



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
 RSHEET09

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 JO ANN ADKINS
 304-558-8802

NIPPON

*926134810 562-777-1810
 NIPPON CARBIDE INDUSTRIES USA
 12981 E FLORENCE AVE
 SANTA FE SPRINGS CA 90670

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/21/2009				

BID OPENING DATE: 08/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		550-44		
REFLECTIVE SHEETING REQUEST FOR QUOTATION THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS TYPE ASTM-III RETROREFLECTIVE SIGN SHEETING. INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON JULY 30, 2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 ATTACHMENTS: RSHEET09 SPECIFICATIONS, 9 PAGES. DOH APPROVED PRODUCT LIST, 2 PAGES. RSHEET09 PRICING PAGE, 1 PAGE. RESIDENT VENDOR PREFERENCE						

RECEIVED
 2009 AUG -7 AM 10:17
 WV PURCHASING
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>[Signature]</i>	TELEPHONE 562-777-1810	DATE 8-5-09
TITLE <i>Contracts Admin. Director</i>	<i>95-4831664</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



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PROPERTY

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PURCHASING AFFIDAVIT						
EXHIBIT 3						
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.						
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.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS- PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. Susan</i>	TELEPHONE 662-777-1810	DATE 8-5-09
TITLE <i>Contracts Administrator</i>	FAX 95-4331664	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</p> <p>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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mona Susan</i>	TELEPHONE 562-777-1810	DATE 8-5-09
TITLE <i>Contracts Administrator</i>	FEIN 95-4371664	ADDRESS CHANGES TO BE NOTED ABOVE

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CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- Maria Suarez -----						
***** THIS IS THE END OF RFQ RSHEET09 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Maria Suarez</i>	TELEPHONE 562-777-1810	DATE 8-5-09
TITLE <i>Contracts Administrator</i>	FEIN 45-4331664	ADDRESS CHANGES TO BE NOTED ABOVE

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RSHEET09

Specifications

SCOPE OF CONTRACT

The purpose of this Contract shall be to provide Type ASTM-III retroreflective sign sheeting to various state agencies. The Type ASTM-III sheetings included as part of this Contract do not require the use of matched component inks or films.

SPECIFICATIONS-GENERAL

Sheetings, inks, and films to be considered for award as part of this Contract must, as a minimum, be included on the Division's current Approved Products listing (APL) for Retroreflective Sign Sheetings, the requirements of which are as follows:

- Completion of three (3) years of outdoor weathering testing in the AASHTO NTPEP Outdoor Reflective Sheeting Performance Testing Program, with the exception of orange and fluorescent-orange sheetings (one (1) year testing required).
- Evaluation and approval by the WVDOH, by means in addition to the NTPEP program as determined to be necessary, to be in conformance with applicable performance and durability requirements.

Note, in addition to the above APL requirement, all materials must also have been previously evaluated and approved by the WVDOH to be in conformance with the specific manufacturing equipment and manufacturing process requirements of the WVDOH. Due to additional consideration that must be taken into account in regards to the above mentioned manufacturing equipment and manufacturing process requirements, the inclusion of a specific material on the WVDOH Approved Products Listing (APL) shall not be misinterpreted as constituting the sole requirement for a product to be awarded as part of this Contract. Sheetings that are not approved for WVDOH internal production use due to manufacturing issues associated with the sheeting shall be noted on the APL, and is included as an attachment to these specifications.

Technical Assistance: The successful bidder shall be able to provide technical assistance for the service of application equipment and the instruction and training of State personnel. This shall include, but not be limited to, calibration and trouble shooting of application equipment, training films, material application, screen-printing techniques, packaging, storage and inks.

Certification submittal: Certifications will be required for all sheeting ordered as part of this Contract. Certifications are to be received within ten (10) calendar days after receipt of material. Any change in formulation of the material must be submitted in writing to the WVDOH. The WVDOH will then determine if these changes will require retesting or additional testing of the material and if they comply with these specifications.

Delivery Schedule: All deliveries shall be provided F.O.B. to the State's designated point of delivery (Charleston, WV or 60 miles from Charleston's boundary). The first expected delivery of material shall be not later than thirty (30) days following official notification of contract award and initial order. All subsequent deliveries shall be F.O.B. destination within fifteen (15) days after receipt of order.

