

DEPARTMENT OF FINANCE

INVITATION TO BID

November 12, 2019

BID TITLE: Fire Alarm System Replacement

BID #: K00119

BID OPENING DATE: December 19, 2019 at 2:00 PM

BID BOND REQUIRED: Yes

MANDATORY PRE-BID CONFERENCE: November 27, 2019 at 9:00 A.M.

The City of Staunton is seeking sealed bids from qualified contractors to replace the Central Fire Alarm System located at the Staunton Library, 1 Churchville Ave, Staunton Virginia. All work shall be in accordance with the attached specifications. Questions regarding the specifications for this bid should be directed in writing to **Tim Powell, Facility Services Superintendent, at powelltc@ci.staunton.va.us**

Please quote lowest price and best delivery on items listed. Advise what discount, if any will be allowed for payment within a specified time. Terms and delivery date must be specified.

Right is reserved to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities, and to contract for the bid to other than the lowest bidder in the best interest of the City of Staunton.

The City does not discriminate against small and minority business firms.

All bids must be submitted in a sealed envelope plainly marked, Bid No. **“K00119– FIRE ALARM SYSTEM REPLACEMENT”**, with the name and address of the bidder in the upper left hand corner and accompanied by complete specifications for the items offered. **E-Mail and facsimile responses are not acceptable.** No responsibility will attach the Owner or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a bid not properly addressed and identified.

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE REJECTED

BIDS MUST BE SEALED, MARKED, AND DELIVERED TO:

Mail To:

Chad Horvat
Finance Business Manager
P.O. Box 58
Staunton, VA 24402-0058
(540) 332-3819

Overnight To:

Chad Horvat
Finance Business Manager
116 W. Beverley St., 3rd Floor
Staunton, VA 24401
(540) 332-3819

CITY OF STAUNTON

BID FORM

DESCRIPTIONCOST

Provide all Labor, Supervision, Materials, and Equipment to remove and replace Central Fire Alarm System as per attached specifications.

\$ _____

Warranty: _____

TOTAL: \$ _____

PER ATTACHED SPECIFICATIONS

OFFER

To Purchasing Department:

In compliance with the bid information, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

FOB: _____ TERMS: _____

BIDDER/COMPANY NAME: _____

BY: (Signature) _____

TYPED NAME OF BIDDER: _____

STREET ADDRESS: _____

CITY AND STATE: _____

VIRGINIA SCC #: _____ FEDERAL ID #: _____

EMAIL: _____

DATE: _____ PHONE: _____ FAX: _____

FIRE ALARM SYSTEM REPLACEMENT SPECIFICATIONS

SCOPE OF WORK

The City of Staunton is requesting sealed bids from qualified contractors to provide all materials, labor, equipment, and supervision to replace the Central Fire Alarm system and install a Remote Annunciator Panel located at the Staunton Public Library, 1 Churchville Ave. Staunton Virginia, as specified herein.

The existing system contains approximately 19 zones and 70 devices. It is the City's' intention to utilize (if possible) the existing wiring, conduit, HVAC duct/fire service dampers, sprinkler flow switches and sprinkler devices. All manual pull stations, horns, strobes, and smoke detectors shall be replaced as part of this bid and as stated herein.

All work shall be conducted during normal working hours, Monday – Friday 8:00 AM to 5:00 PM, unless approved in advance by authorized City personnel. The contractor shall be responsible for identifying all devices requiring replacement to bring the system up to current codes such as, but not limited to, smoke/heat detectors, pull stations, horns/strobes, sprinkler system flow switches and devices etc. All smoke and heat detectors shall be replaced under this contract. After demolition of the old system, all parts shall be turned over to the City.

MANDATORY PRE-BID MEETING

There will be a mandatory pre-bid meeting at **9:00 A.M. on November 27, 2019**, in the Board Room, 2nd floor, Staunton Public Library, 1 Churchville Ave, Staunton, Virginia 24401. At this meeting, contractors will have an opportunity to ask questions regarding this bid, tour the facilities, and inspect the existing Fire Alarm system and equipment associated with this bid.

BID QUESTIONS AND ADDENDA

Prior to submitting their bid, it is the bidder's responsibility to check the City web-site (<http://www.staunton.va.us/solicitations>) for any addenda associated with this Invitation for Bid. All questions following the pre-bid meeting must be submitted in writing and emailed to Tim Powell, Superintendent of Facility Services/Refuse at powelltc@ci.staunton.va.us or faxed to (540) 332-3894 no later than **2:00 P.M. December 5, 2019**. Questions and answers and any addenda issued will be available on the City's web site by **5:00 P.M. December 6, 2019**.

GENERAL REQUIREMENTS

All interested contractors are required to visit the job site prior to submitting bids. At the time bids are received, each contractor will be presumed to have inspected the specified facility listed above and to have satisfied himself as to the nature and location of the work, the character of the equipment and facilities needed prior to and during the execution of the work, general conditions, and all other matters which in any way affect work under this contract.

No verbal agreement or conversation with any officer, agent, or employee of the City either before or after the execution of this contract shall affect or modify any of the terms or obligations herein contained.

Contractors bidding the Fire Alarm System Upgrade shall be capable of providing the following equipment and in-house services listed herein.

1. Provide a list, using the City of Staunton's Vendor References Form (Attachment VRF), of previous clients that may be contacted as reference. The contractor must have a minimum experience of three (3) projects of similar size and complexity that have been completed within the last two (2) years. Include customer name and contact information with telephone number.
2. Procedure shall be a turnkey operation and therefore will include all supervision, materials, equipment, labor, tools, and services required to ensure proper removal, disposal, installation of all products listed herein.
3. Provide specific environmental requirements, if any, which the City will need to meet prior to starting the work, e.g., power or space needs.
4. During the course of the work, the contractor shall cause as little inconvenience as possible to the Public, City employees, or scheduled activities, and shall maintain the work site free from any conditions that may result in danger or nuisance to the public.
5. Appropriate City personnel will make payment for all completed work and equipment only after final approval of the systems acceptability.
6. All material must be new and the installation shall meet all applicable local, State, and Federal codes.
7. Any required City permits must be obtained by the contractor but will be provided at no cost. The contractor shall obtain the required business license from the City of Staunton Commissioners of Revenue's Office, located in the City Hall complex at 116 West Beverley Street, Staunton Virginia prior to commencement of work.
8. A tax-exempt certificate will be provided to the successful contractor.

Bid Schedule

Invitation to Bid Posted	November 8, 2019
Pre-Bid Meeting	November 27, 2019 at 9:00 AM
Questions Submission Deadline	December 5, 2019 by 1:00 PM
Addenda and Questions & Answers Posted	December 6, 2019 by 5:00 PM
Bid Submission Deadline	December 19, 2019 by 2:00 PM

TECHNICAL SPECIFICATIONS

A. RELATED DOCUMENTS

The publications listed below form a part of this specification to the extent referenced. The publications listed below are referenced as the latest edition published as of the date of this document. The publications are referred to in the text by the basic designation only.

National Fire Protection Association (NFPA)

- NFPA 70, National Electrical Code®.
- NFPA 72, National Fire Alarm Code®.

- NFPA 90A, Standard for the Installation of Air-Conditioning and Ventilating Systems.
- NFPA 92A, Recommended Practice for Smoke-Control Systems.
- NFPA 780, Standard for the Installation of Lightning Protection Systems.

Underwriters Laboratories, Inc. (UL)

- UL FPED, Fire Protection Equipment Directory.

American National Standards Institute (ANSI)

- ANSI A117.1, Standard on Accessible and Usable Buildings and Facilities.

