



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Solicitation**

NUMBER
GSD136426

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

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RFQ COPY  
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DEPARTMENT OF ADMINISTRATION  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED
02/07/2013

BID OPENING DATE:

03/05/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		340-16		
UPGRADE FIRE ALARM SYSTEM IN BLDG 5, 6 AND 7  REQUEST FOR QUOTATION (RFQ) CONSTRUCTION  THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR UPGRADES TO THE FIRE ALARM SYSTEM IN BUILDINGS 5, 6 AND 7 LOCATED ON THE WEST VIRGINIA STATE CAPITOL COMPLEX AT 1900 KANAWHA BOULEVARD EAST IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.  ***** THIS IS THE END OF RFQ GSD136426 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

| A pre-bid meeting will not be held prior to bid opening.

| A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

| A **MANDATORY PRE-BID** meeting will be held at the following place and time:

February 21, 2013 at 10:00 am in the lobby of Building 5 located on the West Virginia State Capitol Complex at 1900 Kanawha Boulevard, East in Charleston, West Virginia. Please note that parking in and around the Capitol Complex is limited and vendors should allow sufficient time to secure parking.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: Friday, February 22, 2013 at 5:00 PM EST

Submit Questions to:

Krista S. Ferrell, Buyer Supervisor

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-4115

Email: krista.s.ferrell@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: \_\_\_\_\_  
SOLICITATION NO.: \_\_\_\_\_  
BID OPENING DATE: \_\_\_\_\_  
BID OPENING TIME: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus  convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:     Technical  
                   Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

Tuesday, March 5, 2013 at 1:30 PM EST

Bid Opening Location:

Department of Administration, Purchasing Division  
2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on   
  
and extends for a period of  year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to  successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within  90 calendar  days.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

**Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- | **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
  - | **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - | **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - | **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- | **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

**Commercial General Liability Insurance:**  
 or more.

**Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

<input type="checkbox"/>	<input type="text"/>
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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[ ]	[ ]	
[ ]	[ ]	
[ ]	[ ]	
[ ]	[ ]	

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount

\$100.00 per day for failure to complete

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

**14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

**15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

**18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

**20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

**21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <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 Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

**43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- [ ] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total



contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:

Contractor's License No.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
    - ii. Name of each subcontractor
    - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
    - iv. Notation that no subcontractors will be used if the bidder will perform the work
  - d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
  - e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
    - i. The subcontractor listed in the original bid has filed for bankruptcy;
    - ii. The subcontractor in the original bid has been debarred or suspended; or
    - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

REQUEST FOR QUOTATION  
GSD136426: Building 5, 6, 7 Fire Alarm System Upgrade

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of General Services Division to establish a contract to upgrade the fire alarm system in Buildings 5, 6 and 7 located at 1900 Kanawha Boulevard East, Charleston, West Virginia. The intent is to expand the existing EST3 (Edwards System Technology) fire alarm system to monitor and control the existing non-addressable zones located in Buildings 5, 6, & 7.

The Agency has provided the most current fire alarm system inspection report in GSD136426: Attachment C. The Vendor shall refer to GSD136426: Attachment A for system specifications.

Work shall be conducted as a single project. The work schedule shall be reviewed and approved by the Agency Project Manager prior to commencement of the work. The Vendor shall coordinate the schedule around the Agency's work requirements.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all work as indicated by these specifications. The Vendor shall furnish any incidental work, materials, labor and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents.

Any equipment or material contracted for prior to receipt of the signed purchase order and written Notice to Proceed letter shall be at the Bidder's risk.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

**2.1 "Contract Services"** means providing all labor, materials and equipment necessary to upgrade the fire alarm system in Buildings 5, 6 and 7.

**2.2 "Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Attachment B.

**2.3 "RFQ"** means the official request for quotation published by the Purchasing Division and identified as GSD136426.

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**3. QUALIFICATIONS:** Vendor shall have the following minimum qualifications:

- 3.1. The Vendor shall supply at least three references indicating their capabilities to perform such work (use Attachment A). References should include the name, location of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the work.
- 3.2. The Vendor must provide references for at least three (3) distinct contracts documenting the successful completion of repair and warranty services of the type specified in the enclosed bid specifications.
- 3.3. Personnel shall be trained and certified by the manufacturer to install the units specified in the contract documents.
- 3.4. Installation personnel shall be certified by NICET as fire-alarm Level II technician.

**4. MANDATORY REQUIREMENTS:**

- 4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

**4.1.1 Expansion Panel**

4.1.1.1 The Vendor shall provide an expansion panel in the basement, near the current panels, for connection to all initiating and indicating circuits.

4.1.1.2 The new panel shall provide LCD display and control.

**4.1.2 System Interface**

4.1.2.1 The Vendor shall provide and install the required UL listed interface modules and power supplies for the entire system.

4.1.2.2 The Vendor shall provide and install the system per the specifications in Attachment A.

4.1.2.3 The system provided by the Vendor shall be compatible with existing system and the whole system, after interface, shall fully function as a fire alarm monitoring and alarm system.

4.1.2.4 The Vendor shall be required to replace any non-functional devices in the system.

#### 4.1.3 Contract Schedule

4.1.3.1 The Contract shall be completed within Ninety (90) calendar days from the issuance of the written Notice to Proceed.

4.1.3.2 The Vendor shall provide the Agency Project Manager with an overall project schedule within seventy-two (72) hours of Award of the Contract. The proposed project schedule shall indicate areas to be worked. Where coordination or disruption of office workspaces or occupants may be required, provide at least one week's advance notice prior to conducting work in those areas. Vendor shall adhere to schedule provided and coordinate through the Agency Project Manager.

#### 5. CONTRACT AWARD:

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**5.2 Pricing Page:** Vendor should complete the Pricing Page by providing a lump sum bid for all labor, materials and necessary equipment needed to complete the work. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

**6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency.

#### 7. PAYMENT:

**7.1** Agency shall pay flat fee as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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7.2 Invoices shall be submitted for payment (in arrears) and must include the following information:

7.2.1 Invoice must include invoice date, service dates, FEIN number, complete address of vendor and Master Contract number.

7.2.2 Invoices shall be mailed to the following address:

General Services Division  
1900 Kanawha Blvd. E.  
Building 1, Room MB-68  
Attn: Business Manager  
Charleston, WV 25305

8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service. Vendor shall provide a list of personnel that includes a copy of their valid driver's license or other legal identification and date of birth. Under no circumstances shall personnel be assigned to this project without first submitting employee information to the General Services Division and subsequent approval given to the Vendor.

9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

9.6. Vendor employees shall carry valid photo ID badges to be worn when working in the building.

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**10. VENDOR DEFAULT:**

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Cancellation of the Contract.

10.2.2. Cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

11.2. **Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Municipal laws, along with all regulations, and ordinances of any regulating body.

11.3. **Project Closeout:**

11.3.1. Final cleanup shall be completed prior to final inspection.

11.3.2. Vendor shall submit warranty documents to Agency Project Manager at final inspection.

11.3.3 Perform final inspection with the Agency Project Manager.



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**11.4. Final Inspection:** The Final Inspection will be conducted by a Project Manager from the Agency. Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance. Final Acceptance does not waive or release Vendor to conform to the Contract Documents.

**11.5. Use of Facilities:** Work areas will be limited to those spaces required for access to the building.

Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Storage needs can be coordinated with the Agency Project Manager.

Agency facilities shall remain in use during this contract. Vendor shall work with the Agency Project Manager and Protective Services to coordinate the temporary access to work areas. Vendor shall minimize disruption to building work areas and loading dock access.

Vendor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Vendor shall coordinate the location of service connections or use of receptacles with the Agency Project Manager to avoid overloading existing circuits.

**11.6 Work Restrictions:** Work shall be generally performed inside the existing building between normal business hours of 7:00 am to 5:00 pm, Monday through Friday, except state recognized holidays. Weekends may be permitted when pre-arranged with the Agency Project Manager.

Vendor shall not leave open doors unattended and shall close doors when not in use. This is a non-smoking building. Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.

**11.7 Parking:** No parking is available on the project site. Parking in non-designated areas is not permitted. Parking is the responsibility of the Vendor. With prior approval, Vendor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work. Use of loading dock areas or sidewalk areas for parking is strictly prohibited.

