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ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 42

304-558-8802

VENDOR

*709003627 800-638-0828 CALICO INDUSTRIES INC 9045 JUNCTION DRIVE

ANNAPOLIS JUNCTION MD

20701-2005

D6/22/2011 BID OPENING DATE: 07/20/2011 BID OPENING TIME 01:30PM UNE QUANTITY UOP CAT NO TEMNUMBER UNIT PRICE AMOUNT REQUEST FOR QUOTATION THE PURCHASING DIVISION IS SOLICITING PROPOSALS FOR A STATEWIDE CONTRACT TO PROVIDE CAN LINERS TO ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS. ********** INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON THURSDAY, JUNE 30,2011. 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, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: JEAN Y. JONES DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET CHARLESTON, WY 25305 FAX: 304-558-4115 EMAIL: JEAN Y. JONES@WV GOV	
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VENDOR

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

Request for Quotation

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BUYER 42 B04-558-8802

*709003627 CALICO INDUSTRIES INC 9045 JUNCTION DRIVE ANNAPOLIS JUNCTION MD

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ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 42

<u> 804-558-8802</u>

800-638-0828 *709003627. CALICO INDUSTRIES INC 9045 JUNCTION DRIVE

ANNAPOLIS JUNCTION MD

20701-2005

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

Request for Quotation

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MADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 42

B04-558-8802

*709003627 800-638-0828 CALICO INDUSTRIES INC 9045 JUNCTION DRIVE

ANNAPOLIS JUNCTION MD

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Request for

RFQ NUMBER CANLINE11A PAGE 2

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 42 <u> 804-558-8802</u>

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*709003627 800-638-0828 CALICO INDUSTRIES INC 9045 JUNCTION DRIVE

ANNAPOLIS JUNCTION MD

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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

CANLINE11A

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 42

<u> 1804 - 558 - 8802</u>

*709003627 800-638-0828 CALICO INDUSTRIES INC 9045 JUNCTION DRIVE

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Request for Quotation

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CANLINE11A

- 1) Q. We will be representing 4 distributors that are submitting pricing for our liners on this bid for you. I would like to know if the samples that are needed would be sent directly to you stating of course for "All Distributors" or do the distributors need to present them individually with their pricing at the time of the bid opening?
 - A. Please note that the samples need to reflect what bidder is sending them in against their bid. They need to be identified as to the Bidder and RFQ number that they go along with.
- 2) Q. I found out today when I delivered my can liner bid and samples that the bid opening date had been changed until August 17th. Is there any way in the future that I would receive notice of the change orders. I was out of the office today and maybe notification was faxed to me today. I have not had a chance to read the bid again. Was there any changes other than opening date on the bid.
 - A. If you are a registered vendor you can go on to our website, at www.state.wv.us/admin/purchase, go to the Purchasing Bulletin, sign-in, click on the RFQ, and download any applicable addendums. If you are not a registered vendor, you can call the bid request line at (304) 558-2063, give them the RFQ number and request any applicable addendums that may have been issued. It is the vendor's responsibility to follow-up on any changes that may be applicable. We do however, send out to the vendors, that we are aware of, copies of the addendum and they are scanned and on-line immediately when the addendum is released.
- 3) Q. I see canline11a has been extended. Any particular reason? We have already submitted our bid. Can we get it back to rework it or do we need to submit a new bid?
 - A. It was extended due to technical issues. No, you can not get your bid back, if you need to make a revision to your bid, you need to send a new bid stating that it supersedes, the previous bid that you have submitted.
- 4) Q. I was inquiring about the can liner bid. Is it only one item on the bid? My manufacturer called me and told me it was 19 items on the bid. The bid only has one item on it. The small liners. Are there more items on it?
 - A. Please refer to page 10 of the RFQ, the cost sheet. There are 19 line items to be bid.