Liquidated Damages: Deliveries not completed in a timely manner shall be subject to liquidated damages as set forth in section 108.7 of the current edition of "Standard Specifications Roads and Bridges". See table 108.7.1.

TYPE ASTM- III REFLECTIVE SHEETING – SPECIFICATIONS

DESCRIPTION:

The sheeting shall be a high-intensity encapsulated glass-bead retroreflective material or unmetallized microprismatic retroreflective element material with a transparent, weatherproof topcoat having a smooth outer surface. The sheeting shall have a pre-coated adhesive backing protected by a removable liner.

REQUIREMENTS:

General: The reflective sheeting shall have sufficient strength so that it can be handled, processed, and applied according to the recommendations of the sheeting manufacturer without appreciable stretching, tearing, or other damage. The sheeting shall permit cutting and color processing with compatible transparent and opaque process inks at temperatures of 60 to 100 F (15 to 38 C) and relative humidity at 20 to 80 percent. The sheeting shall be heat resistant and permit force curing without staining of applied or unapplied sheeting at temperatures as recommended by the manufacturer.

Coefficient of Retroreflection: The sheeting shall have minimum reflective intensity values 0.2 degrees and 0.5 degrees, observation angle, as shown in Table IV below, expressed as candle power per foot candle per square foot (candelas per lux per square meter) of material.

Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Brown
0.2	-4	250	170	45	45	20	12
0.2	+30	150	100	25	25	11	8.5
0.5	-4	95	62	15	15	7.5	5
0.5	+30	65	45	10	10	5	3.5

measurements shall be made per ASTM D4956. The values of 0° and 90° rotation are averaged to determine conformance.

Color: Daytime and nighttime color of the sheeting shall have substantially the same hue. The daytime color chromaticity coordinates for CIE standard illuminant D65 and the 1931 CIE 2° standard observer shall be in accordance with Table II below when tested in accordance with ASTM D4956.

Color	1		2		3		4	
	x	y	x	y	x	y	x	y
White	0.303	0.300	0.368	0.366	0.340	0.393	0.274	0.329
Yellow	0.498	0.412	0.557	0.442	0.479	0.520	0.438	0.472
Green	0.026	0.399	0.166	0.364	0.286	0.446	0.207	0.771
Blue	0.140	0.035	0.244	0.210	0.190	0.255	0.065	0.216
Brown	0.430	0.340	0.610	0.390	0.550	0.450	0.430	0.390

The saturation limit of green and blue may extend to the border of the CIE chromaticity locus for spectral colors.

Luminance Factor: The luminance factor Y (%) for CIE standard illuminant D65 and the 1931 CIE 2° standard observer shall be in accordance with Table III (encapsulated glass-bead retroreflective material) or Table V below (unmetallized microprismatic retroreflective element material) when tested in accordance with ASTM D4956.

Color	Min	Max
White	27	--
Yellow	15	45
Green	3	9
Red	2.5	12
Blue	1	10
Brown	4	9

Color	Min	Max
White	40	--
Yellow	24	45
Green	3	12
Red	3	15
Blue	1	10
Brown	1	6

Adhesive: The adhesive shall be a Class 1 adhesive, as defined by ASTM D4956. The adhesive backing shall be pressure sensitive, require no heat, solvent, or other preparation for adhesion to smooth, clean surfaces. Additional adhesive coats on either the reflective sheeting or application surface shall not be necessary. When tested in accordance with ASTM D4956, the adhesive backing of the sheeting shall produce a bond that will support a 13/4-lb (0.79-kg) weight for 5 min, without the bond peeling for a distance of more than 2 in. (51 mm).

Shrinkage: The sheeting shall not shrink in any dimension more than 1/32 in. (0.8 mm) in 10 min or more than 1/8 in. (3.2 mm) in 24 h when tested in accordance with ASTM D4956.

Flexibility: The sheeting shall be sufficiently flexible to show no cracking when tested in accordance with ASTM D4956.

