

knowledge
reliability
service

RECEIVED

200 AUG 19 P 12:45

MASTING DIVISION
STATE OF NY

FAX COVER SHEET

No. 1998

Alt: Robert Wagner Fax: 304-559-3970

To: Health and Human Resources Date: 8/19/2010

Re: BPHDSDC - Hemophilia Program

From: Walter Silianny III Total Pages: 11

Re: REQ NUMBER - EHP11033 CC:

- URGENT
- FOR REVIEW
- PLEASE COMMENT
- PLEASE REPLY
- PLEASE RECYCLE

NOTES/COMMENTS:

BUYER : RW/FILE 22
 REQ. NO. : EHP11033
 BID OPENING DATE : 8/19/2010
 BID OPENING TIME : 1:30 PM

8320 X44 30th Terrace, Doral, Florida 33122 T 800 456 7233 T 305 962 2938 F 305 867 5389 www.healthcoalition.com

THIS FACSIMILE COPY HAS BEEN TRANSMITTED AND RECEIVED FOR THE USE OF THE INDIVIDUAL, OR ENTITY NAMED ABOVE. IF THE READER OF THIS FACSIMILE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYER, OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, OR COPYING OF THIS FACSIMILE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY BY TELEPHONE, AND RETURN THE ORIGINAL FACSIMILE TO US.

Aug. 19. 2010 12:43PM





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

Request for Quotation

REQUEST NUMBER: **BHP11033**
 QUANTITY: **1**
 ADDRESS: **ROBERTA WAGNER**
304-558-0067

HEALTH AND HUMAN RESOURCES
 BRH/DSDC - MEMPHIS PROGRAM
 350 CAPITOL STREET, ROOM 111J
 CHARLESTON, WV
 25301-3715 304-558-5358

RFP COPY
 TYPE NAME/ADDRESS HERE

DATE	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	REMARKS
07/19/2010	30 Days				FedEx
02/19/2010					RFD OPENING TIME 01-30PM
0001	970,000 INTERNATIONAL UNITS, FACTOR IX RECOMBINANT	EA	\$101.10	\$97,970.00	OPER- END BLANKET CONTRACT geneRx® NDC: 54384-000X-01 193-08
	PRODUCT SHALL BE SHIPPED ACCORDING TO MANUFACTURER'S SPECIFICATIONS FOR STORAGE.				
	CONTRACT SHALL BE FOR A ONE YEAR PERIOD WITH THE OPTION OF TWO (2) ONE (1) YEAR PERIODS.				
	EXHIBIT 3				
	TYPE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON BOARD..... 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 FORTH ARE FIRM FOR THE LIFE OF THE CONTRACT.				

Director of Sales: **65-0562008** Address changes to be noted above
 Telephone: **305-562-2389** Name: **09/19/2010**

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2018 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER: RFP11033
 QUOTE DEADLINE: 09/19/2010
 ROBERTA WAGNER
 104-558-0067

HEALTH AND HUMAN RESOURCES
 BPH/DSDC - MEMPHILIA PROGRAM
 350 CAPITOL STREET, ROOM 1117
 CHARLESTON, WV
 25301-3715 304-558-5358

REQ COPY
 TYPE NAME/ADDRESS HERE
 Health Coalition, Inc.
 8029 NW 30th Terrace
 Doral, FL 33122

Aug. 19. 2010_12:43PM

ITEM	DESCRIPTION	UNIT	PRICE	AMOUNT
0001	370,000 INTERNATIONAL UNITS, FACTOR IX RECOMBINANT PRODUCT SHALL BE SHIPPED ACCORDING TO MANUFACTURER'S SPECIFICATIONS FOR STORAGE. CONTRACT SHALL BE FOR A ONE YEAR PERIOD WITH THE OPTION OF TWO (2) ONE (1) YEAR PERIODS. EXHIBIT 3 TERM OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD....., 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 TWENTY (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 OTHERWISE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET FORTH ARE FIRM FOR THE TERM OF THE CONTRACT.	EA	193.08 \$1,017.10 \$978,700.00	\$978,700.00

