



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.  
**SUPF00D07**

PAGE  
**1**

BLANKET RELEASE  
**00**

CORRECT PURCHASE ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS PUR-  
 CHASE ORDER SHOULD BE DIRECTED  
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

INVOICE TO

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

**AGENCY COPY**

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	
06/14/2007		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	07/01/2007	EA	393-47		0.00000		
<p>BLANKET OPEN-END STATEWIDE CONTRACT</p> <p>THIS BLANKET OPEN-END 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 04/19/2007            ALL SPECIFICATIONS AND ADDENDA THERETO.            VENDOR'S BID DATED 06/05/2007</p> <p>PRICING SHALL BE PER THE ATTACHED PRICING PAGES.</p> <p>VENDOR'S CONTACT INFORMATION:            ROBERT MAYS            1089 PARK WEST BLVD.            GREENVILLE, SC 29611            PHONE: 864-269-0283            FAX: 864-220-1745            E-MAIL: ROBM@GROVEMEDICAL.COM</p>							
<p>PURCHASING DIVISION            CERTIFIED ENCUMBERED            JUN 22 2007  <i>Beverly Toler</i></p>							
<p>IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/> <i>6/15/07</i></p>							
						OPEN END	
						TOTAL	
						304-558-8802	

*George Wayfield*

JO ANN ADKINS

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]*  
 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 or Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor / contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	EXHIBIT 3						
	<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON JULY 1, 2007 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE</p>						

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

TOTAL

JO ANN ADKINS

304-558-8802

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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	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 SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
	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.)						
	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.						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
						TOTAL	

JO ANN ADKINS

304-558-8802

BY \_\_\_\_\_  
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<p><b>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</b></p> <p><b>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.</b></p>							

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## SUPFOOD07 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.

## SUPFOOD07 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.
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  
CONTRACT PRICING PAGE

July 01, 2007

Item #	Description	GROVE MEDICAL				
		Stock #	No. Ounces / Container	Case Qty	Case Price	Minimum Order
1	Boost Chocolate	167517	8oz	24	\$16.88	1 CS
2	Boost Strawberry	167617	8oz	24	\$16.88	1 CS
3	Boost Vanilla	167417	8oz	24	\$16.88	1 CS
4	Boost w/Fib Chocolate	195202	8oz	24	\$29.59	1 CS
5	Boost w/Fib Vanilla	195104	8oz	24	\$29.59	1 CS
6	Boost Vanilla Plus	193111	8oz	24	\$18.13	1 CS
7	Boost High Protein Drink	194107	8oz	24	\$20.40	1 CS
8	Boost Plus	193210	8oz	24	\$18.13	1 CS
10	Boost Diabetic	360100	8oz	27	\$28.66	1 CS
11	Carnation Instant Breakfast No sugar - Var. Pack	540829	1.26 oz		\$25.20	1 CS
12	Carnation Instant Breakfast Var. Pack	530523	1.26 oz		\$33.40	1 CS
13	Carnation Enlive Instant Breakfast Juice Drink	54775	8oz	24	\$33.08	1 CS
14	Compleat	140100	250ml		\$57.20	1CS
15	Ensure Butter Peacan	51892	8oz	24	\$19.96	1 CS
16	Ensure Chocolate	50462	8oz	24	\$19.96	1 CS
17	Ensure Coffee	51738	8oz	24	\$19.96	1 CS
18	Ensure Eggnog	51744	8oz	24	\$19.96	1 CS
19	Ensure Plus Chocolate	50466	8oz	24	\$22.54	1 CS
20	Ensure Plus Coffee	51740	8oz	24	\$22.54	1 CS
21	Ensure Plus Eggnog	51742	8oz	24	\$22.54	1 CS
22	Ensure Plus Strawberry	50646	8oz	24	\$22.54	1 CS
23	Ensure Plus Vanilla	50464	8oz	24	\$22.54	1 CS
24	Ensure Plus HN	00681	1.0lt	24	\$39.06	1 CS
25	Ensure Pudding, Butterscotch	64848	4oz	24	\$39.48	1 CS
26	Ensure Pudding, Chocolate	54846	4oz	24	\$39.48	1 CS
27	Ensure Pudding, Vanilla	54844	4oz	24	\$39.48	1 CS
28	Ensure Strawberry	50648	8oz	24	\$19.96	1 CS
29	Ensure Vanilla	50460	8oz	24	\$19.96	1 CS
30	Ensure High Protein	52100	8oz	24	\$21.25	1 CS
31	Ensure Fiber with FOS, Nutren 1.0 Fiber	50650	8oz	24	\$21.25	1 CS
32	Fibersource	183500	250ml	24	\$21.06	1 CS
33	Fibersource HN	185500	250ml	24	\$20.35	1 CS
34	Glucerna	50240	8oz	24	\$43.75	1 CS
35	Glucerna Ready - To - Hang	51206	1.0lt	24	\$71.25	1 CS
36	Glucerna RTU	51206	8oz	24	\$71.25	1 CS
37	Glytrol Vanilla	Use description	250ml	24	\$23.40	1 CS
38	Impact Advanced Recovery	195500	250ml	24	\$73.13	1 CS
39	Isocal, Isocal HN	184500	250ml	24	\$19.34	1 CS
40	Isosource 1.5	181500	250ml	24	\$19.76	1 CS
41	Isosource, Isosource HN	182500	250ml	24	\$17.55	1 CS
42	Isosource VHN	187500	250ml	24	\$22.08	1 CS
43	Jevity	00143	8oz	24	\$27.85	1 CS
44	Jevity Plus	53118	1.0lt	24	\$33.41	1 CS
45	Jevity Ready - To - Hang	00602	8oz	24	\$43.59	1 CS
46	MCT Oil	365130	8oz	24	\$307.50	1 CS
47	Nepro - Vanilla	50632	8oz	24	\$73.39	1 CS
48	Novasource 2.0	180100	8oz	24	\$21.05	1 CS
49	Novasource Pulmonary	188500	250ml	24	\$39.00	1 CS
50	Novasource Renal	351100	8oz	24	\$61.10	1 CS
51	NuBasics 2.0 Vanilla	Use description	250ml	24	\$14.49	1 CS
52	NuBasics Drink Choc. Swirl	Use description	250ml	24	\$14.49	1 CS





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RECEIPT TICKET FOR PURCHASE ORDER: SUPFOOD07							
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001		393-47		SUPPLEMENTAL FOOD		_____	_____
SIGNATURE _____				DATE _____			
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