



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
858C2028

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

VENDOR

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

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/29/2008				

BID OPENING DATE: **02/20/2008** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		570-05		240,551.46
ALUMINUM: BARS, PLATES, POSTS, RODS, SHEETS, ETC.						
OPEN END CONTRACT						
TO PROVIDE CLASS II ALUMINUM FLAT SHEETS AND CLASS III PRE-CUT ALUMINUM TO THE WEST VIRGINIA DIVISION OF HIGHWAYS, WEST VIRGINIA CORRECTIONS, OTHER STATE AGENCIES AND LOCAL MUNICIPALITIES FOR USE IN THE MANUFACTURING OF HIGHWAY SIGNING. PER THE ATTACHED SPECIFICATIONS.						
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.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alan Christopher</i>	TELEPHONE 740-998-2122	DATE 2/14/08
TITLE Sales Mgr	FEIN 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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<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	TELEPHONE	DATE
<i>Alan Christy</i>	740-998-2122	2/14/08
TITLE	F.E.I.N.	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Man	31-0650779	

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<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> <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>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 MANNER.</p> <p>REV. 3/88</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alan Christy</i>	TELEPHONE 740-998-2122	DATE 2/14/08
TITLE Sales Mgr	FEIN 31-0650779	ADDRESS CHANGES TO BE NOTED ABOVE

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				<p>CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION 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 PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. 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.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Alan Christopher* TELEPHONE: **740-998-2122** DATE: **2/14/08**

TITLE: **Sales Mgr** FRIN: **31-0650779** ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p style="text-align: right;"> <i>Alan Christophers</i>..... SIGNATURE Rocal, Inc..... COMPANY 2/14/08..... DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alan Christophers</i>	TELEPHONE 740-998-2122	DATE 2/14/08
TITLE Sales Mgr	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I 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</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEAQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Oliver Christopher</i>	TELEPHONE 740-998-2122	DATE 2/11/08
TITLE Sales Mgr	FEIN 31-0650775	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR () 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Alan Christy</i>	740-998-2122	2/14/08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Mgr	31-0650779	

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<p>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.</p> <p>BIDDER: <u>Rocal, Inc</u></p> <p>DATE: <u>2/14/08</u></p> <p>SIGNED: <u>Alan Christy</u></p> <p>TITLE: <u>Sales Mgr</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <u>Alan Christy</u>	TELEPHONE <u>740-998-2122</u>	DATE <u>2/14/08</u>
TITLE <u>Sales Mgr</u>	ADDRESS CHANGES TO BE NOTED ABOVE	

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<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> <p>RFQ. NO.: 858C2028</p> <p>BID OPENING DATE: 02/20/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 740-998-2073 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Alan Christopher -----</p> <p>***** THIS IS THE END OF RFQ 858C2028 ***** TOTAL: <u>240,551.46</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Sales Mar</i>	740-998-2122	2/14/08	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
	31-0650779		

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Scope of Contract

The purpose of this Contract shall be to supply flat sheet and pre-cut aluminum to the West Virginia Division of Highways, West Virginia Correctional Industries, other state agencies, and local municipalities for use in the manufacturing of highway signing.

Class II – Aluminum Flat Sheet and Class III - Aluminum Pre-Cut Material Specifications

Material shall be in accordance with Section 661 of the West Virginia Division of Highways' Standard Specifications for Roads and Bridges, latest edition, and subsequent Supplemental Specifications, as applicable.

Class II Sheets and Class III Pre-Cuts shall be either 6061-T6 or 5052-H38 aluminum alloy and shall meet ASTM specifications ASTM-B-209 and ASTM-B449. Vendor must state which alloy will be supplied.

Alloy 5052-H38 stable flat sheet, must be thermal flattened to reduce internal stresses and must show excellent flatness after shear by full width of sheet.

The metal surface shall be given a chromate type chemical conversion treatment conforming to ASTM-B-449 Class I or Class II.

Inspectors will sample each coil of aluminum from which the Vendor intends to fabricate Class II Sheets or Class III Pre-Cuts. If fabricated into Class III Pre-Cuts, each size will be sampled. The Division further reserves the right to random sample upon delivery.

Class II – Aluminum Flat Sheet Fabrication and Packaging

Description: All sheets to be commercially flat, free from waves, scratches and buckles, corrosion, analysis markings, heat or oil stains, or any blemish which will prevent finishing to a bright uniform surface by a light cleaning process (bright dip), which prepares aluminum sheets for the application of paint, reflective sheeting, electro-cut sheeting, etc. All sheets to be free of oil and grease, and must be dry and not contaminated with waxes or dirt. Plugged holes will not be accepted. The edges, holes, and corners of the aluminum sheets shall be smooth, de-burred and free of dents and deformation.

