



Rear Loading Refuse Collection Truck

Request for Proposal No. 2021-002

for the
City of Charleston, WV

Jamie Bowles
Purchasing Director
City of Charleston
P: (304) 348-8014
F: (304) 348-8157
bids@cityofcharleston.org

Please be sure the following documents are included in this bid package:

1. Purchasing Affidavit
2. Purchasing Affidavit for Local Vendor Preference (If applicable)
3. Signed Protest Page
4. Addendum Acknowledgement Form, if an addendum was issued.
5. List of Stockholders
6. Warranty Information
7. Manufacturer's Brochures

INTENT

It is the intent of this specification is for the City of Charleston West Virginia to purchase a hydraulically actuated packer body of the rear loading type with the following minimum specifications considered necessary to perform the work assigned. The body shall be capable of compacting and transporting refuse to a landfill or transfer station and dispensing the load by means of hydraulic ejection. The body shall not be required to be tilted, lifted, or otherwise displaced from the chassis in order to eject the load.

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The City of Charleston, West Virginia (hereinafter called the City) invites bids on the attached forms. Sealed bids will be received until:

10:30am, Tuesday, January 19, 2021

The bidding will then be closed. The bid opening will be held 30 minutes after the bids are closed. The bid opening will stream live by video conferencing.

Here is the video conferencing link:

<https://us02web.zoom.us/j/85757969712?pwd=eVpKdC9yM3VJNHdnUTNxWlJFV3ZsQT09>

Here is the access by telephone if you would like to participate in this way:

(301) 715 8592

Meeting ID: 857 5796 9712

Passcode: 580029

All bidders are invited to participate in the video bid opening.

The City 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 Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.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. Preparation of Bid

Whereas, mail and package deliveries have been delayed or interrupted during the public facility closures, which limit the ability for the City to reliably receive bid documents from bidders participating in the City's public procurement process, White Law Offices PLLC will receive bids on behalf of the City to ensure the utmost integrity in the procurement.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address and **name of the project** for which the bid is submitted with the **bid opening date and time**.

BY MAIL: Where sealed bids are forwarded by mail, they shall be enclosed in another envelope addressed to:

White Law Offices PLLC – Bid Agent
600 Kanawha Boulevard, East, Suite 201,
Charleston, West Virginia 25301

In addition, the name of the bidder should appear in the upper left-hand corner, with the **name of the project** and the **bid opening date and time** marked plainly on **both** envelopes. This is to ensure the bid being received at the proper location by the proper bidding time and will prevent accidental opening of the main bidding package. **Each package shall include two (2) copies of the vendor's proposal.**

BY EMAIL: Bids may also be submitted electronically to the following email address:

bidagent@whitepllc.com

3. Addenda

All questions pertaining to the specifications shall be submitted in writing to the Purchasing Director, Jamie Bowles via email to bids@cityofcharleston.org no later than **5:00pm, Tuesday, January 12, 2021**. Questions submitted will then be compiled and answered in an addendum to be issued no later than **5:00pm, Thursday, January 14, 2021**. The City of Charleston will not be held responsible for oral interpretations of the specifications given by any of its employees, representatives, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information pertaining to this RFP can be given. If any addenda are issued to this RFP, the Purchasing Director will attempt to notify all prospective bidders who have secured the original RFP document. However, it will be the responsibility of each vendor, prior to submitting their proposal, to contact the Purchasing Director via phone at (304) 348-8014, by email to bids@cityofcharleston.org, or by checking the City of Charleston Website at <https://charlestonwv.gov/bids-purchasing/current-bids>, to determine if any addenda were issued and to make such addenda a part of their competitive proposal.

4. Method of Award

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

5. Stockholders

A list of all stockholders by name and address owning 5% or more of the bidder's current stock must be submitted with the bid. In the case of partnerships or sole proprietorships, those receiving a 5% or more share of the company's net profit must be listed.

6. Equal Employment Opportunities

All bidders acknowledge and agree that, in the performance of any City contract, they will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, or national origin.

7. Immigration Reform and Control Act (IRCA)

All bidders in connection with the performance of this project shall certify that they are in complete compliance with the above noted Act.

