



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

Solicitation

NUMBER

GSD146423

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

GUY NISBET
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

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DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION
BUILDING 16 - CAPITOL SCHOOL
2100 WASHINGTON STREET
CHARLESTON, WV
25305 304-558-2317

DATE PRINTED

04/16/2014

BID OPENING DATE: 05/27/2014

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 B16						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ADMINISTRATION'S, GENERAL SERVICES DIVISION, IS SOLICITING BIDS FROM QUALIFIED VENDORS FOR A CONTRACT TO PROVIDE AN UPGRADED FIRE ALARM SYSTEM IN BUILDING 16, KNOWN AS THE CAPITOL DAY CARE CENTER, LOCATED AT 2100 WASHINGTON STREET EAST, CHARLESTON, WV. 25305, PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, AND TERMS AND CONDITIONS, AS ATTACHED.						
***** THIS IS THE END OF RFQ GSD146423 ***** 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:

West Virginia State Capitol
Building 1 Room MB-60
1900 Kanawha Boulevard East
Charleston, WV. 25305

May 7th, 2014 at 1:00 P.M. EST.

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: May 14th, 2014 at 9:30 A.M. EST.

Submit Questions to: Guy Nisbet, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115
(Vendors should not use this fax number for bid submission)
Email: Guy.L.Nisbet@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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
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 N/A 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: May 27th, 2014 at 1:30 P.M. EST.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 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.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.



Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ ninety (90) _____ 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 and shall list the state as a certificate holder:

- ☒ **Commercial General Liability Insurance:**
\$1,000,000.00 or more.
- ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
- ☐
- ☐
- ☐
- ☐
- ☐

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.

☒ WV. Contractors License (current)

☐
☐
☐

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
\$500.00 per day for days beyond 90 days allowed

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. [RESERVED]

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.
- 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 hearth, 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. WV _____

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 AFFIDAVIT:** 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.

2.1 DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

4. **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.
5. **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 \$250,000.00 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. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. **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 subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. **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.
 - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit 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.

6. **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
Building 16 (Day Care)
Fire Alarm System
GSD 146423

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of General Services Division (GSD) to establish a contract to upgrade the fire alarm system in Building 16 (Capitol Day Care Center) located at 2100 Washington Street East, Charleston, West Virginia.

This RFQ includes the following documents: GSD146423 Attachment A: Specification Section 283111 – Digital Addressable Fire Alarm System; GSD146423 Drawing A1 – Basement Floor Plan; GSD146423 Drawing A2 – First Floor Plan; GSD146423 Drawing A3 – Second floor Plan and GSD146423 Bid Form.

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 Building 16.

2.2 **“Bid Form”** means the page upon which Vendor should list its proposed price for the Contract Services. The Bid Form is either included on the last page of this RFQ or attached hereto named “Attachment B”.

2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as GSD146423.

2.4 **“GSD Project Manager”** means the person designated by the Director of the General Services Division as having authority to act on behalf of the General Services Division.

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

3.1. The Vendor must provide references for at least three (3) distinct contracts (on Attachment B) documenting the successful completion of repair and warranty services of the type specified in the enclosed bid specifications. 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. Vendor shall provide documentation to the GSD Project Manager that their installation personnel are trained and certified by the manufacturer to install the units prior to beginning work.

3.3. Vendor shall provide documentation to the GSD Project Manager that their installation personnel are certified by NICET as fire-alarm Level II technician prior to beginning work.

4. Mandatory Requirements:

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

4.1.1 Fire Alarm Control Panel

4.1.1.1 Provide a new Fire Alarm Control Panel, as specified in Attachment A, for connection to all initiating and indicating circuits.

4.1.1.2 Panel shall include interconnections for reporting to the Building 1 (Capitol Building) Command Center and Building 11 (Chiller Plant) Building Automation System.

4.1.1.3 The purpose of this Contract is to bring the entire Building 16 up to NFPA and West Virginia Fire Code requirements and will require additional devices, reconnection to some existing devices and components, and other activities as specified and shown on the attached drawings.

4.1.2 Other requirements

4.1.2.1 The Vendor shall provide UL listed equipment.

4.1.2.2 The Vendor shall provide and install the system as per the attached specifications and drawings.

4.1.2.3 The Vendor shall be responsible for interfacing the new fire alarm system with the fire monitoring stations of Secure US (provide fire alarm monitoring for GSD) so that the final project fully functions as a monitored fire alarm system.

4.1.2.4 Vendor is responsible for removal and disposal of old equipment.

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

4.1.2.6 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

Building 16 (Day Care)**Fire Alarm System****GSD 146423**

equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents.

- 4.1.2.7** 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.

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 GSD 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 GSD Project Manager.

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

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate.

- 5. 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.

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6. PAYMENT:

6.1 Agency shall pay flat fee as shown on the Bid Form, Attachment B, 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.

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

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

6.2.2 Invoices shall be e-mailed to GSDinvoice@wv.gov or mailed to the following address:

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

7. 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.

8. 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:

8.1. 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.

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

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

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

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

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

9. VENDOR DEFAULT:

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

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

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

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

9.1.4. Failure to remedy deficient performance upon request.

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

9.2.1. Cancellation of the Contract.

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

9.2.3. Any other remedies available in law or equity.

10. MISCELLANEOUS:

10.1. **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: _____

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10.2. 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.

10.3. Project Closeout:

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

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

11.3.3 Perform final inspection with the GSD Project Manager.

10.4. Final Inspection: The Final Inspection will be conducted by the GSD Project Manager. 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.

