

1089 PARK WEST BLVD
GREENVILLE, SC 29611
864 272-1549
Fax 864-272-1569



Fax

To: Jo Ann Adkins **From:** Rob Mays

Fax: 304-558-4115 **Pages:** 13

Phone: **Date:** 06/21/2010

Re: SUPFOOD10 **cc:**

- Urgent** **For Review** **Please Comment** **Please Reply** **Please Recycle**

Hard copy if the bid will be sent as well.

Thanks,
Rob

RECEIVED
 2010 JUN 22 A 8:41
 PURCHASING DIVISION
 STATE OF WV



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
SUPFOOD10

PAGE
1

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

RFQ COPY
TYPE NAME/ADDRESS HERE

SUBJECT

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
05/20/2010				

BID OPENING DATE: **06/22/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		393-47	<i>see attached</i>	<i>see attached</i>
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. ***** INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON TUESDAY, JUNE 8, 2010. 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 PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115. EMAIL: JO.A.ADKINS@WV.GOV RELEASE OF RFQ.....05/20/2010 VENDOR'S WRITTEN QUESTIONS SUBMISSION DEADLINE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert R. Maguire</i>	TELEPHONE <i>864-272-1549</i>	DATE <i>6/18/10</i>
TITLE <i>Medicare Manager</i>	FERN <i>57-086600</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

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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PAGE:
2

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

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RFQ COPY

RFQ COPY

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

DATE PRINTED 05/20/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 06/22/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	LOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				(CLOSE OF BUSINESS).....	06/08/2010	
				RESPONSE TO QUESTIONS/ADDENDUM ISSUED.....	06/11/2010	
				BID OPENING DATE.....	06/22/2010	
				ATTACHMENTS:		
				SUPFOOD10 SPECIFICATIONS & CONDITIONS DATED 05/20/2010		
				SUPFOOD10 PRICING PAGES		
				PURCHASING AFFIDAVIT		
				RESIDENT VENDOR PREFERENCE		
				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		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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PAGE
3

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VENDOR

SHIP TO

ALL STATE AGENCIES
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 VARIOUS LOCALES AS INDICATED
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05/20/2010				
BID OPENING DATE: 06/22/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 SERVICE 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 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>						
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Request for Quotation

RFQ NUMBER
SUPF00D10

PAGE
4

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

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PROPERTY

PROPERTY

ALL STATE AGENCIES
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 VARIOUS LOCALES AS INDICATED
 BY ORDER

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05/20/2010				
BID OPENING DATE: 06/22/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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PAGE
5

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VENDOR

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05/20/2010				
BID OPENING DATE: 06/22/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1					
NO. 2					
NO. 3					
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> <i>Robert R. Mayo</i> SIGNATURE <i>Grove Medical, Inc.</i> COMPANY 6/18/10 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Robert R. Mayo</i>	TELEPHONE 864-272-1549	DATE 6/18/10
TITLE <i>Medical Manager</i>	FEIN 57-0866600	ADDRESS CHANGES TO BE NOTED ABOVE

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PAGE
6

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ALL STATE AGENCIES
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05/20/2010				
BID OPENING DATE: 06/22/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----JO ANN ADKINS - FILE 42-----</p> <p>RFQ. NO.:-----SUPFOOD10-----</p>						

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PAGE
7

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RFQ

ALL STATE AGENCIES
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/20/2010				
BID OPENING DATE: 06/22/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE: -----JUNE 22, 2010----- BID OPENING TIME: -----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ SUPFOOD10 ***** TOTAL: <u>see attached</u>						

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'

VENDOR: Grove Medical, Inc.

