



City of Charleston

P.O. Box 2749

Charleston, WV 25330

January 31, 2025

Addendum #1

2025-2 Traffic Marking Paint

This addendum is being issued to provide responses to questions received for 2025-2 Traffic Marking Paint.

Question: *Would there be somebody who would send me the bids tabs or lead me to the direction to find them. Bid Tabs from 2021, 2022, 2023, and 2024 would be ideal.*

Response: The City is providing bid tabs for years 2024, 2023 and 2022 at the end of this document.

Question: *Within your provided document specifying the Intent and Detailed Specifications, copy attached, it is noted that "Firms must acknowledge the City's protest process, attached herein, by submitting a signed copy with their bid proposal". The protest process document was not included in the bid packet provided or the downloads from the City of Charleston WV Current Bids website.*

Response: The City is providing a copy of the acknowledgement of the City's protest process which was inadvertently left out of the initial bid packet.

Question: *Do you have a bid tabulation available for your last traffic paint bid? Bid # 2024-03, opened 1/23/24?*

Response: The City is providing bid tabs for years 2024, 2023 and 2022 at the end of this document.

VENDOR PROTEST ACKNOWLEDGMENT

In the event that any vendor desires to protest City's selection, such vendor (hereinafter "Protestor") shall submit its protest in writing, which must be received by City within seven (7) calendar days of after City Council approves of the award. Provided that the City Manager reserves the right to extend the time for submission of the protest if he determines it is reasonable under the circumstances.

The written protest must be submitted to the **Interim City Manager's Office, Attention: Andy Wood 501 Virginia Street East, Room 101; Charleston, WV 25301.**

Only vendors who have submitted a timely and responsive proposal may protest City's selection. No protest may be filed if the RFP is withdrawn or if all proposals received in response to the RFP are rejected.

Protests shall include the following information:

1. The Protestor's name, address, telephone number, and fax number;
2. The solicitation number;
3. A detailed statement of the legal and/ or factual grounds for the protest;
4. Copies of all relevant and supporting documentation, if necessary; and
5. A statement as to the form of resolution or relief sought.

FAILURE TO SUBMIT THIS INFORMATION SHALL BE GROUNDS FOR REJECTION OF THE PROTEST.

The City Manager may refuse to review any protests when the matter involved is the subject of litigation before a court of competent jurisdiction; if the merits have previously been decided by a court of competent jurisdiction; or if it has been decided by the City Manager in a previous protest.

At the time of submitting the written protest, Protestor shall submit a certified check in the amount of one thousand dollars (\$1,000.00) or bond equal to five percent (5%) of the price of the selected proposal, whichever is greater. In the event the proposal being protested is for contracted services, an estimated average of the contract value will be determined in order to calculate the five percent (5%) bond value. This bonding requirement is designed to protect against frivolous claims and unnecessary expenditures of public funds and to allow City to offset any and all costs, fees, expenses or damages of any kind whatsoever incurred by City as the result of an unsuccessful protest.

In the event the protest is unsuccessful, the certified check or bond will be used by City to recoup any and all costs, fees, expenses, or damages of any kind whatsoever incurred by City and related in any way to the unsuccessful protest. Costs, fees, expenses, and damages shall include, but shall not be limited to, increased costs of labor, materials or services resulting from any delay,

professional fees, including, but not limited to, attorney fees, and all costs, fees or expenses of any kind whatsoever related in any way to the unsuccessful protest. By signing this document, Protestor waives the right to receive any money retained by City as set forth herein. If there are any funds remaining after City has recouped amounts as permitted herein, the remaining funds will be returned to Protestor. In the event Protestor is successful, the full amount of the certified check or bond will be returned to Protestor.

Upon receipt of a timely written protest, City shall provide notice of the protest to vendor selected as the successful bidder (hereinafter "Selected Vendor") and provide Selected Vendor with a copy of the written protest and any documents related thereto. **Selected Vendor will have two (2) business days to file a written response to the protest.** A hearing may be held within five (5) business days of the **date of receipt of the written response to the protest by Selected Vendor**; provided that, City may, in its sole discretion, set the date of the hearing beyond the five (5) day time period specified herein if deemed necessary or convenient to do so by City. If a hearing is held, both Protestor and Selected Vendor will have an opportunity to appear and present evidence and testimony in support of their positions. The hearing will be held before the City Manager or his designee. The department head of the department seeking the RFP and the City Attorney shall be in attendance.

A decision will be made by City within five (5) business days of the hearing. Upon a decision having been made, both Protestor and Selected Vendor will be notified in writing of City's decision.

In the event City's selection is reversed, City will reevaluate all proposals which were originally and timely submitted, in accordance with state and city laws and regulations. During the reevaluation, issues addressed during the protest proceedings may be considered.

Once a written protest is filed, no work will be performed by Selected Vendor until such time as City has rendered a final decision on the protest; provided that, if City, in its sole discretion, determines time is of the essence regarding receipt of the goods or completion of the services to be performed, City may permit Selected Vendor to proceed pursuant to its proposal and any Agreement with City, until/unless the protest is successful.

By submitting a proposal, each vendor agrees that the procedure outlined herein is the exclusive remedy available to challenge/protest the award of a contract to a successful bidder. The decision of the city manager is final and is not appealable. Each vendor further agrees that, in the event any qualified vendor fails to submit a written protest and certified check or bond within the time period specified, that vendor thereby forever waives its right to any further claim, action, or remedy, including, but not limited to, the right to bring an action before any administrative agency or any court of competent jurisdiction.

Vendor Signature:*

Date:

**2022-03 Traffic Marking Paint
Bid Opening Date 1/14/22**

		Ozark Materials 591 Glendale Avenue Greenville AL, 36037 334-371-2302 bids@ozarkmaterials.com		Ennis-Flint 1461 Piedmont Parkway, Ste:370 Greensboro NC, 27410 800-331-8118 highwaygroup@compassminerals.com	
Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost
YELLOW Traffic Marking Paint, 55 Gallon Containers	35 Containers	\$565.95	\$19,808.25	\$715.00	\$25,025.00
WHITE, Traffic Marking Paint, 55 Gallon Containers	25 Containers	\$551.65	\$13,791.25	\$728.75	\$18,218.75
Total Bid			\$33,599.50		\$43,243.75
Local Vendor Preference (4%)			Did not apply		Did not apply

Ennis-Flint, Inc.			
Item	Quantity	Price	Extension
BID AND PROPOSAL FORM (2 OF 3)			
YELLOW Traffic Marking Paint, 55 GALLON CONTAINERS	29.00	\$756.25	\$21,931.25
WHITE Traffic Marking Paint, 55 GALLON CONTAINERS	25.00	\$742.50	\$18,562.50
2 Items	Totals		\$40,493.75

All Bids

Business	Opened at	Status	Bid Total
SealMaster	2024-01-23 15:00:45 UTC	Responsive	\$49,115.88
Ennis-Flint, Inc.	2024-01-23 15:00:47 UTC	Responsive	\$40,273.75
George L. Wilson	2024-01-23 15:00:48 UTC	Responsive	\$56,304.00
Ozark Materials	2024-01-23 15:00:48 UTC	Responsive	\$33,785.40