10.5. 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 GSD Project Manager.

Agency facilities shall remain in use during this contract. Vendor shall work with the GSD Project Manager and Day Care Manager to coordinate the temporary access to work areas. Vendor shall minimize disruption to building work areas.

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 GSD Project Manager to avoid overloading existing circuits.

11.6 Work Restrictions: Work may 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. Work after business hours and on weekends may be permitted when pre-arranged with the GSD Project Manager. Evening and weekend hours will be required to avoid conflicts in classrooms and other sensitive areas during Daycare operations.

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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 sidewalk areas for parking is strictly prohibited. Limited parking in nearby areas may be arranged with the GSD Project Manager.
- 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, NFPA, 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 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 GSD 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 material or the manufacturer's warranty, whichever is greater, are required.

SECTION 283111 - DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and other provisions of the Contract, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Fire-alarm control unit.
2. Manual fire-alarm boxes.
3. System smoke detectors.
4. CO detectors.
5. Notification appliances.
6. Remote annunciator.
7. Addressable interface device.
8. Network communications.

- B. System Description

1. New fire alarm system shall replace the existing system with an addressable fire alarm system designed to be compatible with other fire alarm systems on the West Virginia Capitol Complex Campus.
2. System shall be non-coded, UL Listed intelligent analog addressable system, one way voice communications with multiplexed signal transmission and survivable network nodes.
3. The system supplied under this specification shall utilize modular low voltage design with direct wired, node to node, peer-to-peer network communications. The system shall utilize independently addressed, fire detection devices, input/output control modules, audio amplifiers, telephone communications and notification appliances as described in this specification. Network panels shall contain the required user interfaces for all functions. All equipment shall be new and the current products of a single manufacturer, actively engaged in the manufacturing and sale of digital fire detection devices for over ten years.
4. In the case of alarm initiation, fire alarm system shall report to Command Center located in Building 1 and the State's Building Automation System located in Building 11 (Chiller plant).
5. Provide all permits, labor, equipment, materials and services to furnish and install a fully tested functional, UL Listed, code compliant, intelligent addressable networked fire alarm

and emergency communications including but not limited to all initiation and notification appliances, all raceways and wiring, connection to a central monitoring station.

6. Also included are system wiring, raceways, pull boxes, terminal cabinets, mounting boxes, and any accessories and miscellaneous items required for a code compliant system.
7. Hardware shall be provided to make the system capable of inclusion in the future campus wide emergency notification system.
8. Existing IP network interface: Coordinate with the Owner's Office of Technology for interconnection between the State's existing TCP/IP network and the TCP/IP network equipment supplied under this contract.
9. The existing fire alarm shall be removed and discarded and new control panels, power supplies, audio/visual indicating appliances and other required equipment shall be installed as specified. Wiring may be reused if warranted as new and will work with new system if electrically sound.
10. The system drawings show the intended of coverage and suggested device locations. Final device quantity, location, and AHJ approval are the responsibility of the contractor.
11. The final system shall be complete, tested, and ready for operation as described elsewhere in this specification, before owner acceptance.

1.3 SUBMITTALS

- A. The Vendor shall not purchase equipment for the system specified herein until the vendor has received State Fire Marshal approval and 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 details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and locations. Indicate conductor sizes, indicate termination locations and requirements, and distinguish between factory and field wiring.
 4. Detail assembly and support requirements.
 5. Include voltage drop calculations for notification appliance circuits.
 6. Include battery-size calculations.
 7. Include input / output matrix.
 8. Include statement from manufacturer that all equipment and components have been tested as a system and meet all requirements of this specification and NFPA 72.
 9. 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.
 10. 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.
 11. Interface to existing equipment provide and single-line connection diagram.
 12. 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 "Fire Alarm and Emergency Communications System Record of Completion Documents" according to the "Completion Documents" Article in the Documentation section of the "Fundamentals" chapter of NFPA 72.
 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. Complete wiring diagrams showing connections between all devices and equipment. Each conductor shall be numbered at every junction point with indication of origination and termination points.
5. Riser Diagram.
6. Device addresses.
7. Provide "Inspection and Testing Form" according to NFPA72 article of the same name and include the following:
 - a. Equipment tested.
 - b. Frequency of testing of installed components.
 - c. Frequency of inspection of installed components.
 - d. Requirements and recommendations related to results of maintenance.
 - e. Manufacturer's user training manuals (hardcopy) and electronic on CD.
8. Provide manufacturer's required maintenance related to system warranty requirements.
9. Provide an abbreviated operating instruction for mounting at fire-alarm control unit.
10. 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.

1.4 QUALITY ASSURANCE

- A. Vendor shall obtain fire-alarm system components that are compatible with the 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.

1.5 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. 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 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. Manufacturer agrees to repair or replace fire alarm system equipment and components that fail in materials or workmanship within the specified warranty period.
 - E. 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.
 - F. 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.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Lamps for Remote Indicating Lamp Units: no fewer than one unit.
 - 2. Lamps for Strobe Units: no fewer than one unit.
 - 3. Smoke Detectors: no fewer than two units of each type.
 - 4. Keys and Tools: Five extra sets for access to locked or tamper proofed components.
 - 5. Audible and Visual Notification Appliances: One of each type installed.
 - 6. Fuses: Two of each type installed in the system. Provide in a box or cabinet with compartments marked with fuse types and sizes.

1.7 PROJECT CONDITIONS

- A. Interruption of Existing Fire-Alarm Service: Do not interrupt fire-alarm service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary guard service according to requirements indicated:
 - 1. Notify Owner no fewer than three working days in advance of proposed interruption of fire-alarm service.