American Society of Mechanical Engineers (ASME)

- AMSE A17.1, Safety Code for Elevators and Escalators.

Institute of Electrical Electronics Engineers (IEEE)

- IEEE 1100 C62.41, Recommended Practice for Powering and Grounding Electronic Equipment.

B. DESCRIPTION OF WORK

1. The Contractor shall replace the existing building UL listed Fire Detection and Alarm System as described herein, install one (1) remote annunciator panel to allow for fire alarm system access from the first floor, north side, Okenwald Street entrance, and, if possible, use the existing conduit and wiring that connect to the current devices.
2. The Contractor shall provide equipment and components from the existing system manufacturer's current product lines which comply with the requirements of these Specifications. Equipment or components which do not provide the performance and features required by these specifications are not acceptable, regardless of manufacturer.
3. Prepare and submit shop drawings, Contractor record drawings, and other submittals required herein.
4. Test and adjust all equipment and systems.
5. Warranty all new equipment and systems for two years after final acceptance of the system by the City of Staunton.
6. It is further intended that, upon completion of this work, the City of Staunton be provided with:
 - a. Complete information and drawings, including factory O&M manuals, describing and depicting all work as installed, including all information necessary for maintaining, troubleshooting, and/or expanding the system at a future date.
 - b. Complete documentation of testing of new work, alarm equipment, controllers, and devices.
 - c. Certification that the work installed has been inspected and tested and installed entirely in accordance with the applicable codes, standards, manufacturer's recommendations, and UL listings, and is in proper working order.

C. DEFINITIONS

1. FACP: Fire alarm control panel.
2. LED: Light-emitting diode.
3. NICET: National Institute for Certification in Engineering Technologies
4. Definitions in NFPA 72 apply to fire alarm terms used in this specification.

D. SYSTEM DESCRIPTION

1. The fire detection and alarm system shall be maintained and left in fully operating condition at all times, except for the minor portions serving the areas of work as necessary. The Contractor shall furnish and install all devices, appliances, equipment, conduit, wiring and labor necessary to provide modifications to the existing approved fire detection and alarm system as stated herein, consisting of but not limited to:

Note: See Attachment ‘A’ for Existing Zone, Cabling and Device Locations.

- a. Manual fire alarm stations.
- b. Spot type smoke detectors in Electronic Equipment Room and Telephone Equipment Room areas and other areas as indicated in the base building.
- c. Fire alarm horns as indicated on the drawings.
- d. Visual notification appliances as indicated on the drawings.
- e. All conduit, wiring, connections to devices, outlet boxes, junction boxes, and all other necessary material to complete a manufacturer approved, UL listed, and code compliant modification that complies with all provisions of this specification.
- f. Addressable Control and Monitoring Modules for activation and monitoring of a pre-action system controller furnished under the fire suppression contract.

E. PERFORMANCE/SYSTEM REQUIREMENTS

1. The work includes providing all associated equipment and appurtenances complete and ready for operation. Equipment, materials, installation, workmanship, inspection, and testing shall be in strict accordance with the required and advisory provisions of the NFPA standards and applicable codes and manufacturer's recommendations. Devices and equipment for fire alarm service shall be listed by Underwriters Laboratories Inc. (UL), or approved by the Factory Mutual System. **All purposed fire alarm system equipment, system and subsystem components shall be the latest make, model and product line of the manufacturer.**
2. The system shall be designed and equipped to receive, monitor, and annunciate signals from devices and circuits installed throughout the building. Receipt of alarm, trouble, and supervisory signals shall activate integral audible devices at the control panel and at each remote annunciation device. Receipt of these signals shall operate as follows:
 - a. The integral audible devices shall produce a sound output upon activation.
 - b. Alarm, trouble, and supervisory signals shall initiate recognizably different audible outputs. Trouble and supervisory signals may initiate the same audible output if distinction is by visible annunciation.

- c. Integral audible devices shall continue to sound until silenced by a system operator actuating a switch designated for that purpose.
 - d. Receipt of subsequent alarm, trouble or supervisory signals shall cause the integral audible devices to resound.
 - e. The fire alarm panel shall be equipped with “global acknowledge” for all signals.
 - f. The system shall be designed and equipped to provide inputs and outputs necessary for direct installation and shall recognize and annunciate the following signals:
 - i. Fire alarms.
 - ii. Supervisory alarms.
 - iii. Trouble conditions.
 - iv. Operator acknowledgment of annunciated signals.
 - v. System reset.
- 3. All alarm signals, supervisory alarm signals, and trouble conditions shall be annunciated by the control panel and by each remote annunciation device. Operator acknowledgment of smoke detection signals and system reset shall be annunciated by the control panel. The panel shall not be capable of being reset until all alarm, trouble and supervisory conditions have been cleared. Trouble and supervisory signals shall be latching (i.e. will not be cleared until the off-normal condition is rectified and the panel is reset).
- 4. Fire Alarm Signals: Activation of the following devices shall be recognized and annunciated by the system as fire alarms:
 - a. Manual fire alarm stations.
 - b. Open area system type smoke detectors, including duct smoke detectors.
 - c. Heat detectors.
- 5. Trouble Signals: The system will also recognize and annunciate the following trouble conditions:
 - a. Signaling line circuit trouble conditions per NFPA 72.
 - b. Notification appliance circuit trouble conditions per NFPA 72.
 - c. Power supply trouble conditions as required.
 - d. Remote annunciation device trouble conditions
 - e. A smoke detector, with automatic drift compensation feature, requiring maintenance when it reaches 80 percent of its threshold limit for a period of 24 hours, or equivalent UL listed performance.
 - f. Adjustment of the sensitivity of any smoke detector or the temperature setting of any heat detector shall not cause a trouble condition on the panel.

6. Operator Acknowledgment Signals:

- a. Silencing of integral audible devices shall be recognized and annunciated by the system as operator acknowledgment of the signal displayed.

F. FIRE ALARM CONTROL PANEL (FACP)

Note: Fire Alarm Control Panel is to remain in the same location as the existing (FACP).

1. Analog Addressable: The system utilizes the analog point-addressable, multiplex technology providing a discrete system "address" for each individual initiating device.
2. Modular Components: System components are modular in design to ensure future expansion capability of the system. Spare capacity shall pertain to quantities of devices, circuits, amplifiers, conduit, conductors, ampacities (size), and lengths.
3. Any modifications to the fire alarm panel shall be designed and equipped to provide the following:
 - a. Conventional horns in general alarm shall sound the standard evacuation signal.
 - b. Standby power supplies capable of supporting all dependent devices and equipment as required by all current codes.
 - c. Devices or controls to effect reset of the system.
 - d. Upon activation, any existing alarm will be transferred to a visible indicator. Any subsequent alarms from other devices or inputs will operate the alarm signaling appliances
 - e. The data communication rate between the system CPU and associated annunciators, and addressable initiating devices shall be such that the time delay between activation of an alarm initiating device (excluding retarded water flow switches and smoke detector circuits arranged for automatic alarm verification) and activation of the associated automatic notification appliance signaling and automatic auxiliary control functions shall not exceed 15 seconds.
4. Alphanumeric Display and System Controls: The FACP is equipped with a visible alpha/numeric LCD display indicating current status of the entire system.
 - a. The LCD display shall be a minimum 80 character visual alpha/numeric display. Under normal conditions the front panel shall display a "SYSTEM IS NORMAL".
 - b. Upon detection of an abnormal condition, the appropriate LED (Alarm, Supervisory, or Trouble) shall flash. The panel audible signal shall pulse for alarm conditions and sound steadily for trouble and supervisory conditions.
 - c. Upon receipt of an off normal condition, the LCD shall display the 40 character custom location label, the type of device (i.e. smoke, pull station) and the point's status (i.e. alarm, trouble). Labels for new devices to be consistent with existing labeling scheme in building and as approved by facility operations staff.

