



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.
 SUPFOOD10

PAGE
 1

BLANKET RELEASE
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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

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

AGENCY COPY

AUCTION
 *404113354 864-269-0283
 GROVE MEDICAL INC
 1089 PARK WEST BLVD
 GREENVILLE SC 29611

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
06/28/2010		NET 30		570866600			
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	06/30/2011	EA	393-47		.00000		
<p>BLANKET OPEN-END STATEWIDE CONTRACT</p> <p>THIS BLANKET OPEN-END STATEWIDE CONTRACT COVERS SUPPLEMENTAL FOOD ITEMS FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>THIS AWARD IS PER ALL THE FOLLOWING: REQUEST FOR QUOTATION DATED 05/20/2010 ALL SPECIFICATIONS AND ADDENDA THERETO. VENDOR'S BID DATED 06/18/2010</p> <p>PRICING SHALL BE PER THE ATTACHED PRICING PAGES.</p> <p>VENDOR'S CONTACT INFORMATION: ROBERT MAYS PHONE: 864.269.0283 FAX: 864.220.1745 EMAIL: ROBM@GROVEMEDICAL.COM</p>							

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

JUN 30 2010

Beverly Toler

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

6/29/10

OPEN END

TOTAL

Sawyer Whitefield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Robert Weaner*
 JO ANN 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.



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BEST WAY		DESTINATION		PREPAID		MITL.-MITL.	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	SUPPLEMENTAL FOOD						
	EXHIBIT 3						
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON JULY 1, 2010 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						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

APPROVED AS TO FORM BY
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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT.NO.	ITEM NUMBER		
	(1) YEAR PERIODS.				
<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</p>					

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

TOTAL

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 ASSISTANT ATTORNEY GENERAL

BY _____
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	DELIVERY DATE	CAT.NO	ITEM NUMBER				
<p>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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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>REV. 05/26/2009</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>							
						TOTAL	

