KANAWHA COUNTY COMMISSION

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

Request for Proposals

Re: Request for Proposals for Low Voltage Cabling Runs and Fiber Connection Repairs at the Kanawha County Courthouse

Date: May 16, 2022

Proposal Due Date: **Proposals must be received on or before Tuesday, June 21, 2022, at 11:00 a.m. in the Kanawha County Commission Purchasing Office, 407 Virginia Street, East, 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 BID**

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

Item #	Description	Bid Amount
1	Low Voltage Cabling Runs and Fiber Connection Repairs at the Kanawha County Courthouse per the Attached Specifications	$_____
Written bid amount: _____		

Vendor Name: _____ Date: _____

Address: _____

Telephone: _____ Signature: _____

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 @ https://kanawha.us/purchasing-receiving

SPECIFICATIONS
COUNTY COMMISSION OF KANAWHA COUNTY
CHARLESTON

ITEM: Request for Proposals for Low Voltage Cabling Runs and Fiber Connection Repairs at the Kanawha County Courthouse

LOCATION: Kanawha County Courthouse
409 Virginia Street, East
Charleston, WV 25301

CONTACT:

Questions Regarding Bid Submission:
Jerie Whitehead
Purchasing Director
Kanawha County Commission
P.O. Box 3627
Charleston, WV 25336
jeriewhitehead@kanawha.us

All Other Questions and to Schedule a Walk-Thru: Greg Jones, Director
Kanawha County Commission
IT Department
407 Virginia Street, East
Charleston, WV 25301
Telephone: 304- 357-0554
gregjones@kanawha.us

BID OPENING: Sealed Proposals must be received on or before Tuesday, June 21, 2022, at 11:00 a.m. in the Kanawha County Commission Purchasing Department, 407 Virginia Street, East, Third Floor, Room 229, Charleston, WV 25301 (PO Box 3627, Charleston, WV 25336)

The Kanawha County Commission is requesting proposals for low voltage cabling runs and fiber connection repairs at the courthouse, per the detailed specifications and quantities listed below:

Davis Bacon Wage Rates for low-voltage wiring are required.

To schedule a walk-through, please contact Greg Jones, IT Director, at 304-382-3738 or 304-357-0554.

Low Voltage Cabling Specifications:
The prospective vendor will provide approximately 220 CAT6A drops and cable removal for Commission, OEM, and County Clerk's Office.
Certified Category 6A patch cables for all horizontal cable drops meet associated manufacturer warranty specifications. All cables will be terminated, tested, and labeled on rack mounted patch panels furnished and installed by the vendor. All work will be scheduled to minimize disruptions to the facility and staff.

Section 1: Scope of Services
The selected contractor will be required to provide voice grade Category 6A or better data cabling distribution to support voice and data communications for the Kanawha County courthouse. The contractor shall design and install a complete "end-to-end" system for transmission of voice, data, and video signals. The system shall be designed, installed, and tested to the proposed Category 6a specification. A typical station location consists of universal cable runs and termination jacks for each data outlet and terminating to RJ45 jacks.
All terminating backboards, patch panels, connecting cable, patch cords, wire management rings and trays, ladder racks, labeling, racks, and all other hardware necessary will be provided by the contractor. Services is to include data cabling, racks, patch panels, jacks, patch cords, and all wire mold or conduit as needed. All cabling will be self-supported and conform to building codes. 12 Strand armored single mode fiber runs connecting Clerk and OEM switch locations to the core. Infrastructure cable pathways installation as needed.