Packaging: All aluminum sheets to be interlaced with a suitable paper that will not contaminate the aluminum and packed in crates/pallets not to exceed 2,000 pounds. Each crate/pallet of aluminum shall be suitable wrapped in waterproof paper. Asphalt impregnated paper will not be permitted. The crates/pallets must be of suitable construction to withstand normal handling and must be free of dirt, oil, grease and all foreign matter. If shipped motor freight, crates or pallets shall not be stacked more than five (5) parcels high. A piece of cardboard or paper shall be placed and secured under the strapping at the top of each individual stack of sheets. The top of this piece of cardboard or paper is to be marked with the size of the sheets including in the stack, and the quantity of sheets in the stack. Varying size sheets shall not be mixed in a particular stack.

Class III – Aluminum Pre-Cut Fabrication and Packaging:

Description: All blanks to be commercially flat, free from waves, scratches and buckles, corrosion, analysis markings, heat or oil stains, or any blemish which will prevent finishing to a bright uniform surface by a light cleaning process (bright dip), which prepares aluminum blanks for the application of paint, reflective sheeting, electro-cut sheeting, etc. All blanks are to be free of oil and grease, and must be dry and not contaminated with waxes or dirt. Plugged holes will not be accepted. The edges and corners of the aluminum blanks are to be smooth, deburred and free of dents and deformation.

Packaging: All aluminum blanks are to be packed in crates/pallets not to exceed 2,000 pounds. No stacks shall contain more than 500 ea. blanks due to storage rack space limitations. 0.080 blanks larger than 7.21 square feet (and up to 18 square feet) shall be 100 ea. maximum per pallet. 0.080 blanks less than 7.21 square feet shall be 250 ea. maximum per pallet, with the exception of blanks that are no more than 3.6 square feet. 0.080 blanks up to 3.6 square feet shall be 500 ea. maximum per pallet. Stacks shall not be larger than the maximum allowed, as shown on the bid schedule.

To prevent scratching and damage to individual sheets, the stacks of aluminum blanks shall be banded to the crate/pallet securely enough to prevent shifting between individual sheets during shipping. Each crate/pallet of aluminum shall be suitably wrapped in waterproof paper. Asphalt impregnated paper will not be permitted. The crates/pallets must be of a suitable construction to withstand normal handling and must be free of dirt, oil, grease and all foreign matter. If shipped motor freight, crates or pallets shall not be stacked more than (5) parcels high. A piece of cardboard or paper shall be placed and secured under the strapping at the top of each individual stack of blanks. The top of this piece of cardboard or paper is to be marked with the size of the blanks including in the stack, and the quantity of blanks in the stack. Varying size blanks shall not be mixed in a particular stack.

**Flatness Tolerances and Hole Punching / Corner Radius
Requirements:**

All Class II aluminum sheeting shall meet a tolerance for buckles and edgewaves of not more than 3/8".

All Class III aluminum Pre-Cut blanks shall meet the following maximum tolerances for buckles and edgewaves based on square footage. Both the long and short dimensions of each sign blank shall meet the following tolerances:

- | | |
|---|---------|
| -Less or equal to 4 Sq Ft | = 3/16" |
| -Greater than 4 Sq Ft, but less or equal to 6 Sq Ft | = 5/16" |
| -Greater than 6 Sq Ft | = 3/8" |

Hole punching, if required, shall be per the reference noted on the Bid Schedule. All corner radiuses shall be 1-1/2" or in accordance with the FHWA publication "Standard Highway Signs", latest edition. Class II material shall not have holes or corner radiuses. Class III octagons, Interstate shields, and US Route shields shall not have corner radiuses.

Shop Drawing Requirement for WVDOH Orders

Shop drawing submittal and approval will be required for WVDOH orders if indicated on the Release Order. If required, the vendor shall submit eight (8) sets of shop drawings for the Division of Highways' approval. The vendor shall not deliver any material until receipt of approved shop drawings. Shop drawings shall be sent to the WVDOH at the following address:

WV Division of Highways
Traffic Engineering Division
Building 5, Room A-550
1900 Washington Street, East
Charleston, WV 25305
ATTN: Bruce Miller

Availability of Standard Details and Specifications

The WVDOH Standard Specifications and WVDOH Standard Details referenced in this contract may be obtained by contacting the West Virginia Division of Highways Engineering Division at 304-558-2830, or may be viewed online at the following web address:

www.wvdot.com/engineering/TOC_engineering.htm

Shipping Information

All crates/pallets must be clearly marked with quantity and size of sheets contained in crate or on pallet. All materials must be tarped and shipped via flat bed truck. Materials shipped via enclosed truck or box van will be refused. A packing slip shall accompany each delivery. Acceptance of material will be based on normal testing procedures of the State of West Virginia. This may require certifications and/or random samples.