**11.8 Codes:** All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

**11.9 Safety:** All applicable local safety and OSHA rules and guidelines shall be met by the Vendor. Work shall be subject to verification and inspection by GSD Safety

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representatives. Such verification shall not relieve the Vendor from meeting all applicable safety regulations and inspection by other agencies.

Notify Owner if suspected hazardous materials are encountered. Any areas requiring abatement will be provided by the GSD under separate contract.

**11.10 Hot Work Permit:** Vendor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Owner will review work area and issue a 'Hot Work Permit' prior to Vendor commencing work. Note that the Vendor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

**11.11 Workmanship:** Vendor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square as applicable. Vendor shall verify all dimensions.

**11.12 Warranty:** A three (3) year warranty on labor and materials (as indicated in Section 1.6 of Attachment A) or the manufacturer's warranty, whichever is greater, are required.

## SECTION 283111 – FIRE ALARM SYSTEM

### PART 1 - GENERAL

#### 1.1 PROJECT INFORMATION

- A. Vendor will expand the existing EST3 Fire Alarm System to monitor and control the existing non-addressable zones located in Buildings 5, 6, & 7. The Vendor will also provide an expansion panel in the basement, near the current panels, for connection to all initiating and indicating circuits. The new panel shall provide LCD display and control. Vendor will provide the required UL listed interface modules and power supplies for complete system.

#### 1.2 SUMMARY

##### A. Section Includes:

1. Fire-alarm control unit.
2. Manual fire-alarm boxes.
3. System smoke detectors.
4. Single station smoke detectors.
5. Heat detectors.
6. Notification appliances.
7. Magnetic door holders.
8. Remote system annunciator.
9. Addressable interface device.
10. Digital alarm communicator transmitter.
11. Connecting to sprinkler flow switches and OS&Y valve tamper switches.
12. Interface to existing EST3 Fire Alarm System

- B. Refer to elevator operation in “Electrical Powered Equipment”.

#### 1.3 SYSTEM DESCRIPTION

- A. System shall expand the existing Edwards Systems Technology (EST3) addressable fire alarm system.
- B. System shall be non-coded, UL Listed intelligent analog addressable system, one way voice communications with multiplexed signal transmission and survivable network nodes.
- C. The System supplied under this specification shall utilize node to node, direct wired, multi priority peer-to-peer network operations. The system shall utilize independently addressed, input/output modules, audio amplifiers, and voice communications as described in this specification. The peer-to-peer network shall contain multiple nodes consisting of the command center, main controller, remote control panels, and LCD panels. Each panel shall be an equal, active, functional member of the network, which is capable of making all local decisions and generating network tasks to other panels in the event of panel failure or communications failure between panels. Master/slave system configurations shall not be considered as equals.

- D. The system shall provide bi-directional communication isolators to comply with NFPA 72-2010.

#### 1.4 SUBMITTALS

- A. The Vendor shall purchase no equipment for the system specified herein until the Agency has approved the project submittals in their entirety and has returned them to the Vendor. It is the responsibility of the Vendor to meet the entire intent and functional performance detailed in these specifications. Approved submittals shall only allow the Vendor to proceed with the installation and shall not be construed to mean that the Vendor has satisfied the requirements of these specifications.
- B. The Vendor shall submit three (3) complete sets of documentation for the submittals within 30 calendar days after award of purchase order.
- C. The Vendor shall provide to the West Virginia Fire Marshal a complete set of shop drawings including battery calculations and lumen output of strobe lights at each location, etc.
- D. Each submittal shall include a cover letter providing a list of each variation that the submittal may have from the specifications of the contract documents. In addition the Vendor shall provide specific notation on each shop drawing, sample, catalog cut, data sheet, installation manual, etc. submitted for review and approval, of each such variation.
  - 1. Submittals shall be approved by authorities having jurisdiction prior to submitting them to the Agency.
  - 2. Shop drawings shall be prepared by persons with the following qualifications:
    - a. Trained and certified by manufacturer in fire-alarm system design.
    - b. NICET-certified fire-alarm technician, Level IV minimum or registered Professional Engineer.
- E. Product Data: Product data sheets shall be submitted with the printed logo or trademark of the manufacturer of all equipment. Indicated in the documentation shall be the type, size, rating, style, and catalog number for all items proposed to meet the system performance detailed in this specification.
- F. Shop Drawings shall:
  - 1. Include plans, elevations, sections, details, and attachments to other work.
  - 2. Comply with recommendations in the "Documentation" Section of the "Fundamentals of Fire Alarm Systems" Chapter in NFPA72 Edition 2010.
  - 3. Include voltage drop calculations for notification appliance circuits.
  - 4. Include battery-size calculations.
  - 5. Include performance parameters and installation details for each detector, verifying that each detector is listed for complete range of air velocity, temperature, and humidity possible when air-handling system is operating.

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6. Include plans, sections, and elevations of heating, ventilating, and air-conditioning ducts, drawn to scale and coordinating installation of duct smoke detectors and access to them. Show critical dimensions that relate to placement and support of sampling tubes, detector housing, and remote status and alarm indicators. Locate detectors according to manufacturer's written recommendations.
  7. Interface to existing equipment provide and single-line connection diagram.
  8. Include floor plans to indicate final outlet locations showing address of each addressable device. Show size and route of cable and conduits.
- G. Operation and Maintenance Data: Documentation provided by the vendor for fire-alarm systems and components shall:
1. Comply with the "Records" Section of the "Inspection, Testing and Maintenance" Chapter in NFPA72.
  2. Provide "Record of Completion Documents" according to NFPA72 article "Permanent Records" in the "Records" Section of the "Inspection, Testing and Maintenance" Chapter.
  3. Provide a copy of the site-specific software database file, hardcopy print-out and CD, with password for delivery to the Agency. Proprietary system/service companies will not be acceptable.
  4. Provide "Maintenance, Inspection and Testing Records" according to NFPA72 article of the same name and include the following:
    - a. Frequency of testing of installed components.
    - b. Frequency of inspection of installed components.
    - c. Requirements and recommendations related to results of maintenance.
    - d. Manufacturer's user training manuals (hardcopy) and electronic on CD.
  5. Provide manufacturer's required maintenance related to system warranty requirements.
  6. Provide an abbreviated operating instruction for mounting at fire-alarm control unit.
  7. Provide a copy of NFPA72.
- H. Software and Firmware Operational Documentation shall include:
1. Software operating and upgrade manuals.
  2. Program Software Backup: On magnetic media or compact disk, complete with data files.
  3. Device address list.
  4. Printout of software application and graphic screens.
  5. CD of site-specific software database files with passwords and electronic product data sheets.
  6. A hard copy print-out of the software program. Proprietary system/service companies will not be acceptable.
  7. A complete system comparison report for each change implemented during the warranty period.
  8. A list of global system settings.
  9. A list of the contents of each system cabinet and their settings.
  10. A list of all addressable devices with their addresses and settings.

## 1.5 QUALITY ASSURANCE

- A. Vendor shall obtain fire-alarm system components that are compatible with, and operate as, an extension of existing system.
- B. Electrical components, devices, and accessories shall be listed and labeled as defined in NFPA70, by a qualified testing agency, and marked for intended location and application.
- C. NFPA Certification: Vendor shall provide the Agency with NFPA certification according to NFPA72 in the form of a placard by an approved alarm company.

## 1.6 WARRANTY and SOFTWARE SERVICE AGREEMENT

- A. The Vendor shall provide a warranty on all materials, installation and workmanship for three (3) years from the date of successful installation and final acceptance by the Agency, unless otherwise specified. Refer to Section 11.4 of the RFQ for terms of final acceptance. A copy of the manufacturers' warranty shall be provided with closeout documentation and included with the operation and installation manuals.
- B. Technical Support: Beginning at final completion (Section 11.4 RFQ), software support for three (3) years shall be included in this project.
- C. System Support: During the warranty period, defects that render the system inoperative shall be repaired within 24 hours after the Agency has notified the Vendor.
- D. Detector Sensitivity Testing: During the warranty period, each year the Vendor shall perform detector sensitivity testing and provide the report to the Agency unless the system is UL Listed to perform automatic sensitivity testing without any manual intervention. In the latter case, a copy of UL letter must be provided as proof of system operation.
- E. Upgrade Service: Service shall update software to latest version at contract's final completion. Service shall install and program software upgrades that become available within one (1) year from date of completion. Upgrading software shall include the operating system. Upgrade shall include new or revised licenses for use of software. Copy of license will be required prior to contract award and is preferred to be submitted with the bid.
  - 1. Provide 30 days' notice to Agency to allow scheduling for access to the system and to allow Agency to upgrade computer equipment if necessary.