Contractor to provide drawings detailing drop location and labeling along with certified test reports of cable

Basic Parts List: (Contractor responsible for actual quantities)

1	12 RU Wall Mount Rack w/ Glass locking Door.
1	2'x3'x3/4", painted fireproof plywood or Fireproof backboard of equal or greater size.
1200'	12 Strand OS2 Single Mode Plenum Fiber, Armored jacket
3	1RU 2 panel Fiber Enclosure
4	12 Strand SM OS2 LC adapter panel w/ pigtail
3	1M OS2 LC/LC SM Fiber patch cable
5	Leviton 48 port CAT 6A keystone patch panel
1	Leviton 24 port CAT 6A keystone patch panel
35	CAT6A Plenum Cable 1000' Reel, Blue
220	Leviton CAT6A keystone Jacks – Black
220	Leviton CAT6A keystone jacks - Blue
191	Leviton 1 Port Keystone Single Gang Plate
27	Leviton 2 Port Keystone Single Gang Plate
12	Leviton 1 port surface mount box
210	Cat6A 3' Patch Cables
210	CAT6A 10' Patch Cables
200	2" J-hooks with proper mounting hardware

Under the Requirements section:
Contractor shall supply a detailed parts list of components being installed that meet the specifications and scope of services.
This project is not based on pricing alone, Kanawha County Commission reserves the right to disqualify any bid based on lack of an approved solution and approved materials.

Factors such as material and labor rate increase during the duration of this project must be considered. The Bidder shall consider the nature and amount of work to be done as well as the difficulties involved in its proper execution. The bid shall include all costs deemed necessary to cover all contingencies essential to the installation of the specified system. Total cost for installation materials, labor project management, and other miscellaneous items must be listed separately.

A complete materials list, including description, manufacturer, part number, quantity, unit price and total price must also be included. A statement of estimated labor hours and prevailing hourly labor rates must be included.

All products and materials shall be new, clean free of defect, damage, and corrosion.

Where discrepancies are found during the bid process, the most stringent requirements must be included in the bid. Any cost encountered, which is not specifically itemized in the bid, shall not be incurred unless specifically agreed upon in writing by both parties. No additional compensation will be allowed for extra work incurred on the part of the Contractor due to the bidder's failure to notice any existing condition, which may cause additional labor.

REQUIREMENTS:

The Contractor is responsible for all required notification and permitting requirements concerning

this project. Copies of all documents are to be forwarded, to the Kanawha County Commission Purchasing Office

The Contractor shall be responsible for all damages to persons or property that may occur as a result of the Contractor's fault or negligence until the completion of the project and final acceptance by the Commission.

Contractor hereby indemnifies, holds and saves harmless the Kanawha County Commission, the State of West Virginia and the Federal Government free from any and all claims for damages sustained by the Contractor during performance of this contract, and hereby indemnifies the Kanawha County Commission, the State of West Virginia and the Federal Government against any claims arising from such work.

In the event the Commission should be cited for a violation of any applicable State, Federal or local law, rule or regulation as a result of the Contractor's actions associated with the activities described herein, Contractor shall reimburse the Commission for all attorney's fees associated with the defense of same and also reimburse the Commission for any fines, penalties and other costs paid as a result of Contractor's actions.

DAVIS BACON WAGES

Davis Bacon Wage Rates, as established by the most recent publication of those rates, are required to be paid, for all work performed by the Contractor. **Certified payroll records are to be submitted with Contractor's Invoice**. 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.

The Contract price shall be payable and paid in full after the Contractor has completed all work required under this Contract and the Commission shall have issued its Certificate of Acceptance certifying that all work as required under this Contract has been fully and satisfactorily completed and is accepted by the Commission.

INSPECTION OF WORK AND CORRECTION OF DEFECTS

All work under this contract shall be subject to inspection by the Commission at all reasonable times. All such inspection(s) shall be performed in a manner as will not unduly delay the work.

Contractor warrants that the services and work are to be rendered and completed in a manner acceptable to the Commission and within the stated time.

At any time during the performance of the work described or contemplated herein, or within 90-days after the issuance of a Certificate of Acceptance by the Commission, the Commission may require the Contractor to remedy, by whatever means necessary, and at no additional cost to the Commission, any failure by the Contractor to comply with the Contractor's obligations to the Commission and to those State, Federal and Local Regulatory agencies having jurisdiction over the activities associated with the scope of work defined herein or as may be amended and mutually agreed upon by both parties in the future.

DISPUTES AND ARBITRATION THEREOF

Exhibit A
ARTICLE 7 - 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 an 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.

