



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:
8511C2006

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**BUYER 33
 304-558-2402**

***709021003 740 998 2122**
ROCAL INC
3186 COUNTY ROAD 550
FRANKFORT OH 45628

DIVISION OF HIGHWAYS
TRAFFIC SERVICES COMPLEX
180 DRY BRANCH ROAD
CHARLESTON, WV
25306 304-558-2908

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/04/2010				

BID OPENING DATE: **08/25/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LB		570-05		
<p>BEADED TYPE ASTM-III</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE BEADED TYPE ASTM-III SERIES AND SERIES E-MODIFIED LEGEND, TYPE ASTM-IX OR XI SERIES E AND SERIES E-MODIFIED LEGEND, BLACK VINYL SERIES E LEGEND AND TYPE ASTM-IX OR XI CLEARVIEW LEGEND, AS REQUIRED BY THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,</p>						

RECEIVED
 2010 AUG 23 A 11:51
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Blair Christopherson* TELEPHONE: **740-998-2122** DATE: **8/19/10**

TITLE: **Sales Manager** FB#: **31-0656779** ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **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 material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 33 304-558-2402

VENDOR
*709021003 740 998 2122 ROCAL INC 3186 COUNTY ROAD 550 FRANKFORT OH 45628

SHIP TO
DIVISION OF HIGHWAYS TRAFFIC SERVICES COMPLEX 180 DRY BRANCH ROAD CHARLESTON, WV 25306 304-558-2908

DATE PRINTED 08/04/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 08/25/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Alan Christoph</i>	TELEPHONE 740-998-2122	DATE 8/19/10	
TITLE Sales Manager	FEBN 31-0650779	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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PAGE
3

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<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> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Alan Christoph</i>	740-998-2122	8/19/10
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	
Sales Mgr	31-0650779	

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PAGE
4

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

MANNER.

REV. 3/88

EXHIBIT 10

REQUISITION NO.:

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE
INFORMATION ISSUED IN WRITING AND ADDED TO THE
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Alan Christman</i>	740-998-2122	8/19/10
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	
Sales Manager	31-0650779	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE I ARFI FD 'VENDOR'



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PAGE
5

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BID OPENING DATE: **08/25/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>... <i>Alan Charles</i> ... SIGNATURE</p> <p>... <i>Rocal, Inc</i> ... COMPANY</p> <p>... <i>8/19/10</i> ... DATE</p>						
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</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: 33</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Alan Charles</i>	740-998-2122	8/19/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Sales Manager</i>	310650779	

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PAGE
6

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				8511C2006		
				BID OPENING DATE:		08/25/2010
				BID OPENING TIME:		1:30 PM
<p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 740-998-2073 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- Alan Christopher -----</p>						
<p>***** THIS IS THE END OF RFQ 8511C2006 *****</p>						<p>TOTAL: 54,275.80</p>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Alan Christopher* TELEPHONE: **740-998-2122** DATE: **8/19/10**

TITLE: **Sales Manager** FEIN: **31-0650779** ADDRESS CHANGES TO BE NOTED ABOVE

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

SCOPE OF CONTRACT

To furnish Beaded Type ASTM-III Series E and Series E-Modified legend, Type ASTM-IX or XI Series E and Series E-Modified legend, Black Vinyl Series E legend and Type ASTM-IX or XI Clearview legend, as required, to the West Virginia Division of Highways.

MATERIAL REQUIREMENTS

0.040" Aluminum Substrate shall be AA 5052-H38 and must meet ASTM-B-209 and ASTM-B-449, Class I or II. Beaded Type ASTM-III legend shall be 3M High Intensity Series 3870 sheeting or Nippon Carbide High Intensity Series N512 sheeting. Type ASTM-IX legend shall be 3M VIP Diamond Grade Series 3990 sheeting or Avery Dennison T-950X Series Sheeting. Type ASTM-XI legend shall be 3M DG3 Series 409X sheeting. Black Vinyl sheeting shall be 3M Black Vinyl Series 3650-12, Nippon Carbide Black Vinyl Series CM5040 or Avery Dennison Black Vinyl Series A9090-0.