## 1.7 EXTRA MATERIALS

- A. Vendor shall furnish extra materials that match products that are installed. The extra material must be packaged with protective covering for storage and identified with labels describing contents.
  - 1. Smoke Detectors, heat detectors, monitor modules and control modules: Quantity equal to 2% percent of amount of each type installed, but no fewer than 2 unit of each type.
  - 2. Keys: Ten extra sets for access for locked and tamperproof components.
  - 3. Audible and Visual Notification Appliances: 2% of each type installed.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. **Manufacturers:** Expanding the existing EST Fire Alarm System. The materials, appliances, equipment and devices shall be tested and listed by a nationally recognized approvals agency for use as part of a protected premises protective signaling fire alarm system.
- B. The Vendor shall provide, from a manufacturer meeting the specification above (A), current product lines, equipment, and components which comply with the requirements of these specifications. Equipment or components which do not provide the performance and features required by these specifications are not acceptable, regardless of manufacturer.
- C. Strict conformance to this specification is required to ensure that the installed and programmed system will function as designed, and will accommodate the future requirements and operations of the Agency. All specified operational features must be met without exception.
- D. All control panel assemblies and connected (new) field appliances shall be designed and tested to ensure that the system operates as specified. All equipment and components shall be installed in strict compliance with the manufacturer's recommendations.
- E. Upon completion of the project the Agency shall be provided with a hard copy printout of the system software database and an electronic version of the system program and database with all required passwords.
- F. That equipment proposed to be supplied will be considered only if it meets all sections of the performance specification.
- G. All panels and peripheral devices shall display the manufacturer's name on each component. The catalog numbers specified under this section only establish the desired product type, quality, material and operating features.

### 2.2 SYSTEM OPERATIONS DESCRIPTION

- A. Fire-alarm signal initiation shall be by one or more of the following devices:
  - 1. Manual stations.
  - 2. Heat detectors.
  - 3. Smoke detectors.
  - 4. Duct smoke detectors.
  - 5. Verified automatic alarm operation of smoke detectors.
  - 6. Automatic sprinkler system water flow and OS&Y tamper switch input nodules.
  - 7. Heat detectors in elevator shaft and pit.
  - 8. Fire-extinguishing system operation.
- B. Fire-alarm signal shall initiate the following actions:
  - 1. Activate multiple channel pre-recorded voice messages followed by temporal tone.
  - 2. Continuously operate the visual notification appliances.

3. Identify alarm at fire-alarm control unit and remote annunciators.
4. Transmit an alarm signal to the remote alarm receiving station.
5. Unlock electric door locks in designated egress paths.
6. Release fire and smoke doors held open by magnetic door holders.
7. Switch heating, ventilating, and air-conditioning equipment controls to fire-alarm mode.
8. Activate stairwell and elevator-shaft pressurization systems.
9. Close smoke dampers in air ducts of designated air-conditioning duct systems.
10. Recall elevators to primary or alternate recall floors.
11. Activate emergency shutoffs for gas and fuel supplies.
12. Record events in the system memory.
13. Record events by the system printer.

C. Supervisory signal initiation shall be by one or more of the following devices and actions:

1. Valve supervisory switch.
2. Low-air-pressure switch of a dry-pipe sprinkler system.
3. Elevator shunt-trip supervision.

D. System trouble signal initiation shall be by one or more of the following devices and actions:

1. Open circuits, shorts, and grounds in designated circuits.
2. Opening, tampering with, or removing alarm-initiating and supervisory signal-initiating devices.
3. Loss of primary power at fire-alarm control unit.
4. Ground or a single break in fire-alarm control unit internal circuits.
5. Abnormal ac voltage at fire-alarm control unit.
6. Break in standby battery circuitry.
7. Failure of battery charging.
8. Abnormal position of any switch at fire-alarm control unit or annunciator.
9. Existing fire-pump power failure, including a dead-phase or phase-reversal condition.
10. Low-air-pressure switch operation on a dry-pipe or pre-action sprinkler system.

E. System Trouble and Supervisory Signal Actions shall initiate notification appliance and annunciate at fire-alarm control unit and remote annunciators. System shall record the event on system printer.

### 2.3 FIRE-ALARM CONTROL UNIT

- A. The main control panel or remote control panel(s) shall be a multi-processor based networked system designed specifically for detection, and one-way emergency audio communications applications. The control panel(s) shall be listed and approved for the application under the standard(s) as listed.
- B. The control panel(s) shall include all required hardware, software and site-specific system programming to provide a complete and operational system. The control panel(s) shall be designed such that interactions between applications can be configured and modified using software provided. The control panel operational priority shall assure that life safety takes precedence among the activities coordinated by the control panel.
- C. The network of control panels shall include the following features.



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1. Ability to download all network applications and firmware from the configuration computer on the network or at any control panel (network node) location.
2. Each control panel (network node) shall have an LCD display with common controls. The display shall be configurable to display the status of any and all combinations of alarm, supervisory, trouble, monitor, or group event messages.
3. From each LCD display on the system shall be capable of being programmed for control functions of any node or the entire network. The LCD display shall reside on the network as a node and continue to operate with fault on the network. An LCD can be programmed to be only operation when a node is operational in stand-alone mode, with a network fault.
4. The system program shall have a minimum of 100 definable Service Groups to facilitate the testing of installed system based on its physical layout. Service groups that disable entire circuits serving multiple floors or fire zones shall not be considered as equal.
5. Advanced Windows based programming with Program Version Reporting to document any and all changes made during system start-up or system commissioning. Time and date stamps of all modifications made to the program must be included to allow full retention of all previous program version data. The operator display shall clearly identify unacknowledged and acknowledged alarm, supervisory, trouble, and monitor status messages. The system shall provide the ability to download data from the analog/addressable detectors to a PC while the system is on-line and operational in the protected premises. The downloaded data may then be analyzed in a diagnostic program supplied by the system manufacturer.
6. Provide system reports that list a detailed description of the status of system parameters for corrective action or for preventive maintenance. Reports shall be displayed on the operator interface or be capable of being sent to a printer.
7. Provide an authorized operator with the ability to operate or modify system functions such as system time, date, passwords, holiday dates, restart the system and clear the control panel event history file.
8. Provide an authorized operator with the ability to perform test functions within the installed system.
9. Supervision of system components, wiring, initiating devices and software shall be provided by the control panel. Failure or fault of system component or wiring shall be indicated by type and location on the LCD display. Software and processor operation shall be independently monitored for failure. The system shall provide fail-safe operation with multiple-levels of system operation

D. Each network control panel shall be capable of:

1. Supporting up to 2500 intelligent analog/addressable points.
2. Supporting up to ten (10) intelligent addressable loops, each loop supporting 125 detectors and 125 modules, a total of 250 points.
3. Supporting network connections up to 63 control panels and annunciators.
4. Supporting up to 124 (security/access control) Keypad/Displays.
5. Support up to 10 network digital dialers with Contact ID or SIA format and TAP Pager protocol.
6. Supporting multiple RS-232 communication ports and protocol.
7. Supporting up to 1740 chronological history events.
8. Total network response of 3 seconds or less.