- 1. Each case of bags shall contain an equal number of twist wire tie closures. The wire shall be 26 gauge (nominal) and shall be laminated in paper or plastic. The tie shall not be less than four (4) inches in length.
- Successful bidder shall have a manufacturer's certification that the products bid meet all specifications as detailed on the attached sheets. This certification should be submitted with each bid; it shall be required prior to award of any contract.
- Orders shall be delivered within 10 working days after receipt of order (ARO). Orders with delivery greater than 10 working days will not be considered delivered on time. 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.
- 4. All orders from this contract totaling \$300.00 or more shall be delivered FOB: Destination (Vendor shall pay all shipping charges.)
- 5. All orders less than \$300.00 shall be delivered FOB: Shipping Point. Any transportation charges shall be itemized as a separate charge.
- 6. All pricing submitted shall be FOB: Destination. (Vendor pays shipping.)
- Orders requiring inside delivery will be billed the quoted inside delivery charge. All inside delivery charges shall be itemized as a separate charge.
- 8. Agencies may make small purchases (under the \$300.00) from a local source if pricing includes delivery and a savings results. Note:

 Agencies are not permitted to string orders to circumvent purchasing policy.
- All products bid must meet the attached specifications, listed on the pricing page for the products bid.
- 10. Vendor shall remove and replace any product on this contract that an agency has received and determined the product is unsatisfactory in performance for their facility. Vendor shall do this at no cost to the agency.
- 11. All quantities listed on the pricing page are approximations only, based on estimates. Quantity is shown for informational purposes only and is not to be construed as a guarantee of any future contract usage. This quantity shall be used to evaluate the bids. It is understood and

CANLINE11A Specifications and Conditions

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. Bidders are requested to submit an electronic version of the pricing page and return with bid. Additionally, bidders are also requested to include an original written pricing page with the Purchasing Division original package. If any deviation exists between the electronic version and the printed version, the printed one shall prevail.
- 13. 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.
- 14. If the selected vendor fails to meet any provision of the contract, the contract may be canceled immediately. Product quality & delivery of product to the agencies is of prime importance.
- 15. Bidder must provide at no expense or liability to the State of West Virginia, four (4) individual bag samples of each item bid. Any vendor failing to provide samples of each item bid will be disqualified. Bidders must deliver the samples to the following address no later than bid opening date for metering purpose.

Department of Administration Purchasing Division Attention: Jean Y. Jones 2019 Washington Street, East Charleston, WV 25305-0130

Each sample package shall be labeled with the following information:

CANLINE11A
Vendor Name
Item Line Number
Size and Stock Number

Samples should be delivered in a separate package from the bid document. Samples must be submitted by the bid opening date and time. The actual awarded items must meet the size and mil as required in the specifications and listed on the pricing page for each item.

Liners will be tested by the West Virginia Dept. of Labor, Weights and Measures Section, for correct Mil Thickness and Liner size. For Evaluation Purposes, bags average mil thickness cannot be less than 10% of specified mil thickness on pricing page. Dimension of Bag-

CANLINE11
PRICING PAGE

Vendor: Calico Industries, Inc.

Bidders are requested to type entries

Vendor should complete all requested information on this sheet.