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SUPFOOD10 - PRICING PAGES

VENDOR: GROVE MEDICAL

Item	Description	Stock #	Name of Item if bidding an Alternate Item	No. Ounces / Container	Case Price	Minimum Order
1	Amino Acid Bars	56966	GLUCEMA BAR	.70 OZ	\$32.93	1 CASE
2	Boost Chocolate	67539		8 OZ	\$18.80	1 CASE
3	Boost Strawberry	67638		8 OZ	\$18.80	1 CASE
4	Boost Vanilla	67439		8 OZ	\$18.80	1 CASE
5	Boost Butter Pecan	51892	ENSURE BCP	8 OZ	\$17.23	1 CASE
6	Boost w/Fib Chocolate	93239		8 OZ	\$20.34	1 CASE
7	Boost w/Fib Vanilla	93139		8 OZ	\$20.34	1 CASE
8	Boost Vanilla Plus	93139		8 OZ	\$20.34	1 CASE
9	Boost High Protein Drink	94139		8 OZ	\$20.09	1 CASE
10	Boost Plus	93338		8 OZ	\$20.34	1 CASE
11	Boost with Benefiber and FOS	16056	NUTREN 1.0 FIBER	8 OZ	\$20.09	1 CASE
12	Boost Diabetic	360300		8 OZ	\$32.16	1 CASE
13	Carnation Instant Breakfast No sugar - Var. Pack	54082		.705 OZ	\$30.24	1 CASE
14	Carnation Instant Breakfast Var. Pack	53052		1.26 OZ	\$27.59	1 CASE
15	Carnation Instant Breakfast Lactose Free	38940		8 OZ	\$18.55	1 CASE
16	Carnation Enlivel Instant Breakfast Juice Drink	53482	ENLIVE MIX BERRY	8.1 OZ	\$32.27	1 CASE
17	Compleat	140100		8 OZ	\$55.12	1 CASE
18	Diabetsource AC	365020		8 OZ	\$72.24	1 CASE
19	Enrich	50462	ENSURE CHOC	8 OZ	\$17.23	1 CASE
20	Ensure Butter Pecan	51892		8 OZ	\$17.23	1 CASE
21	Ensure Chocolate Mint	50462	ENSURE CHOC	8 OZ	\$17.23	1 CASE
22	Ensure Chocolate	50462		8 OZ	\$17.23	1 CASE
23	Ensure Coffee	51738		8 OZ	\$17.23	1 CASE
24	Ensure Egnog	51892	ENSURE BCP	8 OZ	\$17.23	1 CASE
25	Ensure Orange	50648	ENT STAWCREAM	8 OZ	\$17.23	1 CASE
26	Ensure Orange Cream	50648	ENT STAWCREAM	8 OZ	\$17.23	1 CASE
27	Ensure Plus Chocolate	50466		8 OZ	\$19.57	1 CASE
28	Ensure Plus Coffee	51740		8 OZ	\$19.57	1 CASE
29	Ensure Plus Egnog	51894	ENS+ BCP	8 OZ	\$19.57	1 CASE
30	Ensure Plus Strawberry	50646		8 OZ	\$19.57	1 CASE
31	Ensure Plus Vanilla	50464		8 OZ	\$19.57	1 CASE
32	Ensure Plus HN	50464	ENS+ VAN	8 OZ	\$19.57	1 CASE
33	Ensure Pudding, Butterscotch	54848		4 OZ	\$36.06	1 CASE
34	Ensure Pudding, Chocolate	54846		4 OZ	\$36.06	1 CASE
35	Ensure Pudding, Tapioca	54846		4 OZ	\$36.06	1 CASE
36	Ensure Pudding, Vanilla	54844	ENS PUDDING BS	4 OZ	\$36.06	1 CASE
37	Ensure Strawberry	50648		8 OZ	\$17.23	1 CASE
38	Ensure Vanilla	50460		8 OZ	\$17.23	1 CASE
39	Ensure High Protein	52100		8 OZ	\$18.52	1 CASE
40	Ensure Fiber with FOS, Nutren 1.0 Fiber	16056		8 OZ	\$20.09	1 CASE
41	Fibersource	183500		8 OZ	\$16.59	1 CASE
42	Fibersource HN	185600		8 OZ	\$21.12	1 CASE
43	Forta Drink Fruit Punch	186600	RESOURCE WILD BERRY	8 OZ	\$27.52	1 CASE
44	Forta Drink Orange	186200	RESOURCE ORANGE	8 OZ	\$27.52	1 CASE
45	Forta Shake Egnog	51892	ENSURE BCP	8 OZ	\$17.23	1 CASE
46	Forta Shake Strawberry	50648	ENS STRAW	8 OZ	\$17.23	1 CASE
47	Forta Shake Vanilla	50460	ENS VAN	8 OZ	\$17.23	1 CASE
48	Forta Shake Chocolate	50462	ENSURE CHOC	8 OZ	\$17.23	1 CASE
49	Glucerna	50240		8 OZ	\$41.77	1 CASE
50	Glucerna Ready - To - Hang	51206		1000ML	\$71.65	1 CASE