MATERIAL CERTIFICATIONS

Successful vendor shall furnish the Division of Highways notarized certifications attesting to the material requirements listed above.

WORKMANSHIP

All copy furnished shall be free from defects and must be consistent with the latest edition of Standard Alphabets published by the Federal Highway Administration. For all legend supplied with Type ASTM-IX or XI sheeting, the sheeting shall be applied to the letter at a rotation angle of 0 or 180 degrees.

SAMPLES

At the Division's option, prior to award of contract, the successful vendor may be required to provide 10" Series E letters O and N manufactured using both Type ASTM-III and Type ASTM-IX or XI sheeting.

PACKAGING

Vendor shall crate all copy adequately to prevent damage in shipment and to satisfy requirements of his or her carrier of choice. All copy shall be secured in bundles of 10 each and shall include a label describing the size, series and sheeting type.

DELIVERY

All materials shall be delivered within forty-five (45) days ARO. Late delivery charges against the vendor may be assessed at a rate of \$120.00 per calendar day after forty-five (45) days ARO.

DELIVERY NOTIFICATION

Delivery shall be to the following address:

WV Division of Highways-Traffic Services Complex
180 Dry Branch Road
Charleston, WV 25306

Normal delivery hours are weekdays between the hours of 7:30 AM and 3:00 PM. Agency personnel should be advised at least 24 hours in advance of delivery. Vendors may notify Ted Whitmore, Danny Young or Bruce Miller of the Traffic Engineering Division at (304) 558-3063, or Chuck Swigger of the Traffic Services Complex at (304) 558-6356.

PRICE ADJUSTMENT CLAUSE

The State of West Virginia will consider bids that contain provisions for price adjustments prior to the original expiration date of the Contract, provided that such price adjustment covers both upward and downward movement of the commodity price, and that adjustment is based on the "pass through" increase or decrease of raw materials and/or labor, which make up all or a substantial part of a product. Adjustments are to be based upon an actual dollar figure, not a percentage. All price adjustment requests must be substantiated in a manner acceptable to the Director of the WV Purchasing Division (e.g. governmental bench marks, general market increases, and published price lists). All documentation of price increases incurred by the vendor shall be based on governmental bench marks, general market increases, published price lists, etc. in effect on the original effective date of the Contract, or the effective date of the currently approved price increase in effect, as applicable. Such requests for price increases shall be received in writing by the Director of the Traffic Engineering Division at least 30-days in advance of the proposed effective date of the increase. The price increase request will be evaluated by the Traffic Engineering Division and will be forwarded to the Purchasing Division for concurrence. The vendor may not submit a request for a price increase with a proposed effective date less than 90-days from the original effective date of the Contract. Subsequent requests for price increases may not have a proposed effective date less than 90-days from the effective date of the currently approved price increase in effect. Any time the vendor requests a price adjustment, the Purchasing Division may either accept the price adjustment and amend the Contract accordingly or reject the adjustment in its entirety and cancel the Contract.

BID SCHEDULE

The following estimated quantities are for bid purposes only. Actual quantities will be determined by needs of the West Virginia Division of Highways and may be increased or decreased:

Item Number	Estimated Quantity	Description	Unit Price	Amount
UPPER CASE SERIES E COPY Beaded Type ASTM-III Sheeting				
1	100	10" Letters or Numerals	6.52	652.00
2	100	8" Letters or Numerals	4.35	435.00
3	200	6" Letters or Numerals	2.47	494.00
4	350	5" Letters or Numerals	1.68	588.00
5	100	5" Periods	1.68	168.00
6	500	4" Letters or Numerals	1.09	545.00
7	200	4" Periods	1.09	218.00
STANDARD ARROW SHAPES Beaded Type ASTM-III Sheeting				
8	100	11-1/4" x 12-3/4" Tapered Arrow	9.89	989.00
9	100	8" x 12" Straight Shaft	6.63	663.00
BORDER CORNER RADII Beaded Type ASTM-III Sheeting				
10	100	3" x 12"	3.00 ^{AC}	300.00 ^{AC}
11	100	1" x 6"	1.04 ^{AC}	104.00 ^{AC}

