 cs	\$0.00	1 CS	\$0.00	
134	TwoCal HN Butter Pecan	54064		8oz	24	24 cs	\$31.41	1 CS	\$753.90	
135	TwoCal HN Vanilla	00729		8oz	24	24 cs	\$31.41	1 CS	\$753.90	
136	Tyrex - 2			8oz	24	5 cs	\$0.00	1 CS	\$0.00	
137	UCD - 1			8oz	24	5 cs	\$0.00	1 CS	\$0.00	
138	Ultrasol	185500		250ml	24	12 cs	\$20.35	1 CS	\$244.20	
139	Vivonex Plus	712980		8oz	24	36 cs	\$0.00	1 CS	\$0.00	
140	Vivonex RTF	713100		8oz	24	24 cs	\$0.00	1 CS	\$0.00	
141	Vivonex T.E.N.			8oz	24	60 cs	\$0.00	1 CS	\$0.00	
142	Wheat Starch			8oz	24	5 cs	\$0.00	1 CS	\$0.00	
143	XP Maxamald, Orange			8oz	24	4 cans	\$0.00	1 CS	\$0.00	
144	XP Maxamald, Unflavored			8oz	24	4 cans	\$0.00	1 CS	\$0.00	
145	XP Maxamum, Orange			8oz	24	4 cans	\$0.00	1 CS	\$0.00	

SUPFOOD07 - PRICING PAGES

Revised 5/08/2007

VENDOR:

Item	Description	Stock #	Name of Item if bidding an Alternate Item	No. Ounces / Container	Case Qty	Est. Qty	Case Price	Minimum Order	Total	ETA Delivery
146	XP Maxamum, Unflavored	No Bid		8oz	24	4 cans	\$0.00	1 CS	\$0.00	**
147	XPHEN, TYR Maxamaid	No Bid		8oz	24	4 cans	\$0.00	1 CS	\$0.00	
148	Subdue Liquid Rich Chocolate	371200		8oz	24	24 CS	\$100.95	1 CS	\$2,422.80	
149	Subdue Liquid Unflavored	370100		250ml	24	24 CS	\$93.60	1 CS	\$2,246.40	
150	Subdue Liquid Chocolate Almond	No Bid		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
151	Subdue Liquid Orange Vanilla	No Bid		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
152	Subdue Liquid Kangaroo Redd Feed	No Bid		8oz	24	6 CS	\$0.00	1 CS	\$0.00	
153	Subdue	No Bid		8oz	24	6 CS	\$0.00	1 CS	\$0.00	
154	Kindercal, Vanilla	No Bid		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
155	Kindercal, Vanilla w/Fiber	No Bid		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
156	Kindercal, Chocolate	No Bid		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
157	Kindercal TF, Vanilla	No Bid		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
158	Kindercal TF, Vanilla w/Fiber	No Bid		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
159	Kindercal TF, Fiber Isotonic, Vanilla	No Bid		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
160	Kindercal TF, Isotonic, Vanilla	No Bid		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
161	UltraCal HN Plus	No Bid		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
162	Vivonex Pediatric	No Bid		8oz	24	6 CS	\$0.00	1 CS	\$0.00	
163	Isocal HN Plus	No Bid		8oz	24	6 CS	\$0.00	1 CS	\$0.00	
164	Nutren Junior	No Bid		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
165	Nutren Junior Fiber	No Bid		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
166	PediaSure	55897		250ml	24	24 CS	\$28.75	1 CS	\$690.00	
167	PediaSure Elemental Formula with Fiber	59785		250ml	24	24 CS	\$30.63	1 CS	\$735.00	
168	Peplamen Junior	Use Description		8oz	24	24 CS	\$34.15	1 CS	\$819.60	
169	Peplamen Junior with Prebio	Use Description		8oz	24	24 CS	\$41.33	1 CS	\$991.80	
170	Pediatric Pepinex DT	Use Description		250ml	24	24 CS	\$138.99	1 CS	\$3,335.70	
171	Pediatric Pepinex DT with Fiber	Use Description		250ml	24	24 CS	\$145.94	1 CS	\$3,502.50	
172	Protain	No Bid		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
173	Complete Pediatric	No Bid		8oz	24	6 CS	\$0.00	1 CS	\$0.00	
174	Choice DM TF	No Bid		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
175	Choice DM	No Bid		8oz	24	6 CS	\$0.00	1 CS	\$0.00	
176	ADVERA (Novartis)	No Bid		8oz	24	48 CS	\$0.00	1 CS	\$0.00	
177	Amfmaid Extra Orange Burst	No Bid		8oz	24	48 CS	\$0.00	1 CS	\$0.00	
178	Deliver 2.0	No Bid		8oz	24	48 CS	\$0.00	1 CS	\$0.00	
179	Boost Pudding Van 5 oz. cans	No Bid		8oz	24	48 CS	\$0.00	1 CS	\$0.00	
180	Boost Pudding Choc 5 oz cans	No Bid		8oz	24	54 CS	\$0.00	1 CS	\$0.00	
181	Resource Just for Kids 1.5 Cal	No Bid		8oz	24	64 CS	\$0.00	1 CS	\$0.00	
182	Resource Just for Kids 1.5 Cal with Fiber	No Bid		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
183	Resource Just for Kids with Fiber	No Bid		8oz	24	24 CS	\$0.00	1 CS	\$0.00	
184	Resource Just for Kids	No Bid		8oz	24	27 CS	\$0.00	1 CS	\$0.00	
Total									\$105,262.99	

Delivery Charge - Orders under \$200.00

UPS shipping
rate determined
by weight

* 5 day delivery



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

**Request for
 Quotation**

RFP NUMBER
SUPFOOD07

PAGE
1

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

Robert R. Mays III
 Grove Medical, Inc.
 1089 Park West Blvd.
 Greenville, SC 29611

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/11/2007				
BID OPENING DATE: 06/05/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO.1*****						
1. SUPFOOD07 - PRICING PAGES REVISED - DATED 05/08/200						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS						
DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID.						
FAILURE TO SIGN AND RETURN MAY RESULT IN						
DISQUALIFICATION OF YOUR BID.						
*****END OF ADDENDUM NO. 1*****						

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'

WV-36a STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer:	Page	Req. or P. O. No.:
Vendor: <u>Grove Medical</u>	Spending Unit:		

Requisition No.: SUPFOOD07

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

No. 1 ✓

No. 2 _____

No. 3 _____

No. 4 _____

No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

Robert R. May, III
Signature

Grove Medical
Company

6/5/07
Date

RFQ No. SUPFOOD07

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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 agencies 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Grove Medical, Inc.

Authorized Signature: Robert R. May, III Date: 6/5/07