SUPFOOD10 - PRICING PAGES

VENDOR: GROVE MEDICAL

Item	Description	Stock #	Name of Item if bidding an Alternate Item	No. Ounces / Container	Case Price	Minimum Order
51	Glucerna RTU	51206		1000ML	\$71.65	1 CASE
52	Glutastorb	283300	GLUTASOLVE	22.6G	\$68.82	1 CASE
53	Glytrol Vanilla	16275		8 OZ	\$32.20	1 CASE
54	Impact Advanced Recovery	358100		8 OZ	\$150.67	1 CASE
55	Isocal, Isocal HN	184500	ISOSOURCE HN	8 OZ	\$20.09	1 CASE
56	Isosource 1.5	181500		8 OZ	\$26.78	1 CASE
57	Isosource, Isosource HN	184500		8 OZ	\$20.09	1 CASE
58	Isosource VHN	187500		8 OZ	\$23.88	1 CASE
59	Jevity	143		8 OZ	\$23.48	1 CASE
60	Jevity Plus	53118		8 OZ	\$28.35	1 CASE
61	Jevity Ready - To - Hang	682		1000ML	\$37.21	1 CASE
62	L-Emental, Juven	58012		.85 OZ	\$83.09	1 CASE
63	Lofenalac				\$0.00	1 CASE
64	l-Valex-1	51136		14.1 OZ	\$246.73	1 CASE
65	Meritene, Chocolate	50466	ENS + CHOC	8 OZ	\$19.57	1 CASE
66	Meritene, Strawberry	50846	ENS + STRAW	8 OZ	\$19.57	1 CASE
67	Meritene, Vanilla	50464	ENS + VAN	8 OZ	\$19.57	1 CASE
68	Meritene, Milk Chocolate	50464	ENS + CHOC	8 OZ	\$19.57	1 CASE
69	MCT Oil	36513		CS 6	\$352.90	1 CASE
70	Microlipid	8702		3 OZ	\$102.00	1 CASE
71	Milupa PKU 2	659346		500G	\$226.83	1 CASE
72	MSUD Maxamaid	117781		CAN	\$73.17	1 CASE
73	MSUD Maxamum	117789		CAN	\$115.85	1 CASE
74	Nepro - Vanilla	53624		8 OZ	\$66.16	1 CASE
75	Novasource 2.0	180100	RESOURCE 2.0	8 OZ	\$31.29	1 CASE
76	Novasource Pulmonary	16480	NUTREN PULM	8 OZ	\$48.43	1 CASE
77	Novasource Renal	351100		8 OZ	\$72.44	1 CASE
78	NuBasics 2.0 Vanilla	54082	CIB	705 OZ	\$30.24	1 CASE
79	NuBasics Drink Choc. Swirl	54082	CIB	705 OZ	\$30.24	1 CASE
80	NuBasics Drink Stwby Burst	54082	CIB	705 OZ	\$30.24	1 CASE
81	NuBasics Drink Vanilla Swirl	54082	CIB	705 OZ	\$30.24	1 CASE
82	NuBasics Soup, Chicken	54082	CIB	705 OZ	\$30.24	1 CASE
83	NuBasics Soup, Tomato	54082	CIB	705 OZ	\$30.24	1 CASE
84	Nutren 1.0 w/Fiber, UltraPak	16056		8 OZ	\$20.09	1 CASE
85	Nutren ProBalance, Jevity 1.2 Cal	53118	JEVITY 1.2	8 OZ	\$28.35	1 CASE
86	Nutren 1.5, Jevity 1.5 Cal	16220	NUTREN 1.5	8 OZ	\$26.44	1 CASE
87	Nutren 2.0 TwoCal HN	729	TWO CAL HN	8 OZ	\$25.91	1 CASE
88	NutriVent - Vanilla	16480	NUTREN PULM	8 OZ	\$48.43	1 CASE
89	Optimental, Peptamen	16260	PEPTAMEN	8 OZ	\$116.16	1 CASE
90	Osmolite HN Ready - To - Hang	53122		1000ML	\$42.68	1 CASE
91	Osmolite Ready - To - Hang	668		1000ML	\$32.76	1 CASE
92	Oxepa, Nutrivent, Pulmocare	699		8 OZ	\$35.67	1 CASE
93	Pedialyte	50087		8 OZ	\$1.43	1 CASE
94	Pedialyte (Unflavored) RTF	58992		2 OZ	\$1.47	1 CASE
95	Peptamen 1.5	18190		8 OZ	\$174.37	1 CASE
96	Peptamen, Peptamen with Prebio	18185	PEPTAMEN W/PREBIO	8 OZ	\$120.54	1 CASE
97	Peptinex Vanilla	371400		8 OZ	\$115.90	1 CASE
98	Peptinex DT	370700		8 OZ	\$131.56	1 CASE
99	Peptines with Prebiotics				\$0.00	1 CASE
100	Perative	50628		8 OZ	\$92.54	1 CASE