Liner Removal: The liner shall be easily removed without soaking in water or other solutions, and shall not break, tear, or remove adhesive from the sheeting. The liner shall be easily removed after accelerated storage as described in ASTM D4956.

Impact Resistance: The sheeting shall show no cracking or delamination outside of the actual area of impact when subjected to the impact test in accordance with ASTM D4956.

Specular Gloss: The sheeting shall have a specular gloss of not less than 40 when tested in accordance with ASTM D4956.

Durability: The sheeting shall be weather resistant and show no appreciable cracking, scaling, pitting, blistering, edge lifting, or curling, or more than 1/32-in. (0.8-mm) shrinkage or expansion when tested in accordance with ASTM D4956.

Three (3) year NTPEP outdoor weathering test results shall indicate a minimum maintained retroreflectivity level of 80% of the values shown in Table IV when tested at 0.2° observation and -4° and +30° entrance angles. The material shall maintain the levels of retroreflectivity indicated in Table VI below for a period of twelve (12) years after installation.

The sheeting daytime color chromaticity coordinates for CIE standard illuminant D65 and the 1931 CIE 2° standard observer shall be in accordance with Table II after three (3) years NTPEP outdoor weathering is completed.

The sheeting luminance factor for CIE standard illuminant D65 and the 1931 CIE 2° standard observer shall be in accordance with Table III (encapsulated glass-bead retroreflective material) or Table V (unmetallized microprismatic retroreflective element material) after three (3) years NTPEP outdoor weathering is completed.

TABLE VI							
Age: 0 years through 7 years:							
Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Brown
0.2	-4	200	136	36	36	16	9.5
0.2	+30	140	108	24	24	8.5	6.5
0.5	-4	76	49	12	12	6	4
0.5	+30	56	48	9.5	9.5	4	2.5
measurements shall be made per ASTM D4956 after sign cleaning. The values of 0° and 90° rotation are averaged to determine conformance.							
Age: 7 years through 12 years:							
Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Brown
0.2	-4	175	119	31	31	14	8
0.2	+30	122	94	21	21	7.5	5.5
0.5	-4	66	43	10	10	5	3.5
0.5	+30	49	42	8	8	3.5	2
measurements shall be made per ASTM D4956 after sign cleaning. The values of 0° and 90° rotation are averaged to determine conformance.							

MANUFACTURER'S FIELD PERFORMANCE OBLIGATION:

The reflective sheeting processed, applied to sign blank materials, and cleaned in accordance with manufacturer's recommendations, shall perform effectively for the number of years stated in Table VI. The retroreflective sheeting will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the coefficient of retroreflection is less than the minimum specified for that sheeting during that period listed in Table VI.

Where it can be shown that the performance requirements of sheeting supplied and used according to the manufacturer's recommendations have not been met, the manufacturer shall cover the sign costs as follows for sheeting shown to be unsatisfactory during:

- The First Seven Years: The sheeting manufacturer will cover the cost of restoring the sign panel to its original effectiveness at no cost to the agency for materials or labor.
- Years 8 thru 10: The sheeting manufacturer will replace the sheeting required to restore the sign panel to its original effectiveness.
- Years 11 thru 12: The sheeting manufacturer will replace fifty percent of the sheeting required to restore the sign panel to its original effectiveness.

SLIP SHEETING:

Slip sheeting compatible with the reflective sheeting and inks shall be provided in rolls equal to the amount and size of reflective sheeting ordered at no additional cost.

WASHERS:

Washers, if recommended by the manufacturer to protect the sheeting from damage by bolts or other fasteners, shall be provided at no additional cost.

GENERAL CHARACTERISTICS AND PACKAGING:

The reflective sheeting as supplied shall be free from ragged edges, cracks, and extraneous materials and shall be furnished in both rolls and sheets. The average number of splices shall not be more than three per 50 yards of material and splices shall be suitable for continuous application as supplied. All splices shall be adequately made by the manufacturer in order to not require temporary modifications to the normal manufacturing process when the splices are encountered during production.

Rolls shall be packaged in corrugated fiberboard boxes in such a manner that no damage or defacement may occur to the reflective sheeting during shipment or storage.

Cut sheets shall be packaged flat between pressed composition boards or corrugated pads of the same dimensions as the sheets and shall be so packed as to prevent damage or defacement during shipment or storage.