RFQ NUMBER: 65-0083206
 DATE: 08/19/2010
 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods the Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any preference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **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.
 13. **HPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/officeofpurchasing/contracts/baas.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR 8160.103) and will be disclosing Protected Health Information (45 CFR 164.103) to the vendor.
 14. **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/officeofpurchasing/contracts/Confidentiality.pdf>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **ASSIGNMENT:** 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 that 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 renders the final 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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation terms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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 disqualification. Department of Administration, Purchasing Division, 2015 West Virginia Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §149-1-6.5).



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: **HP11033**
 PAGE: **2**

ADDRESS FOR RESPONDENT CONTACT:
ROBERTA WALNER
304-558-0667

HEALTH AND HUMAN RESOURCES
 BPH/DSDC - HEMOPHILIA PROGRAM
350 CAPITOL STREET, ROOM 1117
CHARLESTON, WV
25301-3715 304-558-5358

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Health Coalition, Inc.
 8120 NW 30th Terrace
 Delal, FL 33122

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	FOU DESTINATION	FOU DESTINATION
07/18/2010	30 Days					WV	WV
06/19/2010						WV	WV
<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 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 REQUESTION 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 REQUESTION 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</p>							

Vendor of Sales: **66-0068208** Telephone: **305-652-2983** Date: **08/19/2010**

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED VENDOR ADDRESS CHANGES TO BE NOTED ABOVE



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: **HP11033**
 QUANTITY: **3**

ADDRESS OF SUPPLIER/CONTRACTOR:
ROBERTA WAGNER
804-558-0867

HEALTH AND HUMAN RESOURCES
 BPH/DSDC - HEMOPHILIA PROGRAM
 350 CAPITOL STREET, ROOM 1111
 CHARLESTON, WV 25301-3715 304-558-5358

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Health Coalition, Inc.
 8320 NW 30th Terrace
 Doal, FL 33122

Aug 19, 2010 12:44PM

DATE: 07/19/2010	30 Days	FedEx	FOB Destination WV	01-3-ADD	FOB Destination
SO OPERATIONAL DATE: 08/19/2010					
<p>VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BACKUP COPY: 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>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 8/3/2010. QUESTIONS MAY BE SENT VIA OSPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE THE VENDOR RECEIVES AN ORDER ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY, IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p>					

RFQ NUMBER: **65-0088208**
 DATE: **08/19/2010**
 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	RHP11033
ADDRESS FOR BIDDING/QUOTE RESPONSES	ROBERTA WAGNER R04-558-0067
HEALTH AND HUMAN RESOURCES BPH/DSDC - HEMOPHILIA PROGRAM	350 CAPITOL STREET, ROOM 1117 CHARLESTON, WV 25301-3715 304-558-5158

RFP COPY
 TYPE NAME/ ADDRESS HERE
 Health Careplan, Inc.
 8920 NW 30th Terrace
 Doral, FL 33122

BID OPENING DATE	07/19/2010	REGISTRATION PERIOD	30 Days	RFQ NO.	Federx	RFQ DESTINATION	WV	RFQ DESTINATION	01-309A
REV. 3/88	LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REPOSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REPOSAL IN HIS BID. SUCH REPOSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.								
EXHIBIT 4	NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130								
REV. 3/88	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.								

