



**Request for Proposal
No. 2022-03**

Traffic Marking Paint
City of Charleston Traffic, Parking & Transportation Department
City of Charleston, WV

Jamie Bowles
Purchasing Director
City of Charleston
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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

These specifications are intended to describe Traffic Marking Paint to be used by the City of Charleston Traffic, Parking & Transportation Department. The details contained in the following specifications are not designed to exclude any manufacturer from bidding but are offered as a means of describing the needs of the City of Charleston. **Where brand names are used, the words "or equal" are assumed to follow. All specifications are minimum requirements unless otherwise stated. Any deviations from the stated specifications must be described in detail.** The merit of such deviations will be considered with regard to the City of Charleston's intended use.

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:

10:30 am, Friday, January 14, 2022

The bidding will then be closed. The bid opening will be held Immediately following once the bidding is closed.

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 Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.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

Each bid must be submitted in a sealed envelope with the following information marked on the outside: name of bidder, address, project name, and bid opening date and time. The bid must be submitted to the City Manager's Office located at 501 Virginia Street East, Room 101, Charleston, WV 25301. Vendors may hand deliver or mail their submissions to the aforementioned address. Bid packages shall contain one (1) original and one (1) copy of the vendor's entire bid submission. All documents in bid packet must be signed, dated and notarized where applicable or bid may be disqualified.

3. Addenda

All questions pertaining to the specifications shall be submitted in writing to Purchasing Director, Jamie Bowles via email to bids@cityofcharleston.org no later than **4:00pm, Monday, January 10, 2022**. Questions submitted will then be compiled and answered in an addendum to be issued no later than **4:00pm, Tuesday January 11, 2022**. 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 Interim 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. Bid Surety Bond

Each bid must be accompanied by a bid surety in the form of a cashier's or certified check, or a bond written by a company licensed to do business in West Virginia, in the amount of 5% of the total bid for the project. The bid surety shall be made payable to the City of Charleston.

The bid surety will be forfeited to the City if the Vendor fails or refuses to execute and deliver the contract and construction bond. All bidders will receive a full refund upon execution of the contract.

5. 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.

6. 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.

7. 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.

8. 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.

9. Payment Terms

Payment terms are net 30 days from the first or fifteenth day of the month for invoices received by the first or fifteenth day of the month.

10. 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.

11. 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: City Manager's Office, City of Charleston, 501 Virginia Street East, Room 101; Charleston, West Virginia, 25301.
- **Equipment Delivery Information if needed.**
- 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. Therefore, the completion date will be considered in deciding the successful bidder. The successful bidder will be held accountable to honor the delivery date. **** **Delivery of paint must occur between March 15, 2022 and March 31, 2022******
- **Only one bid will be accepted from each vendor.**
- The materials will not be accepted by the City if all specifications and any other requirements have not been met. Return of the materials, 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.
- **Initial Contract Term:** This Contract becomes effective upon award of the Charleston City Council and extends for a period of 1 Year. This contract may be renewed upon the mutual written consent of the City of Charleston, with the approval of the Charleston City Council. Any request for renewal should be submitted to the Purchasing Department of the City of Charleston Thirty (30) days prior to the expiration of the contract. Renewal of this contract is limited to two (2) successive one year periods. Provided that the renewal does not exceed twelve

(12) months in any individual annual renewal or twenty-four (24) months in total.

DETAILED SPECIFICATIONS

Quantity	Container Size	Color	Product	Specifications
1925 gallons	55 Gallon Drum	Yellow	Waterborne	WV Specifications
1375 Gallons	55 Gallon Drum	White	Waterborne, Unleaded	WV Specifications

***NOTEs (Mandatory):**

- Due to storage restrictions of the buyer, delivery shall be made between March 15,2022, and March 31, 2022. Order shall be comprised of one-time delivery.
- Delivery is required to be flatbed trailer freight

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**

Traffic Marking Paint 2022-03

We agree to sell and deliver to the City of Charleston Street Department, Traffic Marking Paint in accordance with the attached specifications and for the following prices:

Item	Quantity	Unit Price	Total Cost
YELLOW Traffic Marking Paint, 55 Gallon Containers	35 Containers		\$
WHITE, Traffic Marking Paint, 55 Gallon Containers	25 Containers		\$
Total Bid			\$

Delivery of the paint shall be as outlined on page 6 of this bid document.

- By checking this box and signing below, I hereby certify and attest I have read the Local Vendor Preference statement found on page 4 & 5, item 9 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 5, item 10 and understand that Business & Occupation Tax may apply to the sale of my product or service to the City of Charleston.
- We certify that we practice equal employment opportunities and have included with this bid submission all enclosures listed below.

 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: _____

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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



CITY OF CHARLESTON, WEST VIRGINIA
PURCHASING AFFIDAVIT
(for use by Local Vendors)

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: _____