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- E. Alphanumeric Display and System Controls: Controls shall be arranged for interface between human operator at fire-alarm control unit and addressable system components including annunciation and supervision. Panel shall display alarm, supervisory, monitor, trouble and component status messages and control menu.
1. At a minimum, the common control switches with corresponding LEDs provided will be: Reset Alarm Silence, Panel Silence, and Drill. It shall be able to add additional switches/LEDs as required.
  2. The main control panel shall have display that is 24 lines by 40 character graphic LCD and backlit when active.
  3. Each point shall have custom event message of up to 40 characters, for total of 80 characters. In addition, instructional text messages shall support a maximum of 2,000 characters each.
  4. Panel shall provide 8 simultaneous events to be displayed. The first seven (7) highest priority events in addition to the most recent event. The events shall be automatically placed in event types (Alarm, Supervisory, Monitor & Trouble) for easy access and shall be possible to view the specific event type separately. Having to scroll through a mixed list of event types is not acceptable.
  5. Panel shall provide an internal audible signal with different programmable patterns to distinguish between alarm, supervisory, trouble and monitor conditions.
  6. Systems not capable of such a display on the main panel faceplate shall include a CRT/Monitor display meeting the above requirements and battery stand-by.
  7. Display shall be an EST 3 LCDXL (or equal).
- F. Audio One-Way Voice Communications
1. The system shall be capable of voice communication. The voice communication system shall be eight (8) channel audio evacuation systems, to allow the ability to have eight simultaneous announcements and/or pages. The audio channels shall be designed to audible:
    - a. Manual Paging
    - b. Mass Notification Message
    - c. Fire Message
    - d. Alert Message
    - e. Stand-by Message
    - f. Elevator Message
    - g. Stairwell Message
    - h. Security/Weather Threat
  2. The system custom digital voice message shall provide a minimum of 100 minutes and be created as a .wav file format. All messages shall be able to be created on-site without any special tools or burning of chips. Provide a minimum of twenty (20) watt supervised audio amplifier per paging zone. The system software shall be capable of selecting the required audio source signal for amplification. To enhance system survivability, each audio amplifier shall automatically provide an internally generated local 3-3-3, 1000 Hz temporal pattern output upon loss of the audio signal from the one-way emergency audio control unit, during an alarm condition.

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3. Audio amplifiers shall be power limited and protected from short circuit conditions on the audio circuit wiring. Each amplifier output shall be a supervised, dedicated, selectable 25/70 Vrms output.
  4. Provide a standby audio amplifier per node that will automatically sense the failure of any primary amplifier installed in the same panel and replace the function of the failed amplifier.
- G. Provide an emergency Voice Communication System with the following design features:
1. An audio control unit with microphone for paging.
  2. Provide 3-position switch for each evacuation signaling zone, with "Voice", "Auto" and "EVAC" positions identified and two LED status indicators for each audio visual evacuation signaling "zone"; one red and one yellow.
  3. These LED's shall illuminate to indicate respectively:
    - a. **Red:** Evacuation signals activated
    - b. **Yellow:** Trouble in audio (speaker) or visual (strobe) circuit(s)
- H. Provide 2-position switch for "All-Call" to activate all the evacuation signaling zones, with "Voice" and "Auto" positions identified and two LED status indicators for each audio visual evacuation signaling "zone", one red and one yellow.
1. These LED's shall illuminate to indicate respectively:
    - a. **Red:** Evacuation signals activated
    - b. **Yellow:** Trouble in audio (speaker) or visual (strobe) circuit(s)
- I. Instructions: Prior to final inspection/acceptance, a typewritten instruction card shall be mounted behind a clear plastic or glass cover in a stainless steel or aluminum frame next to the fire alarm control unit. Included in the instructions must be a description and interpretation of responses for displays and signals. Also included must be a brief description of the functional operation of the system under normal, alarm, and trouble conditions.
- J. Circuits Requirements:
1. Signaling Line Circuits for Network Communications:
    - a. Class A, Style 7.
  2. Signaling Line Circuits for Intelligent Analog Addressable Loop:
    - a. Class B, Style 4.
    - b. No more than 100 detectors or 100 modules installed on a loop.
  3. Initiating Device Circuit:
    - a. Class B, Style B

4. Notification Appliance Circuits:
    - a. Class B, Style Y.
    - b. Maximum circuit loading to 2 amps for visuals.
  5. Activation of alarm notification appliances, smoke control, elevator recall and other functions shall occur within 3 seconds after the activation of an initiating device.
- K. Smoke-Alarm Verification:
1. Initiate an audible and visible indication of an "alarm-verification" signal at fire-alarm control unit.
  2. Activate an NRTL-listed and approved "alarm-verification" sequence at fire-alarm control unit and detector.
  3. Record events by the system printer.
  4. Sound general alarm if the alarm is verified.
  5. Cancel fire-alarm control unit indication and system reset if the alarm is not verified.
- L. Elevator Recall:
1. Smoke detectors at the following locations shall initiate automatic elevator recall. Alarm-initiating devices, except those listed, shall not start elevator recall.
    - a. Elevator lobby detectors except the lobby detector on the designated floor and alternate floor.
    - b. Smoke detector in elevator machine room.
    - c. Smoke detectors in elevator hoistway.
  2. Elevator lobby detectors located on the designated recall floors shall be programmed to move the cars to the alternate recall floor.
  3. Water-flow alarm connected to sprinkler in an elevator shaft and elevator machine room shall shut down elevators associated with the location without time delay.
    - a. Water-flow switch associated with the sprinkler in the elevator pit may have a delay to allow elevators to move to the designated floor.
- M. Door Controls: Door hold-open devices that are controlled by smoke detectors at doors in smoke barrier walls shall be connected to fire-alarm system.
- N. Door Security Release: Upon fire alarm detection, a signal will be provided to the door security system to release all electric strikes via the security system.
- O. Remote Smoke Detector Sensitivity Adjustment: Controls shall be capable of selecting specific addressable smoke detectors for adjustment, displaying their current status and sensitivity settings, and changing to alternate settings. Controls will be used to program repetitive, time-scheduled, and automated changes in sensitivity of specific detector groups. System will record sensitivity adjustments and sensitivity adjustment schedule changes in system memory and print out the final adjusted values on system printer.

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- P. Primary Power: 24-V DC obtained from 120-V AC service and a power-supply module. Initiating devices, notification appliances, signaling lines, and trouble signals shall all be powered by nominal 24-V DC source.
1. Alarm's power draw from the fire-alarm system shall not exceed 80 percent of the power supply module rating.
- Q. Secondary Power: Shall provide 24 hours supervisory and 15 minutes of alarm with batteries, automatic battery charger, and automatic transfer switch.
- R. NAC Power Supply: The NAC power supply shall be an independent unit that will provide power to visual strobe notification appliances. It shall be possible to configure the NAC's to follow the main panel's NAC or activate from intelligent synchronized modules. The booster NAC's must be configurable to operate independently at any one of the following rates: continuous synchronized or 3-3-3 temporal. Fault conditions on the power supply shall not impede alarm activation of host NAC circuits or other power supplies. The NAC power supply must be able to provide concurrent power for notification devices, security devices, access control equipment and auxiliary devices such as door holders. All the NAC power supplies shall be synchronized. The power supply shall support up to 24 amp hour batteries. Power supply shall be a minimum of 10 amps and UL 864 Listed.
1. Power supply shall have 4 independent 3 amp NAC circuits. Each being configurable as auxiliary power.
  2. All circuits shall be synchronized.
  3. Power supply shall be EST, model BPS10A (or equal)
- 2.4 FIRE ALARM SYSTEM ANNUNCIATOR AT COMMUNICATION CENTER AND CENTRAL STATIONS
- A. Annunciator shall match those of fire-alarm control unit LCD display functions for alarm, supervisory, monitor and trouble indications and common system controls including; acknowledging, silencing, resetting, and testing. See section 2.3 E for specific requirements.
1. Security/Fire Command Center shall be EST, model 3-LCDANN (or equal) with remote microphone, Audio Control, CPU, and LCD display.
  2. Remote Annunciators shall be EST, model KPDISP (or equal) complete with dot-matrix display and telephone style keypad.
- 2.5 MANUAL FIRE-ALARM BOXES (Pull Stations)
- A. General Requirements for Manual Fire Alarm Boxes:
1. Must comply with UL38.
  2. Pull station shall be finished in red with molded, raised-letter operating instructions in contrasting color, shall show visible indication of operation, and shall be mounted on recessed outlet box.
  3. If indicated as surface mounted, vendor will provide manufacturer's surface back box.

4. Pull station shall have a double-action mechanism requiring two actions to initiate an alarm and shall be pull-lever type with integral addressable module arranged to communicate manual-station status (normal, alarm, or trouble) to fire-alarm control unit.
5. Pull station will have an intelligent module integral of the unit.
6. Pull station reset shall be key operated switch that shall match the control panel key.
7. Pull stations that initiate an alarm condition by opening the unit are not acceptable.
8. Provide EST, model SIGA-278 (or equal).

B. General Requirements for Key-Operated Fire Alarm Boxes:

1. Shall be EST 1534-1 (or equal) with SIGA-CT1 addressable input module.
2. Shall be fitted with a key-operated switch where the key is not easily duplicated.
3. Shall be mounted with spanner head screws to reduce tampering and unauthorized removal. Switch shall be a single pole normally open contact rated for 1 amp at 24v DC
4. Key station shall flush mount to a 1-gang electrical box.