Correctional Industries Delivery- Due to security requirements and unloading scheduling at the Mount Olive Correctional Complex, Vendors shall notify Correctional Industries at least 48 hours prior to delivery. Vendors may call the prison at (304) 442-5958.

Division of Highways Delivery- All shipments to the Division of Highways must be made between the hours of 7:30AM and 3:00PM. Agency personnel shall be advised at least 48 hours in advance of delivery. Vendors may notify Traffic Engineering at (304) 558-3063, or the Central Sign Shop at (304) 558-6356.

All materials shall be delivered within 45 days ARO. Late delivery charges against the Vendor may be assessed at a rate of \$50.00 per calendar day after 45 days ARO. The minimum order for free shipping is 10,000 pounds. For orders less than 10,000 pounds, the Vendor may add actual shipping costs (prepaid) to the invoice as a separate item.

NOTE: Vendor should type Bid Schedule

BID SCHEDULE

The following estimated quantities are for bid purposes only. Actual quantities will be determined by the needs of the using agencies and may be increased or decreased.

STATE ALUMINUM TYPE TO BE SUPPLIED UNDER THIS CONTRACT (6081-T6 OR 5052-H38) 5052-H38

ITEM NUMBER	ESTIMATED QTY	DESCRIPTION	PUNCHING DETAIL*	APPROX. WEIGHT PER UNIT (LBS)	MAX SHEETS / BLANKS PER STACK	UNIT COST (ROUND PRICE TO 2ND DECIMAL PLACE)	TOTAL COST
CLASS II - ALUMINUM FLAT SHEET							
TYPE A : 0.080 GAUGE							
1	70	1-1/2 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES		2000 #	40.68	2847.60
2	30	2 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES		2000 #	54.24	1627.20
3	120	2-1/2 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES		2000 #	67.80	8136.00
4	50	3 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES		2000 #	81.36	4068.00
5	60	3-1/2 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES		2000 #	94.92	5695.20
6	20	4 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES		2000 #	108.48	2169.60
7	50	5 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES		2000 #	135.60	6780.00
CLASS II - ALUMINUM FLAT SHEET							
TYPE B : 0.040 GAUGE							
8	40	4 FT X 12 FT X 0.040 GAUGE THICKNESS	NO HOLES		2000 #	62.88	2515.20
9	20	5 FT X 12 FT X 0.040 GAUGE THICKNESS	NO HOLES		2000 #	78.60	1572.00
CLASS III - ALUMINUM PRE-CUT SIGN MATERIAL - .0080 GAUGE							
10	20	6 IN X 30 IN HORIZONTAL RECTANGLE	TP1-3		500 EA.	2.94	58.80

* TP1-1 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-1
 TP1-2 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-2
 TP1-3 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-3
 TP1-4 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-4
 SPECIAL DETAIL : SEE ATTACHED SPECIAL DETAIL SHEET
 FEDERAL : SEE FHWA STANDARD HIGHWAY SIGNS PUBLICATION, LATEST EDITION

BID SCHEDULE (CONTINUED)

ITEM NUMBER	ESTIMATED QTY	DESCRIPTION	PUNCHING DETAIL*	APPROX. WEIGHT PER UNIT (LBS)	MAX SHEETS / BLANKS PER STACK	UNIT COST (ROUND PRICE TO 2ND DECIMAL PLACE)	TOTAL COST
CLASS III - ALUMINUM PRE-CUT SIGN MATERIAL - .0080 GAUGE (CONTINUED)							
11	770	9 IN X 24 IN VERTICAL RECTANGLE	TP1-4		500 EA.	3.53	2718.10
12	20	9 IN X 30 IN VERTICAL RECTANGLE	TP1-4		500 EA.	4.42	88.40
13	20	9 IN X 30 IN HORIZONTAL RECTANGLE	TP1-3		500 EA.	4.42	88.40
14	170	9 IN X 42 IN HORIZONTAL RECTANGLE	TP1-3 (FOLLOW D16-1 DETAIL)		500 EA.	6.18	1050.60
15	300	9 IN X 48 IN HORIZONTAL RECTANGLE	TP1-3 (FOLLOW D16-1 DETAIL)		500 EA.	6.75	2025.00
16	520	12 IN X 18 IN VERTICAL RECTANGLE	TP1-4		500 EA.	3.53	1835.60
17	1200	12 IN X 24 IN HORIZONTAL RECTANGLE	TP1-3		500 EA.	4.70	5640.00
18	20	12 IN X 30 IN HORIZONTAL RECTANGLE	SPECIAL DETAIL		500 EA.	5.88	117.60
19	850	12 IN X 36 IN VERTICAL RECTANGLE	TP1-4		500 EA.	6.75	5737.50
20	850	12 IN X 36 IN HORIZONTAL RECTANGLE	SPECIAL DETAIL		500 EA.	6.75	5737.50
21	20	12 IN X 48 IN VERTICAL RECTANGLE	TP1-4		250 EA.	9.00	180.00
22	530	15 IN X 21 IN HORIZONTAL RECTANGLE	TP1-3		500 EA.	5.15	2729.50
23	60	15 IN X 30 IN HORIZONTAL RECTANGLE	TP1-3		500 EA.	7.04	422.40
24	140	15 IN X 36 IN HORIZONTAL RECTANGLE	TP1-3		250 EA.	8.44	1181.60