5. Signaling Line Circuits: The wiring between addressable devices shall be Class A as described in NFPA 72.
 - a. Class A signaling line circuits shall be run in two separate conduits. Each leg of the circuit shall be physically separated by minimum 2 hour fire rated construction and arranged such that severing one of the conduits will not put any portion of the system out of service.
 - b. “T-tapping” shall not be permitted.
 - c. Circuits connecting remote Alpha/Numeric annunciation devices with the control panel may be Class A as described in NFPA 72. The Contractor shall note this within the submittal documents.
6. Notification Appliance Circuits: Notification appliance circuits shall be Class A, arranged to be capable of operation during a single break or single ground.
 - a. Visible and audible notification appliances shall be installed on separate circuits.
 - b. “T”-tapping shall not be permitted.
7. Expansion/Spare Capacity: The system shall have spare installed capacity enabling it to support a 25% increase in the number of initiating devices and monitoring and control points (addressable devices), notification appliance circuits, amplifiers and power supplies. Spare circuit capacity shall be evenly distributed throughout the system.
8. Smoke-Alarm Verification:
 - a. The system shall incorporate an alarm verification function in the control panel. Alarm verification shall be arranged on a per smoke detector basis only.
 - b. The system shall be arranged such that the “retard-reset” period shall be 60 seconds. Alarm verification shall not be provided for manual fire alarm stations, water flow alarm switches, or duct smoke detectors.
9. Notification-Appliance Circuit: Operation shall meet ANSI SB.41 audible emergency evacuation standards.
10. Alarm Silencing, Trouble, and Supervisory Alarm Reset: Manual reset at the FACP and remote annunciator after the initiating devices are restored to normal.
 - a. Should the Main Fire Alarm Control Panel “Alarm Silence” button be pressed, all audible notification appliances and strobes shall be deactivated.
 - b. Visible notification appliances shall not be deactivated by an alarm silence mode.
 - c. Visible appliances shall discontinue signaling operation only when a system reset is initiated and all alarms are returned to a non-alarm condition.
11. Walk Test: A test mode to allow one person to test alarm and supervisory features of initiating devices. Enabling of this mode shall require the entry of a password. The FACP and annunciators shall display a test indication while the test is underway. If testing ceases while in walk-test mode, after a preset delay, the system shall automatically return to normal.
12. Remote Smoke-Detector Sensitivity Adjustment: Controls shall select specific addressable smoke detectors for adjustment, display their current status and sensitivity

- settings, and control of changes in 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. Provide for additional training for operation of smoke detection sensitivity adjustments for facility operators. Provide for implementation of a pre-alarm smoke detection at low level sensitivity which will cause a trouble signal to be generated in the system. This is intended to allow for facility personnel to investigate prior to activation of alarm sequence at high level smoke alarm. Review all settings and programming operations with facility personnel.
- 13. Transmission to Remote Central Monitoring Station:** Automatically transmit alarm, trouble, and supervisory signals to a remote annunciator panel.
- 14. Primary Power:** Provide 120 volts ac service, transformed through a two winding isolation type transformer and rectified to low voltage dc for operation of any extender or expansion panels required to be added to the fire alarm control panel and all associated devices, including the annunciator panel and the DACT.
- a. All AC power connections shall be to the building's designated emergency electrical power circuit and shall meet the requirements of NFPA 72. Each AC Circuit shall be provided an approved transient suppressor dedicated to the individual circuit only.
 - b. Design load (calculated load including 25% spare capacity) connected to any power supply shall not exceed 80 percent of its rated capacity. Obtain primary power as indicated. All fire alarm system AC power connections shall be hardwired via dedicated circuits serving no other load(s). Each AC power circuit shall be provided with a single, approved disconnecting means between the service entrance and the fire alarm system, and shall, along with all associated connections, be installed entirely within approved electrical enclosures, conduits or raceway. The power circuit disconnecting means shall be clearly labeled "Fire Alarm System Power".
 - c. All power supplies shall be capable of recharging their associated batteries, from a fully discharged condition to a capacity sufficient to allow the system to perform consistent with the requirements of NFPA 72.
- 15. Secondary Power:** All portions of the system shall be designed and equipped on standby (rechargeable) battery power.
- a. Upon failure of primary (AC) power, the affected portion(s) of the system shall automatically switch over to secondary power without losing any alarm, trouble or operator acknowledgment signals. Operation of any portion of the system on secondary power shall annunciate as a trouble signal, identifying the inoperable power supplies.
 - b. Batteries shall be sealed gel-type. Standby batteries shall have sufficient capacity to maintain all portions of the system in a normal, non-alarm condition for a minimum of 24 hours, after which it shall be capable of operating all notification appliances simultaneously for a minimum of 5 minutes. Design load (calculated load including 25% spare capacity) connected to any batteries shall not exceed 75 percent of its rated capacity.

- c. All standby batteries shall be continuously monitored by the system. Low battery and disconnection of battery power supply conditions shall immediately annunciate as a trouble signal, identifying the deficient batteries. Standby battery capacity may be increased as required to meet the recharging requirements.
- 16. Transient Suppression:** Transient suppression shall be provided for each circuit connected to the Fire Alarm System that enters or exits the building housing the fire alarm control panel.
- a. Provide and install in accordance with NFPA 780.
 - b. Transient surge suppression shall also be installed in the following locations:
 - i. Primary power circuits (e.g., 120 VAC) serving the fire alarm system.
 - ii. Fire alarm circuits entering or exiting the building.
 - iii. All fire alarm circuits that are connected to other equipment (i.e., elevator and HVAC shutdown, etc.).
 - iv. Telephone line (if using DACT/POTS (plain old telephone service) and/or analog telephone lines or other telephone-based system).
 - c. Steps that should be taken to ensure proper use of a surge protector include:
 - i. Provide surge protectors that self-restore after dissipating the surge to ground.
 - ii. Verify the installation team has been trained on proper installation procedures in regard to grounding and surge protection.
 - iii. Verify fire alarm panels are properly grounded.
 - iv. For data circuits, provide surge protectors that are UL 497 listed as primary protectors.
 - v. For power circuits, provide surge protectors that are UL 1449 listed with 330-volt suppression level and have a maximum response time of 5 nanoseconds. Also meet IEEE C62.41 category B criteria.
 - vi. Verify surge protectors are multi-stage construction and provided with long life indicator lamp, which extinguishes upon failure to protect components. Fuses should be externally accessible.
 - vii. Installation should be consistent with IEEE 1100.
 - viii. Surge protectors installed in metal electrical boxes.
 - ix. Surge protectors installed as close to the fire alarm control unit as possible, but not more than 15 feet from the panel.
 - d. Catalog data sheets for the transient devices installed shall be included in the submittal. Each device shall be noted on the data sheets as UL listed to operate on the circuit (120V, Signaling Line Circuit, Notification Appliance Circuit, Initiating Device Circuit, etc.) for which it is being employed.
 - e. The installation of transient suppression shall be at a location that facilitates maintenance and inspection and is adjacent to the point of exit or entry to the building for all low voltage circuits. The suppression devices shall be installed in

junction boxes that are sized to house the suppression module and the terminal blocks that interconnect them to the fire alarm circuits.