C. General Requirements for Weatherproof Protective Shield:

1. Shall be STI Universal Stopper STI-14410FR (or equal).
2. Shall be surface mounted weather resistant red enclosure with a low profile lift-up cover and fire alarm label.
3. Shall have a threaded 3/4 inch NPT conduit fitting and include required gaskets.
4. Key-operated fire alarm stations shall be modified to fit in the weatherproof enclosure.

## 2.6 INTELLIGENT ANALOG SYSTEM SMOKE DETECTORS

A. General Requirements for Intelligent Analog Detectors:

1. Shall have integral microprocessor capable of making all decisions at the detector determining if the device is in the alarm or trouble condition.
2. Shall have non-volatile memory which permanently stores serial number, and type of device. Automatically updates historic information including hours of operation, last maintenance date, number of alarms and troubles, time of last alarm and analog signal patterns for each sensing element just before last alarm.
3. Shall have electronic addressing which permanently stores programmable system address. Shall be capable of addressing each intelligent module without the use of DIP or rotary switches. Devices using switches for addressing will not be acceptable.
4. Shall have automatic device mapping that transmits wiring information regarding its location with respect to other devices on the circuit, creating an as-built wiring diagram. Device mapping will provide enhanced supervision of the device physical location and the device message shall reside with the location and not the device address. Devices installed in the wrong location will always report the correct message of the physical location.
5. Shall be capable of programming each device's sensitivity ranges sensitivity. Ranges will be most sensitive, more sensitive, normal, less sensitive or least sensitive. Program capability shall allow automatic change in sensitivity level of each analog/addressable detector's for day and night periods. Program shall also be capable of programming control panel activity to each level.

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6. Detector shall store 20 pre-alarm sensitivity values to alert local personnel prior to the sensor reaching full evacuation sensitivity. Shall be capable of setting sensitivity values in 5% increments.
  7. The detector's sensing element reference point shall automatically adjust, compensating for background environmental conditions such as dust, temperature, and pressure. Periodically, the sensing element real-time analog value shall be compared against its reference value. The detector shall provide a maintenance alert signal when the detector reaches 75% (Dirty) to 99% (More Dirty) compensation has been used. The detector shall provide a dirty fault signal when 100% or greater compensation has been used.
  8. Detector shall have twin status LEDs where flashing green LED shows normal; flashing red shows alarm state; steady red and steady green show alarm state in stand-alone mode. LED's shall be visible from any direction.
  9. The detector shall utilize a supervised microprocessor that is capable of monitoring the sensitivity of the detector where a shift in the detector sensitivity is outside of the UL limits, a trouble signal is sent to the panel.
  10. The system shall allow for changing detector types for service replacement purposes without the need to reprogram the system. The replacement detector type shall automatically continue to operate with the same programmed sensitivity levels and functions as the detector it replaced. System shall display an off-normal condition until the proper detector type has been installed or change in the application program profile has been made.
- B. Intelligent 4D Multi-sensor Detector (Photo/Ion/Thermal and Time)
1. Vendor shall provide intelligent analog addressable 4-D multi-sensor smoke detectors. The 4-D intelligent detector will gather analog information from each of its three fire sensing elements and converts it into digital signals. The detector's on-board microprocessor measures and analyzes these signals separately with respect to a fourth element--time. The detector should compare the information to historical readings, time patterns and known fire characteristics to make an alarm decision. Digital filters remove signal patterns that are not typical of fires.
  2. Separately mounted combinations of photoelectric detectors, ionization detectors and heat detectors in the same location, clustered at the manufacturer's listed spacing is an acceptable alternative.
  3. Vendor shall provide EST, model SIGA-IPHS (or equal).
- C. Intelligent 3D Multi-sensor Detector (Photo/Thermal and Time)
1. Vendor shall provide intelligent analog addressable 3-D multi-sensor smoke detectors. The 3-D intelligent detector gathers analog information from each of its two fire sensing elements and converts it into digital signals. The detectors on-board microprocessor measures and analyzes these signals separately with respect to a third element --time. It compares the information to historical readings, time patterns and known fire characteristics to make an alarm decision. Digital filters remove signal patterns that are not typical of fires.
  2. Vendor shall provide EST, model SIGA-PHS (or equal).
- D. Intelligent Photoelectric Detector
1. Vendor shall provide intelligent analog addressable photoelectric smoke detectors.

2. Vendor shall provide EST, model SIGA-PS (or equal).

E. Intelligent 135 Degree Fixed Temperature/Rate of Rise Heat Detector

1. Vendor shall provide intelligent combination fixed temperature/rate-of-rise heat detectors. The heat detector shall have a low mass thermistor heat sensor and operate at a fixed temperature and at a temperature rate-of-rise. It shall continually monitor the temperature of the air in its surroundings to minimize thermal lag to the time required to process an alarm. The integral microprocessor shall determine if an alarm condition exists and initiate an alarm based on the analysis of the data. Systems using central intelligence for alarm decisions shall not be acceptable. The intelligent heat detector shall have a nominal fixed temperature alarm point rating of 135°F (57°C) and a rate-of-rise alarm point of 15°F (9°C) per minute. The heat detector shall be rated for ceiling installation at a minimum of 70 ft (21.3m) centers and be suitable for wall mount applications.
2. Vendor shall provide EST, model SIGA-HRS (or equal, and must be compatible with the entire system).

F. Fixed Temperature Heat Detector

1. Vendor shall provide intelligent fixed temperature heat detectors. The heat detector shall have a low mass thermistor heat sensor and operate at a fixed temperature. It shall continually monitor the temperature of the air in its surroundings to minimize thermal lag to the time required to process an alarm. The integral microprocessor shall determine if an alarm condition exists and initiate an alarm based on the analysis of the data. Systems using central intelligence for alarm decisions shall not be acceptable. The heat detector shall have a nominal alarm point rating of 135°F (57°C). The heat detector shall be rated for ceiling installation at a minimum of 70 ft (21.3m) centers and be suitable for wall mount applications.
2. Provide EST, model SIGA-HFS (or equal).

G. Detector Base Types

1. Vendor shall provide standard detector mounting bases suitable for mounting on 1-gang, or 4-inch octagon box and 4-inch square box. The base shall contain no electronics and support all series detector types. Bases with electronics or dip-switches are not acceptable.
2. Vendor shall provide EST, model SIGA-SB or SB4 (or equal).
3. Vendor shall provide relay detector mounting bases suitable for mounting on 1-gang or 4-inch octagon box and 4-inch square box. The relay base shall support all detector types and have the following minimum requirements:
  - a. The relay shall be a bi-stable type and selectable for normally open or normally closed operation.
  - b. The position of the contact shall be supervised.
  - c. The relay shall automatically de-energize when a detector is removed.
  - d. The operation of the relay base shall be controlled by its respective detector processor or under program control as required by the application. Detector relays incapable of operational programming independent of the detector shall not be



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- considered equal. Form "C" Relay contacts shall have a minimum rating of 1 amp @ 30 Vdc and be listed for "pilot duty".
- e. Removal of the respective detector shall not affect communications with other detectors.
4. Vendor shall provide EST, model SIGA-RB or RB4 (or equal).
  5. Vendor shall provide audible detector mounting bases suitable for mounting on 4" x 4" octagonal concrete ring (mud box) and 4" square x 2-1/8" (54 mm) deep box.
    - a. The base shall support all detector types and be capable of single or group operation. The audible base shall emit a temporal alarm tone and be selectable for low or high output.
    - b. The operation of the audible base shall be controlled by its respective detector processor or under program control as required by the application. Detector audible base incapable of operational programming independent of the detector shall not be considered equal.
    - c. The audible bases shall be UL268 and UL464 Listed, and provide a reverberant room sound output per UL464 of 81 dBA at 10ft (3m) and an average anechoic sound output of 90 dBA at 10 ft. (3m).
  6. Vendor shall provide EST, model SIGA-AB4G (or equal).
- H. Intelligent Duct Smoke Detector - Photoelectric
1. Vendor shall provide intelligent photoelectric duct smoke detector.
    - a. Detector shall have one form C auxiliary alarm relay rated at 2amps @ 30Vdc.
    - b. The operating range shall be 100ft/min to 4,000ft/min air velocity and temperature range of -20 to 158F.
    - c. Sample tube can be installed with or without the cover plate and be rotated in 45-degree increments to ensure proper alignment with duct airflow.
    - d. Detector shall have local magnet-activated test switch.
  2. Vendor shall provide EST, model SIGA-SD (or equal).
  3. Vendor shall provide remote test station with Alarm LED and Key Switch.
  4. Vendor shall provide EST, model SD-TRK (or equal)..
  5. The relay fan shutdown shall be rated to interrupt fan motor control circuit. Vendor shall furnish and install separate device for each motor start and connect to motor start as required for fan shutdown during alarm condition.
  6. Vendor shall provide EST, model SIGA-CR (or equal).
    - a. Vendor shall provide functional devices RIB interface relay where required for proper system operation.

