



10/16/2008

John Abbott
State of West Virginia
Division of Veterans Affairs

Dear John,

First and foremost, I would like to thank you for the opportunity to submit application for approved vendor status for nursing staffing services.

The vision of RNurgency is to be the preferred and premier partner to healthcare institutions for advanced medical staffing management solutions. Underpinning this vision is our mission is to improve the delivery, quality and cost of staffing and the management thereof for the healthcare industry. This mission will be realized through the development and implementation of RNurgency's business objectives:

1. *No buy-out fee charged to our participating hospitals when hiring an RNurgency employee.*
2. *Competitive Rates.*
3. *Late Call out Clause: For example, if our employee calls out prior to 2 hours before their shift begins, we will reimburse our participating hospital for 2 hours at the regular bill rate.*
4. *Vendor Management System offered at no cost to participating facilities.*
5. *Simplify medical staff scheduling management by deploying innovative tools and processes for all levels of users.*
6. *Capture and present required information for medical staff scheduling management in a relevant and easy to use manner.*
7. *Reduce the cost associated with current models for medical staff scheduling management.*

The proof statement by which to measure the success of RNurgency will be that of delighting our customers, delivering high value to our shareholders and motivating our employees towards loyalty, growth and excellence.

I thank you in advance for your consideration of our RNurgency's application. As you review RNurgency's application, we ask that you afford us the opportunity to deliver value to the State of West Virginia and the Division of Veterans Affairs. Please don't hesitate to call me with any questions or additional needs. Should you choose to move forward with RNurgency, Inc., we will look forward to creating a partnership that is of mutual benefit.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Moes', is written over the typed name.

David Moes, RN BSBA
Vice President, RNurgency

RECEIVED

2008 OCT 20 A 9:21

PROCUREMENT 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
VNF09C008

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE
R Nurgency, Inc
1350 SE MAXWELL Road, Suite 103
CARY, NC 27511

SHIP TO

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY
 ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/01/2008				

BID OPENING DATE: **10/23/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		964-65		
<p>NURSE PERSONNEL</p> <p>OPEN-END CONTRACT TO PROVIDE NURSING STAFF TO THE WEST VIRGINIA VETERANS NURSING FACILITY, CLARKSBURG, WV, PER THE SPECIFICATIONS.</p> <p>SITE VISITS: SITE VISITS MAY BE CONDUCTED BY CONTACTING SUSAN KRAFT AT 304-626-1602 EXT. 2015. VISITS SHOULD BE CONDUCTED PRIOR TO 10/16/08.</p> <p>EXHIBIT 3</p> <p>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.</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,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John M. B...</i>	TELEPHONE <i>919-86-0344</i>	DATE <i>10/9/2008</i>
TITLE <i>Vice President</i>	FEIN <i>26-0885734</i>	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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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
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PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**JOHN ABBOTT
 304-558-2544**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
*R. W. Arzenoy, Inc
 1350 SE. MAYNARD Road Suite 103
 Cary, NC 27511*

SHIP TO

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY
 ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/01/2008				

BID OPENING DATE: **10/23/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</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 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 MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John Abbott</i>	TELEPHONE 919-810-0344	DATE 10-9-2008
TITLE <i>Vice President</i>	FEIN 26-0885734	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
VNF09C008

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN ABBOTT
 304-558-2544**

ADDRESS

RFQ COPY
 TYPE NAME/ADDRESS HERE
RNurgency, Inc
1350 SE. MAYNARD Road, Suite 103
CARY, NC 27511

SHIP TO

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY
 ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED 10/01/2008	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **10/23/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED 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. 04/11/2001</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: JOHN ABBOTT</p> <p>RFQ. NO.: VNF09C008</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John Abbott</i>	TELEPHONE 917-870-0344	DATE 10/9/2008
TITLE <i>Vice President</i>	FEIN 26-0885734	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
VNF09C008