COMPLIANCE WITH LAWS

The Contractor shall complete such action as is required to become fully informed of all State and Federal laws and local 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. 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 decrees. 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.

In the event the Commission should be cited for a violation of any applicable State, Federal or local law, rule or regulation as a result of the Contractor's actions associated with the activities described herein, Contractor shall reimburse the Commission for all attorney's fees associated with the defense of same and also reimburse the Commission for any fines paid as a result of Contractor's actions.

STANDARDS OF QUALITY AND CODES:

All work must conform to all rules and regulations of all governmental authorities and agencies having jurisdiction over the project, including, but not limited to:

1. Federal Occupational Safety & Health Administration Regulations (OSHA)
2. WV Department of Environmental Protection
3. WV Bureau of Public Health
4. WV State Fire Marshall
5. WV Department of Natural Resources

For the Owner's Record, submit copies of permits, licenses, certifications, inspection reports, releases, notices, receipts for fee payments, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of work.

THE COPELAND "ANTI-KICKBACK" ACT

The Copeland Anti-kickback Act makes it a crime for anyone to require any laborer or mechanic employed on a Federal or Federally Assisted project to Kickback any part of his or her wages.

CONTRACT WORK HOURS AND SAFETY STANDARDS

The contract work hours and Safety Standards Act requires overtime pay for laborers and mechanics at a rate of one and one-half times the basic rate of pay for hours worked on covered contracts in excess of 40 hours in a workweek. This Act also requires the assessment of liquidated damages at the rate of $10 per day for each day that each laborer and mechanic worked without payment of the required overtime compensation. The Act has no job site limitations.

EQUAL OPPORTUNITY REQUIREMENTS

Title V of the Civil Rights Act of 1964 provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of race, color, or national origin.

Section 3 of the HUD Act of 1968, as amended, provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of the project area and that contracts for work to be performed be awarded to business firms located in or owned in substantial part by persons residing in the project area.

Section 109 of the HUD Act of 1974, as amended, provides that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, national origin, or sex under any program or activity funded under Title I of the HUD Act of 1974, as amended.

Executive Order 11246, as amended, provides that no persons shall be discriminated against, on the basis of race, color, religion, sex, or national origin in any phase of employment.

Executive Order 11625 provides that grantees establish affirmative action programs for minority business enterprise utilization. Contractors are required to utilize maximum efforts to realize goals set forth in such programs.

WORKERS COMPENSATION & UNEMPLOYMENT PREMIUMS

Contractor shall provide worker's compensation and unemployment coverage for all Contractors' employees. Written documentation that Contractor's workers compensation and unemployment premiums are current is required to be submitted with Contractor's Bid.

LIABILITY INSURANCE

Contractor is to provide liability coverage for all vehicles and equipment of Contractor with total limits of one million dollars ($1,000,000) per occurrence. Prior to commencement of the project, successful Contractor is to provide proof of a minimum one million dollar ($1,000,000) per occurrence, commercial general liability insurance policy with the Kanawha County Commission named as additional insured.

REQUIRED FORMS:

Vendor shall complete and submit, or have on file with the County, a Vendor Registration and Disclosure Statement Form. A registration form is being supplied for your convenience.

REJECTION OF PROPOSALS:

The Kanawha County Commission reserves the right to accept or reject, in part or in whole, any and/or all proposals submitted and to waive any informalities in bidding, whichever is in the best interest of the Kanawha County Commission.

TERMS AND CONDITIONS:

1. No proposal will be accepted or opened on any County contract if the vendor is listed on the last published list of delinquent personal property taxes in Kanawha County. However, the Kanawha County Commission will accept quotes by vendors who provide satisfactory proof of payment of current taxes or a certification from the Sheriff that no taxes are due prior to submission and said quote.

2. Vendor shall not, without buyer's written consent, bill at a higher price than stated in the bid document.

3. Withdrawal of Bids: Any bidder may withdraw its bid, either personally or by written request, at any time prior to the scheduled time for the opening of bids. No bidder may withdraw its bid for a period of forty-five (45) days after the date set for opening thereof and all bids shall be subject to acceptance by the owner during this period.