SUPFOOD10 - PRICING PAGES

6/18/2010

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	56986	Glucerna Bar	.70 oz	8	12	\$32.93	1 Case	\$395.12	2 Days
2	Boost Chocolate	067639		8 oz	24	12	\$18.80	1 Case	\$225.66	2 Days
3	Boost Strawberry	067638		8 oz	24	12	\$18.80	1 Case	\$225.66	2 Days
4	Boost Vanilla	067439		8 oz	24	12	\$17.23	1 Case	\$206.78	2 Days
5	Boost Butter Pecan	093239	Ensure BCP	8 oz	24	12	\$20.34	1 Case	\$244.10	2 Days
6	Boost w/Fib Chocolate	093139		8 oz	24	25	\$20.34	1 Case	\$5,187.07	2 Days
7	Boost w/Fib Vanilla	094139		8 oz	24	24	\$20.34	1 Case	\$488.20	2 Days
8	Boost Vanilla Plus	093338		8 oz	24	24	\$20.09	1 Case	\$482.05	2 Days
9	Boost High Protein Drink	16056	Nutren 1.0 Fiber	8 oz	24	24	\$32.16	1 Case	\$771.80	2 Days
10	Boost Plus	360300		.705 oz	24	64	\$30.24	1 Case	\$1,935.36	2 Days
11	Boost with Benefiber and FOS	54082		1.26 oz	24	72	\$27.59	1 Case	\$1,986.15	2 Days
12	Carnation Instant Breakfast No sugar - Var. Pack	38940		8 oz	24	24	\$18.55	1 Case	\$445.17	2 Days
13	Carnation Instant Breakfast Lactose Free	53052		8.1 oz	27	24	\$32.27	1 Case	\$774.44	2 Days
14	Carnation Instant Breakfast Juice Drink	53462	Enlive Mix Berry	8 oz	24	24	\$55.12	1 Case	\$1,322.93	2 Days
15	Complete	140100		8 oz	24	24	\$72.24	1 Case	\$1,733.85	2 Days
16	Diabetsource AC	50462	Ensure Choc	8 oz	24	24	\$17.23	1 Case	\$413.56	2 Days
17	Enrich	51892	Ensure Choc	8 oz	24	24	\$17.23	1 Case	\$413.56	2 Days
18	Ensure Butter Pecan	50462	Ensure Choc	8 oz	24	24	\$17.23	1 Case	\$413.56	2 Days
19	Ensure Chocolate Mint	51738	Ensure Choc	8 oz	24	24	\$17.23	1 Case	\$413.56	2 Days
20	Ensure Chocolate	51892	Ensure Choc	8 oz	24	24	\$17.23	1 Case	\$413.56	2 Days
21	Ensure Eggnog	50848	Ensure BCP	8 oz	24	24	\$17.23	1 Case	\$413.56	2 Days
22	Ensure Orange Cream	50648	Ent Straw/Cream	8 oz	24	24	\$19.57	1 Case	\$469.76	2 Days
23	Ensure Plus Eggnog	51740	ENS+ BCP	8 oz	24	24	\$19.57	1 Case	\$469.76	2 Days
24	Ensure Plus Coffee	50464	ENS+Van	8 oz	24	24	\$19.57	1 Case	\$469.76	2 Days
25	Ensure Plus Vanilla	50464	ENS+Van	8 oz	24	24	\$19.57	1 Case	\$469.76	2 Days
26	Ensure Plus HN	54848		4 oz	12	48	\$36.06	1 Case	\$1,730.93	2 Days
27	Ensure Pudding, Butterscotch	54846		4 oz	12	48	\$36.06	1 Case	\$1,730.93	2 Days
28	Ensure Pudding, Chocolate	54846		4 oz	12	48	\$36.06	1 Case	\$1,730.93	2 Days
29	Ensure Pudding, Tapioca	54844		4 oz	12	48	\$36.06	1 Case	\$1,730.93	2 Days
30	Ensure Pudding, Vanilla	50648		8 oz	24	24	\$17.23	1 Case	\$413.56	2 Days
31	Ensure Strawberry	50460		8 oz	24	24	\$18.52	1 Case	\$444.59	2 Days
32	Ensure Vanilla	52100		8 oz	24	24	\$20.09	1 Case	\$482.05	2 Days
33	Ensure High Protein	16056		8 oz	24	24	\$16.59	1 Case	\$398.05	2 Days
34	Ensure Fiber with FOS, Nutren 1.0 Fiber	183500		8 oz	24	24	\$21.12	1 Case	\$506.93	2 Days
35	Fibersource HN	186600	Resource Wild Berry	8 oz	27	4	\$27.52	1 Case	\$110.10	2 Days
36	Fibersource	186200	Resource Orange	8 oz	27	4	\$27.52	1 Case	\$110.10	2 Days
37	Forta Drink Orange	51892	Ensure BCP	8 oz	24	4	\$17.23	1 Case	\$68.93	2 Days
38	Forta Shake Eggnog	50648	Ens Straw	8 oz	24	4	\$17.23	1 Case	\$68.93	2 Days
39	Forta Shake Strawberry	50460	Ens Van	8 oz	24	4	\$17.23	1 Case	\$68.93	2 Days
40	Forta Shake Vanilla	50462	Ensure Choc	8 oz	24	10	\$17.23	1 Case	\$172.32	2 Days
41	Forta Shake Chocolate	50240		8 oz	24	24	\$41.77	1 Case	\$1,002.44	2 Days
42	Glucerna	51206		1000 ml	8	8	\$71.65	1 Case	\$573.17	2 Days
43	Glucerna Ready - To - Hang	283300	Glucosolve	22.6g	56	24	\$68.82	1 Case	\$1,651.61	2 Days
44	Glucosorb	16275		8 oz	24	24	\$32.20	1 Case	\$772.68	2 Days

