



REQUEST FOR PROPOSAL

Sissonville Masonry Project

Masonry2026-2

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August 29, 2025

KANAWHA COUNTY PUBLIC LIBRARY
123 Capitol Street, Charleston, WV 25301

Request for Proposal (RFP) – Sissonville Masonry Project

The Kanawha County Public Library is requesting written proposals from qualified vendors to repair masonry at the Sissonville Branch Library.

Written proposals shall be submitted no later than Friday, October 31st, 2025, at 2:00 PM, by email, US Mail, or hand-delivery as provided below. It is expected that the award of contract will be made to the best qualified responsible bidder by Monday, December 1st, 2025, at 2:00 PM.

Purpose

The Sissonville Branch of the Kanawha County Public Library located at 1 Tinney Lane Charleston, WV 25312 is in need of masonry repair.

Scope of Services

General Requirements. The brickwork is to be repointed as needed, cracked bricks replaced, and repair retaining wall in parking lot as necessary following inspection. Repair and restore any damage incurred in the process of the masonry repair project. All responses shall include an anticipated start date in the fall of 2025 or spring of 2026; it is strongly preferred to do the work at a time when ambient temperature does not require additives to be used in the mortar. Exceptions shall be considered for delays caused by: strike, work stoppage, act of God, or sole act or acts of third parties over which the successful respondent has no control or authority.

Pre-bid Inspection

To schedule a pre-bid inspection please contact Steve Mills by phone at (304)590-2534 or e-mail at Steve.Mills@kcpls.org.

Proposal Delivery and Deadline

The Library invites proposals on the Sissonville Branch Library Masonry Project. Proposals may be filed by email, US Mail, or hand delivery. Delivery of a proposal only needs to be made in one method.

Proposals are preferred to be submitted by email in Adobe Acrobat (PDF) format. Proposals submitted by email should be sent with attached PDF document or documents with Subject Matter captioned “PROPOSAL FOR KCPL SISSONVILLE BRANCH MASONRY” to:

Jacob.Raber@kcpls.org and with copy to Steve.Mills@kcpls.org

Proposals may also be submitted by hard copy. Hard copy proposals should be made in Sealed Envelope marked on outside "PROPOSAL FOR KCPL SISSONVILLE BRANCH MASONRY."

Proposals filed by US Mail may be sent to:

Kanawha County Public Library
Attn: Jacob Raber
123 Capitol Street
Charleston, WV 25301

Proposals filed by hand delivery may be delivered to:

Kanawha County Public Library
Attn: Jacob Raber
123 Capitol Street
Charleston, WV 25301

Deadline for delivery of proposals by any method is Friday, October 31st, 2025, at 2:00 PM. If requested, the Library will acknowledge receipt of a proposal. If requested, the Library will also confirm the names and business address of all firms submitting a proposal before the deadline.

Method of Award

The Kanawha County Public Library intends to award a contract to the bidder who meets the minimum standards of design and equipment and which contract is prudent and in the best interests of the Library after considering such factors as quality (meeting specifications), price, time of delivery, cost of delivery, and other terms and conditions. The Library will evaluate all proposals received by the deadline based on demonstrated competence on the criteria below, including significant experience with masonry. The Library reserves the right to accept or reject any bid that best serves its convenience or is found to be in its best interest.

Once all proposals are received, proposals should be reviewed, and applicants will be ranked according to the criteria of the Scope of Services listed above. If the Library is unable to negotiate a satisfactory contract with the candidate at a price determined, solely in the discretion of the Library to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing agreement with the second most qualified candidate, the Library shall undertake negotiations with the third most qualified candidate.

If the Library is unable to negotiate a satisfactory contract with any of the selected candidates, the Library may reject all candidates and re-evaluate or recommend procurement of this service.

Proposal Format

In addition to Qualifications and Performance Data of the Submitter as outlined above, the following is a list of information that the Submitter should include in their proposal's submission:

1. Letter of Interest.
2. Submitter's Name.
3. Submitter's Address.
4. Submitter's Contact Information (and preferred method of communication).
5. Statement of Good Standing from the Secretary of State.
6. Legal Formation of Submitter (e.g., sole proprietor, partnership, corporation).
7. Description of Submitter's company in terms of size, range and types of services offered and clientele.
8. References.
9. Pricing Proposal.

Standard Terms and Conditions (Requests for Bids/Proposals/Contracts)

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 Library 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. Specific 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 a 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.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term

specified in the award. Any proposed increase shall be submitted to the Library thirty (30) calendar days before the proposed effective date of the price increase and shall be limited to fully documented cost increases for the contractor which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be expressed in bid documents and contracts or agreements.

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 "Saint Albans Masonry Project." Actual receipt in the office of the Financial 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, competence 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 contractor.

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.

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of West Virginia and licensed by the Offices of the west Virginia Insurance Commissioner, with liability coverage provided for therein in the amount of at least \$1,000,000.00 CSL (Combined Single Limits), Coverage afforded shall apply as primary. KCPL shall be given ten (10) days' advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish KCPL with a certificate of insurance listing KCPL as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this agreement and for two years following the completion of this agreement. The successful vendor shall furnish KCPL, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish KCPL with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either the successful vendor or KCPL may invoke the tail option on behalf of the other party and that the successful vendor shall pay the Extended Reporting Period premium. In the event any action, suit or other proceeding is brought against KCPL upon any matter herein indemnified against, KCPL shall give reasonable notice thereof to the successful vendor and

shall cooperate with the successful vendor's attorneys in the defense of the action, suit, or other proceeding.

20.4 KCPL reserves the right to require higher or lower limits where warranted.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

21.0 CANCELLATION: KCPL reserves the right to terminate any agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve KCPL of its responsibility to pay for services or goods provided or furnished to KCPL prior to the effective date of termination.

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 appointments are 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 consider 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.

25.0 RECORDKEEPING AND RECORD RETENTION - PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of West Virginia prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, material men and suppliers. All records must be kept in accordance with generally accepted accounting procedures. KCPL shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

25.1 RECORDKEEPING AND RECORD RETENTION - COST REIMBURSEMENT CONTRACTS: The successful bidder on a contract where payment to the contractor is based on the contractor's costs shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The Library shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.