* TP1-1 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-1
 TP1-2 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-2
 TP1-3 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-3
 TP1-4 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-4
 SPECIAL DETAIL : SEE ATTACHED SPECIAL DETAIL SHEET
 FEDERAL : SEE FHWA STANDARD HIGHWAY SIGNS PUBLICATION, LATEST EDITION

BID SCHEDULE (CONTINUED)

ITEM NUMBER	ESTIMATED QTY	DESCRIPTION	PUNCHING DETAIL*	APPROX. WEIGHT PER UNIT (LBS)	MAX SHEETS / BLANKS PER STACK	UNIT COST (ROUND PRICE TO 2ND DECIMAL PLACE)	TOTAL COST
CLASS III - ALUMINUM PRE-CUT SIGN MATERIAL - .0080 GAUGE (CONTINUED)							
25	640	15 IN X 42 IN HORIZONTAL RECTANGLE	TP1-3		250 EA.	9.86	6,316.40
26	550	15 IN X 48 IN HORIZONTAL RECTANGLE	TP1-3		250 EA.	11.25	6,187.50
27	140	15 IN X 54 IN HORIZONTAL RECTANGLE	TP1-3		250 EA.	12.67	1,773.80
28	20	15 IN X 60 IN HORIZONTAL RECTANGLE	TP1-3		250 EA.	14.06	281.20
29	200	18 IN X 18 IN SQUARE	TP1-2		500 EA.	5.29	1,058.00
30	200	18 IN X 18 IN DIAMOND	SPECIAL DETAIL		500 EA.	5.29	1,058.00
31	820	18 IN X 24 IN VERTICAL RECTANGLE	TP1-4		500 EA.	6.75	5,535.00
32	20	18 IN X 30 IN HORIZONTAL RECTANGLE	SPECIAL DETAIL		250 EA.	8.44	168.80
33	160	18 IN X 36 IN HORIZONTAL RECTANGLE	TP1-3		250 EA.	10.13	1,620.80
34	20	21 IN X 28 IN HORIZONTAL RECTANGLE	TP1-3		250 EA.	9.18	183.60
35	1800	24 IN X 24 IN SQUARE	TP1-2		250 EA.	9.00	16,200.00
36	1900	24 IN X 30 IN VERTICAL RECTANGLE	TP1-4		250 EA.	11.25	21,375.00
37	110	24 IN X 36 IN VERTICAL RECTANGLE	SPECIAL DETAIL		250 EA.	13.50	1,485.00

* TP1-1 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-1
 TP1-2 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-2
 TP1-3 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-3
 TP1-4 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-4
 SPECIAL DETAIL : SEE ATTACHED SPECIAL DETAIL SHEET
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BID SCHEDULE (CONTINUED)