\$528,632.50	Grand Total											
\$0.00	\$0.00	300			Cost per order:	Inside Delivery Charge/Cost	Inside De					
							per order	Bidders - enter charge for inside delivery - per order	enter charge fo	Bidders -		
\$0.00	\$0.00	100		100	Calico	9950066SP				th	4" Minimum Length	19
												Twist Tie
							91.0	1		00 10 00110110 (10010000)	20 2 17 2 20	ē
\$4,690,50		150	32	100	Webster	9911257	32.5	23" x 17" x 48	2.5 Mii	39-40 Gallons (100/case)	23" y 17" y 48	18
\$492.00		20	25.6	100	Webster	9911256	26.1	23" x 17" x 48	2.0 Mii	39-40 Gallons (100/case)	23" x 17" x 48	17
\$893.50		50	19.2	100	Webster	9911255	19.7	23" x 17" x 48	1.5 Mil	39-40 Gallons (100/case)	23" x 17" x 48	16
\$13,410.00		500	29.4	100	Webster	9911254	29.9	22" x 16" x 58"	2.0 Mil	52 Gallons (100/case)	22" x 16" x 58"	15
\$2,590.00		200	13.2	100	Webster	9911253	13.7	20" x 13" x 40"	1.5 Mil	30-32 Gallons (100/case)	20" x 13" x 40"	14
\$2,230.00		200	11	200	Webster	9911252	11.5	15" x 9" x 23"	1.5 Mil	10 Gallons (200/case)	15" x 9" x 23"	13
\$670.00		50	11	500	Webster	9940279	11.5	15" x 9" x 23"	.5 Mil	10 Gallons (500/case)	15" x 9" x 23"	12
									-			
											Liners	Clear Can Liners
\$1,418.50	\$28.37	50	27.9	100	FlexSol	9911251	28.5	33" x 10" x 39"	2.5 Mil	40 Gallons	33" x 10" x 39"	1
											Light Green Can Liner	Light Gree
\$31,620.00	\$31.62	1,000	27.9	100	FlexSol	9911250	28.5	33" x 10" x 39"	2.5 Mil	40 Gallons	33" x 10" x 39"	to
											n Liner	Orange Can Liner
												ľ
\$9,588.00		400	32	100	Webster	9911249	32.5	23" x 17" x 48	2.5 Mil	39-40 Gallons	23" x 17" x 48	او
\$1,900.00		100	25.6	100	Webster	9911248	26.1	23" x 17" x 48	2.0 Mil	39-40 Gallons	23" x 17" x 48	8
\$6,945.00		500	19.2	100	Webster	9911247	19.7	23" x 17" x 48		39-40 Gallons	23" x 17" x 48	7
\$213,500.00	\$21.35	10,000	29.4	100	Webster	9911246	29.9	22" x 16" x 58"		52 Gallons	22" x 16" x 58"	6
\$119,880.00	\$9.99	12,000	13.2	100	Webster	9911245	13.7	20" x 13" x 40"		30-32 Gallons	20" x 13" x 40"	თ
\$41,980.00	\$20.99	2,000	27.6	500	Webster	9911428	28.1	15" x 9" x 23"		10 Gallons (500/case)	15" x 9" x 23"	4
\$68,960.00	\$8.62	8,000	11	200	Webster	9911244	11.5	15" x 9" x 23"		10 Gallons (200/case)	15" x 9" x 23"	ω
\$5,430.00	\$10.86	500	11	500	Webster	9940278	11.5	15" x 9" x 23"		10 Gallons (500/case)	15" x 9" x 23"	2
\$2,435.00	\$4.87	500	4.4	200	Webster	9940314	4.9	15" x 9" x 23"	.5 Mil	10 Gallons (200/case)	15" x 9" x 23"	>
											Liners	Black Can Liners
Total	Cost Per Case		Net Wt	Case	Mfg	Stock #	Gross Wt	Size	Thickness	Description	Size	Item
		Ect Caco		Count Dor								

Contract Coordinator Michael L. Heverly

Telephone No.: 1 (301) 470-3100

Toll Free Phone No.: 1 (800) 638-0828

Fax No.: 1 (301) 498-2056

E-Mail: bids@calicoindustries.com

Date:

Signature:

8/12/2011

04/18/2011

SPECS FOR <u>CLEAR</u>, <u>ORANGE</u> or <u>GREEN</u> RECYCLED CONTENT TRASH CAN LINERS

SCOPE: This report covers Linear Low Density Polyethylene Recycled Plastics product line intended for use as general purpose trash containers and/or as liners for wastebaskets, garbage cans, janitor carts, drums, and similar applications.

MATERIALS AND CONSTRUCTION: Liners should be manufactured from a minimum 70% select clear recycled polyethylene. To insure uniform strength throughout, the liners should be all tubular construction (no side seals) and constructed with "gusseted bottom seals only. Seals are designed to have no less than 100% of the strength of the raw material from which the liners are manufactured. Minimum physical properties, specific test, methods, and typical values sizes are listed in the following table. Physical properties, specific test methods, and typical values for select sizes are listed in the following table.

PHYSICAL PROPERTY INFORMATION

TEST METHOD	MINIMUM PROPERTIES
	90 gms/mil
ASTM D 1922	120 gms/mil 150 gms/mil
GSA 1668 C	100 lbs./mil
ASTM D 882 ASTM D 882	3000 2000
ASTM D 882	3.8 lbs./mil 2.6 lbs/mil
ASTM D 882	350 450
	ASTM D 1922 GSA 1668 C ASTM D 882 ASTM D 882 ASTM D 882 ASTM D 882 ASTM D 882

PACKAGING: Case pack liners are stack-folded and placed in corrugated cartons with 200 lb/in2 burst test rating. Cartons shall have a "dispenser opening" to allow bags to be removed without opening the carton lid. Liners shall be stacked in carton in such a manner to facilitate "one-at-a-time" dispensing.