2. Do not proceed with interruption of fire-alarm service without **Owner's** written permission.
- B. Use of Devices during Construction: Protect devices during construction unless devices are placed in service to protect the facility during construction.

1.8 SEQUENCING AND SCHEDULING

- A. Existing Fire-Alarm Equipment: Maintain existing equipment fully operational until new equipment has been tested and accepted. As new equipment is installed, label it "NOT IN SERVICE" until it is accepted. Remove labels from new equipment when put into service, and label existing fire-alarm equipment "NOT IN SERVICE" until removed from the building.
- B. Equipment Removal: After acceptance of new fire-alarm system, remove existing disconnected fire-alarm equipment and wiring.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Source Limitations for Fire-Alarm System and Components: Existing components may be retained if they are compatible with, and operate as an extension of the new system. Provide system manufacturer's certification that all components provided have been tested as, and will operate as, a system.
- B. Non-coded, UL-certified addressable system, with multiplexed signal transmission and voice/horn/strobe evacuation.
- C. Automatic sensitivity control of certain smoke detectors.
- D. All components provided shall be listed for use with the selected system.
- E. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 SYSTEMS OPERATIONAL DESCRIPTION

- A. Fire-alarm signal initiation shall be by one or more of the following devices:
 1. Manual stations.
 2. Smoke detectors.
 3. Duct smoke detector.
 4. Carbon monoxide detectors.
 5. Automatic sprinkler system water flow.
 6. Kitchen fire-extinguishing system operation.

- B. Fire-alarm signal shall initiate the following actions:
1. Continuously operate alarm notification appliances, including voice evacuation notices.
 2. Identify alarm and specific initiating device at fire-alarm control unit, and remote annunciator.
 3. Transmit an alarm signal to the remote alarm receiving station.
 4. Unlock electric door locks in designated egress paths.
 5. Activate voice/alarm communication system.
 6. Switch heating, ventilating, and air-conditioning equipment controls to fire-alarm mode.
 7. Activate emergency shutoffs for kitchen gas and fuel supplies.
 8. Record events in the system memory.
 9. Indicate device in alarm on the graphic annunciator.
- C. Supervisory signal initiation shall be by one or more of the following devices and actions:
1. Valve supervisory switch.
 2. Alert and Action signals of air-sampling detector system.
 3. Independent fire-detection and -suppression systems.
 4. User disabling of zones or individual devices.
 5. Loss of communication with any panel on the network.
- 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 communication with any addressable sensor, input module, relay, control module, remote annunciator, printer interface, or Ethernet module.
 4. Loss of primary power at fire-alarm control unit.
 5. Ground or a single break in internal circuits of fire-alarm control unit.
 6. Abnormal ac voltage at fire-alarm control unit.
 7. Break in standby battery circuitry.
 8. Failure of battery charging.
 9. Abnormal position of any switch at fire-alarm control unit or annunciator.
- E. System Supervisory Signal Actions:
1. Initiate notification appliances.
 2. Identify specific device initiating the event at fire-alarm control unit and remote annunciators.
 3. Record the event on system printer.
 4. After a time delay of 200 seconds transmit a trouble or supervisory signal to the remote alarm receiving station.
 5. Transmit system status to building management system.
 6. Display system status on graphic annunciator.

2.3 FIRE-ALARM CONTROL UNIT

- A. Basis-of-Design Product: Subject to compliance with requirements, provide a system that is compatible to the existing EST3 systems on Campus or a fully compatible equal product.
- B. General Requirements for Fire-Alarm Control Unit:
1. Field-programmable, microprocessor-based, modular, power-limited design with electronic modules, complying with UL 864.
 - a. System software and programs shall be held in nonvolatile flash, electrically erasable, programmable, read-only memory, retaining the information through failure of primary and secondary power supplies.
 - b. Include a real-time clock for time annotation of events on the event recorder and printer.
 - c. Provide communication between the FACP and remote circuit interface panels, annunciators, and displays.
 - d. The FACP shall be listed for connection to a central-station signaling system service.
 - e. Provide nonvolatile memory for system database, logic, and operating system and event history. The system shall require no manual input to initialize in the event of a complete power down condition. The FACP shall provide a minimum 500-event history log.
 2. Addressable Initiation Device Circuits: The FACP shall indicate which communication zones have been silenced and shall provide selective silencing of alarm notification appliance by building communication zone.
 3. Addressable Control Circuits for Operation of Notification Appliances and Mechanical Equipment: The FACP shall be listed for releasing service.
- C. Alphanumeric Display and System Controls: Arranged for interface between human operator at fire-alarm control unit and addressable system components including annunciation and supervision. Display alarm, supervisory, and component status messages and the programming and control menu.
1. Annunciator and Display: Liquid-crystal type, 80 characters, minimum.
 2. Keypad: Arranged to permit entry and execution of programming, display, and control commands.
- D. Alphanumeric Display and System Controls: Arranged for interface between human operator at fire-alarm control unit and addressable system components including annunciation and supervision. Display alarm, supervisory, and component status messages and the programming and control menu.
1. Annunciator and Display: Liquid-crystal type, twenty-four line(s) of 40 characters, minimum. Backlit when active.
 2. Keypad: Arranged to permit entry and execution of programming, display, and control commands and to indicate control commands to be entered into the system for control of smoke-detector sensitivity and other parameters.