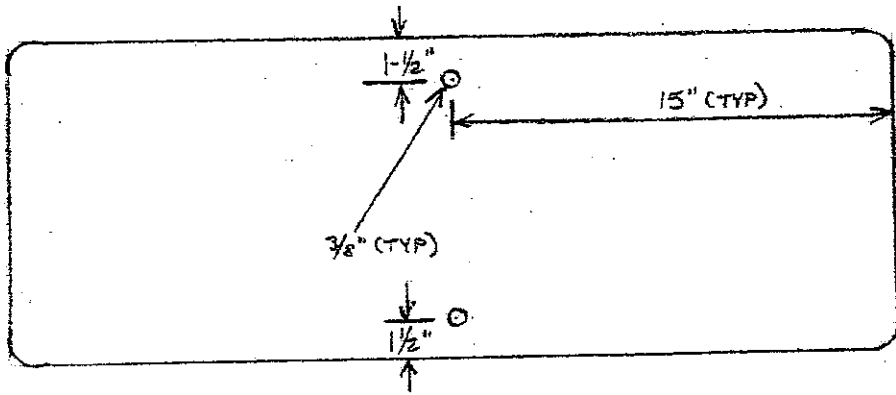
ITEM NUMBER	ESTIMATED QTY	DESCRIPTION	PUNCHING DETAIL*	APPROX. WEIGHT PER UNIT (LBS)	MAX SHEETS / BLANKS PER STACK	UNIT COST (ROUND PRICE TO 2ND DECIMAL PLACE)	TOTAL COST
CLASS III - ALUMINUM PRE-CUT SIGN MATERIAL - .0080 GAUGE (CONTINUED)							
38	520	24 IN X 48 IN HORIZONTAL RECTANGLE	TP1-3		100 EA.	18.00	9,360.00
39	20	24 IN X 72 IN HORIZONTAL RECTANGLE	NO HOLES		100 EA.	27.00	540.00
40	1100	30 IN X 30 IN DIAMOND	TP1-2		250 EA.	14.06	15,466.00
41	1100	30 IN X 30 IN SQUARE	TP1-2		250 EA.	14.06	15,466.00
42	190	30 IN X 36 IN VERTICAL RECTANGLE	TP1-4		100 EA.	16.88	3,207.20
43	240	30 IN X 48 IN HORIZONTAL RECTANGLE	TP1-3		100 EA.	22.50	5,400.00
44	20	30 IN X 60 IN HORIZONTAL RECTANGLE	TP1-3		100 EA.	28.13	562.60
45	280	36 IN X 36 IN DIAMOND	TP1-2		100 EA.	20.25	5,670.00
46	280	36 IN X 36 IN SQUARE	TP1-2		100 EA.	20.25	5,670.00
47	20	36 IN X 45 IN HORIZONTAL RECTANGLE	TP1-3 (FOLLOW "M" SERIES DETAIL)		100 EA.	25.31	506.20
48	130	36 IN X 48 IN VERTICAL RECTANGLE	TP1-4		100 EA.	27.00	3,510.00
49	20	36 IN X 60 IN HORIZONTAL RECTANGLE	SPECIAL DETAIL		100 EA.	33.75	675.00
50	370	48 IN X 48 IN DIAMOND	TP1-2		100 EA.	36.00	13,320.00
51	20	48 IN X 60 IN VERTICAL RECTANGLE	TP1-4		100 EA.	45.00	900.00
52	20	24 IN X 24 IN INTERSTATE SHIELD	FEDERAL		250 EA.	10.70 <i>AC</i>	214.70

* TP1-1 : SEE WVDOT STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-1
 TP1-2 : SEE WVDOT STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-2
 TP1-3 : SEE WVDOT STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-3
 TP1-4 : SEE WVDOT STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-4
 SPECIAL DETAIL : SEE ATTACHED SPECIAL DETAIL SHEET
 FEDERAL : SEE FHWA STANDARD HIGHWAY SIGNS PUBLICATION, LATEST EDITION

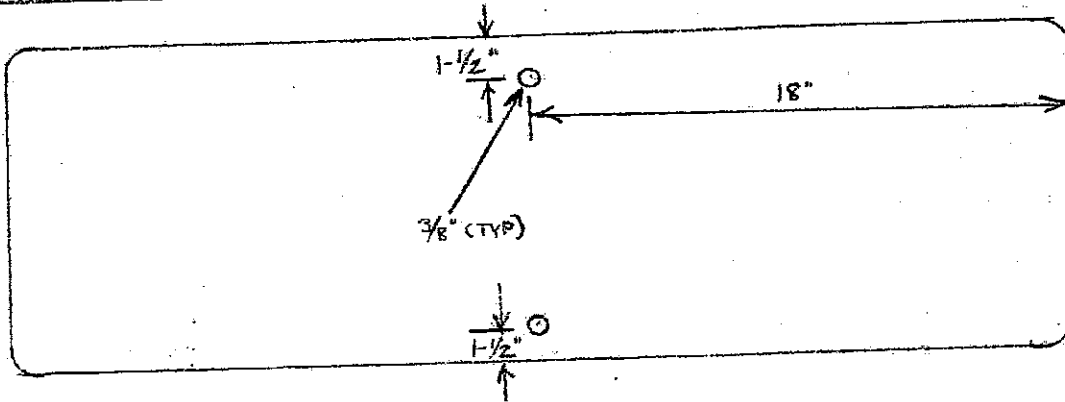
BID SCHEDULE (CONTINUED)