IDENTIFICATION: All cartons are clearly marked with the following: stock number, size, color, count, gallon capacity, film weight, gauge, and responsibility statement (ie. the manufacturer's name and address). In addition, all cartons are stenciled with the following information: date and shift of manufacture, machine number, initials of machine operator, and initials of bag puller.

APPEARANCE: The liners are uniformly made, free from pinholes, tears, creases, cuts, wrinkles, extraneous matter, or other visual defects which might impair their function or use.

SPECS FOR BLACK RECYCLED CONTENT TRASH CAN LINERS

SCOPE: This report covers Linear Low Density Polyethylene Recycled Plastics product line intended for use as general purpose trash containers and/or as liners for wastebaskets, garbage cans, janitor carts, drums, and similar applications.

MATERIALS AND CONSTRUCTION: Liners should be manufactured from a minimum of 93% recycled polyethylene. To insure uniform strength throughout, the liners should be all tubular construction (no side seals) and constructed with "gusseted bottom seals only. Seals are designed to have no less than 100% of the strength of the raw material from which the liners are manufactured. Minimum physical properties, specific test methods, and typical values sizes are listed in the following table.

PHYSICAL PROPERTY INFORMATION

PROPERTY	TEST METHOD	MINIMUM PROPERTIES
	ASTM D 1709	45 gms/mil
Dart Impact (gms) Elmendorf Tear (gms) MD	ASTM D 1922	55 gms/mil
Elmendort Tear (gms) MD	ASTM D 1922	90 gms/mil
Static Load (lbs)	GSA 1668 C	90 lbs./mil
Tensile (psi) MD	ASTM D 882	3000
Tensile (psi) TD	ASTM D 882	2000
Break Strength MD	ASTM D 882	3.0 lbs./mil
Break Strength TD	ASTM D 882	2.0 lbs/mil
Elongation (%) MD	ASTM D 882	225
Elongation (%) TD	ASTM D 882	350

PACKAGING: Case pack liners are stack-folded and placed in corrugated cartons with 200 lb/in2 burst test rating. Cartons shall have a "dispenser opening" to allow bags to be removed without opening the carton lid. Liners shall be stacked in carton in such a manner to facilitate "one-at-a-time" dispensing.

IDENTIFICATION: All cartons are clearly marked with the following: stock number, size, color, count, gallon capacity, film weight, gauge, and responsibility statement (ie. the manufacturer's name and address). In addition, all cartons are stenciled with the following information: date and shift of manufacture, machine number, initials of machine operator, and initials of bag puller.

APPEARANCE: The liners are uniformly made, free from pinholes, tears, creases, cuts, wrinkles, extraneous matter, or other visual defects which might impair their function or use.



· August 15, 2011

Ms. Jean Y. Jones
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

Re: RFQ CANLINE11A

Dear Ms. Jones:

Webster Industries, if awarded, certifies with this letter all items supplied through our distributor Calico Industries, Inc. will meet all the required specifications.

Webster thanks you for considering our products for your bid. Please do not hesitate to contact us if you have any questions.

SR. V.P.

Sincerely,

Webster Industries



August 15, 2011

Ms. Jean Y. Jones, Purchasing Agent West Virginia Department of Administration Purchasing Office 2019 E. Washington Street Charleston, WV 25305

Re: CANLINE11A

Dear Ms. Jones:

As required in the referenced bid package, FlexSol Packaging Corporation certifies all products manufactured by us will be compliant to the specifications. We are offering our products through our partner Calico Industries, Inc.

Thank you for considering our products. Please feel free to contact us if you need any additional information.

Best regards,

FlexSol Packaging Corporation

Rev. 09/08

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 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.
requirer against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency size of from any unpaid balance on the contract or purchase order.
authorize the requ	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and test the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information d by the Tax Commissioner to be confidential.
	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate as during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder	Calico Industries, Inc. Signed:
Date:_	July 18, 2011 Title: Sr. Director of Bids/Contracts
*Check &	any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. CANLINE 11 A

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 exceed 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: Calico Industries _____ Date: ______18,__2011_____ Authorized Signature: ___ State of Maryland County of ___Howard Taken, subscribed, and sworn to before me this 18^{t} day of _____ July My Commission expires June 1 , 2015. NOTARY PUBLIC MOUNTAIN DEMONS AFFIX SEAL HERE