VENDOR: Grove Medical, Inc.

SUPFOOD10 - PRICING PAGES

6/18/2010

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
54	Impact Advanced Recovery	368100		8.02	24	24	\$150.67	1 Case	\$3,616.10	2 Days
55	Isocal, Isocal HN	164500	Isosource HN	8.02	24	24	\$20.09	1 Case	\$482.05	2 Days
56	Isosource 1.5	181500		802	24	24	\$26.78	1 Case	\$642.73	2 Days
57	Isosource, Isosource HN	184500		802	24	24	\$20.09	1 Case	\$482.05	2 Days
58	Isosource VHN	187500		802	24	24	\$23.88	1 Case	\$573.07	2 Days
59	Jevity	143		802	24	24	\$23.48	1 Case	\$563.41	2 Days
60	Jevity Plus	53118		802	24	24	\$28.35	1 Case	\$680.49	2 Days
61	Jevity Ready - To - Hang	682		1000ml	8	8	\$37.21	1 Case	\$297.66	2 Days
62	-Emental, Juven	58012		.8502	180	56	\$83.09	1 Case	\$4,652.78	2 Days
63	Lotenlac					6	\$0.00	1 Case	\$0.00	2 Days
64	1-Valix-1	51136		14.10z	6	6	\$246.73	1 Case	\$1,480.39	2 Days
65	Mentene, Chocolate	50466	ENS + Choc	8.02	24	1	\$19.57	1 Case	\$19.57	2 Days
66	Mentene, Strawberry	50646	ENS + Straw	8.02	24	1	\$19.57	1 Case	\$19.57	2 Days
67	Mentene, Vanilla	50464	ENS + Van	8.02	24	1	\$19.57	1 Case	\$19.57	2 Days
68	Mentene, Milk Chocolate	50464	ENS + Choc	8.02	24	1	\$19.57	1 Case	\$19.57	2 Days
69	MCT Oil	036513		CS 6	1	1	\$352.90	1 Case	\$352.90	2 Days
70	Microflid	8702		3oz	CS48	1	\$102.00	1 Case	\$102.00	2 Days
71	Milupa PKU 2	689346		500g	Can	2	\$226.83	1 Case	\$453.66	2 Days
72	MSUD Maxamaid	117781		Can	CS 6	4	\$73.17	1 Case	\$292.68	2 Days
73	MSUD Maxamum	117789		Can	CS 6	4	\$115.85	1 Case	\$463.41	2 Days
74	Nepro - Vanilla	53624		802	24	24	\$66.16	1 Case	\$1,587.80	2 Days
75	Novasource 2.0	180100	Resource 2.0	802	27	24	\$31.29	1 Case	\$751.02	2 Days
76	Novasource Pulmonary	16480	Nutren Pulm	802	24	24	\$48.43	1 Case	\$1,162.24	2 Days
77	Novasource Renal	351100		802	27	24	\$72.44	1 Case	\$1,738.54	2 Days
78	Nubasics 2.0 Vanilla	54082	CIB	.705 oz	24	24	\$30.24	1 Case	\$725.76	2 Days
79	Nubasics Drink Choc Swift	54082	CIB	.705 oz	24	24	\$30.24	1 Case	\$725.76	2 Days
80	Nubasics Drink Strawberry Burst	54082	CIB	.705 oz	24	24	\$30.24	1 Case	\$725.76	2 Days
