



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:
DPS0937

PAGE:
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE
**OUTDOOR OUTFITS
 372 RICHMOND ST W
 4TH FLOOR
 TORONTO, ON M5V-1K6**

SHIP TO

**WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141**

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 05/24/2009 | | | | |

BID OPENING DATE: **06/09/2009** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|-------------|
| 0001 | 1 | LS | | 200-18 | | |
| | | | | REG 5-2X | \$295.70 | \$88,710.00 |
| | | | | LWG 5-2X | \$325.70 | |
| <p>LEATHER JACKETS</p> <p>OUTDOOR OUTFITS</p> <p>STYLE # 829</p> <p>OPEN-END CONTRACT TO PROVIDE GREEN LEATHER JACKETS FOR THE WEST VIRGINIA STATE POLICE, PER THE SPECIFICATIONS.</p> <p>DELIVERY: DELIVERY SHALL BE INCLUDED IN THE BID PRICE.</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" HEREAFTER 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 ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE</p> | | | | | | |

RECEIVED

2009 JUN -9 P 10:17

PURCHASING DIVISION
 STATE OF WV

| | | |
|---|---------------------------|-----------------------------------|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | |
| SIGNATURE <i>[Signature]</i> | TELEPHONE 416-598-4111 | DATE JUNE 8-09 |
| TITLE BID MANAGER | FAX 98-0436883 | 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, the State may deem this contract null and void, and terminate such contract without further order
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, 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
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TORONTO, ON M5V-1K6

SHIP TO

WEST VIRGINIA STATE POLICE
4124 KANAWHA TURNPIKE
SOUTH CHARLESTON, WV
25309 304-746-2141

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 05/24/2009 | NET 30 DAYS | | | |

BID OPENING DATE: **06/09/2009** BID OPENING TIME **01:30PM**

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|---|----------|-----|---------|-------------|------------|--------|
| | | | | | | |
| <p>(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> <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> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>[Signature]</i> | TELEPHONE 416-598-4111 | DATE JUN 8-09 |
| TITLE BID MANAGER | FEIN 98-0436883 | ADDRESS CHANGES TO BE NOTED ABOVE |

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| | | | | |
|--|-------------------------------------|------------------------------------|-----|---------------|
| DATE PRINTED 05/24/2009 | TERMS OF SALE NET 30 DAYS | SHIP VIA | FOB | FREIGHT TERMS |
| BID OPENING DATE: 06/09/2009 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 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 (32)-----</p> <p>RFQ. NO.: DPS0937-----</p> <p>BID OPENING DATE: 6/9/2009-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **416-598-4111** DATE **JUNE 8-09**
 TITLE **BID MANAGER** FEIN **98-0436883** ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

OUTDOOR OUTFITS
372 RICHMOND ST W, 4th FLOOR
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WEST VIRGINIA STATE POLICE

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|---|----------|-----|----------|-------------|---------------|---------------------------|
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u>416-598-4626</u> CONTACT PERSON (PLEASE PRINT CLEARLY): <u>ALEXANDRA DIAZ, BID MANAGER</u> | | | | | | |
| ***** THIS IS THE END OF RFQ | | | | | DPS0937 ***** | TOTAL: <u>\$88 710.00</u> |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------------------------|----------------------------------|-----------------------------------|
| SIGNATURE | TELEPHONE 416-598-4111 | DATE JUNE 8-09 |
| TITLE BID MANAGER | FEIN 98-0436883 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

The West Virginia State Police are requesting bids for an open end contract for leather coats to be worn by the uniformed members of this agency.

Specifications

The outer shell of the coat will be constructed of cowhide leather, forest green in color and must match existing coats already owned and utilized by the WV State Police. The inner lining of the coat will be constructed of 100% Nylon and the outer lining will be constructed of 100% polyester.

The coat will have a black in color fur style collar. The epaulets on top of the shoulders will be black in color. The coat will be constructed with two (2) breast pocket flaps, with brass buttons affixed to the bottom of each flap.

The coat will also be constructed with two pockets at an angle at the bottom front portion of the coat.

The coat will have four (4) snap style buttons from the top to approximately 4-1/2 inches from the bottom. These buttons will also be brass in color. At the very bottom of the coat will be two additional plain snap buttons with the exterior of the snaps matching the color of the coat.

The WV State Police shoulder patch will be affixed to each arm of the coat, approximately 3/4 inch from the top seam. Patches must be provided by the successful vendor.

The coat must also be manufactured with an inner zipper system which allows it to be zipped closed as well as buttoned.

The coat will be a waist length coat and will need to be manufactured in the following sizes: Regular Cut: small through XX Large and Long Cut, small through XX Large

Buttons

Buttons will reflect the seal of the State of West Virginia

Warranty

The coats will have a three (3) year warranty against any manufacturer defects and the successful vendor agrees to replace or repair the item at no cost to the buyer. This warranty would not cover any damage caused by abnormal wear by the buyer.