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

Aug. 19. 2010 12:44PM



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

Request for Quotation

PROJECT NO: **BHP11033** PAGE: **5**

ADDRESS OF CORRESPONDENCE (PLEASE PRINT):
ROBERTA WAGNER
304-558-0067

HEALTH AND HUMAN RESOURCES
 BPH/DBDC - SHEROPHILIA PROGRAM
 350 CAPITOL STREET, ROOM 1111
 CHARLESTON, WV
 304-558-5358

REQ COPY
 TYPE NAME/ADDRESS HERE
 Health Coalition, Inc
 6320 NW 30th Terrace
 Coral, FL 33122

DATE SHIPPED	07/19/2010	DATE OPENED	08/19/2010	SHIP TO	FedEx	SHIP FROM	FOB Destination WV	FOB Destination
BID OPENING DATE	08/19/2010	30 Days						
REQ. NO.	BHP11033							
BID OPENING DATE	8/19/2010							
BID OPENING TIME	1:30 PM							
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-667-5339								
CONTRACT PERSON (PLEASE PRINT CLEARLY): Vukiler Sirkany RI								
PLEASE NOTE: A COMMENCEMENT COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: RW/RTLR 22 BOYER:								

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

DATE: 08/19/2010

PHONE: 304-667-5339

FAX: 65-0082308

ADDRESS CHANGES TO BE NOTED ABOVE



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: RFP11033

PAGES: 6

ADDRESS: PO BOX 50130
 CHARLESTON, WV 25305-0130
 PHONE: 304-558-0067

HEALTH AND HUMAN RESOURCES
 BPH/DSDC - MEMPHILIA PROGRAM
 150 CAPITOL STREET, ROOM 1A11J
 CHARLESTON, WV 25301-3715 304-558-5358

RFQ COPY
 TYPR NAME/ADDRESS HERE
 Health Creation, Inc.
 6320 HW 39th Terrace
 Doral, FL 33122

DATE	TIME	STATUS	DESCRIPTION	AMOUNT
07/19/2010	30 Days	OPEN	RFQ 08/19/2010	
***** THIS IS THE END OF RFQ *****				
***** TOTAL:				\$979,700.00

SIGNATURE: _____
 Director of Sales
 FTE: 65-068208
 TELEPHONE: 305-662-2988
 DATE: 08/19/2010

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED "VENDOR"
 ADDRESS CHANGES TO BE NOTED ABOVE

RFQ No. EHP 11033

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 of business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county, business association, municipality, county board of education, any instrumentally established by a county or municipality; any organization, municipality, county board of education, any instrumentally established by a county or municipality; any separate corporation or instrumentally established by one or more counties or municipalities, as permitted by law; or any public body created 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 of business association or other entity whatsoever, related to any vendor by blood, marriage, partnership 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 direct receipt 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: Health Coalition, Inc.

Authorized Signature:  Date: 08/19/2010

State of: Florida

County of: Miami-Dade, located

Taken, subscribed, and sworn to before me this 19th day of August, 2010.

My Commission expires 10/01 2011.

AFFIX SEAL HERE

NOTARY PUBLIC





Purchasing Affidavit (revised 12/15/09)

Rev. 08/09

State of West Virginia 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 firm's 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.

Application is made for 2.5% resident vendor preference for the reason checked:

1. N/A Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certificate, or,

N/A Bidder is a partnership, association or corporate 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 certificate, or 80% of the ownership interest in 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 certificate, or,

N/A 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 certificate, or,

2. N/A Application is made for 2.5% resident vendor preference for the reason checked:

Application is made for 2.5% resident vendor preference for the reason checked:

2. N/A Bidder is a resident vendor who carries 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. N/A Application is made for 2.5% resident vendor preference for the reason checked:

3. N/A 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 carries that, during the life of the contract, on average at least 75% of the employees of Bidder's affiliate 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. N/A Application is made for 5% resident vendor preference for the reason checked:

4. N/A Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above, or,

5. N/A Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

5. N/A 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,

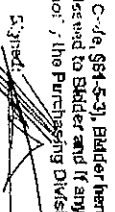
6. N/A Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

6. N/A Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, 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 years 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 will 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, §84-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects, and that if a contract is awarded 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: Health Coalition, Inc. Signed: 

Date: 08/19/2010 Director of Sales

Check any combination of preference considerations indicated as "yes" which you are entitled to receive.