3. At a minimum, the common control switches with corresponding LED's provided will be Reset, Alarm Silence, Panel Silence, Drill Switch, previous message switch, next message switch and details. It shall be able to add additional switches/LEDs as required.
- E. Initiating-Device, Notification-Appliance, and Signaling-Line Circuits:
1. Pathway Class Designations: NFPA 72, Class A
 2. Install no more than 100 addressable devices on each signaling-line circuit.
 3. Serial Interfaces:
 - a. Provide multiple RS232 communication ports and protocol for PC configuration, voice evacuation interface, etc.
 - b. One RS 485 port for remote annunciators, Ethernet module, or multi-interface module (printer port).
 - c. One USB port for PC configuration.
 4. Network media shall be copper.
- F. Smoke-Alarm Verification:
1. Initiate audible and visible indication of an "alarm-verification" signal at fire-alarm control unit.
 2. Activate an 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.
- G. Notification-Appliance Circuit:
1. Audible appliances shall sound in a three-pulse temporal pattern, as defined in NFPA 72.
 2. Visual alarm appliances shall flash in synchronization where multiple appliances are in the same field of view, as defined in NFPA 72.
- H. Remote Smoke-Detector Sensitivity Adjustment: Controls shall select specific addressable smoke detectors for adjustment, display their current status and sensitivity settings, and change those settings. Allow controls to be used to program repetitive, time-scheduled, and automated changes in sensitivity of specific detector groups. Record sensitivity adjustments and sensitivity-adjustment schedule changes in system memory, and print out the final adjusted values on system printer.
- I. Transmission to Remote Alarm Receiving Station: Automatically transmit alarm, supervisory, and trouble signals to a remote alarm station.
- J. Voice/Alarm Signaling Service: Central emergency communication system with redundant microphones, preamplifiers, amplifiers, and tone generators as a special module that is part of fire-alarm control unit.

1. Indicate number of alarm channels for automatic, simultaneous transmission of different announcements to different zones or for manual transmission of announcements by use of the central-control microphone. Amplifiers shall comply with UL 1711.
 - a. Allow the application of, and evacuation signal to, indicated number of zones and, at the same time, allow voice paging to the other zones selectively or in any combination.
 - b. Programmable tone and message sequence selection.
 - c. Standard digitally recorded messages for "Evacuation" and "All Clear."
 - d. Generate tones to be sequenced with audio messages of type recommended by NFPA 72 and that are compatible with tone patterns of notification-appliance circuits of fire-alarm control unit.
 2. Status Annunciator: Indicate the status of various voice/alarm speaker zones and the status of firefighters' two-way telephone communication zones.
 3. Preamplifiers, amplifiers, and tone generators shall automatically transfer to backup units, on primary equipment failure.
- K. Printout of Events: On receipt of signal, print alarm, supervisory, and trouble events. Identify zone, device, and function. Include type of signal (alarm, supervisory, or trouble) and date and time of occurrence. Differentiate alarm signals from all other printed indications. Also print system reset event, including same information for device, location, date, and time. Commands initiate the printing of a list of existing alarm, supervisory, and trouble conditions in the system and a historical log of events.
- L. Primary Power: 24-V dc obtained from 120-V ac service and a power-supply module. Initiating devices, notification appliances, signaling lines, trouble signals, and supervisory signals shall be powered by 24-V dc source.
1. Alarm current draw of entire fire-alarm system shall not exceed 80 percent of the power-supply module rating.
- M. Secondary Power: 24-V dc supply system with batteries, automatic battery charger, and automatic transfer switch.
- N. Instructions: Computer printout or typewritten instruction card mounted behind a plastic or glass cover in a stainless-steel or aluminum frame. Include interpretation and describe appropriate response for displays and signals. Briefly describe the functional operation of the system under normal, alarm, and trouble conditions..
- 2.4 MANUAL FIRE-ALARM BOXES
- A. General Requirements for Manual Fire-Alarm Boxes: Comply with UL 38. Boxes 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. If indicated as surface mounted, provide manufacturer's surface back box.
- 1.

2. Double-action mechanism requiring two actions to initiate an alarm pull-lever type; with integral addressable module arranged to communicate manual-station status (normal, alarm, or trouble) to fire-alarm control unit.
3. Pull Station Reset: shall be key operated switch that shall match the control panel key..
4. Pull stations that initiate an alarm condition by opening the unit are not acceptable.

2.5 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.
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 Photoelectric Detector

1. Vendor shall provide intelligent analog addressable photoelectric smoke detectors.
2. Vendor shall provide EST, model SIGA-PS (or equal).

C. Photoelectric Smoke Detectors:

1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
 - a. Primary status.
 - b. Device type.
 - c. Present average value.
 - d. Present sensitivity selected.
 - e. Sensor range (normal, dirty, etc.).

A. 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 remote test station with Alarm LED and Key Switch.
3. 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.
4. Vendor shall provide EST, model SIGA-CR (or equal).
 - a. Vendor shall provide functional devices RIB interface relay where required for proper system operation.
5. Relay Fan Shutdown: Fully programmable relay rated to interrupt fan motor-control circuit.

2.6 CARBON MONOXIDE DETECTORS

- A. General: Carbon monoxide detector listed for connection to fire-alarm system.
 - 1. Mounting: Adapter plate for outlet box mounting.
 - 2. Testable by introducing test carbon monoxide into the sensing cell.
 - 3. Detector shall provide alarm contacts and trouble contacts.
 - 4. Detector shall send trouble alarm when nearing end-of-life, power supply problems, or internal faults.
 - 5. Comply with UL 2075.
 - 6. Locate, mount, and wire according to manufacturer's written instructions.
 - 7. Provide means for addressable connection to fire-alarm system.
 - 8. Test button simulates an alarm condition.