17. Surge Arrestors: Surge arrestors on surge suppression devices that are integral to FACP components or circuit boards shall not be considered “as-equal” to this requirement for individual dedicated circuit protection.
18. EMI/RF/AC Voltage Interference:
 - a. All fire alarm control equipment, devices and wiring shall be protected against unwanted radiated electromagnetic interference (EMI) and radio frequency interference (RFI) or induced voltages caused by AC power circuits, electrical transformers, motors or switchgear, electronic equipment, fluorescent lighting fixtures, hand held portable radios, cellular phones or other devices which can interfere with normal system processing and possibly cause unwanted alarms.
 - b. The system shall be designed and installed to be unaffected by the operation of a hand-held portable radio (walkie-talkie) of 5 watts power generating capability within 12 inches of any system device with all appropriate covers installed.
 - c. All circuits shall be segregated and/or shielded as necessary to eliminate audio and/or electrical crosstalk between circuits. Where necessary, separate, isolated power supplies, shielded equipment cabinets, or other appropriate means of eliminating interference/crosstalk shall be provided.
19. Instructions: Computer printout or typewritten instruction card mounted behind a plastic or glass cover in a stainless-steel or aluminum frame. Describe appropriate response for displays and signals. Briefly describe the functional operation of the system under normal, alarm, and trouble conditions.
20. Analog phone capability: The FACP shall be equipped with an automatic dial-up feature that will support two telephone lines, Primary and Secondary, completely programmable and shall automatically dial out to the monitoring service as required by NFPA.72.

G. REMOTE ANNUNCIATOR PANEL

1. Remote Annunciator Panel (RAP) shall be capable of future expansion of the fire alarm system as specified in the FACP section and shall contain an Alphanumeric, 80 characters (LCD) display indicating current status of the system. Under normal conditions the front panel shall display a “SYSTEM NORMAL”. **Remote Annunciator Panel shall be installed on the first floor, north side, Okenwald Street entrance.**
2. Activation of any alarm from the Fire Alarm Control Panel (FACP) shall cause the following but not limited to:
 - a. Display a custom message describing the device originating the alarm condition at the FACP.
 - b. Display alarm showing the device type and location of the trouble.
 - c. Indication of trouble such as, primary and secondary power loss (battery failure), open or grounded initiating or signaling circuit wiring, open, grounded or shorted indication system wiring, device communication failure.
 - d. Ability to effectively reset of the system without access to (FACP).

- e. Ability to by-pass individual and multiple zones without access to (FACP).
- f. Password protected or manual means, by which the control switch is locked by key or lockable enclosure.

H. MANUAL FIRE ALARM STATIONS

1. Manual fire alarm stations shall be UL 38 listed; finished in red with molded, raised-letter operating instructions in contrasting (white) color. Stations shall show visible indication of operation. The manual station shall be flush or surface mounted to match existing condition.
 - a. Manual fire alarm stations shall be of the double-action, non-coded, addressable type. Manual fire alarm stations shall annunciate by point. (Break glass front stations shall not be permitted). However, pull lever, break glass rod type is acceptable. Pull stations shall be similar to Siemens dual action cover with an outside steel lid concealing the pull station operating handle behind.
 - b. Stations shall consist of housings, fitted with a pull-down lever, which when operated, locks in position to activate an alarm condition. The body of the manual station shall be permanently attached to the back plate assembly.
 - c. Stations shall include an integral addressable module, arranged to communicate the station status (normal, alarm, or trouble) to the FACP.
 - d. Resetting the station after operation shall require the use of a key or special tool.

I. SMOKE DETECTORS

1. Spot Type Smoke Detectors:
 - a. Detectors shall be listed by UL as “Smoke-Automatic Fire Detectors,” tested according to UL 268. Detectors listed as “Single and Multiple Station Smoke Detectors” tested according to UL 217 shall not be used.
 - b. These detectors shall be system-operated, addressable, plug-in type detectors that mount to a twist lock base, to prevent unauthorized removal of smoke detector heads.
 - c. Detectors shall operate on the ionization principle in general unless otherwise indicated.
 - d. The detector shall contain an alarm initiating LED that will illuminate to signal activation of the detector.
 - e. Each smoke detector shall be monitored individually, via an integral, analog addressable element.
 - f. Detectors shall automatically adjust sensitivity to compensate for dirt or dust in the chamber (drift compensation). When detectors are out of UL listed sensitivity range or compensation is too frequent, detectors shall initiate a trouble signal and display a message that indicates the detector is dirty and requires cleaning.
 - g. Malfunction of the electrical circuitry to the detector shall actuate the system trouble devices.
 - h. Each detector shall contain an alarm lamp/LED that shall illuminate when the detector is activated into an alarm condition.

- i. Detector bases shall be provided with screw type terminals for wiring connections.
- j. Detector spacing and location shall be in accordance with manufacturer's recommendations, the requirements of NFPA 72, and as indicated. Area smoke detectors shall be mounted on the ceiling of finished areas, on the underside of the floor structure above or on the underside of beams in unfinished areas as permitted by NFPA 72. No smoke detector shall be located closer than three (3) feet from a supply air register.
- k. Provide remote indicator lamp for each detector located above suspended ceilings, beneath raised floors, or otherwise concealed from view. Installation of smoke detectors beneath raised floors shall be in accordance with NFPA 72, with the exception that smoke detectors shall not be installed on the bottom of raised floor panels.
- l. Mount detector on a 4-inch outlet box with a minimum depth of 2 inches or as indicated by manufacturer's installation instructions.

J. AUDIBLE/VISIBLE NOTIFICATION APPLIANCES

1. Provide flush mounted UL Listed notification appliances consisting of a fire alarm horn "public mode" with an integral ADA strobe.
2. Audible notification appliances shall be installed, spaced and tapped so as to produce a sound output on alarm which is clearly audible above the ambient noise level throughout the building. In no case shall the audible alarm level be less than 15 dBA above the ambient noise level nor less than 5 dBA above the maximum ambient noise level.
3. If necessary, provide power supplies located in electrical rooms or other similar space and sized in accordance with NFPA 72.
4. Fire Alarm Horns:
 - a. Fire alarm horns shall be listed in accordance with UL 464.
 - b. Horns shall be electronic, multi-tap device with multiple tones consisting of continuous horn, warble, siren, and slow whoop. The use of chimes is not permitted.
 - c. Horns shall have a sound rating of at least 85 decibels at 10 feet and arranged to provide audible signal distribution throughout the facility. In no case shall horns produce a sound output on alarm more than 120 dBA.
 - d. Combination fire alarm horns/strobes shall be mounted as required below. Fire alarm horns shall be on a separate circuit from visible devices such that horns can be silenced and visible devices will continue to operate. All wiring shall be supervised.
5. Visible Notification Appliances:
 - a. Visible notification appliances shall be listed in accordance with UL.
 - b. Visible notification appliances shall consist of a Xenon flash tube, high intensity strobe lamp, with clear (nominal white) light having a flash rate of 1 to 3 flashes per second. The maximum pulse duration shall be 2/10's of one second (0.2

seconds), with a maximum duty cycle of 40 percent. The pulse duration is defined as the time interval between initial and final points of 10 percent of maximum signal.

- c. Visible notification appliances shall be a minimum of 15/75 cd and maximum of 120 cd. Provide visible notification appliances with multiple tap settings to vary the light output.
- d. Placement shall be in accordance with this section, NFPA 72 and the ADA. Wall mounted visible notification appliances shall be mounted not less than 80 inches above the finished floor, or 6 inches below the ceiling, whichever is lower. Ceiling mounted visible notification appliances shall be located in accordance with NFPA 72. Placement of visible notification appliances in rooms and corridors more than 20 feet wide shall be in accordance with NFPA 72. Placement of visible notification appliances in corridors 20 feet or less in width shall be in accordance with NFPA 72.
- e. Visible notification appliance circuits connected to this appliance shall be configured so that all associated wiring is supervised, and is separate from audible notification appliance circuits. Visible appliances shall activate anytime audible appliances are activated. This activation shall occur when the audible circuit is activated manually or automatically without operating additional switches.
- f. Where there are more than three strobes within the same view (135 degrees) the strobes shall be synchronized in accordance with NFPA 72. Synchronized flashing shall be defined as all strobe lights flashing within 50 milliseconds of one another.

