



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  
**8512C3013**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ALAN CUMMINGS**  
**304-558-2402**

**\*204130426**      **804-794-1592**  
**RGA LLC**  
**1550 STANDING RIDGE DR**  
  
**POWHATAN VA 23139**

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

DATE PRINTED <b>03/26/2012</b>	TERMS OF SALE <b>NET 30</b>	SHIP VIA <b>BestWAY</b>	FOB <b>DESTINATION</b>	FREIGHT TERMS <b>PREPAID</b>
BID OPENING DATE: <b>04/18/2012</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>0001</b>				<b>550-85</b>		<b>14100<sup>00</sup></b>
<b>SIGNAL CABINETS &amp; NTCIP COMPLIANT CONTROLLERS</b>						
<b>OPEN-END CONTRACT</b>						
<p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT FOR EAGLE OR EQUAL POLE MOUNTED AND BASE MOUNTED SIGNAL CABINETS AND EAGLE OR EQUAL NTCIP COMPLIANT CONTROLLERS WITH ETHERNET PORTS PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO ALAN CUMMINGS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT ALAN.W.CUMMINGS@WV.GOV.</p> <p>DEADLINE FOR TECHNICAL QUESTIONS IS 04/11/12 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</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>						

**RECEIVED**  
**2012 APR 18 AM 9:52**  
**WV PURCHASING DIVISION**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: **804 794 1592** DATE: **4/16/12**

TITLE: **SALES** FEIN: **27-4404979** 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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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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 POWHATAN VA 23139

VENDOR

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

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/26/2012				
BID OPENING DATE: 04/18/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 3						
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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 BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (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 SERVICE 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, 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>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.: .....</p>						

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VENDOR

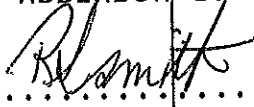
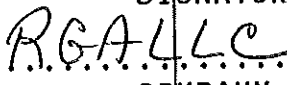
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<p><b>ADDENDUM ACKNOWLEDGEMENT</b></p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <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;">             .....            SIGNATURE              .....            COMPANY         </p>						

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<p>..... 4/16/12 .....            DATE</p>						
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</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 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>						

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WHEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'



**RFQ#: 8512C3013****Specifications**

Purpose: To establish an open end contract to provide the West Virginia Division of Highways with NTCIP compliant signal controllers and pole mounted and base mounted signal cabinets with hardware for use on WVDOH signals.

**1.0 DEFINITIONS**

- A. The "Agency" shall be defined as the West Virginia Division of Highways
- B. The "Vendor" shall be defined as the successful bidder.
- C. The "Purchase Order" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- D. "Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

**2.0 SCOPE OF WORK**

The successful Vendor shall provide Eagle or equivalent, NTCIP compliant traffic signal controllers, and base or pole mounted traffic signal cabinets.

**2.1 Contract Items:**

**Item# 1** shall be one (1) each Eagle NTCIP Base Mounted, NEMA Type 4 Signal Cabinet. The cabinet shall be UL listed and have a UL approval label installed on the inside of the main cabinet door. The cabinet shall also have labeling indicating date of manufacture, part number and drawing identification number. Cabinets shall be supplied with a minimum of four (4) – one (1") inch by two (2") inch slotted holes for anchor bolt entry on the interior of the cabinet. Anchor bolt centers shall be forty (40") inches wide by 18.50 inches deep.

The base mount cabinet shall be constructed of a minimum of 0.10 inch thick 5052-h32 aluminum with the following minimum exterior dimensions:



Height

54 Inches

Width

44 Inches

Depth

26 Inches

Four (4) anchor bolts shall be supplied with the cabinet.

**Item # 2** shall be one (1) each Eagle NTCIP Pole Mounted NEMA 4 Signal Cabinet. The cabinet shall be UL listed and have a UL approval label installed on the inside of the main cabinet door. The cabinet shall also have labeling indicating date of manufacture, part number and drawing identification number. The base mount cabinet shall be constructed of a minimum of 0.10 inch thick 5052-h32 aluminum with the following minimum exterior dimensions:

Height

51 Inches

Width

36 Inches

Depth

18 Inches

**Item#3** shall be 1 each Eagle NTCIP 12-Phase Compliant NEMA TS2, Type 2 Signal Controllers. The controller shall provide a minimum of four (4) fire-railroad preemption sequences, plus four bus preemption sequences. The controller interconnect shall operate with any of the following – non-interconnected coordination (time-based), telemetry, Ethernet, or hardwired.