The reflective sheeting as supplied and stored under normal conditions shall be suitable for use for at least one year after purchase.

BID SCHEDULE FOR AWARD

Vendors are to submit pricing for each Item listed, regardless of the presence of a value in the Estimated Quantity column.

For Items without a value in the Estimated Quantity column, the vendor shall submit their price for one (1) roll in the Unit Cost column. The Total Cost column should be left blank in this case.

In determining the vendor's total bid for award purposes, the figures in the Total Cost column associated with Items with an estimated quantity indicated will be totaled. The estimated quantities listed are based on 100 yard rolls. Where the manufacturer indicates that the unit pricing submitted is for 50 yard rolls, the value shown in the Total Cost column should be double the amount calculated from multiplying the unit price by the estimated quantity. Pricing for Items without a value in the Estimated Quantity column will not be used in determining the award of the Contract.

The estimated quantities shown on the Bid Schedule are estimated quantities only. Actual quantities ordered may be more or less than those shown.

Retroreflective Sheeting Bid Items with sizes marked with an asterisk (*) indicate that the specific size required is indicated. The width material supplied shall be equal to or greater than the size indicated. For 12-3/4" width sheetings, the width supplied shall be 12-3/4". For other sizes, "industry standard" widths shall be supplied, which shall be the width indicated plus a marginal amount to allow for edge trimming.

**Approved Products List
Retroreflective Sign Sheeting
May 2009 (see notes 1 and 2)**

<u>TYPE ASTM-I - ENGINEERING GRADE</u>			
<u>MANUFACTURER</u>	<u>PRODUCT</u>	<u>MATERIALS SPEC.</u>	<u>LAB APPROVAL NUMBER</u>
3M	Scotchlite 32XX Series (See note 3)	715.9.2.1	
3M	Scotchlite 227X Series (See note 4)	715.9.2.1	
Avery Dennison	T-15XX Series (See note 16)	715.9.2.1	
Avery Dennison	T-16XX Series (See note 17)	715.9.2.1	
Nippon Carbide	81XX Series (See note 15)	715.9.2.1	

<u>TYPE ASTM-III - HIGH INTENSITY GRADE</u>			
<u>MANUFACTURER</u>	<u>PRODUCT</u>	<u>MATERIALS SPEC.</u>	<u>LAB APPROVAL NUMBER</u>
3M	Scotchlite 38XX Series (See note 5)	715.9.2.3	
3M	Scotchlite 287X Series (See note 4)	715.9.2.3	
3M	Scotchlite 381XI Series (See note 6)	715.9.2.6	
3M	Scotchlite 3840 Series (See note 7)	715.9.2.6	
3M	Scotchlite 31X Series (See note 8)	715.9.2.6	
3M	Series 33X (See note 8)	715.9.2.6	
3M	Scotchlite 393X Series (See note 3)	715.9.2.6	
Nippon Carbide	ULG-II N8XX Series (See note 15)	715.9.2.3	
Avery Dennison	W-6100 (See note 8)	715.9.2.6	
Avery Dennison	T-65XX Series (See note 16)	715.9.2.3	

<u>TYPE ASTM-VI - VINYL SUBSTRATE TYPE ASTM-VII</u>			
<u>MANUFACTURER</u>	<u>PRODUCT</u>	<u>MATERIALS SPEC.</u>	<u>LAB APPROVAL NUMBER</u>
3M	Scotchlite RS-24 Series (See note 9)	715.9.2.7	
Reflexite	High Performance Series (See note 9)	715.9.2.7	

<u>TYPE ASTM-VII - HIGH ANGULARITY HIGH PERFORMANCE GRADE</u>			
<u>MANUFACTURER</u>	<u>PRODUCT</u>	<u>MATERIALS SPEC.</u>	<u>LAB APPROVAL NUMBER</u>
3M	Scotchlite 3924 Series (See note 11)	715.9.2.7	