2.7 MULTICRITERIA DETECTORS (Smoke / CO)

- A. Provide analog/addressable combination photoelectric smoke and carbon monoxide (CO) detectors at the locations shown on the drawings.
- B. The combination smoke and CO detector shall provide two independent signals (smoke & CO) to the control panel for programming system responses. When mounted in a sounder base, the detector shall be capable of initiating a temporal 3-3-3 when smoke is detected or temporal 4-4-4 when CO is detected. Detectors that transmit a common signal to the control panel for both smoke and CO alarms shall not be considered as equals. The detector shall be listed under standards UL-268 and UL-2075.
- C. Each smoke detector shall be individually programmable to operate at any one of five (5) sensitivity settings. The detector shall also store pre-alarm and alternate pre-alarm sensitivity settings. Pre alarm sensitivity values shall be configurable in 5% increments of the alarm and alternate alarm sensitivity settings respectively. The detector shall be able to differentiate between a long term drift above the pre alarm threshold and fast rise above the threshold. The detector shall monitor the sensitivity of the smoke sensor. If the sensitivity shifts outside the UL limits, a trouble signal shall be sent to the panel. It shall be possible to automatically change the sensitivity of individual intelligent addressable smoke detectors for day and night (alternate) periods.
- D. Each detector shall utilize an environmental compensation algorithm that shall automatically adjust for background environmental conditions such as dust, temperature, and pressure. The detector shall provide a maintenance alert signal when 80% (dirty) of the available compensation range has been used. The detector shall provide a dirty fault signal when 100% or greater compensation has been used.
- E. The smoke chamber shall be UL listed for field replacement.

- F. The electro-chemical CO sensor shall generate a CO alarm in compliance with UL-2034 requirements. The sensor shall have a nominal six-year life. When the sensor approaches the end of its useful life, it shall transmit a maintenance condition to the control panel, indicating the CO sensor board replacement is required. Only when the sensor is no longer operational shall a trouble condition be sent to the control panel. Sensors that transmit a common trouble indication for both sensor end-of-life and other causes of detector trouble shall not be considered as equal. Performing a “sensitivity” check from the panel shall report the approximate number months of CO sensor life remaining.
- G. Placing the CO detector in test mode shall facilitate the use of direct injection of small quantities of CO to check detector functionality. The CO sensor board shall be UL listed as field replaceable. Replacement of the CO sensor shall not require any field calibration.
- H. The Combination photoelectric smoke & CO detector shall be an Edwards SIGA2-PCOS or equal.

2.8 HEAT DETECTORS

- A. General Requirements for Heat Detectors: Comply with UL 521.
 - 1. Temperature sensors shall test for and communicate the sensitivity range of the device.
- B. Heat Detector, Combination Type: Actuated by either a fixed temperature of 135 deg F or a rate of rise that exceeds 15 deg F per minute unless otherwise indicated.
 - 1. Mounting: Twist-lock base interchangeable with smoke-detector bases.
 - 2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.

2.9 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.

2.10 GRAPHIC ANNUNCIATOR

- A. Graphic Annunciator Panel: Mounted in an aluminum frame with non-glare, clear, acrylic cover over graphic representation of the facility. Detector locations shall be represented by red LED lamps. Normal system operation shall be indicated by a lighted, green LED. Trouble and supervisory alarms shall be represented by an amber LED.

1. Comply with UL 864.
2. Operating voltage shall be 24-V dc provided by a local 24-V power supply provided with the annunciator.
3. Include built-in voltage regulation, reverse polarity protection, RS 232/422 serial communications, and a lamp test switch.
4. Surface mounted in a NEMA 250, Type 1 cabinet, with key lock and no exposed screws or hinges.
5. Graphic representation of the facility shall be a CAD drawing and each detector shall be represented by an LED in its actual location. CAD drawing shall be at **1/8-inch per foot** scale or larger.
6. The LED representing a detector shall flash **two (2)** times per second while detector is an alarm.

2.11 REMOTE ANNUNCIATOR (If FACP Location is not relocated to Stairwell Entrance)

- A. Description: Annunciator functions shall match those of fire-alarm control unit for alarm, supervisory, and trouble indications. Manual switching functions shall match those of fire-alarm control unit, including acknowledging, silencing, resetting, and testing.
 - 1. Mounting: Surface cabinet, NEMA 250, Type 1.
- B. Display Type and Functional Performance: Alphanumeric display and LED indicating lights shall match those of fire-alarm control unit. Provide controls to acknowledge, silence, reset, and test functions for alarm, supervisory, and trouble signals.

2.12 ADDRESSABLE INTERFACE DEVICE

- A. General:
 - 1. Include address-setting means on the module.
 - 2. Store an internal identifying code for control panel use to identify the module type.
 - 3. Listed for controlling HVAC fan motor controllers.
- B. Monitor Module: Microelectronic module providing a system address for alarm-initiating devices for wired applications with normally open contacts.
- C. Control Module:
 - 1. Operate notification devices.
 - 2. Operate solenoids for use in sprinkler service.