### 3.0 SPECIFICATIONS FOR CABINETS

No cabinet shall exceed any of these dimensions by a maximum of two (2") inches. All exterior seams of the cabinet shall be continuously welded for the entire length of the seam of the interior of the cabinet. Tack welding of seams and sealed with application of silicon or other sealers is not acceptable. Unless otherwise specified, the cabinet interior and exterior shall be furnished as natural (unpainted) aluminum. All surfaces shall be clean and free of oil, weld marks, etc.

No holes for mounting rails or other main cabinet interior hardware shall be drilled through the cabinet walls. The conduit entry hole in the cabinet bottom must be field drilled to fit the location and the size of conduit required. The conduit entry hole must be placed as close as possible to the cabinet back wall when drilled.

**3.1 CABINET DOORS:** A stainless steel main door handle shall be supplied which is capable of being padlocked in the closed (locked) position. The cabinet handle shall operate a door strike plate assembly via a minimum 0.5 inch square (or round) solid stainless steel rod. The handle shall be oriented in such a way that it rotates inward when operated to the open position. The main door lock must be a keyed tumbler lock.

The main door shall be secured with a three-point latch assembly. The three-point latch assembly shall consist of a stainless steel strike plate located directly behind the handle in the approximate vertical center of the door that secures the center of the door. The strike plate shall operate two plated steel or stainless steel latch rods. The end of each rod shall be fitted with a minimum 0.75 inch diameter nylon roller complete with ball bearing to insure a smooth positive seal of the upper and lower main cabinet door. The main cabinet door shall be of essentially the same area as the front of the cabinet, and shall be provided with a #2 tumbler key lock and two keys.

The main door handle and all of its components shall be removable for replacement in the field. No parts shall be welded or permanently attached to the cabinet in any way that would restrict or prohibit replacement in the field with the use of simple tools.

The main door shall have a close cell neoprene gasket installed at its outer edge to form a watertight seal between the cabinet and main door. The gasket shall be a minimum of one (1") inch by 0.5 inch thick and shall be secured between the edge of the door and an "L" shaped bracket welded to the inside of the door. This bracket shall extend virtually the full length of the gasket around the door. The gasket shall mate against the main door opening, which shall be formed as a double flange around the entire doorframe. The flange shall be bent in such a manner as to apply increasing pressure against the gasket as the main door handle is rotated to the locked position. An automatic doorstop shall be provided on both pole and base mount and shall be located on the bottom of the door.

The main door for base mount shall be attached by four stainless steel butt hinges and for a pole mount using only three (3) stainless steel hinges – all which have minimum 6mm diameter stainless steel pins. They shall be mounted in such a way that the pins are released and not removable with the main door closed.

**3.2 MOUNTING RAILS:** In a base mounted cabinet, four unistrut rails (either "C" or "Z" channel) shall be installed on each side of the cabinet and two on the back of the cabinet. For pole mounted cabinets, two unistrut rails shall be installed on each side of the cabinet and two on the back of the cabinet. Each side rail shall extend from within six (6") inches of the top of the cabinet to six (6") inches from the bottom of the cabinet.

**3.3 SHELVES:** A minimum of two shelves the width of the cabinet with a minimum depth of 10.0 inches mounted toward the rear of the cabinet shall be supplied with each cabinet. Shelves shall be aluminum and shall have sufficient strength to support the controller unit and accessory equipment. Shelves longer than thirty-six (36") inches shall be reinforced with an angle underneath that shelf. Unless otherwise specified, the controller unit and conflict monitor shall be positioned on the top shelf. The shelves shall be attached with spring loaded unistrut type nuts and stainless steel bolts.

**3.4 VENTILATION:** A motor-driven fan shall be mounted on a plenum in the top of the cabinet. It shall utilize roller (ball) bearings and be rated at 45 liters/sec. A finger guard shall be riveted to cover the fan. The fan shall have a RC-network and V160LA20 MOV in parallel across the AC line to protect the controller unit from electrical noise generated by the fan.

The fan shall be controlled by a variable thermostat located on the plenum in close proximity to the fan. The thermostat shall have a minimum adjustable turn on range of 80 to 130 degrees F.