K. TESTING

Final system testing and acceptance shall be scheduled with the City three-(3) days in advance. All system testing shall be conducted as per the requirements of NFPA and all applicable local, state and federal codes. The contractor shall provide the City of Staunton with a written certification that the installation, operation and performance of all equipment has been inspected, tested and certified by a qualified inspector or inspection service. The manufacturer's certified representative shall specifically certify the system, equipment, devices, components and program software are in accordance with applicable codes, the manufacturer's recommendations and UL Listings, and is in proper working order.

L. EXTRA MATERIALS

The Contractor shall supply, as part of the contract, the spare parts in new condition, in original, unopened boxes, with installation guides. Spare parts shall be the same models as those installed in the system.

- 1. Automatic Detection Devices: This includes smoke detectors (photoelectric and ionization). Two percent of the installed quantities of each type but not less than two-(2) of each type.
- 2. Manual Fire Alarm Stations: two- (2) of each type.
- 3. Audible and Visible Devices: two- (2) of each type device.
- 4. Addressable Modules: two- (2) of each type device.

5. Fuses: Five- (5) of each for each type, rating and size of fuse used in the system.

M. QUALITY ASSURANCE

All devices, systems, equipment and materials furnished and installed shall be new and listed by Underwriters Laboratories Inc. (UL) for their intended use. All equipment shall be installed in accordance with the manufacturer's recommendations and the listing limitations. The Contractor shall provide evidence, with the submittal, of listings of all proposed equipment and combinations of equipment.

1. All devices, systems, equipment and materials furnished and installed shall be of types or models approved and required by NFPA Standards or UL listing for use in systems and occupancies of this type.
2. The equipment and system components shall be installed in accordance with the applicable codes and standards, the manufacturers' recommendations, and within the limitations of the UL listings.
3. Codes, Standards, Ordinances and Permits:
 - a. In the NFPA publications referred to herein, the advisory provisions and the appendix sections shall be considered to be mandatory, as though the word "shall" had been substituted for "should" wherever it appears. If there is a conflict between the referenced NFPA standards, federal, state or local codes, and this specification, it is the Contractor's responsibility to immediately bring the conflict to the attention of the City for resolution. NFPA standards shall supersede unless local codes are more stringent. Contractor shall not attempt to resolve conflicts directly with the local authorities unless specifically authorized.
 - b. The Contractor shall be responsible for filing of all documents, paying all fees and securing all permits, inspections and approvals necessary for conducting this work.
4. Workmanship: Installation shall conform to requirements of qualified designs or manufacturer approved modification, as supported by engineering reports, or as approved by the City of Staunton.
5. Contractor Qualifications:
 - a. The Contractor shall be a duly authorized representative of the manufacturer of the existing fire alarm system. The Contractor shall have a fully equipped, factory trained and manufacturer certified, service and installation organization, which shall have engaged in the installation and service in the type of equipment submitted for at least two- (2) years. A UL Certificate for the service organization shall be included with the submittal documents.
 - b. A list of all Technicians, whom shall be on-site or have a level of responsibility and involvement with this project, shall submit for review and acceptance a copy of their NICET Certification with the submittal documents.
6. Job Site Supervisor:
 - a. Provide a job site supervisor who is to be present on-site at all times during programming, panel termination, testing and acceptance activities. The job site supervisor shall be manufacturer trained on the system being installed. This individual shall be the same person throughout the course of the project.

- b. The job site supervisor shall have a cellular phone or pager at all times and shall provide the number to the City prior to starting work.

N. WARRANTY

1. The Contractor shall warranty all materials and workmanship during the installation period and a period of two (2) years, beginning from the date of final acceptance by the City. The Contractor shall be responsible during the design, installation, testing and warranty periods for any damage caused by him or his subcontractors or by defects in his or his subcontractors' work, materials, or equipment.
2. Service Period:
 - a. During the warranty period, the Fire Alarm Contractor shall inspect and test the Fire Alarm system modifications conformance with NFPA 72. Fifty percent (50%) of the devices and components on each circuit shall be tested during the course of each of the two site visits conducted at a minimum interval of six months apart, with the first visit conducted between 5 and 6 months after final inspection, testing and notification of systems acceptance. Subsequent to the second test, 100% of the devices and components, in the system and in each circuit shall have been tested. Testing shall also include verification of the Cause and Effect Matrix during each test.
 - b. Fifteen (15) calendar days prior to the first inspection & test, the Contractor will submit written test procedures for review and approval. Upon completion, test & inspection reports and procedures shall be submitted to Tim Powell, Facility Services Superintendent. A sticker shall be attached to the fire alarm control panel cover which indicates the installing vendor's telephone numbers and pre-scheduled inspection dates during the service period.
3. Emergency Service:
 - a. The Contractor shall provide emergency repair service for the system at no cost to the City within twenty four (24) hours of a request for such service by the City during both the installation and the warranty periods. This service shall be provided on a 24-hour per day, seven days per week basis.
 - b. The Contractor shall provide physical response to the facility, by a technician meeting the minimum qualifications, within four (4) hours of the original request.
 - c. Any response time greater than that above shall be considered deficient unless specifically permitted by authorized city representative within the first 2 hours of a maintenance request.
4. Spurious Alarms:
 - a. If the City experiences an unacceptable number of spurious or unexplained false alarms during the installation and warranty periods, the Contractor shall be responsible for providing the necessary labor, material, and technical expertise to correct the problem to the satisfaction of the City of Staunton.
 - b. The following number of spurious alarms, calculated as a ratio of false alarms to number of initiation devices, shall be considered unacceptable:

- c. Automatic (system connected) smoke detectors – Two (2) spurious alarms shall be considered the minimum number of unacceptable alarms during any six month period.
- d. Where more than 100 detectors are installed, more than two spurious alarms per 100 detectors per any six month period during the system warranty period shall be considered unacceptable. Any calculated number shall be rounded up.

5. Unacceptable Spurious Alarms or Troubles:

- a. Any spurious alarms or troubles such as manual fire alarm stations or wiring faults shall be considered unacceptable.

O. TRAINING

The Contractor shall conduct one (1) training session to familiarize city maintenance personnel with the features, operation, and maintenance of the newly installed fire alarm system. Training sessions shall be scheduled at a time mutually agreeable to the Contractor and the City. Training shall include, but will not be limited to: alarm acknowledgment, system reset, accessing different access levels, accessing individual devices, changing smoke detector sensitivity, activating control modules, basic maintenance, basic troubleshooting, etc.

P. FINAL APPROVAL AND ACCEPTANCE

Final approval and acceptance of the work will be given by the City of Staunton following a successful test, inspection, and certification of the system. All required manuals such as system operation and maintenance manuals, Warranties, system drawings/as-builds, test reports, spare parts, special tools, and training must be received by the City before final payment is made.

Q. ADDITIONAL UNIT PRICES

NOTE: Additional Unit Price Sheet must be filled out and submitted with bids.

Changes to the contract will be considered only for additional devices and/or circuits required under current codes are required. Such changes to the contract price will be authorized only by written change order.