SUPFOOD10 - PRICING PAGES

VENDOR: GROVE MEDICAL

Item	Description	Stock #	Name of Item if bidding an Alternate Item	No. Ounces / Container	Case Price	Minimum Order
101	Periflex, Orange/Pineapple	11401		C	\$200.00	1 CASE
102	Periflex, Unflavored	118308		C	\$300.00	1 CASE
103	Phenex - 1	51120		C	\$141.07	1 CASE
104	Phenex - 2	51122		C	\$277.02	1 CASE
105	Phenyl - Free Powder				\$0.00	1 CASE
106	Phlexy 10	11981		7G	\$39.02	1 CASE
107	ProBalance UltraPak	185201	FIBERSOURCE HN	1000ML	\$27.56	1 CASE
108	Product 3200 AB				\$0.00	1 CASE
109	Product 80056				\$0.00	1 CASE
110	Promod Powder	59721	PROMOD LIQUID	32 OZ	\$131.96	1 CASE
111	Promod, Pro-Stat	10064		B OX	\$27.05	1 CASE
112	Promote with Fiber, Nutren Replete Fiber	16245			\$0.00	1 CASE
113	Pro - Phree				\$0.00	1 CASE
114	Propimex				\$0.00	1 CASE
115	Pulmocare Ready - To - Hang	51204		100ML	\$79.27	1 CASE
116	Pulmocare Strawberry	699	PULMOCARE VAN	8 OZ	\$35.67	1 CASE
117	Pulmocare Vanilla	699		8 OZ	\$35.67	1 CASE
118	Pulmocare Vanilla RTU	51204		1000ML	\$79.27	1 CASE
119	Replete w/FiberPak	16245		8 OZ	\$27.05	1 CASE
120	Resource Arginaid EXTRA	196600		8 OZ	\$42.30	1 CASE
121	Resource Diabetic TF	349300		8 OZ	\$34.77	1 CASE
122	Resource Diabetic TF	349100		8 OZ	\$34.77	1 CASE
123	Resource Fruit Beverage	186200		8 OZ	\$27.52	1 CASE
124	Resource Support				\$0.00	1 CASE
125	Resource Arginaid	359840		.32OZ	\$42.54	1 CASE
126	Resource Benecalorie	282500		1.5OZ	\$28.01	1 CASE
127	Resource Benefiber	282300		4G	\$24.90	1 CASE
128	Resource Beneprotein Instant Protein Powder	284100		8 OZ	\$0.00	1 CASE
129	Resource Glutasolve	283300	GLUTASOLVE	22.6G	\$68.82	1 CASE
130	Subdue (Flavored)	371400	PEPTINEX	8 OZ	\$115.90	1 CASE
131	Subdue Plus	371300	PEPTINEX 1.5	8 OZ	\$165.74	1 CASE
132	Tolerex				\$0.00	1 CASE
133	TraumaCal				\$0.00	1 CASE
134	TwoCal HN Butter Pecan	54064		8 OZ	\$25.81	1 CASE
135	TwoCal HN Vanilla	729		8 OZ	\$25.81	1 CASE
136	Tyrex - 2				\$0.00	1 CASE
137	UCD - 1				\$0.00	1 CASE
138	Ultralcal	185500	FIBERSOURCE HN	8 OZ	\$21.12	1 CASE
139	Vivonex Plus	71298		48.5 OZ	\$239.85	1 CASE
140	Vivonex RTF	362500		8 OZ	\$126.72	1 CASE
141	Vivonex T.E.N.	71274		80.4	\$392.39	1 CASE
142	Wheat Starch					1 CASE
143	XP Maxamald, Orange	12357		454 G	\$175.81	1 CASE
144	XP Maxamald, Unflavored	12358		454 G	\$175.81	1 CASE
145	XP Maxamum, Orange	12302		454 G	\$279.27	1 CASE
146	XP Maxamum, Unflavored	12301		454 G	\$279.27	1 CASE
147	XPHEN, TYR Maxamald	12362		454 G	\$301.22	1 CASE
148	Subdue Liquid Rich Chocolate					1 CASE
149	Subdue Liquid Unflavored					1 CASE
150	Subdue Liquid Chocolate Almond					1 CASE