8. Payment Terms

The successful bidder may expect payment by the City within thirty (30) days following delivery and acceptance of the item(s) purchased and installed, and receipt of a proper invoice. An acceptance letter/final invoice must be reviewed and signed by an authorized representative of the **Fleet Management Department**.

9. Local Vendor Preference

A local vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. Such as, the vendor has marked on its bid submission that it is requesting to be considered a local vendor for bid evaluation purposes; the vendor provides documentation evidencing that it has the right to conduct business in the State of West Virginia; and the vendor submits an affidavit confirming that it has paid all applicable business taxes to the city or has a non-delinquent payment plan with the city and has had an active and current business and occupation tax account with the city collector during the entire preceding one-year period.

Competitive advantages shall be applied in the following manner:

(1) A competitive advantage of 4% shall be applied to the local vendor's bid when, prior to applying the competitive advantage, the apparent lowest responsible bidder submits a bid that is greater than \$25,000 but does not exceed \$125,000.

(2) The competitive advantage of \$5,000 shall be applied to the local vendor's bid when, prior to applying the competitive advantage, the apparent lowest responsible bidder submits a bid that is greater than \$125,000.

10. Business & Occupation Tax

The City of Charleston broadly imposes a Business & Occupation Privilege Tax for the act or privilege of engaging in business activities within the City of Charleston. Business & Occupation Tax is measured by the application of rates against gross receipts or gross income of the business. All business activities are classified, and the classifications are significant inasmuch as the tax liability varies based on the different rates established for the specific types of business activities.

Individuals or businesses who do not have a physical location or office located in the City of Charleston are also subject to Business & Occupation Tax if they: 1) lease tangible personal property to lessees in Charleston, or 2) perform construction or installation contracts in Charleston or 3) render services in Charleston. Additionally, anyone who sells and/or delivers goods or products in Charleston may also be subject to Business & Occupation Tax.

Business & Occupation Tax should be considered when preparing your bid. If you are uncertain as to your business activity or how your business should properly calculate the tax when preparing your bid, please contact us at botax@cityofcharleston.org.

NOTE: No contract or purchase of materials or equipment will be awarded to a company whose Business & Occupation Tax status is delinquent.

GENERAL CONDITIONS

- Bid shall be delivered F.O.B. to: White Law Offices PLLC – Bid Agent, 600 Kanawha Blvd, East, Suite 201, Charleston, West Virginia, 25301, or emailed to: bidagent@whiteplc.com
- Only new equipment will be accepted. No factory refurbished, display or used equipment is allowed. All manuals, warranties and agreements must arrive at the time the equipment is delivered.

- Bidder shall state on bid proposal form number of days allowed for delivery of equipment following date of firm order. Time is of the essence with regard to this project. The successful bidder will be held accountable to honor the delivery date.
- **Only one bid will be accepted from each vendor.**
- The unit will not be accepted by the City if all specifications and any other requirements have not been met. Return of the equipment, if necessary, will be at the expense of the bidder.
- Any deviations from the bid specifications must be included on a separate sheet and attached to the bid form.
- Enclose with this bid proposal all manufacturer brochures, all warranty agreements on equipment proposed, a list of the company's stockholders, the city's Purchasing Affidavit and any other documents as required by the City and described in this document. Firms must acknowledge the City's protest process, attached herein, by submitting a signed copy with their bid proposal. **Firms may not be considered, at the City's discretion, if any of the listed enclosures are not included with the bid submission.**
- Per City Code, facsimile, telephonic or oral bids will not be accepted.
- Debarred vendors may not submit bids or be awarded contracts.
- The City of Charleston is exempt from state and local taxes.
- The City Council or the City Manager reserves the right to reject any and all bids

Rear Loading Refuse Collection Truck Bid Spec. RFP 2021-002

Description	Date
Advertisement	January 06,2021
Bid Opening	January 19,2021 11:15 am; bids received until 10:30 am
Technical Questions Due	January 12, 2021 5:00 pm

DETAILED SPECIFICATIONS

The City of Charleston desires to purchase a **New Way Diamondback (or equal) rear loading refuse collection truck**. This purchase is for the rear loading refuse collection truck only. No further equipment is not being sought by the City of Charleston.