NOTE: Vendor should type Bid Schedule

Item Number	Estimated Quantity	Description	Unit Price	Amount
UPPER CASE SERIES E MODIFIED COPY TYPE ASTM-IX or ASTM-XI SHEETING				
12	20	24" Letters, Numerals or Ampersand	51.96	1039.20
13	10	24" Diagonals	51.96	519.60
14	10	24" Period	51.96	519.60
15	20	20" Letters, Numerals or Ampersand	36.11	722.20
16	10	20" Diagonals	36.11	361.10
17	10	20" Periods	36.11	361.10
18	50	16" Letters, Numerals or Ampersand	23.12	1156.00
19	10	16" Diagonals	23.12	231.20
20	10	16" Periods	23.12	231.20
21	50	13.33" Letters, Numerals or Ampersand	15.98	799.00
22	10	13.33" Diagonals	15.98	159.80
23	10	13.33" Periods	15.98	159.80
24	250	10.67" Letters, Numerals or Ampersand	10.26	2565.00
25	20	10.67" Diagonals	10.26	102.60
26	20	10.67" Periods	10.26	102.60
27	500	8" Letters, Numerals or Ampersand	5.72	2860.00
28	10	8" Diagonals	5.72	57.20
29	20	8" Periods	5.72	114.40
LOWER CASE SERIES E MODIFIED COPY TYPE ASTM-IX or ASTM-XI SHEETING				
30	20	18" Letters	29.23	584.60
31	20	15" Letters	20.26	405.20
32	50	12" Letters	12.99	649.50
33	250	10" Letters	8.96	2240.00
34	500	8" Letters	5.72 ^{ac}	2860.00
35	750	6" Letters	3.25	2437.50

Item Number	Estimated Quantity	Description	Unit Price	Amount
UPPER CASE SERIES E COPY TYPE ASTM-IX or ASTM-XI SHEETING				
36	20	18" Letters or Numerals	29.23	584.60
37	10	18" Diagonals	29.23	292.30
38	10	18" Periods	29.23	292.30
39	100	15" Letters or Numerals	20.26	2026.00
40	10	15" Diagonals	20.26	202.60
41	10	15" Periods	20.26	202.60
42	200	12" Letters or Numerals	12.99	2598.00
43	10	12" Diagonals	12.99	129.90
44	10	12" Periods	12.99	129.90
45	350	10" Letters or Numerals	8.96	3136.00
46	50	10" Diagonals	8.96	448.00
47	20	10" Periods	8.96	179.20
48	300	8" Letters or Numerals	5.72	1716.00
49	50	8" Diagonals	5.72	286.00
50	20	8" Periods	5.72	114.40
51	110	6" Letters or Numerals	3.25	357.50
52	50	6" Diagonals	3.25	162.50
53	20	6" Periods	3.25	65.00
54	100	5" Letters or Numerals	2.21	221.00
55	20	5" Periods	2.21	44.20
56	100	4" Letters or Numerals	1.43	143.00
57	50	4" Periods	1.43	71.50

