

Q & A

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Deadline

11/30/2022 03:00 PM EST

Remarks

Addendum will be issued by 12/1/22

! No questions have been asked.

ATTACHMENT LIST

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Order	Name	Description
1	Rear Loading Refuse Collection Truck Body.pdf (175 KB)	
2	Terms and Conditions.pdf (149 KB)	
3	Purchasing Affidavit.pdf (272 KB)	
4	INFORMATION FOR BIDDERS.pdf (166 KB)	
5	Local Vendor Purchasing Affidavit - City of Charleston.pdf (137 KB)	OPTIONAL

5 Attachments

ADDENDUM ACKNOWLEDGMENT

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Click "+" to add addenda. If no addendum, type "N/A."

Addendum Number:*

Date of Acknowledgment:*

EXCEPTIONS AND DEVIATIONS

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Optional: Vendor is not required to complete.

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

Enter exceptions and deviations below:*

BID AND PROPOSAL FORM (1 OF 3)

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I agree to supply the materials and perform the services as detailed in this solicitation, including accepting the terms and conditions associated with it.

required

☐ I acknowledge that I have read the solicitation carefully and agree to its terms.*

BID AND PROPOSAL FORM (2 OF 3)

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Order	Description	Quantity	Alternate	Optional	Fixed (Unit Price)	Unit Price
1	Packer Truck	4.00	×	×	×	

1 Item

▣ BID AND PROPOSAL FORM (3 OF 3)

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☐ Local Vendor Preference: - - By checking this box and signing below, I hereby certify and attest I have read the Local Vendor Preference statement found on the "Information for Bidders" document attached to this solicitation.*

☐ Business & Occupation Tax: - - By checking this box and signing below, I hereby certify and attest I have read the Business & Occupation Tax statement found on the "Information for Bidders" document attached to this solicitation.*

☐ Equal Employment Opportunities: - - I acknowledge and agree that, in the performance of any City contract, the vendor 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.*

Authorized Bidder's Signature:*

Title:*

Date:*

Company Name:*

Address:*

Telephone Number:*

Fax Number:

Email Address:*

▣ BID BOND

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☐ Bidder acknowledges that a 5% bid bond is required for submission.*

▣ LIST OF STOCKHOLDERS

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Provide 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.

If attaching PDF copy of List of Stockholders, type "Attached" in the fields below.

Click "+" to add Stockholders. If none, type "N/A."

Stockholder Name:*

Stockholder Address:*

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 **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 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.

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:*

▾ Required Document List

[Edit](#)[More](#)

Name	Description	Omission Terms
Cashier's Check, Certified Check, or Paper Bid Bond	➡ Please upload a copy of Bidder's Cashier's Che...	➡ I am verifying my bid bond electronically.
List of Stockholders	➡ Please upload a copy of Bidder's List of Stockh...	➡ I have no Stockholders or have provided my Lis...
Drug-Free Workplace Conformance Affidavit	➡ Please upload a signed and notarized copy of B...	
Additional Upload Space	➡ Upload additional documents.	➡ I do not need to upload additional documents.
4 Required Documents		

The Infotech® Support team is looking forward to serving you this holiday season. We'll be available from 8 am-6 pm ET November 21-23 and closed all day November 24-25. Happy Holidays!

Status: Advertised | Bids: 0

Update Advertisement

Withdraw Advertisement

More



Attachment List

Downloadable attachments that you provide, for the bidder, as part of the solicitation.

Bid Bond

A bid bond form that provides surety verification.

Build Your Own

This is a custom 'Build Your Own' component.

Envelope

The information supplied in this component will be available to the owner-agency immediately after the bid deadline, but before the bid is opened.

General Info

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! [Click here](#) to **disable** Q & A notifications for this solicitation.

Number

2022-26 Packer Trucks

Deadline

12/07/2022 10:00 AM EST

Auto Advertise

Description

Summary:

The City of Charleston Fleet Department is seeking bids for the purchase of two (2) packer trucks. The following should be an outline of service components required to be on each vehicle. The completed packer trucks should be turn-key, including all vendor provided equipment and materials, and fully operable at delivery per the bid specification.

Allow zero unit prices and labor?

Yes

Allow negative unit prices and labor?

Yes

Allow Electronic Signatures?

Yes

Allow vendors to ask questions?

Yes

Restricted?

No

Mark solicitation as an RFP?

No

Rear Loading Refuse Collection Truck Body Suggested Bid Specifications

SCOPE: It is the intent of this specification to describe 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.