All equipment furnished under this contract shall be new and unused, and the same as the manufacturers current production model. Accessories not specifically mentioned, but necessary to furnish a complete unit ready for use shall also be included. The equipment furnished shall conform to all ANSI Safety Standards A245.1-1984.

If neither 'Yes' nor 'No' is marked for any item, it shall be assumed that the item is included with the equipment you are proposing.

Rear Loading Refuse Collection Truck

Mandatory Specifications

A. CAPACITY

The capacity shall be measured exclusive of the hopper.

1. The body shall have a minimum capacity of 8 Cubic Yards
2. The body shall have an average compaction rate of 800 pounds per cubic yard.

B. BODY DIMENSIONS

1. Maximum overall width must not to exceed 75"
2. Maximum overall length and height (*with tailgate in Locked position*) above the chassis frame must not to exceed:

Capacity:	Length:	Height:
8 Cu./Yd.	189"	61"

3. Body height above truck frame with the tailgate fully extended shall not exceed 109"

C. Rear loading refuse packer specification

1. Body weight (exclusive of options) shall not exceed:

Capacity:	Weight:
8 Cu./Yd.	6,130 pounds

D. BODY CONSTRUCTION

1. The body shall be constructed entirely of high tensile sheet steel and formed sections.
2. All pivot points shall be provided with grease zerks.
3. Body sides, roof and floor shall be reinforced so as to withstand continuous operation at maximum loads without harmful deformation or wear.
4. The roof shall be constructed of 10-gauge high tensile steel.
5. The roof shall be braced with no less than two box shaped braces, spanning the length of the body, and formed of 10 gauge steel.
6. The body sides shall be constructed of a minimum of 10 gauge high tensile steel.
7. The body sides shall be of the curve shell design.
8. The body floor shall incorporate a trough design (*flat floors not acceptable*).
9. The body floor sides shall be 10-gauge high tensile sheet steel.
10. The body floor center shall be 1/4" plate steel.
11. The trough shall be constructed of two 6" channel sills to hold the ejection blade in line under the most extreme load conditions.
12. Side access door shall be located on the street side of the body side wall. The door shall be securely fastened to the body side wall by a piano hinge.

E. TAILGATE DIMENSIONS

1. Hopper width shall not be less than 54".
2. Hopper opening height shall not be less than 45".
3. Hopper capacity shall not be less than 1 cubic yard, measured by the TEBA method.
4. Hopper cycle time with the standard PTO and pump shall not exceed 15 seconds.

F. TAILGATE CONSTRUCTION

1. Tailgate sides shall be constructed of a minimum of 10

gauge high tensile sheet steel.

2. Tailgate sides shall be reinforced by 10 gauge 1 3/4" x 4" formed steel and fully welded in a horizontal position for maximum support.
3. An interlaced network of 3/16" wall 1 1/2" x 2 1/2" structural tube shall form the slide blade guide tract.
4. The tailgate perimeter edge shall be reinforced by a 2" x 2" structural steel tube.
5. The tailgate shall be equipped with an automatic hydraulic locking system with a pilot check valve to ensure constant pressure for a tight seal.
6. The tailgate shall be raised by two 2 1/2" x 24" cylinders equipped with restrictors to prevent precipitous tailgate decent in the event of a broken hydraulic line.
7. Tailgate shall be equipped with a chemically inert seal to provide a watertight seal.
8. The hopper floor shall be equipped with a 1 1/2" drain plug.
9. Hopper floor shall remain stationary during the packing cycle.
10. Hopper floor shall be a minimum of 1/4" high strength sheet steel adequately braced to withstand maximum pressures imposed upon it.
11. The hopper load sill shall be constructed of 3" x 4" x 1/4" wall tube and shall be even with the truck frame.
12. Self-cleaning grip strut steps and grab handles shall be required on both sides of the tailgate.

G. PACKING MECHANISM CONSTRUCTION

1. The sweep blade shall be of the backhoe packing type, and designed to have a minimum clearance to thoroughly clean the hopper bottom during cycling.
2. The sweep blade face plate shall be constructed of 1/4" high tensile sheet steel and shall be reinforced with internal and lateral braces constructed of 1/4" and 3/8" - 3" x 3" angle.
3. The sweep blade shall be powered by 2 1/2" x 16" double action cylinders.
4. The slide blade face plate shall be constructed of formed 10-gauge high strength sheet steel reinforced with internal braces of 10-gauge high strength sheet steel and 4" channel.