2.13 DIGITAL ALARM COMMUNICATOR TRANSMITTER

- A. Digital alarm communicator transmitter shall be acceptable to the remote central station and shall comply with UL 632.
- B. Functional Performance: Unit shall receive an alarm, supervisory, or trouble signal from fire-alarm control unit and automatically capture a telephone line and dial a preset number or provide a TCP/IP connection for a remote central station. When contact is made with central station(s), signals shall be transmitted. If service on either line is interrupted for longer than 45 seconds, transmitter shall initiate a local trouble signal and transmit the signal indicating loss of telephone line to the remote alarm receiving station over the remaining line. Transmitter shall automatically report telephone service restoration to the central station. If service is lost on both telephone lines, transmitter shall initiate the local trouble signal.
- C. Local functions and display at the digital alarm communicator transmitter shall include the following:
 - 1. Verification that telephone line or TCP/IP is available.
 - 2. Programming device.
 - 3. LED display.

4. Manual test report function and manual transmission clear indication.
5. Communications failure with the central station or fire-alarm control unit.

D. Digital data transmission shall include the following:

1. Address of the alarm-initiating device.
2. Address of the supervisory signal.
3. Address of the trouble-initiating device.
4. Loss of ac supply.
5. Loss of power.
6. Low battery.
7. Abnormal test signal.
8. Communication bus failure.

E. Secondary Power: Integral rechargeable battery and automatic charger.

F. Self-Test: Conducted automatically every 24 hours with report transmitted to central station.

2.14 NETWORK COMMUNICATIONS

- A. Provide network communications for fire-alarm system according to fire-alarm manufacturer's written requirements.
- B. Provide network communications pathway per manufacturer's written requirements and requirements in NFPA 72 and NFPA 70.
- C. Provide integration gateway for connection to Trane-Tracer building automation system located in Building 11.

2.15 SYSTEM PRINTER

- A. Printer shall be listed and labeled as an integral part of fire-alarm system.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions for compliance with requirements for ventilation, temperature, humidity, and other conditions affecting performance of the Work.
 1. Verify that manufacturer's written instructions for environmental conditions have been permanently established in spaces where equipment and wiring are installed, before installation begins.

- B. Examine roughing-in for electrical connections to verify actual locations of connections before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 EQUIPMENT INSTALLATION

- A. Comply with NFPA 72, NFPA 101, and requirements of authorities having jurisdiction for installation and testing of fire-alarm equipment. Install all electrical wiring to comply with requirements in NFPA 70 including, but not limited to, Article 760, "Fire Alarm Systems."
 - 1. Devices installed but not yet placed in service shall be protected from construction dust, debris, dirt, moisture, and damage according to manufacturer's written storage instructions.
- B. Connecting to Existing Equipment: Verify that existing fire-alarm equipment is operational before making changes or connections.
- C. Install wall-mounted equipment, with tops of cabinets not more than 78 inches above the finished floor.
 - 1. Comply with requirements for seismic-restraint devices specified in Section 260548 "Vibration and Seismic Controls for Electrical Systems."
- D. Manual Fire-Alarm Boxes:
 - 1. Install manual fire-alarm box in the normal path of egress within 60 inches of the exit doorway.
 - 2. Mount manual fire-alarm box on a background of a contrasting color.
 - 3. The operable part of manual fire-alarm box shall be between 42 inches and 48 inches above floor level. All devices shall be mounted at the same height unless otherwise indicated.
- E. Smoke- or Heat-Detector Spacing:
 - 1. Comply with the "Smoke-Sensing Fire Detectors" section in the "Initiating Devices" chapter in NFPA 72, for smoke-detector spacing.
 - 2. Smooth ceiling spacing shall not exceed 30 feet.
 - 3. HVAC: Locate detectors not closer than 60 inches from air-supply diffuser or return-air opening.
 - 4. Lighting Fixtures: Locate detectors not closer than 12 inches from any part of a lighting fixture and not directly above pendant mounted or indirect lighting.
- F. Install a cover on each smoke detector that is not placed in service during construction. Cover shall remain in place except during system testing. Remove cover prior to system turnover.
- G. Duct Smoke Detectors: Comply with NFPA 72 and NFPA 90A. Install sampling tubes so they extend the full width of duct.

- H. Remote Status and Alarm Indicators: Install in a visible location near each smoke detector, sprinkler water-flow switch, and valve-tamper switch that is not readily visible from normal viewing position.
- I. Audible Alarm-Indicating Devices: Install not less than 6 inches below the ceiling. Install bells and horns on flush-mounted back boxes with the device-operating mechanism concealed behind a grille. Install all devices at the same height unless otherwise indicated.
- J. Visible Alarm-Indicating Devices: Install adjacent to each alarm bell or alarm horn and at least 6 inches below the ceiling. Install all devices at the same height unless otherwise indicated.

3.3 PATHWAYS

- A. Pathways above recessed ceilings and in non-accessible locations may be routed exposed.
- B. Pathways shall be installed in EMT.
- C. Exposed EMT shall be painted red enamel.

3.4 CONNECTIONS

- A. Make addressable connections with a supervised interface device to the following devices and systems. Install the interface device less than 36 inches from the device controlled. Make an addressable confirmation connection when such feedback is available at the device or system being controlled.
 - 1. Smoke dampers in air ducts of designated HVAC duct systems..
 - 2. Alarm-initiating connection to activate emergency shutoffs for gas and fuel supplies.
 - 3. Supervisory connections at valve supervisory switches.
 - 4. Data communication circuits for connection to mass notification system.

3.5 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- B. Install framed instructions in a location visible from fire-alarm control unit.

3.6 GROUNDING

- A. Ground fire-alarm control unit and associated circuits; comply with IEEE 1100. Install a ground wire from main service ground to fire-alarm control unit.
- B. Ground shielded cables at the control panel location only. Insulate shield at device location.

