

**Request for Proposal for New Light Bulbs and Ballasts**  
**Kanawha County Public Library**

Any questions pertaining to these specifications should be directed to:

Tim Venitsanos  
Facilities & Security Services Manager and ADA Coordinator  
Kanawha County Public Library  
(304) 343-4646 Ext. 291

Any questions pertaining to the bidding process should be directed to:

Alan Engelbert  
Director  
Kanawha County Public Library  
(304) 343-4646 Ext. 241

DEADLINE FOR SUBMITTING BIDS:

**DECEMBER 4, 2012, 4:00 P.M.**

## Intent

These specifications are intended to describe the replacement of t12 light bulbs and ballasts in existing fixtures at the Kanawha County Public Library's Main Library located at 123 Capitol Street, Charleston, West Virginia, 25301.

### TWO SEPARATE BIDS REQUIRED

Bidders shall provide **two separate bids**, one bid for providing **t8 bulbs and ballasts** in the quantities specified; and one bid for providing **t5 bulbs and ballasts** in the quantities specified. Bid shall include the cost of any required adapters or retro-fit kits necessary to enable existing t12 fixtures to utilize t8 or t5 bulbs and ballasts.

### DELIVERY DATE

Bidder shall provide as part of bids submitted an estimate of when bulbs and ballasts proposed will be delivered from the date of acceptance of a bid.

### CALCULATION OF PAYBACK PERIOD

Bidders shall provide as a required part of bids submitted a calculation of the payback period for a project based on t8 bulbs and ballasts and for a project based on t5 bulbs and ballasts, including any required adaptors or retro- fit kits to convert existing t12 fixtures to utilize t8 or t5 bulbs and ballasts.

Total Investment \_\_\_\_\_

Rebate \_\_\_\_\_

Adjusted Investment \_\_\_\_\_

Annual Energy Savings \_\_\_\_\_

Payback based on energy savings and applicable rebate \_\_\_\_\_(months)

### LABOR COSTS

The Library intends to provide the labor to install all bulbs and ballasts purchased as a result of this bid process. Bidders should not include labor costs in bids.

## STORAGE

The Library has limited space available to store bulbs and ballasts purchased through this process. If necessary, the successful bidder agrees that it will store bulbs and ballasts that exceed the space available at the Library at its expense for a period not to exceed ninety (90) days from the arrival of bulbs and ballasts from the manufacturer. If bidder-provided storage is located within Kanawha County, West Virginia, the Library will pick up stored bulbs and ballasts as needed at mutually convenient times. If storage is located outside of Kanawha County, the successful bidder agrees to deliver stored bulbs and ballasts to the Library in quantities requested within two working days of the time of request. The bidder is responsible for securing bulbs and ballasts stored at its location and for replacing any items missing.

## SPECIFICATIONS

The details contained in the specifications are not designed to exclude any manufacturer from bidding, but are offered as a means of describing the needs of the Kanawha County Public Library. Where brand names may be used, the terms "or equal" are assumed to follow. All specifications are minimum requirements. Any deviation from the stated specifications must be described in detail and attached to the Bid and Proposal Form. The merit of such deviations will be considered with regard to the Kanawha County Public Library's intended use.

The Kanawha County Public Library reserves the right to reject any or all bids for any reason.

## General Specifications

Item	Quantity	Catalog Number	Description
1.	1,530	GE232MAX-N/ULTRA	Ultramax High Efficiency Electronic Ballast
2.	10	GE432MAX-N/ULTRA	Ultramax High Efficiency Electronic Ballast
3.	180	F32T8XLSPX41HLEC	Fluorescent Lamp
4.	26	Cooper Lighting APX7R	LED Red Exit Fixture
5.	192	F25T8/SP41/ECO	Fluorescent Lamp
6.	384	F17T8/SP41/ECO	Fluorescent Lamp
7.	90	GE232MAX-H	Ultramax High Efficiency Ballast
8.	2,088	F32T8/SP41/ECO	Fluorescent Lamp
9.	14	FLE26HT3/2/841	Compact Fluorescent
10.	7	RAB ELECTRIC FXLED78T	LED Flood Fixture Bronze
11.	2	RAB ELECTRIC CLED2X13W	LED Ceiling Light Cool Light White
12.	2	RAB ELECTRIC CLED2X10	LED Ceiling Light Cool Light Bronze

NOTE: WHERE BRAND NAMES, CATALOG NUMBERS, ETC. ARE USED, THE TERMS "OR EQUAL" ARE ASSUMED TO FOLLOW.