## 2.7 INTELLIGENT MODULES

System shall be capable of addressing each intelligent module without the use of DIP or rotary switches. Devices using switches for addressing shall not be acceptable. The personality of multifunction modules shall be programmable at site to suit conditions and may be changed at any time using a personality code downloaded from the analog loop controller.

1. Integral microprocessor shall make all decisions at the module determining if the device is alarm or trouble condition.
  2. Shall have non-volatile memory which permanently stores serial number, and type of device. Automatically updates historic information including hours of operation, last maintenance date, number of alarms and troubles and time of last alarm.
  3. Shall have automatic device mapping that transmits wiring information regarding its location with respect to other devices on the circuit, creating an as-built wiring diagram. Device mapping will provide enhanced supervision of the device physical location and the device message shall reside with the location and not the device address. Devices installed in the wrong location will always report the correct message of the physical location.
  4. Twin status LEDs shall have a minimum of 2 diagnostic LEDs mounted behind a finished cover plate. A green LED shall flash to confirm communication with the loop controller. A red LED shall flash to display alarm status.
  5. Input and output circuit wiring shall be supervised for open and ground faults.
  6. Two styles of modules shall be available: those designed for gang box mounting, and, where multiple modules are required in a single location, plug in modules shall be provided with a Universal Input/Output motherboard.
- B. Intelligent Input Module shall provide one or two supervised Class B input circuit capable of a minimum of 4 personalities, each with a distinct operation. The module shall be suitable for mounting on North American 2 1/2" (64mm) deep 1-gang boxes and 1 1/2" (38mm) deep 4" square boxes with 1-gang covers. The single input module shall support the following circuit types:
- Normal-Open Alarm Latching (Manual Stations, Heat Detectors, etc.)
  - Normal-Open Alarm Delayed Latching (Waterflow Switches)
  - Normal-Open Active Non-Latching (Monitor, Fans, Dampers, Doors, etc.)
  - Normal-Open Active Latching (Supervisory, Tamper Switches)
1. Vendor shall provide EST model SIGA-CT1 or CT2 or SIGA-MCT2 (or equal).
- C. Intelligent Relay Module shall provide addressable control relay circuit modules with one (1) form C dry relay contacts rated at 24Vdc @ 2 amps (pilot duty) to control external appliances or equipment. The position of the relay contact shall be confirmed by the system firmware. The module shall be suitable for mounting on North American 2 1/2" (64mm) deep 1-gang boxes and 1-1/2" (38mm) deep 4" square boxes with 1-gang covers.
1. Vendor shall provide EST model SIGA-CR or SIGA-MCR (or equal).
- D. NAC control module shall provide one (1) supervised Class B output circuit capable of a minimum of 2 personalities, each with a distinct operation. The gang box -mounted version

shall be suitable for mounting in North American 2 ½" (64mm) deep 2-gang boxes and 1 ½" (38mm) deep 4" square boxes with 2-gang covers, or European 100mm square boxes. The plug-in version shall plug into a universal multi-module motherboard. The NAC control module shall support the following operations:

- 24volt NAC circuit
  - Audio notification circuit 25v or 70v
  - Telephone Power Selector with Ring Tone (Firefighter's Telephone)
  - Visual Synchronized Output to Genesis appliances or to NAC Power Supply.
1. Vendor shall provide EST model SIGA-CC1 or -CC1S or SIGA-MCC1 or MCC1S (or equal).

E. FA Elevator Interface Cabinet

1. Vendor shall provide red metal cabinet enclosure with word FIRE in white letters on the cover. Inside will be four intelligent relays (Primary Recall, Alternate Recall, Fire Hat and Shunt Trip), one monitor input (Shunt Trip AC Power Supervision) and 120vac relay (Shunt Trip AC Power Supv).
2. Vendor shall label all the relays and input modules for the function.
3. Vendor shall provide EST model MFC with SIGA-UIO6, -MCR, MCT2 and MR-101 (or equal).

2.8 NOTIFICATION APPLIANCES

- A. All appliances should be of the same manufacturer as the Fire Alarm Control Panel specified to ensure absolute compatibility between the appliances and the control panels, and to ensure that the application of the appliances are done in accordance with the single manufacturers' instructions.
- B. Any appliances, which are not of the same manufacturer as the fire alarm control panel, and are submitted for use, must show written proof of their compatibility for the purpose intended. Such proof shall be in the form of documentation from all manufacturers which clearly states that their equipment (as submitted) are 100% compatible with each other for the purposes intended. All appliances shall be UL listed Fire Protective Service and shall be UL 1971.
- C. Notification Appliances – Visual
  1. Vendor shall provide wall red strobes with in-out screw terminals for wiring. Strobes shall have a smooth light distribution pattern field selectable candela 15 cd, 30 cd, 75 cd, and 110 cd flash output rating. The strobe (15, 30, 75, 110) candela rating shall be viewed from the side window to verify the setting. All strobes shall be synchronization to within 10 milliseconds for an indefinite period and shall not require the use of separately installed remote synch modules. The strobes shall mount to one-gang electrical box.
  2. The device shall have plastic protective cover for during installation.
  3. The actual candela setting on the visual shall be marked on the appliance.
  4. Vendor shall provide EST model Genesis Series devices (or equal) for wall or ceiling mount as required.

D. Notification Appliance - 4" Cone Speaker

1. Speakers shall have a 4" mylar cone; paper cones will not be accepted as equal. The rear of the speakers shall be completely sealed protecting the cone during and after installation. In and out screw terminals shall be provided for wiring. Speakers shall provide 1/4w, 1/2w, 1w, and 2w power taps for use with 70V systems. The actual speaker wattage & strobe candela setting shall be view from the device window to verify the wattage setting, without removing the device. To make any changes to the speaker wattage will only require the removal of the cover plate.
2. At the 2-watt setting, the speaker shall provide a 90 dBA sound output over a frequency range of 400-4000 Hz. as measured in reverberation room per UL-1480.
3. Combination speaker strobes shall meet both sections of above.
4. The device shall have plastic protective cover for during installation.
5. The actual wattage setting on the speaker shall be marked on the face of the appliance.
6. Vendor shall provide EST model Genesis Series devices (or equal) for wall or ceiling mount as required.

E. Notification Appliance - Re-entrant Speakers

1. Vendor shall provide 4" red re-entrant speakers at loud ambient locations or for outdoor weatherproof installation. Weatherproof boxes shall be provided for outdoor mounting. Speakers shall provide 2w, 4w, 8w, and 15w power taps for use with <25V> <70V> systems. The re-entrant speakers shall utilize a high-efficiency compression driver. Cone type drivers are not acceptable. At the 15 watt setting, the speaker shall provide a 102 dBA sound output over a frequency range of 400-4000 Hz. when measured in reverberation room per UL-1480.
2. Combination speaker strobes shall meet both sections of above.
3. Vendor shall provide EST model 757 Series devices (or equal).

2.9 GUARDS FOR PHYSICAL PROTECTION

- A. Provide welded mesh of size and shape for the manual pull stations, smoke detectors, notification appliances.

2.10 MAGNETIC DOOR HOLDERS

- A. Description: Units are equipped for wall or floor mounting as indicated and are complete with matching doorplate.

1. Electromagnet requires no more than 3 W to develop 25-lbf holding force.
2. Wall-Mounted Units shall be flush mounted unless otherwise indicated.
3. Rating shall be 120-V ac, 24-V ac or dc.
4. Vendor shall provide EST, model 1500 series or DH Series (or equal).