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
RN Urgency, Inc
1350 S.E. MAYNARD Road, Suite 103
CARY, NC 27511

SHIP TO

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY
 ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301
 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/01/2008				

BID OPENING DATE: **10/23/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				BID OPENING DATE:	10/23/08	
				BID OPENING TIME:	1:30 PM	
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		
				----- <i>866-854-6138</i> -----		
				CONTACT PERSON (PLEASE PRINT CLEARLY):		
				----- <i>DAVID MOES, Vice President</i> -----		
				***** THIS IS THE END OF RFQ VNF09C008 ***** TOTAL: _____		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>David Moe</i>	TELEPHONE <i>919-810-0344</i>	DATE <i>10/9/2008</i>
TITLE <i>Vice President</i>	FEIN <i>26-1885734</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

RFQ# VNF09C008 Nursing Staffing Services**Purpose**

The purpose of this Request for Quotation (RFQ) is to provide Nursing Staffing Services to the WV Veterans Nursing Facility.

The WV Veterans Nursing Facility is located at One Freedoms Way, Clarksburg, WV 26301. The WV Veterans Nursing Facility is a 120 bed nursing facility for Veterans, with the potential of 20 beds for Special Needs Veterans.

Vendor Responsibilities

Provide hourly rates that are inclusive of all federal, state, and local withholding taxes, social security & Medicare taxes, as well as all unemployment compensation, workers compensation, general, and professional liability premiums.

Pricing to include all hiring costs incurred by Vendor, such as background checks and drug screening.

Vendor is responsible for listing hours of operation and listing Holidays.

Vendor will provide fully licensed and qualified healthcare professionals to accommodate Agency needs.

Vendor shall provide healthcare staffing as requested by Agency on a day-to-day or week-to-week basis. Assignments also may be made for a specified period of time as agreed upon in writing.

Vendor will provide timesheets for staff, which will be signed by Agency Nursing Supervisor or DON. A copy of the time sheet will be submitted with invoice.

Vendor shall be responsible for all federal, state, and local withholding taxes, worker's compensation, social security, unemployment, and any other obligation imposed on the Vendor as employer of nursing staff.

Vendor shall carry general liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate coverage and comprehensive professional liability insurance with respect to its business and its employment of staff in the amount of \$1 million per occurrence and \$3 million aggregate coverage. Vendor shall provide Agency with a Certificate of Insurance upon execution of this agreement.

Vendor shall provide Agency with information on each staff according to State & Federal standards, including application and skills checklist; CPR certification; references; confidentiality agreement; and other reasonably requested documents such as current physical examination, immunization records, negative 9 panel drug screening and licensure confirmation. No nurse providing services under this agreement will have been investigated by a Board of Nursing or currently is the subject of an investigation by a Board of Nursing.

Vendor shall provide Agency current negative criminal background checks documentation on all individuals to provide services under this agreement. Healthcare Staff will comply with all Client Facility appearance and demeanor standards. Agency reserves the right to terminate the presence of a nurse at the Agency when it is determined not to be in the best interest of resident care.

Vendor shall ensure the following representations regarding the staff to be provided:

- a. Have required training and educations
- b. Possess a current valid professional license/certification in West Virginia
- c. Carry an original current CPR card.
- d. Have proof of recent clinical experience in nursing home care.

- e. Meet current Agency immunization requirements.