GENERAL: 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.

DETAILED SPECIFICATIONS

Product: New Way Cobra Rear Loader Refuse Truck (or Equal)

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.

A. Capacity

1. The body shall have a minimum capacity of:
 - a. 20 Cubic Yards
2. The body shall have an average compaction rate of 850 to 950 pounds per cubic yard

B. Body dimensions

1. Maximum overall width not to exceed 96".
2. Maximum overall length and height (*with tailgate in locked position*) above the chassis frame not to exceed:
 - a. 20 Cu./Yd. 244.5" 83" 138"
3. Body weight (exclusive of options) shall not exceed: 12,390 pounds

C. BODY CONSTRUCTION

1. The body shall be constructed entirely of 10 gauge 80,000 PSI steel..

2. All pivot points shall be provided with grease zerks.
3. Body sides, roof shall be curve shell design without the need of side bracing. Continuous operation at maximum loads without harmful deformation or wear.
4. The roof shall be constructed of 10 gauge 80,000 PSI steel.
5. The roof shall be curved upward and braced with a 3/16" x 2" x 8" rectangle tube centered on the inside of the body steel.
6. The body sides shall be constructed of 10 gauge, 80,000 PSI steel. Sides shall be braced along the bottom 3 1/2" x 12" from tailgate tapered to a point at the front of the body. Braces shall be interconnected with floor gussets and continuously welded. Rear portion of side brace shall connect to a 12" x 16" triangular gussets and all seams continuously welded for maximum strength.
7. The body floor shall incorporate a trough design (flat floors are not acceptable).
8. The body upper floor sides shall be 10 gauge 80,000 PSI steel.
9. The body floor center shall be 1/4" plate high tensile steel.
10. The trough shall be constructed of two 8" channel sills to hold the ejection blade in line under the most extreme load conditions.
11. Side access door shall be located on the street side of the body sidewall. The door shall be securely fastened to the body side wall by a piano hinge.

D. TAILGATE DIMENSIONS

1. Hopper opening width shall not be less than 80".
2. Hopper capacity shall not be less than 3.2 cubic yards
3. Hopper cycle time with the standard PTO and pump shall not exceed an average of 30 seconds.

E. TAILGATE CONSTRUCTION

1. Tailgate sides shall be constructed of a minimum of 7 gauge high tensile sheet steel, and the upper sides shall be constructed of a minimum of 10 gauge high tensile sheet steel .

2. Tailgate sides shall be reinforced by 1 3/4" x 4" bracing constructed of 7 gauge formed steel and fully welded in a horizontal position for maximum support.
3. The slide blade guide track shall be constructed of 1/2" x 2 1/2" AR400 steel reinforced by formed 1/4" high tensile steel. (*Free floating design is not acceptable*).
4. The tailgate shall be equipped with an automatic hydraulic locking system with a pilot check valve to ensure constant pressure for a tight seal.
5. The tailgate shall be raised by two 3 1/2" x 24" double acting cylinders equipped with clevis ends and restrictors to prevent precipitous tailgate decent in the event of a broken hydraulic line.
6. The tailgate perimeter edge shall be reinforced by 2" x 2" structural tube steel.
7. Tailgate shall be equipped with a chemically inert seal to provide a watertight seal.
8. Hopper floor shall remain stationary during the packing cycle and shall be equipped with a 1 1/2" drain plug.
9. Hopper floor shall be a minimum of 1/4" high tensile sheet adequately braced to withstand maximum pressures imposed upon it. Hopper back 1/4" T-1 steel.
10. The hopper load sill shall be constructed from a 3/8" plate and be even with the chassis frame height
11. Self cleaning grip strut steps and grab handles shall be required on both sides of the tailgate.

F. 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 strength sheet steel and shall be reinforced with internal and lateral braces

constructed of 3/8" - 6" x 6" angle.

3. The sweep blade shall be powered by two 5" x 16" double acting cylinders equipped with bronze bushings.
4. The slide blade face plate shall be constructed of 1/4" high strength sheet steel.
5. The slide blade shall be powered by two 4 1/2" x 36" double acting cylinders.
6. The linear slide movement of the blade shall be accomplished on two 4 1/2" x 2 1/4" x 24" high density UHMW guide bearing blocks.
7. The pivotal rotation of the sweep blade shall be accomplished through the sweep blade pivot which shall consist of two 2" diameter stress proof pivot pins with bronze bushings.
8. Both ends of the pivot shaft shall be equipped with bronze bushings.