Vendor being awarded this contract must supply the buyer a sample of the finished product prior to the award

| DPS0937 - BID FORM - BID OPENING 6/9/2009 | | | |
|---|--|--------------|----------------|
| Description | Estimated Annual Usage | * Unit Price | Extended Price |
| Green Leather Jackets S-XXL (REG) | 300 | \$ 295.70 | \$ 88 710.00 |
| Failure to use this form may result in disqualification | | Total | \$ 88 710.00 |
| TALL 5-2x \$ 325.70 EACH | | | |
| Bidder / Vendor Information: | | | |
| Name: | OUTDOOR OUTFITS | | |
| Address: | 372 RICHMOND ST. W. 4th FLOOR TORONTO, ON M5V 1K6 | | |
| Phone# : | 416-598-4111 EXT 202 | | |
| Email Address: | bm@outdooroutfits.com | | |

OUTDOOR

O U T F I T S

3-Year Limited Warranty

372 Richmond Street West
Toronto, Canada, M5V 1X6
PH:416-598-4111 FX:416-598-4626
E-MAIL: info@outdooroutfits.com
WEB: www.outdooroutfits.com

This limited warranty covers only outerwear and rainwear, specifically jackets, bomber jackets, parkas, raincoats, rain pants, windbreakers, jumpsuits, and PROTEX garments, which have been manufactured by OUTDOOR OUTFITS and purchased from OUTDOOR OUTFITS or any one of OUTDOOR OUTFITS authorized dealers.

This limited warranty applies to the original purchaser of the garment only and is not transferable. The garment is warranted to be free from defects in material and workmanship for **three (3) years** from the original date of purchase.

SERVICING WARRANTY PRODUCTS: Any garment covered under this limited warranty which becomes defective during the warranty period is to be returned. All returns must be pre-arranged with OUTDOOR OUTFITS. A return authorization number must accompany all returns, and the garment must be accompanied by proof of purchase date (sales receipt). Any item deemed to be defective by OUTDOOR OUTFITS at its sole and unfettered discretion will, at its option, be repaired or exchanged and returned to the purchaser at no charge. This limited warranty does not cover abnormal wear and tear, nor the color fastness of fabrics, nor damage from extreme conditions, fire, chemicals, negligence, improper cleaning, misuse or accident.

This limited warranty is the only warranty given by OUTDOOR OUTFITS (or any one of OUTDOOR OUTFITS authorized dealers or other sellers) for the covered OUTDOOR OUTFITS products, and it is in lieu of all other express warranties or implied warranties (whether oral or written). In addition, any implied warranties arising under applicable law in connection with the sale or use of covered OUTDOOR OUTFITS products, including but not limited to any implied warranty of merchantability or of fitness of use for any particular purpose, is limited to the three year duration of this express warranty.

OUTDOOR OUTFITS liability, and your exclusive remedy in connection with the sale or use of covered products, shall be strictly limited to OUTDOOR OUTFITS obligations as specifically provided for in this limited warranty. In no event shall OUTDOOR OUTFITS be liable or responsible for any special, indirect, incidental or consequential damages arising in any way in connection with OUTDOOR OUTFITS products or their sale or use, including but not limited to damage to property, injury to persons, loss of use of the products or inconvenience.

Some states do not allow limitations on how long a warranty lasts, and some states do not allow the exclusion limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. The warranty grants you specific legal rights. You may also have other rights, prescribed by law, which may vary from state to state.

We appreciate that you purchased an OUTDOOR OUTFITS product. We stand behind all of our garments and you can have the confidence that this garment has been manufactured by skilled, proud union members of the United Garment Workers of America.

OUTDOOR

O U T F I T S

SPECIFICATIONS

Leather Jacket

OUTDOOR OUTFITS STYLE # 829

- **LENGTH** Waist length
- **OUTER SHELL** Forest Green Genuine Full Grain "COWHIDE" Leather
- **INNER LINING** 100% nylon taffeta
- **OUTER LINING** 100% polyester
- **POCKETS** Two breast pockets with brass buttons affixed to the bottom of each flap
Two angled bottom front portion pockets
- **COLLAR** Black fur style collar
- **EPAULETS** On both shoulders and black in color
- **FRONT CLOSURE** *Four snap style buttons* from the top to approximately 4 ½" from the bottom
Inner Zipper system allows jacket to be zippered closed as well as buttoned.
- **BUTTONS** Brass in color, additional snaps matching the color of the coat
- **PATCHES** Affixed to each arm of the coat approximately ¾" from the top seam

SIZES: All Sizes

COLORS: Black, brown, green

All garments UNION MADE by members of the United Garment Workers Local 253.

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: _____ Signed: _____

Date: _____ Title: _____

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

* OUTDOOR OUTFITS IS A CANADIAN COMPANY LOCATED IN TORONTO, CANADA.

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:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, 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:

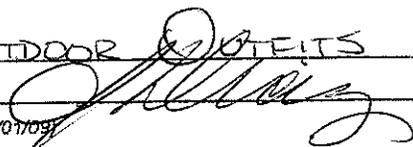
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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.

Vendor's Name: OUTDOOR SUITES

Authorized Signature:  Date: JUNE 8-09