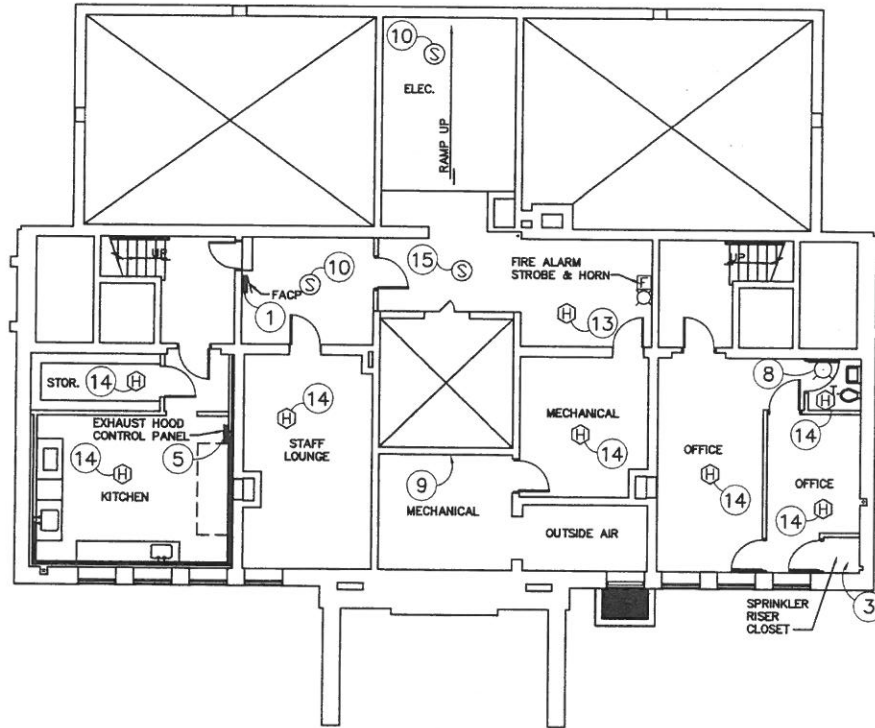
3.8 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of manufacturer's designated service organization. Include preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
1. Include visual inspections according to the "Visual Inspection Frequencies" table in the "Testing" paragraph of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
 2. Perform tests in the "Test Methods" table in the "Testing" paragraph of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
 3. Perform tests per the "Testing Frequencies" table in the "Testing" paragraph of the "Inspection, Testing and Maintenance" chapter in NFPA 72.

3.9 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain fire-alarm system (4 hour minimum).

END OF SECTION 283111



1 BASEMENT FLOOR PLAN

0 5'-4" 10'-8" 21'-4"

SCALE: 3/32" = 1'-0"



KEYED NOTES

1. EXISTING FIRE ALARM CONTROL PANEL (FACP) LOCATION— REPLACE PANEL.
2. EXISTING ANNUNCIATOR PANEL LOCATION (ALTERNATE FACP LOCATION).
3. PROVIDE FIRE ALARM CONNECTION TO EXISTING SPRINKLER SYSTEM FLOW AND TAMPER SWITCHES.
4. PROVIDE NEW KNOX BOX, MOUNTED ON EXTERIOR OF BUILDING.
5. EXISTING KITCHEN EXHAUST HOOD CONTROL PANEL—INTERCONNECT KITCHEN EXHAUST HOOD WITH FIRE ALARM SYSTEM PER CODE. FIRE ALARM ACTIVATION SHALL SHUT DOWN GAS VALVES TO KITCHEN EQUIPMENT.
6. REPLACE EXISTING MANUAL PULL STATION.
7. REPLACE EXISTING FIRE HORN/STROBE.
8. PROVIDE NEW STROBE IN LOCATION INDICATED.
9. PROVIDE DUCT SMOKE DETECTOR—FIRE ALARM ACTIVATION SHALL SHUT DOWN HVAC SYSTEM.
10. EXISTING SMOKE DETECTOR LOCATION—REPLACE EXISTING DETECTOR WITH NEW SMOKE DETECTOR.
11. EXISTING SMOKE DETECTOR LOCATION—REPLACE EXISTING DETECTOR WITH NEW COMBINATION SMOKE/CARBON MONOXIDE DETECTOR.
12. PROVIDE NEW COMBINATION SMOKE/CARBON MONOXIDE DETECTOR.
13. EXISTING HEAT DETECTOR LOCATION—REPLACE WITH NEW SMOKE DETECTOR.
14. EXISTING HEAT DETECTOR LOCATION—REMOVE HEAT DETECTOR AND PROVIDE COVER PLATE ON BOX.
15. PROVIDE NEW SMOKE DETECTOR IN LOCATION INDICATED.