A filtered, weatherproof opening shall be provided on the main door near the bottom, a filter 12 inches x 16 inches x 1 inch shall fit smoothly and conveniently over this opening. The filter shall be the aluminum metal EX clean type and shall be reusable by blowing out dust particles. A positive filter retainer shall be supplied as a part of the main door assembly to firmly hold the filter against the opening. A fine mesh screen shall be provided between the filter and louvered opening to prohibit the entry of small insects. The screen shall be either aluminum or brass and fastened to the door permanently.

The exhaust for the fan shall occur above the main door under the top of the cabinet and shall be located to prevent entry of water into the cabinet. A perforated aluminum panel or screen shall be installed over the exhaust openings to prevent entry of small insects.

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The main door shall have a close cell neoprene gasket installed at its outer edge to form a watertight seal between the cabinet and main door. The gasket shall be a minimum of one (1") inch by 0.5 inch thick and shall be secured between the edge of the door and an "L" shaped bracket welded to the inside of the door. This bracket shall extend virtually the full length of the gasket around the door. The gasket shall mate against the main door opening, which shall be formed as a double flange around the entire doorframe. The flange shall be bent in such a manner as to apply increasing pressure against the gasket as the main door handle is rotated to the locked position. An automatic doorstop shall be provided on both pole and base mount and shall be located on the bottom of the door.

The main door for base mount shall be attached by four stainless steel butt hinges and for a pole mount using only three (3) stainless steel hinges – all which have minimum 6mm diameter stainless steel pins. They shall be mounted in such a way that the pins are released and not removable with the main door closed.

**3.2 MOUNTING RAILS:** In a base mounted cabinet, four unistrut rails (either "C" or "Z" channel) shall be installed on each side of the cabinet and two on the back of the cabinet. For pole mounted cabinets, two unistrut rails shall be installed on each side of the cabinet and two on the back of the cabinet. Each side rail shall extend from within six (6") inches of the top of the cabinet to six (6") inches from the bottom of the cabinet.

**3.3 SHELVES:** A minimum of two shelves the width of the cabinet with a minimum depth of 10.0 inches mounted toward the rear of the cabinet shall be supplied with each cabinet. Shelves shall be aluminum and shall have sufficient strength to support the controller unit and accessory equipment. Shelves longer than thirty-six (36") inches shall be reinforced with an angle underneath that shelf. Unless otherwise specified, the controller unit and conflict monitor shall be positioned on the top shelf. The shelves shall be attached with spring loaded unistrut type nuts and stainless steel bolts.

**3.4 VENTILATION:** A motor-driven fan shall be mounted on a plenum in the top of the cabinet. It shall utilize roller (ball) bearings and be rated at 45 liters/sec. A finger guard shall be riveted to cover the fan. The fan shall have a RC-network and V160LA20 MOV in parallel across the AC line to protect the controller unit from electrical noise generated by the fan.

The fan shall be controlled by a variable thermostat located on the plenum in close proximity to the fan. The thermostat shall have a minimum adjustable turn on range of 80 to 130 degrees F.

A filtered, weatherproof opening shall be provided on the main door near the bottom, a filter 12 inches x 16 inches x 1 inch shall fit smoothly and conveniently over this opening. The filter shall be the aluminum metal EX clean type and shall be reusable by blowing out dust particles. A positive filter retainer shall be supplied as a part of the main door assembly to firmly hold the filter against the opening. A fine mesh screen shall be provided between the filter and louvered opening to prohibit the entry of small insects. The screen shall be either aluminum or brass and fastened to the door permanently.

The exhaust for the fan shall occur above the main door under the top of the cabinet and shall be located to prevent entry of water into the cabinet. A perforated aluminum panel or screen shall be installed over the exhaust openings to prevent entry of small insects.

**3.5 POLICE PANEL:** A second handed door (police panel) shall be located near the top of the main door for base mounted and near the bottom section of pole mounted cabinets. The police panel box shall be continuously welded to the main door. A gasket shall be provided on the inside of the police panel door for the full width of the door opening to sure a watertight seal. The police panel door shall be attached with a stainless steel hinge pin. The hinge shall be attached with tamper proof (one way) stainless steel screws and locknuts.

The police door shall be provided with conventional police lock and key. The police panel shall provide access to the following controls:

- Manual control/Auto Switch shall be wired to the police panel terminal and shall be provided for each cabinet.
- Signal Auto/Flash Switch – On and Off (flash transfer shall be accomplished through de-energization of the flash transfer relay. Upon restoration of Signal Auto position from Flash, a momentary external start pulse shall be generated and applied to the controller unit to initiate the programmed start-up sequence. AC power shall not be removed from the controller unit to initiate the programmed start-up sequence. AC power shall not be removed from the controller unit during flashing operations).

**3.6 TECHNICIANS PANEL:** A technician switch panel shall be installed on the back cover of the police panel inside the controller cabinet. The following switches shall be supplied:

Detector Test Switches – Detector test push-button shall be installed in the cabinet so that calls can be placed on each vehicle and pedestrian phase. A push-button switch shall be provided and wired for each vehicle and each pedestrian phase (12 switches). Each switch shall mount in a 0.50 inch diameter hole and shall have a minimum 0.4 inch actuator. There shall be a toggle “kill” switch, such that power may be discontinued to all Detector Test Switches.

Controller Unit Power Switch - A switch shall be installed so that power to the controller unit and conflict monitor timer can be turned off. This switch shall not remove power from the detector rack.

Signals On-Off Switch - The signal on-off switch, when in the off position, shall extinguish all signal indications for normal and flashing modes without interrupting the controller unit, conflict monitor and associated equipment power.

Emergency Flash Switch - This switch shall initiate cabinet flash by de-energizing the flash transfer relays. Transfer into out of emergency flash via this switch shall be immediate and shall not restart the controller unit when returned to the normal operating position.

Wiring Diagram Holder - A 9.5 inch x 1.0 inch or larger plastic holder shall be mounted to the inside of the cabinet door for convenient keeping of wiring diagrams, installations layout, and timing records.

#### TECHNICIAN ASSESSORIES:

Convenience Outlet - A duplex convenience outlet shall be mounted on the inside right sidewall of the cabinet. The outlet shall be ground fault protected and shall be connected to the load side of the 20 amp circuit breaker that protects only the outlet, lamp and fan.

Cabinet Light - A minimum 18 inch, 15 watt fluorescent cabinet light shall be mounted on the inside of the cabinet above the door opening. The cabinet light shall have a RC-network and V150LA20 MOV in parallel across the AC line to protect the controller unit from noise. The door shall activate the cabinet light switch when the door is opened.

All hardware utilized in the cabinet assembly shall be aluminum, copper, nylon, brass, nickel plated brass or stainless steel.

#### TERMINAL FACILITIES:

Various panels shall be installed in the cabinet to mount the necessary terminal facilities required for the controller, coordination, preemption, detection, and signal circuits required for a full eight phase cabinet and controller unit. **A FULLY WIRED NEMA "C" CONNECTOR MUST BE PROVIDED.** All terminal facility panels shall be fabricated from minimum 3mm thick aluminum. The terminals shall be provided on thermoplastic or bakelite blocks with stainless steel or nickel-plated brass machine screws. Signal light field terminals shall utilize minimum 10-32 screws, detector terminals shall utilize minimum 8-32 screws and other terminals shall utilize minimum 6-32 screws except as otherwise noted in this specification.

Every terminal shall be silk-screened with a number and, when possible, the terminal functions mnemonic. Panels that utilize feed-thru

connectors shall be silk-screened with number and function mnemonics on both sides. No rub-on pressure sensitive or adhesive labels shall be permitted in the cabinet assembly.

Terminal facilities shall be located on the back and sides of the cabinet and below the shelves wherever possible. All terminal strips and exposed electrical connections shall be not less than six (6") inches from the floor of the base mount cabinet and not less than three (3") inches for a pole mount cabinet. The lower right cabinet sidewall shall contain the power panel and its related components. The lower left cabinet sidewall shall contain the detector panel with the detector terminals, preemption terminals and system communication terminals.

All wiring within the cabinet shall utilize stranded copper conductors. Conductors shall be properly sized for the operating capacity. Insulation shall conform to MIL standards for Type BN conductors; clear nylon jacket over color-coded PVC insulation. Where wire exceeds #18 AWG, type TFFN or THHN insulation may be substituted for type BN insulation.

All wiring within the cabinet shall be properly terminated at all points. Harness connections and all other connections made on the back of the back panel shall be terminated by soldering individual wires directly to the terminal strips. Slip-on or fast-on type terminals or insulation displacement methods shall not be utilized on the back of any panel for any purpose. Where terminal screws are provided, a suitable spade type terminal lug shall be attached to the end of the wire. Any crimp connection to terminals shall be made only with a controlled cycle, ratchet type tool approved for use on the specific terminal being installed. In addition, no more than three wires may be connected under any terminal screw. Connections to the field terminal blocks for the conflict monitor conductors shall be made with the use of ring type terminals, which require removal of the screw in order to disconnect the terminal. Right terminals shall not be used at any other location in the cabinet. Any stranded wire connection made to a compression type terminal (ground bar, neutral bar, etc.) shall require tinning of the strands with solder before insertion into the compression lug. Connections to circular connectors shall be made by soldering or machine applied crimp connections. Hand applied crimp connectors are not acceptable.



The following color code shall be utilized throughout the cabinet:

120 VAC	-- --	Black
120 VAC Neutral		White
Chassis Ground		Green
Logic Ground		Gray
+24 VDC		Red

These colors shall not be utilized for any purpose other than that so specified within the cabinet. All harnesses shall be covered with an "Expando" sleeve. Nylon cable ties, tape etc. are unsuitable for use as a harness.

All inductive loads shall be suppressed with a series R/C network consisting of a 0.1 uf 600 V capacitor and a 100 ohm ½ watt resistor connected in parallel with the load. In addition, a V150LA20 MOV shall be connected in parallel with the R/C network. The MOV and the R/C network shall also be provided on the duplex receptacle, fan and fluorescent lamp. All DC inductive loads shall be suppressed with a reverse biased diode wired in parallel with the inductive load.

**3.7 POWER PANEL:** Each cabinet shall be furnished with a power panel mounted on the lower right cabinet sidewall. This panel shall provide terminals for the incoming 120 VAC power line capable of accepting up to a #4 AWG conductor for line, neutral, and ground. In addition, the power panel shall provide mounting for circuit breakers 1 and 2, the surge arrester, line filter, solid state relay/contacter, neutral bus bar, ground bus bar, and rail road preemption circuit. The circuit breakers shall be located on the panel closest to the main door opening. All wiring on the power panel shall be properly sized for its application. Main power wiring between circuit breakers, surge arrester, line filter and solid state relay/contacter shall be a minimum of #8 AWG conductor for line, neutral and ground functions. The power panel shall be furnished with a clear lexan safety cover to prevent accidental contact with the power panel components. The safety cover shall have a cutout area for access to the circuit breakers and shall be secured with thumbscrews for easy removal. All arrestors shall be placed on the visible side of its respective panel. Two (2) circuit breakers shall be provided for the incoming power distribution, circuit breaker #1 shall be rated 30 amps and shall control the signal bus,

detectors, control equipment flasher and related flashing equipment. Circuit breaker #2 shall be rated 30 amps and shall power the fan, fluorescent lamp, duplex receptacle circuits and any auxiliary components.

A line filter shall be supplied to reduce any outgoing noise into the AC power line; minimum rating to the line filter shall be 60 amps.

A modular, solid state relay/contacter shall be provided for control of power to the loadswitches (signal bus). Minimum acceptable rating of the solid state relay/contacter for signal bus control shall be 30 amps.

A main, modular power lightning arrester shall be provided in the cabinet. This arrester shall consist of a primary and secondary stage. The primary stage shall be connected in parallel across the incoming AC line, neutral and ground. The line connections shall be made from the load side of circuit breaker #1. The neutral connection shall be made from the neutral power lug. The ground connection shall be made from the ground lug. Each of these connections shall be short and direct. No other connections shall be made for line, neutral or ground before the lightning arrester (except circuit breaker #1). The second state of the lightning arrester shall be high-speed silicon protector intended to protect the controller unit, detector rack power supply, pedestrian call isolator and emergency vehicle preemption. The main power lightning arrester shall be an EDCO Model SHA-1250 - no substitutes shall be allowed without prior acceptance.

A rail road preemption circuit shall be provided with an 120 VAC relay to provide electrical isolation. This relay shall be wired with one side of the coil connected to a continuous, one amp fused source of 120 VAC. The other side of the coil shall be connected to a terminal. An adjacent terminal shall be provided with AC Neutral. These terminals shall be the connection point for the railroad circuit. The relay shall be maintained in a normally energized state with no train present. When a train is detected, the railroad circuit shall open and the relay shall de-energize and initiate the preempt sequence. A test switch shall be provided to open the coil circuit of the relay. A red LED shall also be provided next to the test switch to be illuminated whenever the relay is in its de-energized (preempt active) state. A V150LA120 MOV and R.C. network shall be installed across the coil of the relay.

**3.8 BACKPANEL:** Each cabinet assembly shall be furnished with a backpanel located on the lower center rear of the cabinet. The backpanel shall mount the loadswitches, flasher, flash transfer relays and controller unit input/output terminals. A base mounted cabinet shall have a 16-position backpanel (capable of terminating 16 loadswitches) and shall be provided. Further, six (6) flash transfer relay bases shall be provided with terminals for flash color programming for loadswitches 1 through 12 (vehicle phases 1 through 8, and overlaps 1 through 4). The

backpanel shall be mounted in such a way that it shall be possible to lower it for access to all terminals on the rear with the use of simple hand tools. A pole-mounted cabinet shall have a 12-position back panel (capable of terminating 12 load switches) and shall be provided. Further, four (4) flash transfer relay bases shall be provided with terminals for flash color programming. Each backpanel shall be provided complete with all flash transfer relays. Per phase loadswitches shall be furnished as required for each intersection plus two (2) spares. Load switch input and output groups shall be color-coded orange for red, yellow for yellow and blue for green. Loadswitch outputs shall be wired with #16 AWG conductors. Harnesses shall be #22 AWG 19 strand.

**3.9 DETECTOR PANEL:** Each cabinet shall be furnished with a detector field panel mounted on the lower left cabinet sidewall. This panel shall provide field terminals for the detector loops, pedestrian pushbuttons, emergency vehicle preemption detectors, system communication conductors and railroad preemption circuits. In addition to the field conductors, terminals shall be provided for the 8 vehicle detector inputs, 4 pedestrian detector inputs, 8 logic level phase green outputs, (diode isolated), per channel detector rack outputs, per channel pedestrian isolation outputs and per channel emergency vehicle preemption outputs. This arrangement shall permit full programming of detector and pedestrian call phase assignments as well as phase green delay inhibit functions without having to provide additional wiring to the backpanel or soldering of additional wire on the detector rack.

**3.10 INTERFACE PANEL:** A panel shall be provided on the upper left side wall to provide an interface for MS-D (manufacturer type) harness connection of a NEMA controller unit. The panel shall mount a connector to provide an interface for the MS-D functions as specified by the manufacturer. Each controller unit furnished shall be supplied with a MS-D cable three feet in length.

The MS D interface panel shall be provided with a 120 VAC relay to provide electrical isolation for the flash sensing circuit. This relay shall be connected to the solid state contactor and shall be energized under normal signal operating conditions. This relay shall de-energize if the cabinet flash transfer relays de-energize or if the signal power is de-energized. The output of this relay shall be communicated to the controller unit for reporting of flash conditions to a central monitor. A V150LA120 MOV and R.C. network shall be installed across the coil of the relay.

A door switch shall be provided and connected to the MS D interface panel to indicate cabinet door open status. This switch shall provide a logic ground input whenever the main cabinet door is open.

A shelf detector rack shall be furnished as a full detector panel. The detector rack shall be fully wired to the detector panel. The detector rack shall be fully wired for all functions even though some functions may not be used at the present time. This includes a call output for each vehicle, pedestrian, a delay inhibit input for each vehicle channel, a common reset input for all vehicle channels and all necessary power conductors. The detector rack shall be a sturdy aluminum frame designed to mount card guides and edge connectors for all of the cards contained in the rack. All racks are to be bolted to the cabinet shelf. All racks should be configured as shown on the following sheet labeled DUAL RING/CARD RACK MOUNTED DETECTORS.

All cards edge connectors shall utilize gold plated mating surfaces and shall be of the solder type. No crimp connections of any type will be allowed for attachment of loop lead-in conductors.

All loop lead-in wiring, from the detector panel to the detector rack, shall utilize tightly twisted conductors to eliminate coupling. Tightly twisted means a minimum of (36) thirty-six twists per (12) twelve inch length. Loop lead-in twisted pairs shall utilize a white/black stripe conductor for color-coding.

All cabinets must be provided with a minimum of eight (8) position, NEMA racks, fully wired. Each position must be wired for video detection and be wired for two (2) channel detectors or Priority Control System (P.C.S.). Each position and channel should be as designed and labeled per intersection as indicated, with the exception position 7 and 8, which shall accommodate the intersection's P.C.S. The Cabinet Vendor shall design and configure detection assignments as closely to the below Position Configuration as possible.

The basic format for Rack Position assignments should duplicate the following as closely as possible, but may be altered with regard to the intersection design:

	<u>POSITION</u>							
	1	2	3	4	5	6	7	8
<b>CHANNEL 1</b>	PH1	PH2	PH2	PH3	PH4	PH4	PCS	PCS
<b>CHANNEL 2</b>	PH6	PH5	PH6	PH8	PH7	PH8	PCS	PCS

**PH # = Phase Number PCS = Priority Control System**

NOTE: System detectors when required are to be clearly marked and placed in unused position slots. In no case should system detectors (sampling stations) be assigned to a channel with a phase detector in the same position.

**3.11 DOCUMENTATION:** Each cabinet assembly shall be provided with two (2) complete and accurate wiring diagrams. The wiring diagrams shall contain an identification number, which is also attached to the cabinet on an engraved nameplate. This number shall identify the prints for a specific cabinet assembly.

The cabinet assembly will not be considered complete without the required documentation.

#### **4.0 FREIGHT**

4.1 All shipments shall be FOB Destination.

4.2 The vendor shall be responsible for all freight charges incurred as a result of the purchase under this contract.

#### **5.0 DELIVERY**

Release Orders shall be delivered in full within a maximum of forty-five (45) Calendar Days ARO. If the vendor is unable to deliver in full within forty-five (45) Calendar days, the Vendor shall be subject to a daily (per Calendar Day) penalty at the purchasing organizations discretion for each Calendar Day beyond forty-five (45) Calendar Days ARO, until the order is received in full. This penalty shall be assessed by subtracting the penalty from the payment due to the Vendor upon full delivery of the Release Order. The penalty shall not exceed the original total amount of the Release Order. The penalty shall be calculated based on the Table shown in the following address:

<http://www.transportation.wv.gov/highways/contractadmin/specifications/pages/LiquidatedDamages.aspx>

Delivery is an integral part of this contract and failure to comply will be cause to initiate a WV-82, Vendor Performance Form. This form will officially notify the West Virginia Division of Purchasing and the Vendor of unsatisfactory performance in the execution of this contract and the requirements herein.

## 6.0 ORDERING AND INVOICING

### 6.1 RELEASE ORDERS

For all orders, the Agency will issue to the vendor a ~~WV-39~~ Release Order. Issuance of the release Order shall contain the type of merchandise to be purchased and shall serve as the authorization to begin work.

There shall be no minimum order size associated with this contract. Release Orders must be held by the Vendor until a maximum order point is reached.

## 7.0 PAYMENT

The state of West Virginia currently utilizes a VISA purchasing card program which is issued through a local bank. The vendor must accept the State of West Virginia purchasing card for payment of all orders placed against this contract.

Invoice shall be sent to:

WVDOH Traffic Engineering

ATTN: Josh Hemsworth

1900 Kanawha Blvd. E

Bldg. 5 RM A550

Charleston, WV 25305

## 8.0 AWARD

Contract Sections

Purchase order will be awarded to the lowest responsible bidder meeting all mandatory specifications complete and not split.

**BID SCHEDULE**

ITEM NUMBER	ESTIMATED QUANTITY*	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	1	each	Eagle or equal NTCIP Base Mounted Cabinets	5900 <sup>00</sup>	5900 <sup>00</sup>
2	1	each	Eagle or equal NTCIP Pole Mounted Cabinets	5600 <sup>00</sup>	5600 <sup>00</sup>
3	1	each	Eagle or equal NTCIP Compliant Controllers	2600 <sup>00</sup>	2600 <sup>00</sup>
<b>CONTRACT TOTAL</b>				—————>	<b>14100<sup>00</sup></b>

\* Quantities in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities ordered for delivery during the term of the contract, whether more or less than the quantities shown. Award will be based on the total."



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: RGALLC Signed: [Signature]
Date: 4/16/12 Title: SALES

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

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: RGALLC

Authorized Signature: R Smith Date: 4/16/12

State of VIRGINIA

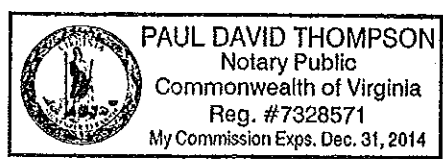
County of POWHEATAN, to-wit:

Taken, subscribed, and sworn to before me this 16 day of APRIL, 2012.

My Commission expires DEC 31, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC. [Signature]



Please use this document for technical questions, posing in a question format

Please refer to the section your question is in reference to.

Technical questions for RFQ# \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Questions:

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