Item Number	Estimated Quantity	Description	Unit Price	Amount
STANDARD ARROW SHAPES TYPE ASTM-IX or ASTM-XI SHEETING				
58	10	22" X 32" Down Arrow	63.52	635.20
59	10	16-1/2" x 24" Down Arrow	35.72	357.20
60	10	22-1/4" x 35-5/8" Tapered Arrow	71.45	714.50
61	30	18-1/2" x 29-1/4" Tapered Arrow	48.84	1465.20
62	30	15-1/8" x 24-1/4" Tapered Arrow	33.12	993.60
63	50	11-1/4" x 12-3/4" Tapered Arrow	12.99	649.50
64	40	8" x 12" Straight Shaft Arrow	8.70	348.00
65	20	10" x 32" Double Head Arrow	28.84	576.80
BORDER CORNER RADII TYPE ASTM-IX or ASTM-XI SHEETING				
66	150	3" x 12"	2.43	364.50
67	50	2" x 12"	2.65	132.50
68	200	2" x 9"	2.26	452.00
69	200	2" x 6"	1.78	356.00
70	50	2" x 3"	1.39	69.50
71	300	1" x 6"	1.39	417.00
72	150	1" x 3"	1.19	178.50
CIRCLES TYPE ASTM-IX or ASTM-XI SHEETING				
73	50	12" Diameter	13.99	699.50

Item Number	Estimated Quantity	Description	Unit Price	Amount
UPPER CASE CLEARVIEW 5-W COPY TYPE ASTM-IX or ASTM-XI SHEETING				
74	10	24" Letters, Numerals or Ampersand	51.96	519.60
75	10	20" Letters, Numerals or Ampersand	36.11	361.10
76	10	16" Letters, Numerals or Ampersand	23.12	231.20
77	20	13.33" Letters, Numerals or Ampersand	15.95	319.60
78	20	10.67" Letters, Numerals or Ampersand	10.26	205.20
79	50	8" Letters, Numerals or Ampersand	5.72	286.00
LOWER CASE CLEARVIEW 5-W COPY TYPE ASTM-IX or ASTM-XI SHEETING				
80	10	19.5" Letters	34.29	342.90
81	10	16.3" Letters	24.03	240.30
82	10	13" Letters	15.20	152.00
83	20	10.8" Letters	10.52	210.40
84	50	8.7" Letters	6.88	344.00
85	50	6.5" Letters	3.77	188.50

Item Number	Estimated Quantity	Description	Unit Price	Amount
UPPER CASE CLEARVIEW 4-W COPY TYPE ASTM-IX or ASTM-XI SHEETING				
86	10	18" Letters or Numerals	29.23	292.30
87	10	15" Letters or Numerals	20.26	202.60
88	20	12" Letters or Numerals	12.99	259.80
89	30	10" Letters or Numerals	8.96	268.80 ^{*c}
90	30	8" Letters or Numerals	5.72	171.60
91	30	6" Letters or Numerals	3.25	97.50
92	50	5" Letters or Numerals	2.21	110.50
93	50	4" Letters or Numerals	1.43	71.50
UPPER CASE SERIES E COPY Black Vinyl Sheeting				
94	30	12" Letters or Numerals	12.99	389.70
95	10	12" Diagonals	12.99	129.90
96	30	10" Letters or Numerals	8.96	268.80
97	10	10" Diagonals	8.96	89.60
98	40	8" Letters or Numerals	5.72	228.80
99	10	8" Diagonals	5.72	57.20
CONTRACT TOTAL AMOUNT →				54,275.80



3186 CR 550
FRANKFORT, OHIO 45628
(740) 998-2122
FAX (740) 998-2073
TOLL FREE (800) 992-8633

Date: August 19, 2010
To: West Virginia
Attn: Buyer 33
From: Alan Christopher
Subject: Bid # 8511C2006 – Copy -- Due 8/25/10

Buyer 33,

We are bidding 3M materials. The Type III beaded is no longer available, so we are bidding 3M 3930 series; prismatic.

Should you have questions, please call 1-800-992-8633, Ext 109.

Best Regards,

A handwritten signature in black ink that reads "Alan Christopher". The signature is written in a cursive style with a large, stylized initial 'A'.

Alan Christopher
AC/tls

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.

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: _____

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

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 exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Rocal, Inc

Authorized Signature: *Alan Christoph* Date: 8/19/10

State of Ohio

County of Ross, to-wit:

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

My Commission expires 3-30-11, 20 .

NOTARY PUBLIC *Patricia L. Grant*



HERE **PATRICIA L. GRANT**
Notary Public, State of Ohio
My Commission Expires
March 30, 2011