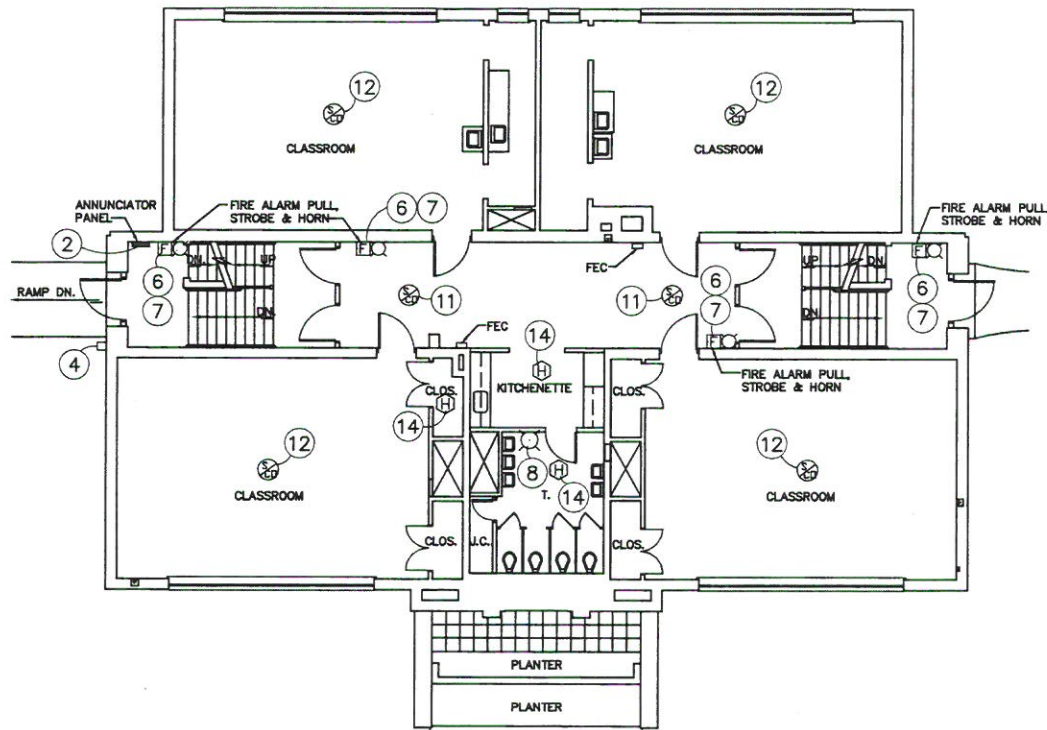
Fire Alarm System Renovations Building 16

1900 Kanawha Blvd. E.
CHARLESTON, WEST VIRGINIA 25301

REVISIONS	
DATE	NO.



REVISED	
DATE	SCALE
2-14-2014	
DRAWN BY	CHK. BY
KJD	
DRAWING NUMBER	
A1	



1 FIRST FLOOR PLAN
 0 5'-4" 10'-8" 21'-4"
 SCALE: 3/32" = 1'-0"



KEYED NOTES

1. EXISTING FIRE ALARM CONTROL PANEL (FACP) LOCATION— REPLACE PANEL.
2. EXISTING ANNUNCIATOR PANEL LOCATION (ALTERNATE FACP LOCATION).
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Fire Alarm System Renovations
 Building 16
 1900 Kanawha Blvd. E.
 CHARLESTON, WEST VIRGINIA 25301

REVISIONS

DATE	NO.

SEAL

REVISED

DATE	SCALE
2-14-2014	
DRAWN BY	CHK. BY
KJD	
DRAWING NUMBER	

A2

REVISED	
DATE 2-14-2014	SCALE
DRAWN BY KJD	CHK. BY
DRAWING NUMBER A3	

Project No. GSD146423

Attachment B: Bid Form

State of West Virginia – General Services Division

**FIRE ALARM SYSTEM
STATE OFFICE BUILDING NO. 16
CHARLESTON, WEST VIRGINIA**

NAME OF BIDDER: _____

BASE BID: All labor, materials and associated costs to upgrade the fire alarm system in Building 16, Capitol Daycare.

(\$ _____).

(Total to be written in figures and words.)

In the event that the written amount and the numerical amount differ, the written amount shall prevail.

Reference No. 1 Name:

Position: _____

Address: _____

Telephone Number: _____

Project Name: _____

Project Description: _____

Reference No. 2 Name:

Position: _____

Address: _____

Telephone Number: _____

Project Name: _____

Project Description: _____

Reference No. 3 Name:

Position: _____

Address: _____

Telephone Number: _____

Project Name: _____

Project Description: _____



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).

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
(B) Request for Quotation Number (upper right corner of page #1)
(C) Your Business Entity Name (or Individual Name if Sole Proprietor)
(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's Principal Office
(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 numbers
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Business Entity (or Individual Name if Sole Proprietor)
(R) Seal of Principal
(S) Signature of President, Vice President, or Authorized Agent
(T) Title of Person Signing for Principal
(U) Seal of Surety
(V) Name of Surety
(W) Signature of Attorney in Fact of the Surety

NOTE 1: **Dated Power of Attorney with Surety Seal must accompany this bid bond.**

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 Oblige, 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 Oblige may accept such bid: and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the _____ (N) day of _____ (O), 20 _____ (P).

Principal Seal

(R)

(Name of Principal)

By _____ (S)
(Must be President, Vice President, or
Duly Authorized Agent)

Title

Surety Seal

(U)

(Name of Surety)

Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Agency _____
 REQ.P.O# GSD146423

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 Obligee, 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 Obligee may accept such bid, and said Surety does hereby
 waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
 Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20____.

Principal Seal

 (Name of Principal)

By _____
 (Must be President, Vice President, or
 Duly Authorized Agent)

 (Title)

Surety Seal

 (Name of Surety)

 Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
 must attach a power of attorney with its seal affixed.**



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

STATE OF WEST VIRGINIA,

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**.

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

By: _____

Title: _____

Company Name: _____

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.

RFQ No. GSD146423STATE 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** _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: GSD146423

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)

☐

Addendum No. 1

☐

Addendum No. 6

☐

Addendum No. 2

☐

Addendum No. 7

☐

Addendum No. 3

☐

Addendum No. 8

☐

Addendum No. 4

☐

Addendum No. 9

☐

Addendum No. 5

☐

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 acknowledgment should be submitted with the bid to expedite document processing.

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)