<u>TYPE ASTM-IX - HIGH PERFORMANCE GRADE</u>			
<u>MANUFACTURER</u>	<u>PRODUCT</u>	<u>MATERIALS SPEC.</u>	<u>LAB APPROVAL NUMBER</u>
Avery Dennison	W9514 (See note 10)	special provision	
Avery Dennison	T-950X (See note 19)	special provision	
Avery Dennison	T-9511 (See note 20)	special provision	
Avery Dennison	T-9513 (See note 21)	special provision	
3M	Scotchlite 3981 Series (See note 12)	special provision	
3M	Scotchlite 3983 Series (See note 13)	special provision	
3M	Scotchlite 399X Series (See note 14)	special provision	
3M	Scotchlite 4084 Series (See note 18)	special provision	

NOTES:

1 - Sheeting "Types" have been changed to match ASTM designations. For specifications, contracts, details, etc. referring to the old "Type" designations, refer to the following chart:

OLD "TYPE"	APPLICABLE NEW "TYPE"
I	ASTM-I
II	ASTM-III (aluminum substrate sheetings)
IV	ASTM-III (reboundable sheetings)
V	ASTM-VI (for roll-ups); ASTM-VII or ASTM-IX (for fluorescent orange on aluminum substrate)
VI	ASTM-IX

- 2 - Signs shall be manufactured using matched component ink, transparent electronic-cuttable film, and/or black overlay film recommended, approved, and supplied by the sheeting manufacturer providing warranty coverage.
- 3 - Various colored pressure sensitive sheetings for use with aluminum substrate signs. The inks, transparent electronic-cuttable films, and black overlay films recommended and supplied by the manufacturer are approved.
- 4 - Various colored heat sensitive sheetings for use with aluminum substrate signs. The inks, transparent electronic-cuttable films, and black overlay films recommended and supplied by the manufacturer are approved.
- 5 - Various colored pressure sensitive sheetings for use with aluminum substrate signs. Does not include 381X and 3840 Series sheetings. The inks, transparent electronic-cuttable films, and black overlay films recommended and supplied by the manufacturer are approved.
- 6 - Reboundable pressure sensitive sheeting for use with surface mounted tubular markers (white and yellow only), drums, and cones.
- 7 - Reboundable pressure sensitive sheeting for use with cones (white only).
- 8 - Pre-stripped pressure sensitive sheeting for use with rigid plastic substrate barricades
- 9 - Fluorescent orange sheeting for use with roll-up signs. The inks recommended and supplied by the manufacturer are approved.
- 10 - Fluorescent orange pressure sensitive sheeting for use with aluminum substrate signs. The inks and black overlay films recommended and supplied by the manufacturer are approved with the following exception(s): The manufacturer's black opaque vinyl overlay film is not approved for use in the manufacturing of signing in the WVDOH Central Sign Shop.
- 11 - BLANK
- 12 - Fluorescent yellow pressure sensitive sheeting for use with soil anchored or guardrail mounted flexible delineators, B1 delineators, and aluminum substrate signs. The inks and black overlay films recommended and supplied by the manufacturer are approved.
- 13 - Fluorescent yellow-green pressure sensitive sheeting for use with aluminum substrate signs. The inks and black overlay films recommended and supplied by the manufacturer are approved.
- 14 - Various colored pressure sensitive sheetings for use with soil anchored or guardrail mounted flexible delineators (white or red only), B1 delineators (white or red only), and aluminum substrate signs. The inks, transparent electronic-cuttable films, and black overlay films recommended and supplied by the manufacturer are approved.
- 15 - Various colored pressure sensitive sheetings for use with aluminum substrate signs. Note, the transparent electronic cuttable (EC) films and black overlay films recommended and supplied by the manufacturer ARE NOT APPROVED. The inks recommended and supplied by the manufacturer are approved with the following exception(s): The manufacturer's inks are not approved for use in the manufacturing of signing in the WVDOH Central Sign Shop.
- 16 - Various colored pressure sensitive sheetings for use with aluminum substrate signs. The inks, transparent electronic-cuttable films, and black overlay films recommended and supplied by the manufacturer are approved with the following exception(s): The manufacturer's black opaque vinyl overlay film is not approved for use in the manufacturing of signing in the WVDOH Central Sign Shop.
- 17 - Various colored heat sensitive sheetings for use with aluminum substrate signs. The inks, transparent electronic-cuttable films, and black overlay films recommended and supplied by the manufacturer are approved with the following exception(s): The manufacturer's black opaque vinyl overlay film is not approved for use in the manufacturing of signing in the WVDOH Central Sign Shop.
- 18 - Fluorescent orange pressure sensitive sheeting for use with aluminum substrate signs. The inks and black overlay films recommended and supplied by the manufacturer are approved.
- 19 - Various colored pressure sensitive sheetings for use with soil anchored or guardrail mounted flexible delineators (white or red only), B1 delineators (white or red only), and aluminum substrate signs. The inks, transparent electronic-cuttable films, and black overlay films recommended and supplied by the manufacturer are approved with the following exception(s): The manufacturer's black opaque vinyl overlay film is not approved for use in the manufacturing of signing in the WVDOH Central Sign Shop.
- 20 - Fluorescent yellow pressure sensitive sheeting for use with soil anchored or guardrail mounted flexible delineators, B1 delineators, and aluminum substrate signs. The inks and black overlay films recommended and supplied by the manufacturer are approved with the following exception(s): The manufacturer's black opaque vinyl overlay film is not approved for use in the manufacturing of signing in the WVDOH Central Sign Shop.
- 21 - Fluorescent yellow-green pressure sensitive sheeting for use with aluminum substrate signs. The inks and black overlay films recommended and supplied by the manufacturer are approved with the following exception(s): The manufacturer's black opaque vinyl overlay film is not approved for use in the manufacturing of signing in the WVDOH Central Sign Shop.