ITEM NUMBER	ESTIMATED QTY	DESCRIPTION	PUNCHING DETAIL*	APPROX. WEIGHT PER UNIT (LBS)	MAX SHEETS / BLANKS PER STACK	UNIT COST (ROUND PRICE TO 2ND DECIMAL PLACE)	TOTAL COST
CLASS III - ALUMINUM PRE-CUT SIGN MATERIAL - .0080 GAUGE (CONTINUED)							
53	20	24 IN X 30 IN INTERSTATE SHIELD	FEDERAL		250 EA.	12.48	249.60
54	20	36 IN X 36 IN INTERSTATE SHIELD	FEDERAL		100 EA.	19.70	394.00
55	20	36 IN X 45 IN INTERSTATE SHIELD	FEDERAL		100 EA.	24.67	493.45
56	60	36 IN X 36 IN X 36 IN TRIANGLE	TP1-1		250 EA.	12.28	736.80
57	20	48 IN X 48 IN X 48 IN TRIANGLE	TP1-1		250 EA.	19.09	381.80
58	110	30 IN X 30 IN PENTAGON	FEDERAL		250 EA.	14.05	1545.50
59	30	36 IN X 36 IN PENTAGON	FEDERAL		100 EA.	18.69	560.70
60	60	36 IN X 48 IN X 48 IN PENNANT	TP1-2		250 EA.	16.01	960.60
61	50	36 IN CIRCLE	TP1-2		250 EA.	19.41	970.50
62	330	18 IN X 18 IN OCTAGON	SPECIAL DETAIL		500 EA.	4.59	1514.70
63	1500	30 IN X 30 IN OCTAGON	TP1-1		250 EA.	13.36	20040.00
64	100	36 IN X 36 IN OCTAGON	TP1-1		100 EA.	19.55	1955.00
65	20	48 IN X 48 IN OCTAGON	TP1-1		100 EA.	35.30	706.00
66	20	24 IN X 24 IN US ROUTE SHIELD	NO HOLES		250 EA.	9.00	180.00
67	20	36 IN X 36 IN US ROUTE SHIELD	NO HOLES		100 EA.	26.25	405.00
68	20	24 IN X 30 IN US ROUTE SHIELD	NO HOLES		250 EA.	11.25	225.00
69	20	36 IN X 45 IN US ROUTE SHIELD	NO HOLES		100 EA.	25.31	506.21

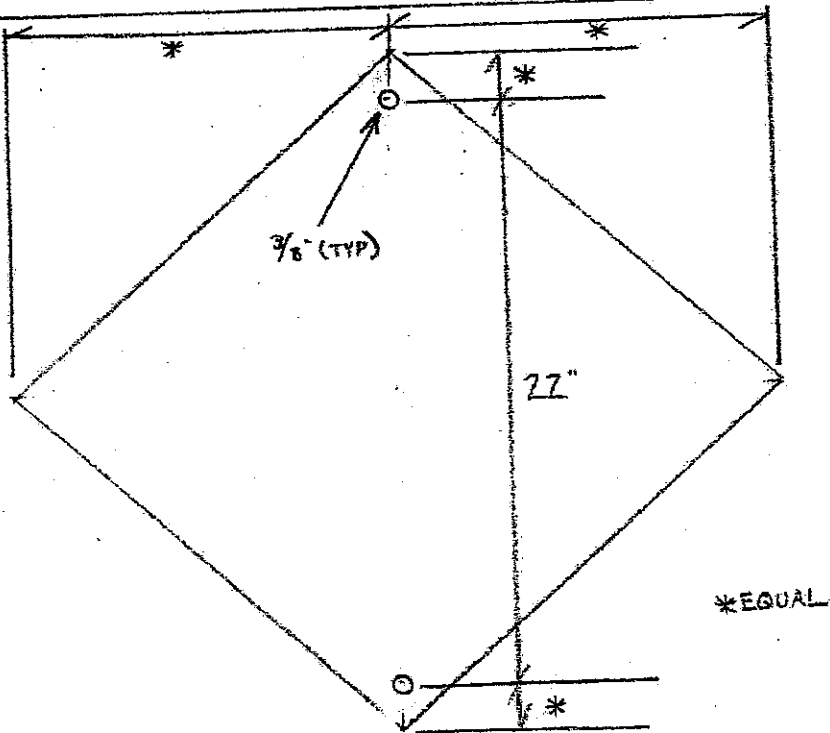
* TP1-1 : SEE WVDOT STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-1
 TP1-2 : SEE WVDOT STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-2
 TP1-3 : SEE WVDOT STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-3
 TP1-4 : SEE WVDOT STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-4
 SPECIAL DETAIL : SEE ATTACHED SPECIAL DETAIL SHEET
 FEDERAL : SEE FHWA STANDARD HIGHWAY SIGNS PUBLICATION, LATEST EDITION