- 1. For the addition or deletion of up to 25 devices, unit prices will be used.
- 2. For addition or deletion of more than 25 devices a cost proposal may be required with detailed material and labor breakdown included, or the City of Staunton may choose unit pricing if desired.
- 3. The following unit prices are for the addition or deletion of one device installed complete (including up to 100 feet of associated conduit, interconnecting wiring and associated labor) and functional (including programming, testing, documentation, warranty and any associated labor).
- 4. The Contractor shall include all special types of devices for all device types. It shall not be acceptable for the Contractor to exclude unit pricing for any fire alarm system component submitted for use in the project. Attach additional sheets as necessary.
- 5. Unit prices below shall correspond to the types of devices submitted for use in the project (i.e. new, addressable devices, unless otherwise indicated) herein.

ADDITIONAL UNIT PRICE SHEET

<u>Device Type</u>	<u>Cost to Add</u>	<u>Credit to Delete</u>
Manual fire alarm station		
Smoke detector base		
Heat detector base		
Photoelectric type smoke detector		
Ionization type smoke detector		
Fire alarm speaker <u>or</u> horn		
Visible notification appliances:		
Multi candela type		
Monitor modules		
Control modules		
Surge protectors		
Surge suppressors		
Power Extenders		
Other: ()		
Other: ()		
Technician hourly rate		
Supervisor hourly rate		

PROCUREMENT GUIDELINES

A. CHARGES AND PAYMENTS

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after satisfactory invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under the contract, which are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City of Staunton shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve City of Staunton of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. Payment to Subcontractors:

- a. An offeror awarded a contract under this solicitation is hereby obligated:
- b. To pay the subcontractor(s) within thirty (30) days of the offeror's receipt of payment from the City of Staunton for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- c. To notify the agency and the subcontractor(s), in writing, of the offeror's intention to withhold payment and the reason.
- d. The offeror is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the offeror that remain unpaid thirty (30) days following receipt of payment from the City of Staunton, except for amounts withheld as stated

in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. An offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Staunton.

B. TESTING AND INSPECTION

The City of Staunton reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

C. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the offeror in whole or in part without the written consent of the City of Staunton.

D. DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City of Staunton, after due oral or written notice, may procure them from other sources and hold the offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City of Staunton may have.

E. TAXES

Sales to the City of Staunton are exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, as the City of Staunton determines appropriate. Any deliveries under this contract shall be free of Federal excise and transportation taxes.

F. INDEMNIFICATION

The Offeror agrees to indemnify, defend, and hold harmless the City of Staunton and its Council members, officers, directors, agents and employees against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) arising out of, or resulting from any and all injuries to persons or damage to property or intellectual infringement claim arising out of services performed hereunder or by reason of the intentional or negligent acts or omissions of the Offeror, its employees, agents or sub-contractors, including any independent contractors. The provisions of this section shall survive the completion, terminations or expiration of the contract.

G. LIABILITY AND LITIGATION

The City shall not indemnify or hold harmless any contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if

such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

H. COPYRIGHTS

The Offeror hired pursuant to this contract is prohibited from copyrighting any papers, interim reports, forms, or other materials resulting from performance under this agreement, without the written permission of the Purchasing Agency. Data and their analysis, forms, and images gathered or developed during fulfillment of this contract may be used by the Offeror in subsequent copyrighted publications, provided the copyrights do not in any way restrict or limit the Purchasing Agency's ownership, use, or distribution of said information, forms, or images.

I. CONTRACT CONDITIONS

The offeror selected shall not:

1. The offeror shall not use his/her position for the actual or apparent purpose of private gain other than payment for services rendered for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
2. The offeror shall not convey inside information that has not become part of the body of public information and that would not be available upon request, directly to any person for the purpose of private gain for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
3. The offeror shall not, either for or without compensation, engage in teaching, lecturing, or writing that is dependent on information obtained as a result of his/her employment with the grant recipient, except when that information has been made available to the general public or will be made available upon request, or when DHR gives written authorization for the use of non-public information on the basis that the use is in the public interest.

J. COMPETITIVE NEGOTIATION

The procurement method is competitive negotiation as defined in Section 2.2-4301 of the Code of Virginia (1950) as amended. This bid indicates, in general terms, the nature of the program and services being sought. Each offeror is to submit the bid(s) that best suits the needs of the City.

The specific requirements for the contents of bids are contained in the bid. Offerors are encouraged to provide additional information not specifically identified as a requirement if that additional information enables the bid to better suit the needs of the City.

In order to procure the program that best suits the needs of the City, the competitive negotiation process and evaluation criteria consider factors in addition to cost.

K. AWARDING THE CONTRACT

The award of a contract shall be determined in the sole discretion of the City based upon evaluation of all information as the City may request. The City reserves the right to waive any informality in bids submitted in response to this Invitation to Bid when such waiver is in the best interest of the City.

The evaluation process shall be based upon the criteria identified in **Section B** of this Invitation to Bid. The City shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.

The Invitation to Bid shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the City may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors.

At the conclusion of discussion, outlined herein, on the basis of evaluation factors published in the Invitation to Bid and all information developed in the selection process to this point, the City shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

The City of Staunton shall endeavor to award the contract within thirty (30) days from receipt of bids. Notice of award will be posted on the City Web Site at <http://www.staunton.va.us/solicitation-results>

L. PUBLIC INSPECTION OF PROCUREMENT RECORDS

- 1.** Proposals submitted shall be subject to public inspection only in accordance with Section 2.2-4342 of the Code of Virginia, which reads, in essence, as follows:
- 2.** Public inspection of certain records:
 - a.** Except as provided in this section, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.
 - b.** Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - c.** Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the evaluation and negotiations of bids are completed but prior to award, except in the event that the City decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.

d. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

e. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall

- a) invoke the protections of this section prior to or upon submission of the data or other materials,
- b) identify the data or other materials to be protected, and
- c) state the reasons why protection is necessary.

Bidder may not invoke this protection on the entire bid – only on those sections or data which are considered trade secrets or proprietary.

M. ETHICS IN PUBLIC CONTRACTING

By submitting their bid, all offerors certify that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub-contractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

N. FORUM SELECTION

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without reference to conflict of laws principles or rules of construction. Any action, proceeding, or claim in any way related to this agreement or the relationship between the parties shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

O. PROMPT PAYMENT ACT

Any contract awarded as a result of this Invitation to Bid shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.

P. REJECTION OF PROPOSALS

The City reserves the right, at any time prior to award of the contract, to reject any and all bids, or any part thereof, to make no award, and/or to issue a new Invitation to Bid, or make modifications, corrections or additions to the information contained herein.

Offerors are cautioned this is an Invitation to Bid, NOT a request to contract.

Q. COSTS FOR PROPOSAL PREPARATION

Any costs incurred by offerors in preparing or submitting bids are the offeror's sole responsibility; the City will not reimburse any offeror for any costs incurred as a result of the preparation of this Invitation to Bid.

R. APPROPRIATIONS

The obligations of the City of Staunton are subject to and contingent upon annual appropriation by City Council of sufficient funds for the purposes of this contract. In the absence of such annual appropriation, either the City of Staunton or offeror may terminate the contract by giving not less than ten (10) days prior notice to the other, specifying this reason for the termination, and upon effective termination pursuant to this provision, any compensation due shall be equitably adjusted by mutual agreement.

S. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC).

Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

T. ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

U. QUALIFICATIONS OF (BIDDERS/OFFERORS)

The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities.

The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

V. CANCELLATION OF THE CONTRACT

The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the contractor. In the

event of such termination the contractor shall be compensated for services and work performed prior to termination.