RSHEET09 Pricing Page

BID SCHEDULE

ITEM NUMBER	EST. QTY	DESCRIPTION	MANUFACTURER PRODUCT CODE	UNIT COST	TOTAL COST	SUBCODE (DOH USE ONLY)
1		Nikkalite Brand UltraLite Grade II High Intensity Type ASTM-III Reflective Sheeting, Pressure Sensitive 1/2"x50 yds White	#N512	\$8.13		211050
2		Type ASTM-III Reflective Sheeting, Pressure Sensitive 1/2"x50 yds Yellow	#N504	\$8.13		
3		Type ASTM-III Reflective Sheeting, Pressure Sensitive 1"x50 yds White	#N512	\$16.25		211100
4		Type ASTM-III Reflective Sheeting, Pressure Sensitive 1"x50 yds Yellow	#N504	\$16.25		
5	1	Type ASTM-III Reflective Sheeting, Pressure Sensitive 12-3/4"x100 yds White (Supplied in 50 yd rolls only? If yes, indicate here: <u>X</u>)	#N512 *	\$207.19	\$207.19	211012
6		Type ASTM-III Reflective Sheeting, Pressure Sensitive 12-3/4"x100 yds Yellow (Supplied in 50 yd rolls only? If yes, indicate here: <u>X</u>)	#N504 *	\$207.19		212012
7	21	Type ASTM-III Reflective Sheeting, Pressure Sensitive 12-3/4"x100 yds Blue (Supplied in 50 yd rolls only? If yes, indicate here: <u>X</u>)	#N506 *	\$207.19	\$4,350.00	215012
8	21	Type ASTM-III Reflective Sheeting, Pressure Sensitive 12-3/4"x100 yds Green (Supplied in 50 yd rolls only? If yes, indicate here: <u>X</u>)	#N508 *	\$207.19	\$4,350.00	214012
9	5	Type ASTM-III Reflective Sheeting, Pressure Sensitive 12-3/4"x100 yds Brown (Supplied in 50 yd rolls only? If yes, indicate here: <u>X</u>)	#N509*	\$207.19	\$1,035.95	216012
10		Type ASTM-III Reflective Sheeting, Pressure Sensitive 15"x50 yds Blue	#N506	\$243.75		215015
11		Type ASTM-III Reflective Sheeting, Pressure Sensitive 15"x50 yds Green	#N508	\$243.75		
12		Type ASTM-III Reflective Sheeting, Pressure Sensitive 15"x50 yds Brown	#N509	\$243.75		
13		Type ASTM-III Reflective Sheeting, Pressure Sensitive 18-1/2"x50 yds Blue	#N506	\$300.63		
14		Type ASTM-III Reflective Sheeting, Pressure Sensitive 18-1/2"x50 yds Green	#N508	\$300.63		
15		Type ASTM-III Reflective Sheeting, Pressure Sensitive 18-1/2"x50 yds Brown	#N509	\$300.63		
16		Type ASTM-III Reflective Sheeting, Pressure Sensitive 21"x50 yds Blue	#N506	\$341.25		
17		Type ASTM-III Reflective Sheeting, Pressure Sensitive 21"x50 yds Green	#N508	\$341.25		
18		Type ASTM-III Reflective Sheeting, Pressure Sensitive 21"x50 yds Brown	#N509	\$341.25		
19		Type ASTM-III Reflective Sheeting, Pressure Sensitive 24-1/2"x50 yds Blue	#N506	\$398.13		
20		Type ASTM-III Reflective Sheeting, Pressure Sensitive 24-1/2"x50 yds Green	#N508	\$398.13		
21		Type ASTM-III Reflective Sheeting, Pressure Sensitive 24-1/2"x50 yds Brown	#N509	\$398.13		216024
22		Type ASTM-III Reflective Sheeting, Pressure Sensitive 30-1/2"x50 yds * Blue	#N506	\$495.63		215030