G. 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 50,000 psi sheet steel and reinforced with trapezoidal cross members of high 3" x 3" and 4" x 4" structural tube.
4. The ejection blade shall slide in an 8" 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
a. 20 Cu./Yd.	4 Stage	6.5"

6. No clamping cylinder or clamping mechanism shall be required.

H. CONTROLS

1. The ejector blade and tailgate raise control shall be mounted inside the front left hand side of the body. Controls are accessed through opening located in access door. Controls will not come into contact with any refuse and are protected from outside elements.
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 Back Pack 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.

I. HYDRAULIC SYSTEM

1. A power takeoff/pump combination 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 delivery of 29 GPM at 1200 RPM.
4. Normal maximum operating pressures shall not exceed 2000 PSI.
5. The hydraulic system shall incorporate a relief valve and a hydraulic pressure gauge 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 40 gallons and must be equipped with a sight and temperature gauge. The tank shall be located inside the body.
8. A replaceable 10 micron in tank immersed filter with by-pass

valve and visual indicator 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. Cylinder rod end pin lugs shall be inertia welded to the cylinder rod.

J. ELECTRICAL

1. All body wiring shall be loomed and/or in conduit with heat shrunk connectors.
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. Driver alert buzzer shall be installed at the rear of the tailgate located by the packing controls.
5. 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.
6. A light bar shall be mounted on the upper section of the tailgate and consist of stop, turn and three clearance lights, in accordance to the national safety standards.
7. It shall include a rear vision camera, Safety Vision or equivalent. The system shall include a rear vision camera with audio, and a 5.6" cab flat color monitor that is completely adjustable for different light levels and for operating functions.

K. PAINT

1. The body shall be properly cleaned of all dirt, oil, and welding slag. Gray Dupont Color, lead-free primer with rust inhibitors shall be

applied.

2. Acrylic enamel paint white paint shall be supplied.

L. MOUNTING

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

M. WARRANTY

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

N. OPTIONAL EQUIPMENT TO BE INCLUDED

1. Hopper Lights Two white lights shall be mounted on the upper half of the tailgate and be capable of illuminating the hopper of the tailgate and be activated by a switch in the cab of the chassis.
2. Drive Alert Signal – A second driver alert buzzer shall be located at the left rear operator platform.
- 3 Strobe Lights Two oval LED strobe lights shall be mounted on the upper half of the tailgate and two oval LED strobes shall be mounted on top front of the body with cab controls.
4. PTO – PTO shall be the hot shift type shall be provided. The PTO, pump and transmission shall be protected by an over speed device to automatically keep the PTO from over speeding and not allow the PTO from being engaged at above engine idle speeds.
5. Heavy duty Magnum package shall be provided consisting of a ¼" 100K hopper floor, ¼" 50K tailgate lower sides, ¼" 80K sweep and side face, 7Ga 50K upper floor and 3/8" 50K lower body floor.
6. Unit must include: Hydraulic Winch – A 12,000 lb capacity winch to lift and dump commercial containers, including trunnion locks to lock container into position, heavy duty guide brackets, associated hydraulic components and controls at right rear of hopper shall be supplied.
7. Unit must include: Manually operated hopper closure turnbuckles shall be provided in addition to the automatic hydraulic hopper latches.

8. Unit must include: 60" long rubber fender skirts shall be installed on the packer body above the rear tires to protect the body from road splash
9. Unit must include Perkins Model D6620 (or equal) rotary actuated cart tipper, center hopper mount