SUPFOOD10 - PRICING PAGES

VENDOR: GROVE MEDICAL

Item	Description	Stock #	Name of Item if bidding an Alternate Item	No. Ounces / Container	Case Price	Minimum Order
151	Subdue Liquid Orange, Vanilla					1 CASE
152	Subdue Liquid Kangaroo Redi Feed					1 CASE
153	Subdue					1 CASE
154	Kindercal, Vanilla	58220	PEDIASURE/VAN	8 OZ	\$41.29	1 CASE
155	Kindercal, Vanilla w/Fiber	58220	PEDIASURE/VAN	8 OZ	\$41.29	1 CASE
156	Kindercal, Chocolate	58220	PEDIASURE/VAN	8 OZ	\$41.29	1 CASE
157	Kindercal TF, Vanilla	58220	PEDIASURE/VAN	8 OZ	\$41.29	1 CASE
158	Kindercal TF, Vanilla w/Fiber	58220	PEDIASURE/VAN	8 OZ	\$41.29	1 CASE
159	Kindercal TF, Fiber Isotonic, Vanilla	58220	PEDIASURE/VAN	8 OZ	\$41.29	1 CASE
160	Kindercal TF, Isotonic, Vanilla	58220	PEDIASURE/VAN	8 OZ	\$41.29	1 CASE
161	Ultracal HN Plus	185500	FIBERSOURCE HN	8 OZ	\$21.12	1 CASE
162	Vivonex Pediatric	71310		48.5 OZ	\$164.20	1 CASE
163	Isocal HN Plus	184500	ISOSOURCE HN	8 OZ	\$20.09	1 CASE
164	Nutren Junior	16062		8 OZ	\$30.90	1 CASE
165	Nutren Junior Fiber	16063		8 OZ	\$33.22	1 CASE
166	PediaSure	58220	PEDIASURE/VAN	8 OZ	\$41.29	1 CASE
167	PediaSure Enteral Formula with Fiber	58220	PEDIASURE/VAN	8 OZ	\$41.29	1 CASE
168	Peplamen Junior	16253		8 OZ	\$115.65	1 CASE
169	Peplamen Junior with Prebio	16261		8 OZ	\$118.99	1 CASE
170	Pediatric Peptinex DT	370100		8 OZ	\$118.40	1 CASE
171	Pediatric Peptinex DT with Fiber	370100		8 OZ	\$118.40	1 CASE
172	Protein	16245	NUTREN REPLETE	8 OZ	\$27.05	1 CASE
173	Compleat Pediatric	142100		8 OZ	\$45.59	1 CASE
174	Choice DM TF	355000	RESOURCE DIAB	8 OZ	\$21.10	1 CASE
175	Choice DM	355000	RESOURCE DIAB	8 OZ	\$21.10	1 CASE
176	ADVERA (Novartis)					1 CASE
177	Alginoid Extra Orange Burst	196600		8 OZ	\$42.30	1 CASE
178	Deliver 2.0	180100	RESOURCE 2.0	8 OZ	\$31.29	1 CASE
179	Boost Pudding Van 5 oz. cans	94503		5 OZ	\$41.21	1 CASE
180	Boost Pudding Choc 5 oz cans	94603		5 OZ	\$41.21	1 CASE
181	Resource Just for Kids 1.5 Cal	331900		8 OZ	\$48.68	1 CASE
182	Resource Just for Kids 1.5 Cal with Fiber	332000		8 OZ	\$51.00	1 CASE
183	Resource Just for Kids with Fiber	331400		8 OZ	\$37.09	1 CASE
184	Resource Just for Kids	331100		8 OZ	\$34.77	1 CASE
	Delivery Charge - Orders under \$200.00					

SUPFOOD10 Specifications and Conditions

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.
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.

May 20, 2010

SUPFOOD10 Specifications and Conditions

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.
13. If the selected vendor fails to meet any provision of the contract, the contract may be canceled immediately.
14. 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.

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



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.
 SUPFOOD10

PAGE

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

INVOICE TO

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

VENDOR

*404113354 864-269-0283
 GROVE MEDICAL INC
 1089 PARK WEST BLVD
 GREENVILLE SC 29611

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
06/28/2010		NET 30		570866600			
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				
RECEIPT TICKET FOR PURCHASE ORDER: SUPFOOD10							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		393-47	SUPPLEMENTAL FOOD		_____	_____	
SIGNATURE _____				DATE _____			

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

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE