

# KANAWHA COUNTY COMMISSION

P. O. BOX 3627  
407 VIRGINIA STREET, EAST  
CHARLESTON, WEST VIRGINIA 25336  
(304) 357-0115

## Request for Quotations

RE: Upgrade the Kanawha County Courthouse Fire Alarm System for the Kanawha County Commission

CONTACTS: Questions Regarding Bid Submission: Questions Regarding Bid Specifications:  
Jerie Whitehead  
Purchasing Director  
Kanawha County Commission  
407 Virginia Street, East, 3<sup>rd</sup> Floor  
Charleston, WV 25301  
(304) 357-0115  
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Stephen Neddo  
Maintenance Director  
Kanawha County Commission  
407 Virginia Street, East, 2<sup>nd</sup> Floor  
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MANDATORY PRE-BID CONFERENCE: A Mandatory Pre-Bid Conference will be held on Thursday, February 21, 2019, at 10:00 a.m. in the Kanawha Commission Meeting Room located on the first floor of the Old Kanawha County Courthouse, 409 Virginia Street, East, Charleston, WV 25301

BID OPENING: Bids must be received on or before Thursday, February 28, 2019, at 11:00 a.m. in the Kanawha County Commission Purchasing Office, 407 Virginia Street, Third Floor, Room 229, Charleston, WV 25301, (P.O. Box 3627, Charleston, WV 25336)

### INSTRUCTIONS TO BIDDERS:

#### **\*PLEASE USE THIS FORM AS THE COVER SHEET FOR YOUR QUOTATION**

1. **Quotations must be received in a sealed envelope with the date and time of the bid opening on the outside of the envelope. Faxed or electronically submitted bids will not be accepted.**
2. Bids must be F.O.B. Delivery Point, unless otherwise indicated in bid.
3. All bids should be signed in ink showing all facts and the total amount of the bid.
4. The Kanawha County Commission reserves the right to accept or reject in part or in whole any bid submitted, whichever is in the best interest of the County.

Item #	Quantity	Description	Amount
1	1 Lot	Design and Provide & Install Labor and Equipment to Upgrade the Kanawha County Courthouse Fire Alarm System	\$ _____

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

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

WV Contractor's License Number: \_\_\_\_\_

### \*\*\*ATTENTION VENDORS\*\*\*

Have you registered for the Kanawha County Commission Automatic Vendor E-Mail Notification System for bid specifications? Register by visiting our website @ <http://rfp.kanawha.us>

# REQUEST FOR QUOTATIONS TO UPGRADE THE KANAWHA COUNTY COURTHOUSE FIRE ALARM SYSTEM

Stephen Neddo, Director, Kanawha County Commission Maintenance  
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steveneddo@kanawha.us

**Intent:** These specifications are intended to describe the upgrade of the Kanawha County Courthouse fire alarm system for the Kanawha County Commission. The details contained in the following specifications are not designed to exclude any manufacturer from bidding but are offered as a means of describing the needs of the Kanawha County Commission. Where brand names are used, the words "or equal" are assumed to follow. All specifications are minimum requirements unless otherwise stated. Any deviations from the stated specifications must be described in detail. The merit of such deviations will be considered with regard to the Kanawha County Commission's intended use.

**Mandatory Pre-Bid Conference:** A Mandatory Pre-Bid Conference will be held on Thursday, February 21, 2019, at 10:00 a.m. in the Kanawha County Commission Meeting Room located on the first floor of the Old Kanawha County Courthouse, 409 Virginia Street, East, Charleston, WV 25301. Attendance is mandatory.

**Bid Due Date & Public Bid Opening:** Sealed bids will be received until Thursday, February 28, 2019, at 11:00 a.m. in the Kanawha County Commission Purchasing Department, 407 Virginia Street, East, Third Floor Room 229, Charleston, WV 25301, at which time all bids will be opened and read aloud. The public is welcome to attend.

**Preparation of Bid Documents:** Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address and name of the project for which the bid is submitted with the bid opening date and time. Where sealed bids are forwarded by mail, they shall be enclosed in another envelope addressed to the Kanawha County Commission Purchasing Department, 407 Virginia Street, East, Room 229, P.O. Box 3627, Charleston, West Virginia 25301. In addition, the name of the bidder should appear in the upper left-hand corner, with the name of the project and the bid opening date and time marked plainly on both envelopes. This is to ensure the bid being received at the proper location by the proper bidding time and will prevent accidental opening of the main bidding package.

**Addenda:** The Kanawha County Commission will not be held responsible for oral interpretations of the specifications given by any of its employees, representatives, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information pertaining to the specifications can be given. If any addenda are issued to this RFP, the Purchasing Director will attempt to notify all prospective bidders who have secured the original RFP document. However, it will be the responsibility of each vendor, prior to submitting their competitive bid, to contact Stephen Neddo via phone at (304) 357-0570 or via email to Steve Neddo@kanawha.us to determine if any addenda were issued and to make such addenda a part of their competitive bid document.

**Method of Award:** The Kanawha County Commission reserves the right to reject any or all bids and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the Kanawha County Commission. In making an award, intangible factors such as bidder's service, integrity, facilities, equipment, reputation and past performance will be weighed. The Kanawha County Commission also reserves the right to request additional information from any bidder who submits a bid for the work outlined in this document. This request for information would occur after the submission deadline and before an award is made.

**Stockholders:** A list of all stockholders by name and address owning 5% or more of the successful bidder's current stock must be submitted prior to the issuance of a contract. In the case of partnerships or sole proprietorships, those receiving a 5% or more share of the company's net profit must be listed.

**Equal Employment Opportunities:** The successful bidder for this project, prior to the issuance of a contract, shall certify that they do not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin.

**Immigration Reform and Control Act (IRCA):** The successful bidder shall certify, prior to the issuance of a contract that they are in complete compliance with the above noted Act.

**Payment Terms:** The successful bidder may expect payment by the Kanawha County Commission within sixty (60) days following delivery and acceptance of the item(s) purchased and installed, and receipt of a proper invoice. An acceptance letter/final invoice must be reviewed and signed by an authorized representative of the Kanawha County Commission.

**Delinquent Taxes:** No contract or purchase of materials or equipment will be awarded to a company whose tax account with the Kanawha County Sheriff is delinquent.

**Bid Surety:** A bid surety in the form of a cashier's or certified check, or a bond written by a company licensed to do business in West Virginia in the amount of five percent (5%) of the total amount of the bid, made payable to the Kanawha County Commission, must accompany all bids. The bid surety will be forfeited to the Kanawha County Commission if the bidder fails to execute a contract within five (5) days from date of notification that he/she has been awarded the contract. Unsuccessful bidders will receive a full refund of their surety. The successful bidder will receive a full refund upon executing the contract.

**General Conditions:** This Request for Quotations (RFQ) is being issued to obtain bids from qualified firms wishing to contract with the Kanawha County Commission to upgrade the Kanawha County Courthouse fire alarm system. The successful bidder shall conform to relevant Federal, State and Local regulations, obtain proper permits related to these projects and provide copies of insurance and worker's compensation certificates. In making an award, technical feasibility and reliability, past performance, experience and qualifications will be considered. Submissions may be mailed or hand delivered to the Kanawha County Commission Purchasing Department, 407 Virginia Street East, Third Floor, Room 229, Charleston, WV 25301 (P.O. Box 3627, Charleston, WV 25336). All documents must be submitted in a sealed envelope with the request for quotations project name written on the outside of the sealed envelope.

**Quotation Due Date:** Submissions will be received until Thursday, February 28, 2019, at 11:00 a.m. Submissions received after this time will not be opened. If forwarded by mail, prospective bidders must allow for sufficient time for mailing to reach the above referenced address prior to scheduled closing time for the receipt of quotations. No electronic, facsimile, telephonic or oral bids will be accepted. The response to this request for quotations should be signed by a representative of the firm who is authorized to contractually bind the firm.

**Changes, Amendments or Modifications to Quotations:** Any changes, amendments, or modifications to a bid statement must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted bid. Changes, amendments or modifications to bids shall not be accepted or considered after the hour and date specified as the deadline for submission of quotations.

**Pending Lawsuits:** The successful firm must indicate any pending legal actions against it.

**General Specifications:** The work outlined in this RFQ shall consist of the following:

Design, Furnish Equipment / Installation Materials / Installation Labor and Project Management for the Installation of Kanawha Court House Fire Alarm Upgrade Project. All work to be in accordance with National Electric Code, NFPA 72 and WV Fire Code. Engineered System Drawings will be submitted for Customer Approvals. All plan approval fees must be included.

Technician Support, Project Management and Customer Support to be included in the contract price and to be performed by winning bidder.

Equipment and Support provided for Kanawha Court House, Scope of Work to include the following:

1. 1 intelligent, addressable Fire Alarm Panel with power supply. Addressable: allows to pinpoint exactly which device has been activated.
2. Voice Evac System Microphone and Speakers
3. All new wire and use existing conduit only from old system
4. Install New High-Fidelity Speaker Strobes (Voice Evac)
5. New Smoke Detectors, Pull Stations and Heat/Smoke detectors, OSID Beam Detectors in Main Hall of First Floor for smoke detection. OSID: Open Area Smoke Imaging Detection
6. System Programming, System Checkout, System Commissioning
7. Submittals / Drawings / Catalog Sheets
8. Submittal Package for WV Fire Marshal Review / Permits / Fees
9. Factory Technician Support for Kanawha County Court House
10. NFPA Testing / Inspection, NFPA Certification - Acceptance Paperwork
11. O&M Manuals / Technician Supported Customer - End User Training
12. Specify warranty for parts, labor and spare parts as needed.
13. Davis Bacon Wage Rates as established by the most recent publication of those rates, are required to be paid, for all non-exempt work performed by the contractor. The Commission reserves the right to request any and all payroll records. Payment of overtime, workers compensation and any other required coverage are the exclusive responsibility of the contractor as required by local, state and/or federal laws or regulations. Certified Payrolls are to be submitted with each invoice.

**Indemnification and Care of Work:** The Contractor shall be responsible for all damages to persons or property that may arise as a result of the Contractor's acts, omissions or negligence in connection with the performance, proper care and protection of all work performed until its completion and final acceptance by the Kanawha County Commission as provided hereinafter.

Contractor hereby agrees to indemnify and hold and save the Kanawha County Commission harmless from any and all liability, losses and claims for damages including attorneys' fees resulting from any claims or causes of action for personal injury or property damage that may arise during and by reason of the negligent acts or omissions of the Contractor, its agents, employees and/or subcontractors during performance of the contract and hereby agrees to indemnify the Kanawha County Commission, State and Federal Governments against any claims arising from such work.

The Kanawha County Commission shall pay the Contractor for full and complete performance of the contract. The contract price shall be payable and may be paid in installments as invoices for completed work are received.

**Inspection of Work and Correcting of Defects:**

1. All work under the contract shall be subject to inspection, surveillance and testing by the Kanawha

County Commission at all reasonable times. All such inspections shall be performed in such a manner as will not unduly delay the work.

2. Contractor warrants that the services and work to be rendered are completed in the time allowed.
3. At any time during the performance of the contract or within ninety (90) days after the issuance of the Certificate of Acceptance by the Kanawha County Commission of the work to be completed hereunder, the Kanawha County Commission may require the Contractor to remedy, by whatever means necessary, any failure by the Contractor to comply with the Contractor's obligations under this contract and, except as provided in this subsection, the Contractor shall have no obligation or liability to correct or otherwise remedy any work which is claimed to be defective in workmanship or otherwise not in conformity with the requirements of the contract.

## **DISPUTES & ARBITRATION:**

- A. If, at any time, a difference of opinion or dispute shall arise between the parties to this agreement with respect to any right or obligation arising under this agreement, the question in dispute, if it cannot be settled between the parties themselves, may be referred to arbitrators consisting of three competent and disinterested persons, one of which persons shall be selected by the Owner, one by the Contractor, and the third by the two arbitrators thus chosen by the Owner and Contractor. The party desiring that any matter be submitted to arbitration shall give written notice thereof to the other party, stating therein the specific point or points in dispute and naming the person selected by said party as an arbitrator, and it shall be the duty of the other party, within fifteen days after receiving such notice, to agree in writing to submit the dispute to arbitration and to name an arbitrator. If the party upon whom such notice is served fails to respond thereto with such fifteen-day period, then such failure shall be deemed a refusal by such party to agree to submit the dispute to arbitration and civil action may be filed in the Circuit Court of Kanawha County, West Virginia, for the purpose of resolving the dispute. In the event such other party does agree in writing to submit to arbitration but fails to name an arbitrator, the party desiring arbitration may apply to the Judge of the Circuit Court of Kanawha County, West Virginia, to appoint such arbitrator. Likewise, in the event of the failure of the arbitrators thus named to agree upon the third arbitrator within twenty days after notification of their appointment, then the third arbitrator may be named by such Judge upon application of either party hereto, and such Judge is empowered to name such arbitrator. The arbitrators thus chosen shall give to the parties to any dispute written notice of time and place of hearing and at the time and place appointed shall proceed with the hearing, unless, for some good cause of which the arbitrators, or a majority of them, shall be the sole judge, it shall be postponed until some later date within a reasonable time. The discussion of the board of arbitrators thus constituted, or a majority of the persons composing the same, shall be made in writing and a copy thereof delivered to each of the said parties. Payment of the expenses of such arbitration, including the fees of the arbitrators, shall be as directed by the board of arbitration, or a majority thereof.
- B. If the parties hereto expressly agree to submit any dispute to arbitration as herein provided then, and in such event, the decision rendered by the arbitrators shall be binding upon the parties and shall be specifically enforceable. If the parties do not agree, in writing, to submit such dispute to arbitration, the party requesting such arbitration may file a civil action in the Circuit Court of Kanawha County for the purpose of resolving such dispute; however, a request for arbitration shall not be a prerequisite to filing a civil action to settle any such dispute.

- C. Where the parties have submitted any question to arbitration as herein provided, the award of arbitrators shall be final and conclusive upon said parties with reference to the question so submitted and any judgment may be entered upon it in accordance with the provisions of Article 10, Chapter 55 of the Code of West Virginia, 1931, as amended.

**Termination of Contract and Liquidated Damages:**

1. If the Contractor refuses or fails to perform this work in a workmanlike manner, to the satisfaction of the Kanawha County Commission or contrary to the terms of the agreement, or fails to work with such diligence as will insure its completion within the time specified in the contract, including extensions, if any be granted, then the Kanawha County Commission by written notice to the Contractor may terminate the Contractor's right to proceed with the work. On such termination, the Kanawha County Commission may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor shall be liable to the Kanawha County Commission of any additional cost incurred by the Kanawha County Commission in the completion of the work and, in addition, the Contractor shall also be liable for liquidated damages for any delay in the completion of the work as is outlined in the following paragraph.
2. If the work is not completed within the time stipulated in the contract, including authorized extensions of time, then the Contractor shall pay to The Kanawha County Commission, as agreed, liquidated damages for each calendar day of unauthorized delay in completion of the work the sum of one hundred dollars (\$100.00) per day and the Contractor shall be liable to The Kanawha County Commission therefore.

**Compliance with Laws:**

1. The Contractor shall complete such action as is required to become fully informed of all State and National Laws and Municipal Ordinances and Regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and the Contractor shall at all times observe and comply with and shall cause all the Contractor's agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations orders and degrees and the Contractor shall further protect and indemnify the Kanawha County Commission and its officers and agents from any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or decree, whether by the Contractor or the Contractor's employees.
2. All notices required or authorized to be given to the Kanawha County Commission by the Contractor pursuant to the contract shall be delivered by the Contractor to the Kanawha County Commission, 407 Virginia Street East, Second Floor, Charleston, WV 25301.

**Insurance:** Contractor shall provide worker's compensation for all of the Contractor's employees. Contractor shall also provide vehicle liability coverage for all vehicles and equipment of Contractor in the total liability limits of one million dollars (\$1,000,000.00) and general liability coverage in the amount of one million dollars (\$1,000,000.00). Successful Contractor shall provide the Kanawha County Commission with certificates for the foregoing insurance coverage with the Kanawha County Commission designated as additional insured.

**Consent Required for Subcontracting:** The Contractor shall not subcontract or otherwise authorize any of the work required to be completed under the contract to be done or completed by subcontract or by persons other than the Contractor and the Contractor's representatives and employees unless the Kanawha County Commission shall first consent in writing to the same.

**Bid Documents:**

The following documents are required to be submitted with the bid:

1. The completed Bid Specification Coversheet (Page 1 of this document)
2. Any addenda or supplements
3. 5% Bid Bond

**Contract Documents:**

The contract shall consist of the following documents:

1. These specifications
2. Any addenda or supplements to the specifications
3. Contractor's Vendor Registration
4. Worker's Compensation Certificate
5. Certificate of Insurance Coverage
6. Verification that Kanawha County taxes are current
7. List of Stockholders
8. Bid Bond

**Davis Bacon Wage Rates** as established by the most recent publication of those rates, are required to be paid, for all non-exempt work performed by the contractor. The Commission reserves the right to request any and all payroll records. Payment of overtime, workers compensation and any other required coverage are the exclusive responsibility of the contractor as required by local, state and/or federal laws or regulations. Certified Payrolls are to be submitted with each invoice.

**Rejection of Bids:** The Kanawha County Commission will consider incomplete any bid not prepared and submitted in accordance with the provisions herein outlined and may reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time & date specified will not be opened. No bidder may withdraw a bid after the actual bid opening. The Kanawha County Commission reserves the right to reject any and/or all bids that do not meet the specifications and to waive any informality in bidding.

The Kanawha County Commission also reserves the right to reject any or all submissions for any reason.