W. AVAILABILITY OF FUNDS

Agreements are made subject to the appropriation of funds by the Staunton City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

X. SELECTION PROCESS/AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

Y. SAFETY AND OSHA STANDARDS

All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

Z. MODIFICATION & WITHDRAWAL OF PROPOSAL

An offeror may modify or withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids. After bid opening, Code of Virginia 2.2-4330 B. 1. shall apply: "The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice."

AA. CONTRACT TERM

The Offeror whose Proposal is found to be the most advantageous to the City will be offered the opportunity to enter into an Agreement with the City. The scope, terms, and conditions of that Agreement shall be in substantial conformance with the terms, conditions, and specifications described in this Invitation to Bid.

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the contractor at least thirty (30) days prior to the termination date. The City may terminate this contract without cause in the event funds are not appropriated the City of Staunton.

Part of the consideration will be the capability of the Offeror to immediately begin work and meet the proposed timetable above.

The City reserves the right to negotiate the Agreement, to include any portion or portions of the services covered by this Invitation to Bid, and to reject any and all Proposals in total or by components.

The contractor shall not assign or transfer any interest in the contract without prior written consent of the City.

BB. COMPENSATION AND RECORD KEEPING

Total compensation for services will be negotiated between the City and the successful Offeror. The City retains the right to terminate contract negotiations if insufficient progress is being made to establish contract terms. The Offeror selected will be paid on a percentage of progress completed basis, as provided for in the contract or lump sum at completion or project. The contract will be written on a “cost not to exceed” basis. Records are to be kept by the Offeror in such detail as to properly reflect all direct or indirect costs of labor and material for which payment will be claimed.

CC. PAYMENT

Appropriate personnel will make payment for all completed work only after final approval and acceptability of the work completed.

DD. BID BOND

The required Bid Bond shall be submitted on the City of Staunton’s Bid Bond form (Attachment BB) provided in this bid package.

EE. PERFORMANCE AND PAYMENT BONDS

Successful contractor agrees to provide a performance bond (Attachment PB) and a payment bond (Attachment PYB) for any contract signed which exceeds \$50,000. When required, performance bonds and payment bonds shall be submitted on the City of Staunton’s bond forms provided in this bid package (Attachment PB and Attachment PYB).

FF. BID ADDENDA

Prior to submitting their bid, it is the bidder’s responsibility to check the City web-site for any addenda associated with this Invitation for Bid.

GG. INSURANCE REQUIREMENTS

Insurance shall be in amounts not less than \$2,000,000, \$1,000,000, and \$1,000,000 respectively or such other insurance as is satisfactory and may be approved by the City. Insurance shall be written by companies licensed to do business in the Commonwealth of Virginia and shall list SCS as an additional insured.

HH. CONTRACT TERMINATION

This contract will not be awarded to any vendor who has had a previous contract with the City of Staunton terminated for substantial non-compliance within the last three (3) years.

II. DEBARMENT STATUS

By submitting their bids/proposals, all bidders or offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any public body of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently

debarred from submitting bids on contracts by any public body of the Commonwealth of Virginia.

JJ. CONTRACTOR UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which in any way effect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

KK. DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

1. provide a drug-free workplace for the contractor's employees;
2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and
4. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

LL. NON-DISCRIMINATION

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and the applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The contractor will include the provisions of the foregoing paragraphs a, b, c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

MM. PERMITS AND LICENSES

Any required City permits must be obtained by the contractor but will be provided at no cost. The successful contractor must obtain at his/her own expense, the required business license from the City of Staunton, Commissioner of Revenue's Office prior to beginning work. All equipment and/or installation must meet all applicable local, State, and Federal codes.

NN. NEGOTIATION WITH SUCCESSFUL BIDDER

The City reserves the right to negotiate contract terms with the successful offeror for items/services other than those specifically stated in this IFB in the best interest of the City and agreed to by the contractor, in accordance with § 2.2-4318 of the Code of Virginia. Additional work of reasonable scale shall be priced consistent with bid to allow for additions and future expansions.

OO. COOPERATIVE PROCUREMENT

This procurement is being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia. If authorized by the bidder, the resultant contract may be extended to any public body in the Commonwealth of Virginia in accordance with contract terms.

PP. IMMIGRATION REFORM AND CONTROL ACT OF 1986

During the performance of this contract, contractor agrees that they will not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. (per 2.2-4311.1)

QQ. CERTIFICATION OF INTEREST & RELATIONSHIPS WITH CITY OF STAUNTON, STAUNTON CITY COUNCIL, SCHOOL BOARD, AND STAUNTON PUBLIC SCHOOL EMPLOYEES

The extent that either Contractor or any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board or Staunton Public Schools, Contractor shall reveal such relationships. In accordance with this paragraph, Contractor shall execute the certification attached hereto as (Attachment E) and submit the certification contemporaneously with the executed Contract.

ATTACHMENT BB

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as Principal, and
_____ as Surety, are hereby held
and firmly bound unto _____ as Owner in
the penal sum of _____ for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____ 2019

The condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain bid attached
hereto and hereby made a part of hereof to enter into a contract in writing, for the _____

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being 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 an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals,
and such of them as are corporations have caused their corporate seals to be hereto affixed and
these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By: _____

Seal

ATTACHMENT CIR

CERTIFICATION OF INTEREST & RELATIONSHIPS WITH CITY OF STAUNTON, STAUNTON CITY COUNCIL, SCHOOL BOARD AND STAUNTON PUBLIC SCHOOL EMPLOYEES

Contractor hereby certifies that neither Contractor, nor any of Contractor's officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board, or Staunton Public Schools (City Employee).

To the extent that such relationships exist, Contractor shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

- ☐ Neither Contractor nor any of its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board, or Staunton Public Schools.
- ☐ The following individuals currently maintain a **financial** relationship with Contractor.

City Employee's Name: _____

Position with City: _____

Nature of Relationship: _____

- ☐ The following individuals currently maintain a **familial** relationship with Contractor.

City Employee's Name: _____

Position with City: _____

Nature of Relationship: _____

Contractor

Date

By: _____

Name: _____

Title: _____

ATTACHMENT PB
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name or legal title and address of Contractor)

as Principal, hereinafter called Contractor,

and _____

(Insert full name or legal title and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto _____

(Insert Name and Address of Owner)

as Obligee in the amount of: _____ dollars (\$ _____)
(Insert sum equal to contract price in both words and figures)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 2019,
entered into a Contract with Owner for:

Staunton, Virginia

(Insert name or description and location of project)

in accordance with Drawings and Specifications as prepared by:

(Insert full name or legal title and address)

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, in strict conformity with the Drawings, Specifications and Contract Documents, then this obligation shall be null and void. Otherwise, it shall remain in full force and effect for one (1) year after completion of all work:

- a. The Surety hereby waives notice of any alternation or extension of time made by the Owner.
- b. Any suit under this bond must be instituted, (1) before the expiration of one (1) year after completion of the Contract including the expiration of all warranties and guarantees, or (2) before the expiration of one (1) year after a defect or breach of warranty is discovered, if the action be for such.
- c. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors or assigns of Owner and every action brought hereon shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

SIGNED AND SEALED THIS _____ day of _____, 2019

In the presence of:

_____(SEAL)
PRINCIPAL

WITNESS

BY TITLE

SURETY

WITNESS

BY TITLE

Surety: (Attach power of attorney)

CONTRACTOR'S PERFORMANCE BOND
Project: _____

ATTACHMENT PYB

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that _____

(Insert full name or legal title and address of Contractor)

as Principal, hereinafter called Contractor,

and _____

(Insert full name or legal title and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Insert full name or legal title and address of Owner)

as Oblige for the use and benefit of claimants as herein below defined in the amount of: _____
_____ (\$_____).
(Insert sum equal to contract price in both words and figures)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 2019,
entered into a Contract with Owner for:

(Insert name or description and location of project)

in accordance with Drawings and Specifications as prepared by: _____

(Insert full name or legal title and address)

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonable required for use in the performance of the Contract, then this obligation shall be void. Otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- a. A Claimant is defined as one having a direct contract with the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- b. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work of labor was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as many be justly due claimant and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- c. Any suit or action hereunder by any claimant:
 1. Shall not be commenced after the expiration of one (1) year following the date on which the claimant last performed labor or last supplied materials.
 2. Shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

SIGNED AND SEALED THIS _____ day of _____, 2019,
in the presence of:

_____(SEAL)
PRINCIPAL

WITNESS

BY TITLE

_____(SEAL)
SURETY

WITNESS

BY TITLE

Surety:
(Attach power of attorney)

CONTRACTOR'S LABOR AND MATERIAL
PAYMENT BOND
Project _____

VENDOR REFERENCES FORM

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

- 1) Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

- 2) Vendor's Primary Contact:

Name: _____ Phone: _____

- 3) Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

- 4) Vendor Information:

Vendor SCC Registration #: _____

- 5) Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____	Contact: _____
Phone: () _____	E-Mail: _____
Project: _____	_____
Dates of Service: _____	\$ Value: _____
_____	_____
B. Company: _____	Contact: _____
Phone: () _____	E-Mail: _____
Project: _____	_____
Dates of Service: _____	\$ Value: _____
_____	_____

Continued on next page.

VENDOR REFERENCES FORM
(Cont.)

C. Company: _____	Contact: _____
Phone: () _____	E-Mail: _____
Project: _____	_____
Dates of Service: _____	\$ Value: _____
D. Company: _____	Contact: _____
Phone: () _____	E-Mail: _____
Project: _____	_____
Dates of Service: _____	\$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT "A"

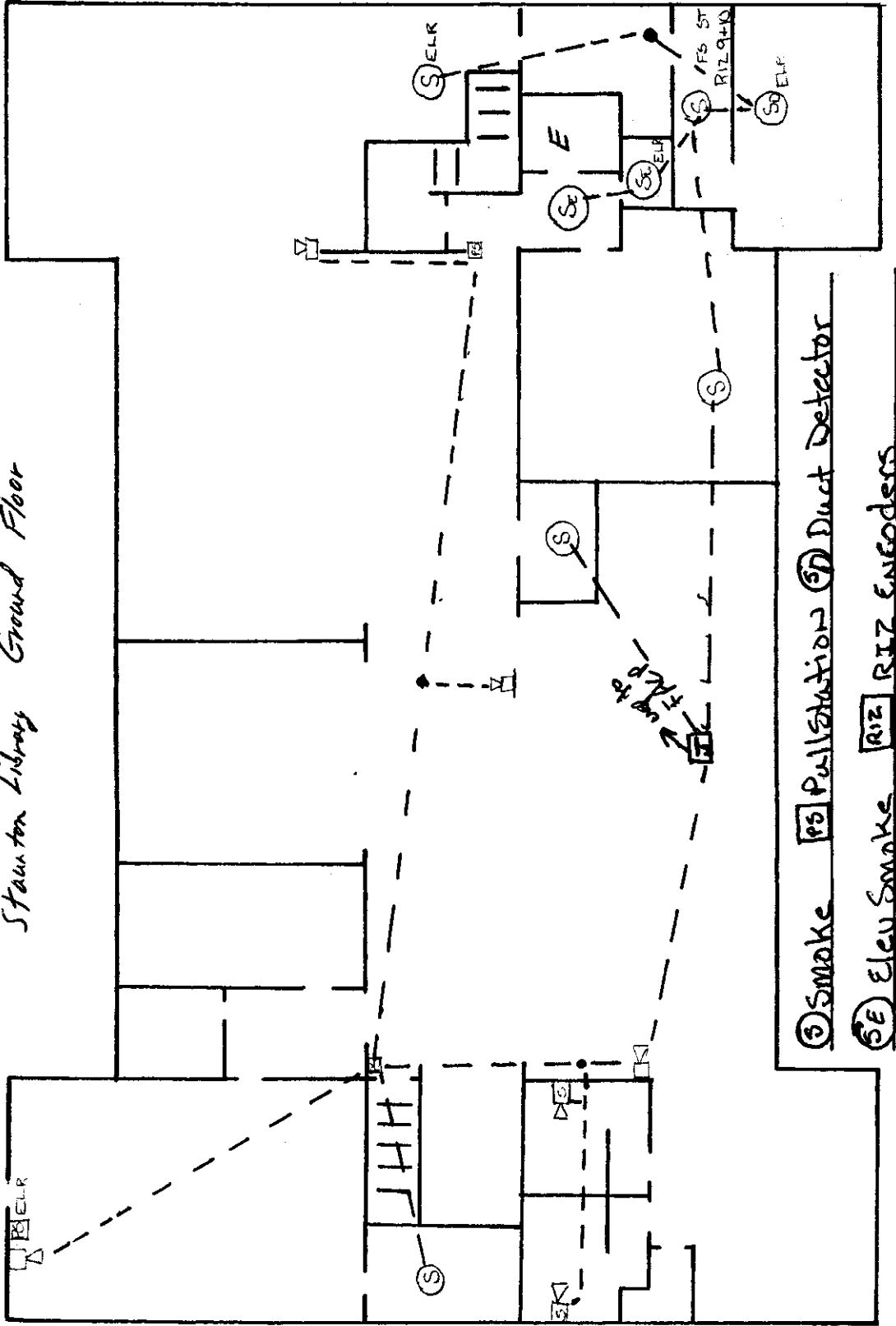
Fire Alarm Zones

1. Ground Floor Pull Station
2. Ground Floor Smokes
3. Ground Floor Elevator Smokes
4. Ground Floor Duct Smoke
9. Ground Floor Sprinkler Flow
10. Ground Floor Sprinkler Tamper
11. 1st Floor Pull Station
12. 1st Floor Room Smokes
13. 1st Floor Elevator Smoker
14. 2nd Floor Pull Stations
15. 2nd Floor Room Smokes
16. 2nd Floor Elevator Smokes
17. 2nd Floor Duct Smokes
18. 2nd Floor Sprinkler Flow
19. 2nd Floor Sprinkler Tamper

Cable Terminations

1. Basement Data
2. 1st Floor Data
3. 2nd Floor Data
4. Basement Elevator
5. 1st Floor Horns (Black)
6. 1st Floor Horns (Red)
7. 2nd Floor Elevator
8. Basement Power
9. Basement Duct
10. 1st Floor Power
11. 2nd Floor Power
12. Basement Elevator
13. Basement Smokes
14. Basement Horns
15. Basement Pull Stations
16. 1st Floor Elevator
17. 2nd Floor Horns

Stanton Library Ground Floor



Stawton Library First Floor

The floor plan shows a central corridor with several rooms and a large open area. The rooms are labeled as follows:

- Top Right Room:** Contains a 'VDC Supervisory Relay' and a '12B EIR'.
- Top Left Room:** Contains '11E EIR' and '11D'.
- Middle Right Room:** Contains '13A', '13B', and 'E'.
- Middle Left Room:** Contains '12A'.
- Bottom Right Room:** Contains '11C' and '11B'.
- Bottom Left Room:** Contains '11A' and '11F'.

The plan also shows various symbols for doors, windows, and electrical equipment, including a 'VDC Supervisory Relay' and a '12B EIR'.

Sturton Library Second Floor