WV Capitol Complex  
Fire Alarm project for Buildings 5, 6 & 7

## 2.11 WIRE AND CABLE

- A. Signaling Line Circuits--Network Data shall be twisted pair, not less than No. 18 Awg or as recommended by the manufacturer.
- B. Signaling Line Circuits--Intelligent Loop shall be twisted pair, not less than No. 18Awg or as recommended by the manufacturer.
  - 1. Vendor shall provide circuit integrity cable as required to meet NFPA or Local Code requirements.
  - 2. Circuit integrity cable shall meet article 760, power limited fire alarm service.
- C. Notification Appliance Circuits
  - 1. Audio wire shall be twisted pair, not less than No. 18Awg or as recommended by the manufacturer.
  - 2. Visual wire shall be twisted pair, not less than No. 12Awg or as recommended by the manufacturer.

## PART 3 - EXECUTION

### 3.1 EQUIPMENT INSTALLATION

- A. Vendor shall comply with NFPA72 for installation of fire-alarm equipment.
- B. Vendor shall install fire-alarm control unit on finished floor with tops of cabinets not more than 72 inches above the finished floor.
- C. Vendor shall verify that the existing fire-alarm system is operational before making changes or connections. Vendor shall:
  - 1. Connect new equipment to existing control panel in existing part of the building.
  - 2. Connect new equipment to existing monitoring equipment at the supervising station.
  - 3. Expand, modify, and supplement existing control and monitoring equipment as necessary to extend existing control and monitoring functions to the new points. New components shall be capable of merging with existing configuration without degrading the performance of either system.
- D. Smoke or Heat Detector Spacing- Installation shall comply with the following:
  - 1. NFPA72, "Smoke-Sensing Fire Detectors" Section in the "Initiating Devices" Chapter, for smoke-detector spacing.
  - 2. NFPA72, "Heat-Sensing Fire Detectors" Section in the "Initiating Devices" Chapter, for heat-detector spacing.
  - 3. Install on smooth ceiling spacing shall not exceed 30 feet.
  - 4. Appendix A in NFPA 72 for spacing detectors in irregular areas, for irregular ceiling construction, and for high ceiling areas.

5. Install detectors no closer than 5 feet from air-supply diffuser or return-air opening.
  6. Locate detectors no closer than 12 inches from any part of a lighting fixture.
- E. Duct smoke detectors shall comply with NFPA72 and NFPA90A. Vendor shall install sampling tubes so they extend the full width of duct.
- F. Heat detectors in elevator shafts shall coordinate temperature rating and location with sprinkler rating and location.
- G. Where more than one single station smoke detector is installed within a single dwelling or suite, they shall be connected so that the operation of any smoke alarm causes the alarm in all smoke alarms to sound.
- H. Notification appliance devices shall be installed between 80 and 96 inches on the wall.
- I. Fire-alarm control unit shall be surface mounted, with tops of cabinets not more than 72 inches above the finished floor.
- J. Annunciator shall be installed with top of panel not more than 56 inches above the finished floor.
- K. CONNECTIONS
- L. For fire-protection systems related to doors in fire-rated walls and partitions and to doors in smoke partitions, Vendors shall comply with requirements in Division 8 Section "Door Hardware." Vendor shall connect hardware and devices to fire-alarm system.
1. Vendor shall verify that hardware and devices are NRTL listed for use with fire-alarm system in this Section before making connections.
- M. Vendor shall make addressable connections with a supervised interface device to the following devices and systems. Vendor shall install the interface device less than 3 feet from the device controlled. Vendor shall make an addressable confirmation connection when such feedback is available at the device or system being controlled.

The vendor shall ensure the following connections have been made:

1. Alarm-initiating connection to smoke-control system (smoke management) at firefighter smoke-control system panel.
2. Alarm-initiating connection to stairwell and elevator-shaft pressurization systems.
3. Smoke dampers in air ducts of designated air-conditioning duct systems.
4. Alarm-initiating connection to elevator recall system and components.
5. Alarm-initiating connection to activate emergency lighting control.
6. Alarm-initiating connection to activate emergency shutoffs for gas and fuel supplies.
7. Supervisory connections at valve supervisory switches.
8. Supervisory connections at low-air-pressure switch of each dry-pipe sprinkler system.
9. Supervisory connections at elevator shunt trip breaker.
10. Supervisory connections at fire-pump power failure including a dead-phase or phase-reversal condition.
11. Supervisory connections at fire-pump engine control panel.

WV Capitol Complex  
Fire Alarm project for Buildings 5, 6 & 7

3.2 IDENTIFICATION: Vendor shall execute the following:

- A. Identify system components, wiring, cabling, and terminals. Identification shall comply with requirements for identification specified in Division 16 Section "Electrical Identification."
- B. Install framed instructions in a location visible from fire-alarm control unit.
- C. Label all initiating devices with bar code label installed visibly on the device. This bar code shall be used for digital inspection of the fire alarm system using Building Reports.Com.

3.3 GROUNDING

- A. Ground fire-alarm control unit and associated circuits shall comply with IEEE 1100. Vendor shall install a ground wire from main service ground to fire-alarm control unit.

3.4 FIELD QUALITY CONTROL

- A. Field tests shall be witnessed by Architect, Engineer, Agency and authorities having jurisdiction.
- B. Manufacturer's Field Service: Vendor shall engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections as required during and after the installation.
- C. Tests and Inspections:
  - 1. Visual Inspection: Vendor shall conduct visual inspection prior to testing.
    - a. Inspection shall be based on completed Record Drawings and system documentation that is required by NFPA72 in its "Completion Documents, Preparation" Table in the "Documentation" Section of the "Fundamentals of Fire Alarm Systems" Chapter.
    - b. Inspection shall comply with "Visual Inspection Frequencies" table in the "Inspection" section of the "Inspection, Testing and Maintenance" chapter in NFPA72; retain the "Initial/Reacceptance" column and list only the installed components.
  - 2. Vendor shall complete system testing that will comply with "Test Methods" Table in the "Testing" Section of the "Inspection, Testing and Maintenance" Chapter in NFPA72.
  - 3. Vendor shall test audible appliances for the public operating mode according to manufacturer's written instructions. Vendor will perform the test using a portable sound-level meter complying with Type 2 requirements in ANSI S1.4.
  - 4. Vendor shall also test audible appliances for the private operating mode according to manufacturer's written instructions.
  - 5. Vendor shall test visible appliances for the public operating mode according to manufacturer's written instructions.
  - 6. Vendor shall coordinate a factory-authorized service representative to prepare the "Fire Alarm System Record of Completion" in the "Documentation" Section of the

Fire Alarm project for Buildings 5, 6 & 7

"Fundamentals of Fire Alarm Systems" Chapter in NFPA72 and the "Inspection and Testing Form" in the "Records" Section of the "Inspection, Testing and Maintenance" Chapter in NFPA72.

- D. Vendor shall conduct reacceptance testing to verify the proper operation of added or replaced devices and appliances.
- E. Fire-alarm system will be considered defective if it does not pass tests and inspections.
- F. Vendor will prepare test and inspection reports and submit to the Agency in bound form at final inspection.
- G. Vendor will complete tests and inspections listed for weekly, monthly, quarterly, and semiannual periods. Use forms developed for initial tests and inspections.
- H. Vendor will perform annual tests and inspections during the warranty period. Each year test fire-alarm system complying with visual and testing inspection requirements in NFPA72. Use forms developed for initial tests and inspections.
- I. During the warranty period, each year the Vendor shall perform detector sensitivity testing and provide report to the Agency. Unless, the system is UL Listed to perform automatic sensitivity testing without any manual intervention and should detector fall outside of sensitivity window, the system will automatically indicated a devices trouble. A copy of UL letter is to be provided as proof of system operation

3.5 DEMONSTRATION

- A. Vendor shall engage a factory-authorized service representative to train Agency's maintenance personnel to adjust, operate, and maintain fire-alarm system.