81	Nubasics Drink Vanilla Swift	54082	CIB	.705 oz	24	24	\$30.24	1 Case	\$725.76	2 Days
82	Nubasics Soup, Chicken	54082	CIB	.705 oz	24	24	\$30.24	1 Case	\$725.76	2 Days
83	Nubasics Soup, Tomato	54082	CIB	.705 oz	24	24	\$30.24	1 Case	\$725.76	2 Days
84	Nutren 1.0 w/Fiber UltraPak	16056		802	24	6	\$20.09	1 Case	\$120.51	2 Days
85	Nutren ProBalance, Jevity 1.2 Cal	53118	Jevity 1.2	802	24	24	\$28.35	1 Case	\$680.49	2 Days
86	Nutren 1.5, Jevity 1.5 Cal	16220	Nutren 1.5	802	24	24	\$26.44	1 Case	\$634.54	2 Days
87	Nutren 2.0 TwoCal HN	729	Two Cal HN	802	24	24	\$25.91	1 Case	\$621.95	2 Days
88	NutriVent - Vanilla	16480	Nutren Pulm	802	24	24	\$48.43	1 Case	\$1,162.24	2 Days
89	Optimental, Peplamen	16280	Peplamen	802	24	24	\$116.16	1 Case	\$2,787.80	2 Days
90	Orsmolite HN Ready - To - Hang	53122		1000ml	8	8	\$42.68	1 Case	\$341.46	2 Days
91	Orsmolite Ready - To - Hang	00668		1000ml	8	8	\$32.76	1 Case	\$262.05	2 Days
92	Oxepa, Nutrivent, Pulmocare	00699		802	24	24	\$35.67	1 Case	\$856.10	2 Days
93	Oxepa, Nutrivent, Pulmocare	50087		802	32	8	\$1.43	1 Bottle	\$11.42	2 Days
94	Pedialyte (Unflavored) RTF	59882		2oz	48	8	\$1.47	1 Case	\$11.42	2 Days
95	Peplamen 1.5	18190		802	24	24	\$174.37	1 Case	\$4,184.78	2 Days
96	Peplamen, Peplamen with Prebio	18185	Peplamen w/prebio	802	24	24	\$120.54	1 Case	\$2,892.88	2 Days
97	Peplimenx Vanilla	371400		802	24	24	\$115.90	1 Case	\$2,781.66	2 Days
98	Peplimenx DT	370100		802	24	24	\$131.56	1 Case	\$3,157.46	2 Days
99	Peptidex with Prebiotics					24	\$0.00	1 Case	\$0.00	2 Days
100	Perative	50628		802	24	24	\$92.54	1 Case	\$2,220.88	2 Days
101	Periflex, Orange/Pineapple	11401		CS 4	CS 4	1	\$200.00	1 Case	\$200.00	2 Days
102	Periflex, Unflavored	118308		CS 6	CS 6	1	\$300.00	1 Case	\$300.00	2 Days
103	Phenex - 1	51120		CS 6	CS 6	6	\$141.07	1 Case	\$846.44	2 Days
104	Phenex - 2	51122		CS 6	CS 6	6	\$277.02	1 Case	\$1,662.15	2 Days
105	Phenyl - Free Powder					6	\$0.00	1 Case	\$0.00	2 Days
106	Phlexy 10	11981		7g		6	\$39.02	1 Case	\$0.00	2 Days