5. The slide blade shall be powered by two 2 1/2" x 30" double action cylinders.
6. The linear slide movement of the blade shall be accomplished on four 2 1/2" x 4 1/2" x 6" high density UHMW guide bearing blocks.
7. The pivotal rotation of the sweep blade shall be accomplished through the sweep blade pivots which shall be a minimum of 2 1/2" in diameter.

H. EJECTION BLADE CONSTRUCTION

1. Ejection blade shall form the front of the body and be hydraulically operated and designed to have a minimum clearance to thoroughly clean the body during cycling.
2. The load shall be discharged by means of a positive ejection system. A double acting telescopic cylinder shall extend and retract the full length of the body.
3. The ejection blade face plate shall be constructed of 10 gauge high strength sheet steel and reinforced with trapezoidal crossmembers of high strength 1/4" wall 3" x 3" structural tube.
4. The ejection blade shall slide in a 6" channel sill on four high density UHMW slide bearing blocks.
5. The telescopic cylinder shall be horizontally positioned & consist of the following dimensional characteristics:

Capacity	Stage	Bore
8 Cu./Yd.	4 Stage	6"

I. CONTROLS

1. The ejector blade and tailgate raise control shall be mounted outside the front left-hand side of the body.
2. An electrical device shall be supplied to automatically raise the engine speed to the proper RPM during the packing cycle.
3. An additional throttle advance switch shall be mounted at the front left-hand side of the body near the tailgate raise control handle and at the rear right hand side near the packing blade control.
4. A Backpack Valve shall be required to automatically advance the ejector panel when packing against it.
5. The packing blade control shall be designed to accomplish

the normal packing cycle in two steps and shall be reversible or stopped at any time during the cycle.

6. The packing blade control shall be a two-handle design and located at the rear of the tailgate on the curbside.

J. HYDRAULIC SYSTEM

1. Power takeoff/pump combination or pump with electric clutch shall be used to power the hydraulic system.
2. All hydraulic valving shall be mechanically operated and use direct link controls.
3. The hydraulic pump shall provide a minimum delivery of 17 GPM at 1500 RPM.
4. Normal maximum operating pressures shall not exceed 1800 PSI.
5. The hydraulic system shall incorporate a relief valve to protect all components from excess pressures.
6. All hydraulic hoses shall conform to S.A.E. Standards No flat spots in hoses will be acceptable.
7. Hydraulic tank shall not be less than 22 gallons and must be equipped with a sight and temperature gauge. The tank shall be located inside the body.
8. A replaceable 10 micron spin on filter with bypass valve shall be furnished in the return line of the hydraulic system.
9. A shut-off valve shall be mounted on the suction line near the oil tank.
10. All cylinder rods shall be chrome plated.
11. All cylinders shall incorporate nylon wear rings on the piston and rods to prevent metal to metal contact, and an "O" ring is to be used to pre-load the seal.
12. All cylinder rod end pin lugs shall be inertia welded to the cylinder rods.

K. ELECTRICAL

1. All wiring shall be loomed or in conduit.
2. The body shall be equipped with approved clearance, warning, tail, license, stop and turn signals in compliance with the national safety standards.

3. The body shall be equipped with an external audio back up alarm activated when the chassis is in reverse.
4. A light shall illuminate in the cab when the tailgate is open and an audible alarm will sound when the vehicle is placed in reverse while the tailgate is open.
5. A light bar shall be mounted on the upper section of the tailgate and consist of stop, turn, backup and three cluster lights.

L. PAINT

1. The body shall be properly cleaned of all dirt, oil and welding slag. A gray lead-free primer with rust inhibitors shall be applied.
2. 3 coats of the manufacturers standard auto enamel shall be applied.

M. MOUNTING

1. Body shall be mounted in accordance to industry standards. No welding shall be performed on the chassis frame in the mounting process.