P. Unit must include: CAB and CHASSIS must be – CONVENTIONAL STYLE

1. Unit must include: Engine: Six cylinder, 9.0 L minimum displacement, 300 HP, 860 lb. ft. torque diesel engine with engine block heater and Jacobs engine retarder
2. Frame must be: 11 /8x3 /8x3/8 2 21.43 SM 2,572,000 RBM steel frame
3. Front Axle and Suspension must be: 12,000 lb, capacity front axle and 12,000 lb. front suspension .
4. Rear Axle and Suspension must be: 30,000 lb. single speed rear axle and 28,000 lb. rear suspension with auxiliary helper spring.
5. Brakes must be: Full air dual circuit with automatic adjustment and antilock and heated air dryer and 18.7 CFM compressor.
6. Tires must be: 11R22.5-16 with traction rear tread on 22.5" X 8.25" 10 stud steel wheels
7. Transmission must be: Allison 3500RDS (or equal) six speed automatic transmission.
8. Batteries must be: Two 12 volt batteries with 2000 CCA minimum.
9. Fuel Tank must be: 60 gallon aluminum fuel tank
- 10 Fuel Filter must have: Fuel/water separator.
- 11 Seats must be: Air suspension driver seat and two person passenger bench seat with seat belts and tool box.
12. Unit must include a heater and defroster with air conditioner.
- 13 Gauges must be included: Speedometer, odometer, fuel, coolant temp, tachometer, air pressure and warning indicators for oil pressure, brake pressure, coolant level, battery charge, high beam, turn signal, park brake.
14. Unit must include dual outside mirrors with convex mirrors.
15. Lights must be: LED stop/tail, backup and side marker lights.
- 16: Unit must include miscellaneous: Cruise control, power steering, cab fresh air for HVAC, three point seat belts, cup holders, 12 volt power supply in cab, sun visors. and operator manual

17. Alternator must be: 160 amp minimum.
19. Unit must include horizontal after treatment device and vertical pipe
20. Paint Color must be: White.
- 21 Unit must include front tow hooks and full steel bumper.
22. Unit must include conventional cab with tilt hood and stationary grille.
- 23 Unit must include front and rear brake dust shields.
24. Unit must include heated air drier and moisture ejector.
25. Unit must include wiring harnesses and transmission codes for use with rear load refuse packer application.
26. Unit must include air tanks, battery boxes and exhaust/emissions package mounted in areas that don't interfere with packer mounting.
27. Unit must include clear cab to axle dimension to be 138" to 141".

INFORMATION FOR BIDDERS

- **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.

- **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.

- **Paper Bidding**

Electronic bid submission is preferred, but the City will also accept paper bids.

Receipt and Opening of Bids

Sealed bids will be received by the City Manager until **Wednesday, December 07, 2022, 10:00 a.m.** The bid opening will be held immediately following in the City Manager's office.

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.**

For the bid to be considered timely, it must be received by the City Manager's Office located at 501 Virginia Street East, Room 101, Charleston, WV 25301, by the established deadline. Vendors may hand deliver or mail their submissions to the aforementioned address. All documents in bid packet must be signed, dated and notarized where applicable or the bid may be disqualified.

Questions regarding the submission of paper bids should be directed to Jamie Bowles, Purchasing Director, at Jamie.Bowles@cityofcharleston.org or by calling 304-348-8014.

**GENERAL TERMS AND CONDITIONS
FOR
SERVICE AGREEMENTS**

These General Terms and Conditions apply to Service Agreements entered into between the City and Vendor and dominate over any competing terms made a part of the Service Agreement.

1. **DISPUTE RESOLUTION, JURISDICTION AND VENUE** – Any references to arbitration contained in the Agreement are hereby deleted, as is any requirement to waive a jury trial. If any breach, default, or other dispute arises out of this Agreement, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation and/or mediation. If the parties cannot resolve the matter without litigation, the Parties acknowledge and agree that either the Circuit Court of Kanawha County, West Virginia or the Federal District Court for the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation. Any language requiring or permitting disputes under the Agreement to be resolved in any other court is deleted. Vendor acknowledges and agrees that resolution agreements reached through consultation and negotiation, or any other form of dispute resolution, may be subject to approval by City's governing body during a public meeting.
2. **NO INDEMNITY** – Any clause requiring the City to indemnify, defend or hold harmless any party is hereby deleted in its entirety. Any language requiring the City to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of the State of West Virginia is deleted.
3. **GOVERNING LAW** – The Agreement shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** – Provisions in the Agreement requiring the City to pay taxes are deleted. As a political subdivision of the State, the City is exempt from Federal, State, and local taxes and will not pay taxes for Vendor or any other party, including individuals, nor will the City file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** – Any references to prepayment are deleted. Payments for goods or services will be in arrears only upon receipt of a proper invoice, detailing the goods or services provided or receipt of the goods or services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid monthly or annually in advance.
6. **INTEREST** – Any language imposing any interest or charges due to late payment are deleted.