Duties and Responsibilities of Agency

- A. Agency will notify Vendor of the number and specialty of staff needed for a shift or an assignment at least five (5) hour prior to the start of the shift or assignment, the date of each such shift or assignment, and the shift to be worked.
- B. Vendor staff shall work under Agency's supervision. Agency shall be solely responsible to provide each staff with day-to-day guidance in the execution of staff's professional responsibilities at the Agency.
- C. If the Agency shall cancel any shift, it shall notify the Vendor of such cancellation no less than six (6) hours prior to the scheduled start of the shift.
- D. The Agency shall provide safe and reasonable parking to all Vendor staff working at the Agency.
- E. The Agency will not allow any nurse who has worked at the Agency to return and work through another staffing agency for a period of one year after the last shift worked through the Vendor.
- F. The Agency warrants that it has implemented a blood-borne pathogen exposure control plan that meets the requirements of OSHA rule 29CFR; Part 191.1030 and that all staff are subject to the program. The Agency shall provide staff with protective clothing and safety materials when blood-borne pathogens exist. Agency shall notify the Vendor of any exposure by the Vendor's staff to a blood-borne pathogen. Vendor shall provide for post-exposure medical evaluation and follow-up.

Invoices and Payments

The vendor shall submit monthly invoices, in arrears, on a monthly basis, to the Business Office at the WV Veterans Nursing Facility for all services provided pursuant to the terms of the contract. For tracking purposes only, the Vendor will provide the Agency a monthly spreadsheet to complete hours worked. These spreadsheets are collected monthly by the Business Office. The Agency reserves the right to reject any or all invoices for which proper documentation has

not been provided. The vendor will be notified within ten (10) working days of any invoice deficiencies.

State law forbids payment of invoices prior to receipt of services.

Registered Nurse's Shifts

7AM – 3PM (Weekdays Monday-Friday)

40 hours x \$ 53 = \$ 2120 (Extended total)

3PM – 11PM (Weekdays Monday-Friday)

40 hours x \$ 53 = \$ 2120 (Extended total)

11PM – 7AM (Weekdays Monday-Friday)

40 hours x \$ 53 = \$ 2120 (Extended total)

11PM Friday to 7AM Monday (Weekend Shifts)

40 hours x \$ 53 = \$ 2120 (Extended total)

Holiday Shifts starting the night before at 11PM

40 hours x \$ 53 = \$ 2120 (Extended total)
 $\frac{79.50}{3180}$

Overtime rate

40 hours x \$ 79.50 = \$ 3180 (Extended total)

14840.00

Licensed Practical Nurse's Shifts

7AM – 3PM (Weekdays Monday-Friday)

40 hours x \$ 35 = \$ 1400 (Extended total)

3PM – 11PM (Weekdays Monday-Friday)

40 hours x \$ 35 = \$ 1400 (Extended total)

11PM – 7AM (Weekdays Monday-Friday)

40 hours x \$ 35 = \$ 1400 (Extended total)

11PM Friday to 7AM Monday (Weekend Shifts)

40 hours x \$ 35 = \$ 1400 (Extended total)

Holiday Shifts starting the night before at 11PM

40 hours x \$ ~~52.5~~ 52.5 = \$ 2100 (Extended total)

Overtime rate

40 hours x \$ 52.50 = \$ 2100 (Extended total)

9800⁰⁰

Certified Nursing Assistant's Shifts

7AM – 3PM (Weekdays Monday-Friday)

40 hours x \$ 24 = \$ 960 (Extended total)

3PM – 11PM (Weekdays Monday-Friday)

40 hours x \$ 24 = \$ 960 (Extended total)

11PM – 7AM (Weekdays Monday-Friday)

40 hours x \$ 24 = \$ 960 (Extended total)

11PM Friday to 7AM Monday (Weekend Shifts)

40 hours x \$ 24 = \$ 960 (Extended total)

Holiday Shifts starting the night before at 11PM

40 hours x \$ 36 = \$ 1440 (Extended total)

Overtime rate

40 hours x \$ 36 = \$ 1440 (Extended total)
6720⁰⁰**Grand Total** \$ 31360⁰⁰

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: 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, Bidder is a partnership, association or corporation resident vendor and 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 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, Bidder is a 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; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: 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; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: 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 Bidder's 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; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

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.

Bidder: [Signature] Date: 10/9/2008 Signed: [Signature] Title: Vice President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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 is in compliance with the requirements as stated.

Vendor's Name: Emergency, LLC

Authorized Signature: [Signature] Date: 10/9/2008