END OF SECTION 283111



State of West Virginia  
Department of Administration

General Services Division  
GSD136426 Attachment B  
Bldg 5, 6, 7 Fire Alarm System Upgrade

**GSD136426 Attachment B: Bid Form**

**Bidder's Company Name:** \_\_\_\_\_

**Bidder's Address:** \_\_\_\_\_  
\_\_\_\_\_

**Remittance Address:** \_\_\_\_\_  
(if different)

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

**TOTAL CONTRACT BID** (Total to be written in words and numbers)

\_\_\_\_\_  
(\$ \_\_\_\_\_ )

State of West Virginia  
Department of Administration

General Services Division  
GSD136426 Attachment B  
Bldg 5, 6, 7 Fire Alarm System Upgrade

**References**

Reference Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_

Reference Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_

Reference Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_

INSPECTION AND TESTING FORM

DATE: 9/14/12  
 TIME: 3:00

SERVICE ORGANIZATION

Name: CAMEL Technologies  
 Address: 1326 Ohio Ave., Dunbar, WV  
 Representation: S. McVey  
 License No.: WV033278  
 Telephone: 304-776-8063

PROPERTY NAME (USER)

Name: WV Gen. Serv. Bldg. #5, #6, #7  
 Address: 1900 Kan. Blvd. E. Chas., WV  
 Owner Contact: Butch Arthur  
 Telephone: 304-380-4390

MONITORING ENTITY

Contact: Not Monitored  
 Telephone: \_\_\_\_\_  
 Monitoring Account Ref. No.: \_\_\_\_\_

APPROVING AGENCY

Contact: Camel Tech  
 Telephone: 304 776 8063

TYPE TRANSMISSION

- McCulloch
- Multiplex
- Digital
- Reverse Priority
- RF
- Other (Specify) \_\_\_\_\_

SERVICE

- Weekly
- Monthly
- Quarterly
- Semiannually
- Annually
- Other (Specify) \_\_\_\_\_

Control Unit Manufacturer: Johnson Controls  
 Circuit Style: B  
 Number of Circuits: 74  
 Software Rev.: \_\_\_\_\_  
 Last Date System Had Any Service Performed: \_\_\_\_\_  
 Last Date that Any Software or Configuration Was Revised: \_\_\_\_\_

Model No.: 410C

ALARM-INITIATING DEVICES AND CIRCUIT INFORMATION

Quantity	Circuit Style
<u>73</u>	<u>B</u>
<u>144</u>	<u>B</u>
<u>18</u>	<u>B</u>
<u>53</u>	<u>B</u>
<u>3</u>	<u>B</u>
<u>3</u>	<u>B</u>
<u>--</u>	<u>--</u>

- Manual Fire Alarm Boxes
- Ion Detectors
- Photo Detectors
- Duct Detectors
- Heat Detectors
- Waterflow Switches
- Supervisory Switches
- Other (Specify): \_\_\_\_\_

(NFPA Inspection and Testing 1 of 4)

ALARM NOTIFICATION APPLIANCES AND CIRCUIT INFORMATION

Quantity	Circuit Style	
72	-B	Bells
		Horns
6	B	Chimes
		Strobes
34	B	Speakers
		Other (Specify): <u>Horn / Strobe</u>

No. of alarm notification appliance circuits: 8

Are circuits monitored for integrity?  Yes  No

SUPERVISORY SIGNAL-INITIATING DEVICES AND CIRCUIT INFORMATION

Quantity	Circuit Style	
		Building Temp.
		Site Water Temp
		Site Water Level
		Fire Pump Power
		Fire Pump Running
		Fire Pump Auto Position
		Fire Pump or Pump Controller Trouble
		Fire Pump Running
		Generator in Auto Position
		Generator or Controller Trouble
		Switch Transfer
		Generator Engine Running
		Other: _____

SIGNALING LINE CIRCUITS

Quantity and style (See NFPA 72, Article 7-6) of signaling line circuits connected to system:

Quantity \_\_\_\_\_ Style(s) \_\_\_\_\_

SYSTEM POWER SUPPLIES

a. Primary (Main): Nominal Voltage 120VAC, Amps 20  
 Overcurrent Protection: Type Breaker, Amps 20  
 Location (of Primary Supply Panelboard): Panel H in basement #28  
 Disconnecting Means Location: \_\_\_\_\_

b. Secondary (Standby):  
12V Storage Battery: Amp-Hr. Rating 33 Ah (x2)  
 Calculated capacity to operate system, in hours: X 24 60  
 Engine-driven generator dedicated to fire alarm system:  
 Location of fuel storage: \_\_\_\_\_

TYPE BATTERY

- Dry Cell
  - Nickel-Cadmium
  - Sealed Lead-Acid
  - Lead-Acid
  - Other (Specify): \_\_\_\_\_
- c. Emergency or standby system used as a backup to primary power supply, instead of using a secondary power supply:
- \_\_\_\_\_ Emergency system described in NFPA 70, Article 703
  - \_\_\_\_\_ Legally required standby described in NFPA 70, Article 701
  - \_\_\_\_\_ Optional standby system described in NFPA 70, Article 702, which also meets the performance requirements of Article 700 or 701.

(NFPA Inspection and Testing 2 of 4)

PRIOR TO ANY TESTING							
<b>NOTIFICATIONS ARE MADE</b>		Yes	No	Who	Time		
Monitoring Entity	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____	_____		
Building Occupants	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____	_____		
Building Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____	_____		
Other (Specify)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____	_____		
AHJ (Notified) of Any Impairments	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____	_____		
<b>SYSTEM TESTS AND INSPECTIONS</b>							
<b>TYPE</b>	Visible	Functional	Comments				
Control Unit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____				
Interface Pq.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____				
Lamps/LEDs	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____				
Fuses	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____				
Primary Power Supply	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____				
Trouble Signals	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____				
Disconnect Switches	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____				
Ground-Fault Monitoring	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____				
<b>SECONDARY POWER</b>							
<b>TYPE</b>	Visible	Functional	Comments				
Battery Condition	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____				
Lead Voltage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____				
Discharge Test	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____				
Charger Test	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____				
Specific Gravity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____				
<b>TRANSIENT SUPPRESSORS</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____				
<b>REMOTE ANNUNCIATORS</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____				
<b>NOTIFICATION APPLIANCES</b>							
Audible	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____				
Visual	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____				
Speakers	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____				
Voice Clarity	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____				
<b>INITIATING AND SUPERVISORY DEVICE TESTS AND INSPECTIONS</b>							
Loc. & SN	Device Type	Visual Check	Functional Test	Factory Setting	Mens. Setting	Pass	Fail
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
Comments _____							
_____							
_____							

EMERGENCY COMMUNICATIONS EQUIPMENT	Visual	Functional	Comments
Phone Set	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Phone Jacks	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Off-Hook Indicator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Amplifier(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Tone Generator(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Call-In Signal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
System Performance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

INTERFACE EQUIPMENT	Visual	Device Operation	Simulated Operation
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

  

SPECIAL HAZARD SYSTEMS	Visual	Device Operation	Simulated Operation
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Special Procedures: \_\_\_\_\_

Comments: \_\_\_\_\_

SUPERVISING STATION MONITORING	Yes	No	Time	Comments
Alarm Signal	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Alarm Restoration	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Trouble Signal	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Supervisory Signal	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Supervisory Restoration	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

NOTIFICATIONS THAT TESTING IS COMPLETE	Yes	No	Who	Time
Building Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Monitoring Agency	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Building Occupants	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Other (Specify) _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

The following did not operate correctly: \_\_\_\_\_

System restored to normal operation: Date: \_\_\_\_\_ Time: \_\_\_\_\_

THIS TESTING WAS PERFORMED IN ACCORDANCE WITH APPLICABLE NFPA STANDARDS.

Name of Inspector: B. Joey Callies Date: 9-14-12 Time: 3:00pm

Signature: B. Joey Callies

Name of Owner or Representative: X Anthony Traxler

Date: 9-14-12 Time: 3:00pm

Signature: X Anthony Traxler 9/14/12

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

---

(Company)

---

(Authorized Signature)

---

(Representative Name, Title)

---

(Phone Number)

(Fax Number)

---

(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



... ..

-

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-

-

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

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

AFFIX SEAL HERE

NOTARY PUBLIC \_\_\_\_\_



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, TO-WIT:

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

- 1. I am an employee of \_\_\_\_\_; and,
(Company Name)
2. I do hereby attest that \_\_\_\_\_
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

The above statements are sworn to under the penalty of perjury.

\_\_\_\_\_,
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_,
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_

(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E), as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or

(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

Principal Corporate Seal

(R)

(U) Surety Corporate Seal

(Q) (Name of Principal)
By (S) (Must be President or Vice President)
(T) Title
(V) (Name of Surety)
(W) Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

WV-75  
Created 07/18/12



State of West Virginia

## **PURCHASING DIVISION**

### **Construction Bid Submission Review Form**

*This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.*

#### **Errors That Shall Be Reason for Immediate Bid Disqualification**

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

#### **Errors that May Be Reason for Bid Disqualification Before Contract Award**

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).