VENDOR: Grove Medical, Inc.

SUPFOOD10 - PRICING PAGES

6/18/2010

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
107	ProBalance UltraPak	185201	Fibersource HN	1000ml	6	6	\$27.56	1 Case	\$165.37	2 Days
108	Product 3200 AB					6	\$0.00	1 Case	\$0.00	2 Days
109	Product 80056					6	\$0.00	1 Case	\$0.00	2 Days
110	Promod Powder	59721	Promod liquid	32oz	6	6	\$131.96	1 Case	\$791.78	2 Days
111	Promod Pro-Stal	10064			6	6	\$19.93	1 Case	\$119.56	2 Days
112	Promote with Fiber, Nutren Replete Fiber	16245		8oz	24	6	\$27.05	1 Case	\$162.29	2 Days
113	Pro - Pree					6	\$0.00	1 Case	\$0.00	2 Days
114	Propriex					6	\$0.00	1 Case	\$0.00	2 Days
115	Pulmocare Ready - To - Hang	51204		1000ml	6	6	\$79.27	1 Case	\$475.61	2 Days
116	Pulmocare Strawberry	00699	Pulmocare Van	8oz	24	24	\$35.67	1 Case	\$856.10	2 Days
117	Pulmocare Vanilla	00699		8oz	24	24	\$35.67	1 Case	\$856.10	2 Days
118	Pulmocare Vanilla RTU	51204		1000ml	6	24	\$79.27	1 Case	\$1,902.44	2 Days
119	Replete w/FiberPak	16245		8oz	24	6	\$27.05	1 Case	\$162.29	2 Days
120	Resource Arginaid EXTRA	196600		8oz	27	24	\$42.30	1 Case	\$1,015.32	2 Days
121	Resource Diabetic TF	349300		8oz	27	24	\$34.77	1 Case	\$834.44	2 Days
122	Resource DiabetShield	349100		8oz	27	24	\$34.77	1 Case	\$834.44	2 Days
123	Resource Fruit Beverage	186200		8oz	27	24	\$27.52	1 Case	\$660.59	2 Days
124	Resource Support					24	\$0.00	1 Case	\$0.00	2 Days
125	Resource Arginaid	359840		.32oz	56	56	\$42.54	1 Case	\$2,382.05	2 Days
126	Resource BeneCalorie	282500		1.5oz	24	24	\$26.01	1 Case	\$624.29	2 Days
127	Resource Benefiber	282300		4g	75	75	\$24.90	1 Case	\$1,867.58	2 Days
128	Resource BeneProtein Instant Protein Powder	284100		8oz	6	6	\$0.00	1 Can	\$0.00	2 Days
129	Resource Glutassolve	283300	Glutassolve	22.6g	56	24	\$68.82	1 Case	\$1,651.61	2 Days
130	Subdue (Flavored)	371400	Pepitex	8oz	24	24	\$115.90	1 Case	\$2,781.66	2 Days
131	Subdue Plus	371300	Pepitex 1.5	8oz	27	24	\$165.74	1 Case	\$3,977.85	2 Days
132	Tolerex					60	\$0.00	1 Case	\$0.00	2 Days
133	TraumaCal					24	\$0.00	1 Case	\$0.00	2 Days
134	TwoCal HN Butter Pecan	54064		8oz	24	24	\$25.91	1 Case	\$621.95	2 Days
135	TwoCal HN Vanilla	729		8oz	24	24	\$25.91	1 Case	\$621.95	2 Days
136	Yrex - 2					6	\$0.00	1 Case	\$0.00	2 Days
137	UCD - 1					5	\$0.00	1 Case	\$0.00	2 Days
138	UltraCal	185500	Fibersource HN	8oz	24	12	\$21.12	1 Case	\$253.46	2 Days
139	Vivonex Plus	071298		48.5g	36	36	\$239.85	1 Case	\$8,634.73	2 Days
140	Vivonex RTF	362500		8oz	24	24	\$126.72	1 Case	\$3,041.27	2 Days
141	Vivonex T.E.N.	071274		80.4	60	60	\$392.39	1 Case	\$23,543.41	2 Days
142	Wheat Starch									
143	XP Maxamaid, Orange	12357		454g	4	1	\$175.61	1 Case	\$175.61	2 Days
144	XP Maxamaid, Unflavored	12358		454g	4	1	\$175.61	1 Case	\$175.61	2 Days
145	XP Maxamum, Orange	12301		454g	4	1	\$279.27	1 Case	\$279.27	2 Days
146	XP Maxamum, Unflavored	12302		454g	4	1	\$279.27	1 Case	\$279.27	2 Days
147	XPHEN, TYR Maxamaid	12362		454g	4	1	\$301.22	1 Case	\$301.22	2 Days
148	Subdue Liquid Rich Chocolate									
149	Subdue Liquid Unflavored									
150	Subdue Liquid Chocolate Almond									
151	Subdue Liquid Orange Vanilla									
152	Subdue Liquid Kangaroo Redl Feed									
153	Subdue									
154	Kindercal, Vanilla	58220	Pedasure/Van	8oz	24	24	\$41.29	1 Case	\$991.02	2 Days
155	Kindercal, Vanilla w/Fiber	58220	Pedasure/Van	8oz	24	24	\$41.29	1 Case	\$991.02	2 Days
156	Kindercal, Chocolate	58220	Pedasure/Van	8oz	24	24	\$41.29	1 Case	\$991.02	2 Days
157	Kindercal TF, Vanilla	58220	Pedasure/Van	8oz	24	24	\$41.29	1 Case	\$991.02	2 Days
158	Kindercal TF, Vanilla w/Fiber	58220	Pedasure/Van	8oz	24	24	\$41.29	1 Case	\$991.02	2 Days
159	Kindercal TF, Fiber Isotonic, Vanilla	58220	Pedasure/Van	8oz	24	24	\$41.29	1 Case	\$991.02	2 Days

VENDOR: Grove Medical, Inc.