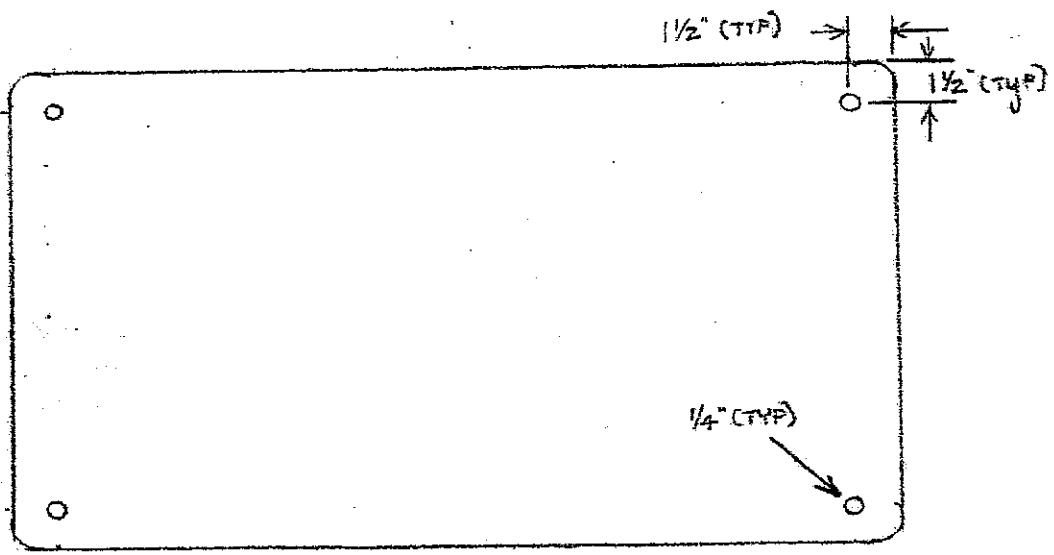
ITEM NUMBER 18



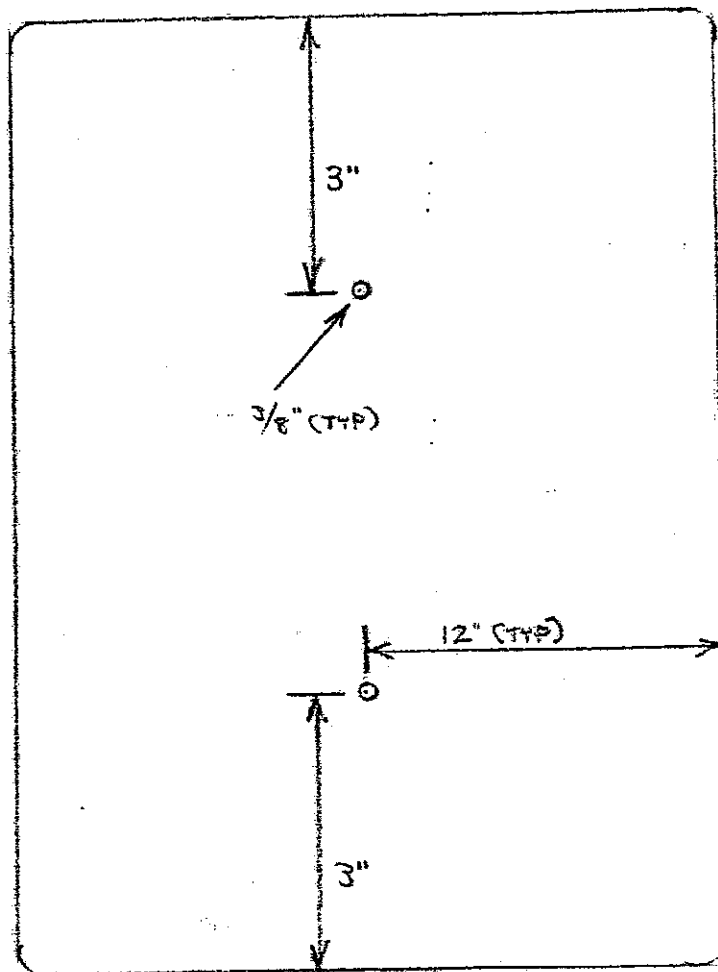
ITEM NUMBER 20



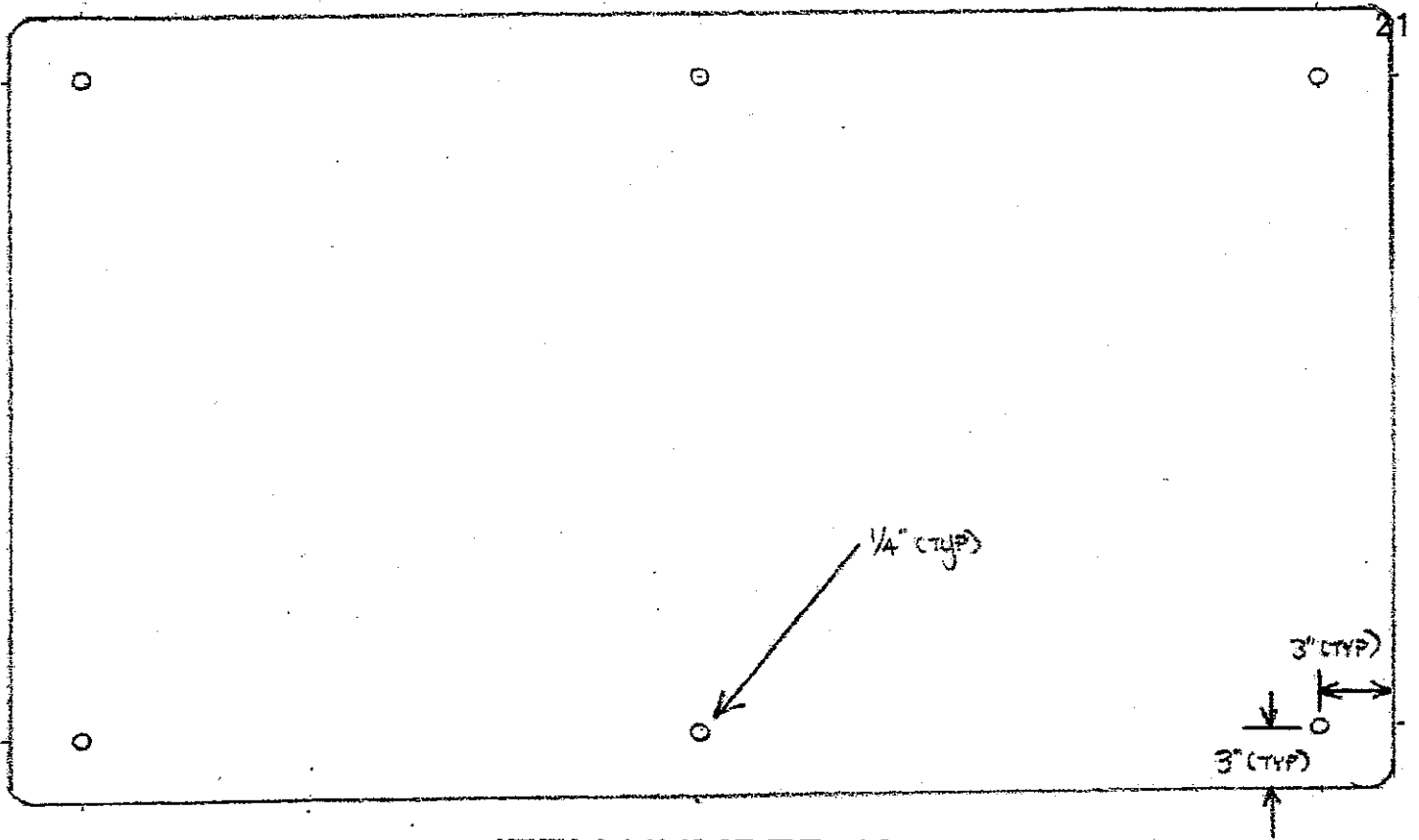
ITEM NUMBER 30



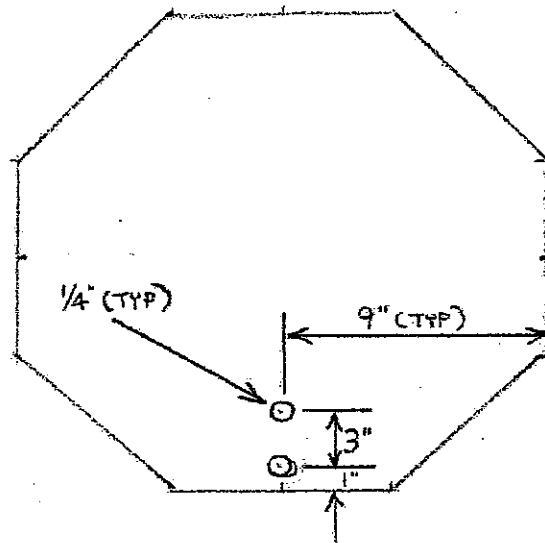
ITEM NUMBER 32



ITEM NUMBER 37



ITEM NUMBER 49



ITEM NUMBER 62

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Rocal, Inc

Authorized Signature:  Date: 2/14/08