N. WARRANTY

1. Manufacturer's limited warranty shall apply for a period of one year after date of acceptance of the unit.

O. OPTIONAL EQUIPMENT

1. Hopper Lights (*insert into electrical if desired*). Two white lamps shall be mounted on the upper half of the tailgate. The lights shall be capable of illuminating the hopper of the tailgate. The lights will be activated by a switch in the cab of the chassis.
2. Two LED strobe lights shall be mounted in the upper half of the tailgate and two at top front of the body. An activation switch shall be located in the cab.
3. Hot shift transmission PTO with over speed protection device to protect PTO, pump and transmission.

O. ADDITIONAL MANDATORY TERMS AND CONDITIONS

1. Vendor - The primary vendor shall be a packer dealer, who must have a full sales, parts and service facility within

the state of West Virginia and within forty-five (45) miles of the owner.

The vendor must be registered to do business in West Virginia with the West Virginia Secretary of State, West Virginia Department of Tax and Revenue, West Virginia Insurance Commission, and be licensed by the West Virginia Division of Motor Vehicles as a new vehicle dealer.

Specify West Virginia Tax Number _____

Specify West Virginia Purchasing ID Number _____

Specify West Virginia DMV License Number _____

Specify Location of Service Shop _____

Is the City of Charleston Vendor Preference Requested? _____

Acquisition Regulation

In the past seven-year period has your firm, or any of its principals, been convicted or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property?

Meets Requirements?

____ YES ____ NO

EXCEPTIONS AND DEVIATIONS

Bidder shall fully describe every variance, exception and/or deviation. Please include with your bid form. Additional sheets may be used if required.

**CITY OF CHARLESTON
BID AND PROPOSAL FORM**

Rear Loading Refuse Collection Truck RFP 2021-002

We agree to sell and complete to the City of Charleston the project titled above as described in the attached specifications for the prices listed below:

**CITY OF CHARLESTON
BID AND PROPOSAL FORM**

Item	Total bid
Rear Loading Refuse Collection Truck- New Way Diamondback (or equal)	\$

Rear Loading Refuse Collection Truck RFP 2021-002

By checking this box and signing below, I hereby certify and attest I have read the Local Vendor Preference statement found on page 6, item 11 and understand that a vendor must qualify that all conditions have been met to be given a competitive advantage.

By checking this box and signing below, I hereby certify and attest I have read the Business & Occupation Tax statement found on page 6, item 12 and understand that Business & Occupation Tax may apply to the sale of my product or service to the City of Charleston.

I certify that this vendor has in place equal employment opportunity policies and have included with this bid submission all enclosures listed below (including applicable purchasing affidavits).

Authorized Bidder's Signature

Title

Printed/Typed Bidder's Name

Date

Company Name: _____

Address: _____
Street City State Zip

Telephone Number: _____ Fax Number: _____

Email Address: _____

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CITY OF CHARLESTON PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE OR POLITICAL SUBDIVISION:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars (\$1,000) in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contracts may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in a timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for a price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, the West Virginia Insurance Commission or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code §61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____



CHARLESTON, WEST VIRGINIA

LOCAL VENDOR AFFIDAVIT

Pursuant to § 2-480 of the Charleston City Code, a Local Vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. One condition requires the vendor to submit this affidavit confirming that **(1)** the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and **(2)** the vendor must state that it has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the bid opening.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under the penalty of law for false swearing (W. Va. Code § 61-5-3) that **(1)** the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and **(2)** the vendor has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the scheduled bid opening for the procurement listed below.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Corporate Name: _____

Authorized Signature: _____ Date: _____

(Printed Name and Title)

State of _____

County of _____, to wit:

Taken, subscribed, and sworn before me this _____ day of _____, 20 _____.

[SEAL]

Notary Public

My Commission expires _____, 20 _____.

Name of Procurement: _____ Bid Opening Date: _____

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PROTEST

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 two (2) business days of receipt of the Notice of Award letter. 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 City Manager's Office, Attention: Jonathan Storage 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 RFP title and project description;
2. The Protestor's name, address, telephone number, and fax number;
3. A detailed statement of the legal and/ or factual grounds for the protest;
4. A statement as to how the objectionable matter(s) resulted in prejudice to the Protestor;
5. Copies of all relevant documents;
6. A request for a ruling by City;
7. A statement as to the form of relief requested;
8. All information establishing that Protestor is an interested party with authority for the purpose of filing a 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 will be held within five (5) business days of the **date of receipt of the written 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. At the hearing, 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. 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