**BIDDERS SHALL PROVIDE UNIT COSTS AND EXTENDED COSTS FOR EACH OF THESE ITEMS.**

# Information for Bidders

## 1. Receipt and Opening of Bids

The Kanawha County Public Library (hereinafter called KCPL) invites bids on the attached forms. Sealed bids will be received at KCPL, 123 Capitol Street, Charleston, WV 25301 on the 4<sup>th</sup> floor Administration office until: **December 4, 2012, 4:00 p.m.**

The bidding will then be closed. The bid opening will be held immediately following in the 3rd floor Ray Room at 123 Capitol Street, Charleston WV. All bidders are invited to attend.

KCPL will consider incomplete any bid not prepared and submitted in accordance with the provisions herein outlined, and may reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be opened. No bidder may withdraw a bid after the actual bid opening.

## 2. Method of Award

KCPL reserves the right to reject any or all bids, and is not necessarily bound to accept the lowest bid if that is contrary to the best interests of the Library. In making an award, intangible factors such as bidder's service, integrity, facilities, equipment, reputation and past performance will be weighed.

## 3. Preparation of Bid

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and plainly marked "Main library lighting Project-Kanawha County Public Library". Where sealed bids are forwarded by mail, they shall be enclosed in another envelope addressed as specified on the Bid Proposal Form and bearing the name of the bidder in the upper left-hand corner, marked plainly on both envelopes. This is to insure the bid being received at the proper location by the proper bidding time, and will prevent accidental opening of the main bidding package.

# Terms and Conditions

1.0 APPLICABILITY: The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the Kanawha County Public KCPL system, hereinafter referred to as “the Library” or KCPL, acquires goods or services, or both.

1.1 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to and become a part of any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Further, the written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by KCPL.

1.2 DEFINITIONS: As used herein, “vendor” includes a provider of goods or services, or both, who is responding to an RFP or a bid, and “bid” includes a response to either an RFP or a bid.

2.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. KCPL shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

3.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor’s letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the vendors shall be held liable for any such undisclosed and unaccepted deviation or exception.

4.0 QUALITY: Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by KCPL.

5.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The Library reserves the right to increase or decrease quantities to meet actual needs.

6.0 DELIVERY: Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. Shipments sent C.O.D. or freight collect will not be accepted.

7.0 PRICING: Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea., etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any KCPL official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 ACCEPTANCE-REJECTION: KCPL reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the Library. Submission of a proposal or a bid constitutes the making of an offer to contract and gives KCPL an option valid for 60 days after the date of bid opening by the Library.

8.1 Bids MUST be dated and time stamped by the Library Administrative Offices on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. All bids must be clearly labeled "Lighting Project Sealed Bid." Actual receipt in the office of the Accounting Services Coordinator is necessary; timely deposit in the mail system is not sufficient.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the Library on a quality versus price basis. Quantities involved, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service, and past performance, will be considered in determining responsibility.

10.0 ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or otherwise, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by KCPL.

11.0 PAYMENT TERMS AND INVOICING: KCPL normally will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both, which have been delivered, installed (if required), and accepted as specified, unless otherwise agreed in writing. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

11.1 NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by the Library of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by the Library while any such default or breach shall exist shall in no way impair or prejudice the right of the Library with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: Kanawha County Public Library system is exempt from payment of all federal tax and West Virginia State and local taxes on its purchases. The State of West Virginia Department of Revenue has issued tax exempt number **556000337006** to KCPL.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW: This contract shall be governed under the laws of the State of West Virginia, and venue for any legal action between the parties shall be exclusively in Kanawha County Circuit Court. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the Library.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this agreement the contractor agrees not to discriminate against any person, whether an applicant or recipient of services, and employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The contractor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The contractor guarantees goods sold to KCPL were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein will not infringe any patent, copyright or trademark. The contractor covenants that it will at its own expense defend every suit which shall be brought against KCPL (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the Library must fully comply with all safety requirements as set forth by the State of West Virginia and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy



of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0           WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.

20.0           INSURANCE RESPONSIBILITY: The successful vendor who is providing services to Kanawha County shall:

20.1           Maintain worker's compensation insurance as required by West Virginia Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

20.2           Indemnify, hold harmless and defend KCPL, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which KCPL, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with KCPL, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of KCPL, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

22.0           PUBLIC RECORDS ACCESS: It is the intention of the Library to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Copies of bids may be available to the public immediately following the bid opening. Bid results and all files related to the bids may be obtained by visiting the Library administrative offices Monday - Friday, between 9:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1           PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret, KCPL will not release such records to the public without first making a reasonable attempt in good faith to notify the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, KCPL shall be obligated to and will release the records.

22.2 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of KCPL.

22.3 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret must be identified in writing. In any event bid prices will not be held confidential after award or contract.

23.0 PROMOTIONAL ADVERTISING: Reference to or use of KCPL, any of its departments or sub-units, or any KCPL official or employee for commercial promotion is prohibited, unless otherwise agreed to in writing.

24.0 ANTITRUST ASSIGNMENT: The contractor and KCPL recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by KCPL (purchaser). Therefore, the contractor hereby assigns to the Library any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.