SUPFOOD10 - PRICING PAGES

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
160	Kinderceral TF, Isotonic, Vanilla	58220	Pediasure/Van	8oz	24	24	\$41.29	1 Case	\$991.02	2 Days
161	Ultrasal HN Plus	186500	Fibersource HN	8oz	24	6	\$21.12	1 Case	\$126.73	2 Days
162	Vivonex Pediatric	071310		48.5g	36	36	\$164.20	1 Case	\$5,911.02	2 Days
163	Isocal HN Plus	184500	IsoSource HN	8oz	24	6	\$20.09	1 Case	\$120.51	2 Days
164	Nutren Junior	16062		8oz	24	24	\$30.90	1 Case	\$741.66	2 Days
165	Nutren Junior Fiber	16063		8oz	24	24	\$33.22	1 Case	\$797.27	2 Days
166	PediaSure	58220	Pediasure/Van	8oz	24	24	\$41.29	1 Case	\$991.02	2 Days
167	PediaSure Enteral Formula with Fiber	58220	Pediasure/Van	8oz	24	24	\$41.29	1 Case	\$991.02	2 Days
168	Pepplamen Junior	16283		8oz	24	24	\$115.65	1 Case	\$2,779.51	2 Days
169	Pepplamen Junior with Prebio	16261		8oz	24	24	\$118.99	1 Case	\$2,855.71	2 Days
170	Pediatric Pepplnex DT	370100		8oz	24	24	\$118.40	1 Case	\$2,841.66	2 Days
171	Pediatric Pepplnex DT with Fiber	370100		8oz	24	24	\$118.40	1 Case	\$2,841.66	2 Days
172	Proclain	16245	Nutren Replete	8oz	24	6	\$27.05	1 Case	\$162.29	2 Days
173	Complete Pediatric	142100		8oz	24	24	\$45.59	1 Case	\$1,094.05	2 Days
174	Choice DM TF	356000	Resource Diab	8oz	24	6	\$21.10	1 Case	\$126.59	2 Days
175	Choice DM	356000	Resource Diab	8oz	24	48	\$21.10	1 Case	\$1,012.68	2 Days
176	ADVERA (Novartis)									
177	ADVERA Extra Orange Burst	196600		8oz	27	48	\$42.30	1 Case	\$2,030.63	2 Days
178	Deliver 2.0	180100	Resource 2.0	8oz	27	48	\$31.29	1 Case	\$1,502.05	2 Days
179	Boost Pudding Van 5 oz cans	094503		5oz	48	54	\$41.21	1 Case	\$2,226.20	2 Days
180	Boost Pudding Choc 5 oz cans	094603		5oz	48	64	\$41.21	1 Case	\$2,637.27	2 Days
181	Resource Just for Kids 1.5 Cal	331900		8oz	27	24	\$48.68	1 Case	\$1,168.39	2 Days
182	Resource Just for Kids 1.5 Cal with Fiber	332000		8oz	27	24	\$51.00	1 Case	\$1,224.00	2 Days
183	Resource Just for Kids with Fiber	331400		8oz	27	27	\$37.09	1 Case	\$1,001.30	2 Days
184	Resource Just for Kids	331100		8oz	27	27	\$34.77	1 Case	\$938.74	2 Days
									\$193,062.07	
Delivery Charge - Orders under \$200.00										
Contract Coordinator: Rob Mays										
Address: 1089 Park West Blvd										
Greenville, S.C. 29611										
Phone: 864-272-1549										
Fax: 864-272-1569										
Email: rohm@grovemedical.com										

RFQ No. SupFood 10

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING 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 owed 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Grove Medical, Inc.

Authorized Signature: Robert R. Maple Date: 6/21/10

State of South Carolina

County of Greenville, to-wit:

Taken, subscribed, and sworn to before me this 21 day of June, 2010.

My Commission expires 12-3, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC Joan J. King