23		Type ASTM-III Reflective Sheeting, Pressure Sensitive 30-1/2"x50 yds * Green	#N508	\$495.63		214030
24		Type ASTM-III Reflective Sheeting, Pressure Sensitive 30-1/2"x50 yds * Brown	#N509	\$495.63		216030
25		Type ASTM-III Reflective Sheeting, Pressure Sensitive 36"x50 yds Blue	#N506	\$585.00		215036
26		Type ASTM-III Reflective Sheeting, Pressure Sensitive 36"x50 yds Green	#N508	\$585.00		214036
27		Type ASTM-III Reflective Sheeting, Pressure Sensitive 36"x50 yds Brown	#N509	\$585.00		
28		Type ASTM-III Reflective Sheeting, Pressure Sensitive 42"x50 yds Blue	#N506	\$682.50		215042
29		Type ASTM-III Reflective Sheeting, Pressure Sensitive 42"x50 yds Green	#N508	\$682.50		214042
30		Type ASTM-III Reflective Sheeting, Pressure Sensitive 42"x50 yds Brown	#N509	\$682.50		
31		Type ASTM-III Reflective Sheeting, Pressure Sensitive 48"x50 yds Blue	#N506	\$780.00		215048
32		Type ASTM-III Reflective Sheeting, Pressure Sensitive 48"x50 yds Green	#N508	\$780.00		214048
33	1	Type ASTM-III Reflective Sheeting, Pressure Sensitive 48"x50 yds Brown	#N509	\$780.00		216048

*Bidding 50 Yd Roll

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

N/A

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: Nippon Carbide Industries (USA)Signed: 
Maria SuarezDate: 8-6-09Title: Contracts Administrator

*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:

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:

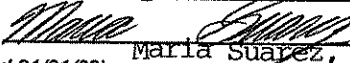
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, 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: Nippon Carbide Industries (USA) Inc.

Authorized Signature: 
 Purchasing Affidavit (Revised 01/01/09) Maria Suarez, Contracts Admin

Date: 8-6-09



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
RSHEET09

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 304-558-8802

NIPPON

*926134810 562-777-1810
 NIPPON CARBIDE INDUSTRIES USA
 12981 E FLORENCE AVE

 SANTA FE SPRINGS CA 90670

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/21/2009				

BID OPENING DATE: 08/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. CONTACT INFORMATION FOR JO ANN ADKINS: FAX: 304.558.8802 EMAIL: JO.A.ADKINS@WV.GOV						
2. THE ELECTRONIC VERSION OF RSHEET09 PRICING PAGES CAN BE FOUND AT: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM						
***** END OF ADDENDUM NO. 1 *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Maura Squires</i>	TELEPHONE	562-777-1810	DATE	8-6-09
TITLE	Contracts Administrator	FAX	95-4231664	ADDRESS CHANGES TO BE NOTED ABOVE	

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