7. **RECOUPMENT** – Any language in the Agreement waiving the City’s right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** – Services performed or goods provided under the Agreement may be continued in succeeding fiscal years for the term of the Agreement, contingent upon funds being appropriated by City Council or otherwise being available for the goods or services. In the event funds are not appropriated or otherwise available for the goods or services, the Agreement shall terminate without penalty on the next occurring June 30. After that date, the Agreement becomes of no effect and is null and void. However, the City agrees to use its best efforts to have the amounts contemplated under the Agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** – Any clauses limiting the time in which the City may bring suit against Vendor or any lessor, individual, or other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the City’s right to obtain similar services or equipment in the event of default or non-funding during the term of the Agreement are hereby deleted.
11. **ATTORNEY FEES AND OTHER COSTS** – The City shall not be responsible for payment of attorney’s fees, costs of collection, or court costs of Vendor or of any lessor, individual or other party. Any different or conflicting provisions in the Agreement are invalid, null and void, and are deleted.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the City reserves the right to assign the Agreement to another City agency, board or commission upon thirty (30) days written notice to the Vendor. Vendor agrees not to assign the Agreement to any person or entity without the City’s prior written consent, which will not be unreasonably delayed or denied.
13. **LIMITATION OF LIABILITY** – Any provision limiting the Vendor’s liability for direct damages to person or property or limiting the Vendor’s liability under a warranty to a certain dollar amount or to the amount of the Agreement is hereby deleted. In addition, any limitation of Vendor’s liability is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – City shall have the right to terminate the Agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** – Any provision requiring the City to pay a fixed amount or liquidated damages upon termination or cancellation of the Agreement is hereby deleted. The City may only agree to reimburse Vendor for actual costs incurred or losses sustained

during the current fiscal year due to termination by the City prior to the end of any current agreement term.

16. **RENEWAL** – Any reference to automatic renewal, modification, or extension of the Agreement is hereby deleted. The Agreement may be renewed only upon authorized and mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the City to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the City does recognize a right of repossession upon default and with notice.
19. **NO WAIVER** – City does not waive and expressly preserves its right to due process and any and all immunities afforded the City under West Virginia State law. Any provision requiring the City to waive any rights, claims or defenses is hereby deleted.
20. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
21. **DELIVERY** – All deliveries under the Agreement will be FOB destination unless the City expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
22. **CONFIDENTIAL INFORMATION** – Vendor acknowledges that City is a public entity and is subject to mandatory disclosure of certain information upon request under W.Va. Code § 29B-1-1 *et seq.* (the “Freedom of Information Act”) and W.Va. Code § 6-9A-1 *et seq.* (the “Open Governmental Proceedings Act”). Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Agreement are hereby deleted. City contracts are public records under the Freedom of Information Act and public procurement laws. This Agreement and other public records may be disclosed without notice to the Vendor at the City’s sole discretion. Any provision regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with the Freedom of Information Act and incorporated into the Agreement through a separately approved and signed non-disclosure agreement.
23. **WARRANTIES** – Any reference to the waiver or exclusion of any specific or general warranties of merchantability or warranties of fitness or any other warranties are hereby deleted.
24. **PRICING ADJUSTMENTS** – To the extent the Agreement contains any provision allowing Vendor to escalate or otherwise increase prices or costs for services as set forth in the Agreement, no such provision shall be valid or enforceable. No prices or costs may be

increased by Vendor until and unless notice of proposed increase is provided to City by Vendor and agreed to in writing by City.

25. **THIRD-PARTY SOFTWARE** – If this Agreement contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of these General Terms and Conditions or that it has the authority to modify such third-party software's terms and conditions to be subordinate to these General Terms and Conditions. The Vendor shall indemnify and defend the City against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, these General Terms and Conditions.
26. **AMENDMENTS** – All amendments, modifications, alterations or changes to the Agreement shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted. No amendment, modification, alteration or change may be made to these General Terms and Conditions without the authorized and express written approval of the Mayor of the City of Charleston.
27. **LIABILITY OF INDIVIDUALS** – The Parties agree that the Agreement shall be not construed to extend any personal liability to individuals executing or administering the Agreement on behalf of City or Vendor. Notwithstanding, this provision shall not be construed to prevent Vendor or City from taking any and all legal action against any individual who commits fraud related to this Agreement.

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: _____



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

Pursuant to § 2-480 of the Charleston Municipal Code, a Local Vendor may qualify for a competitive advantage applied to its bid when certain conditions are satisfied. 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) the following:

1. The authorized signer is at least eighteen (18) years of age, competent to testify and has personal knowledge of the facts set forth herein;
2. The authorized signer is authorized to make this oath on behalf of the vendor;
3. The authorized signer has reviewed the books and records of the vendor, with respect to all applicable business tax accounts with the City of Charleston;
4. The vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City; and
5. The vendor has had an active and current Business & Occupation tax account with the Office of 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 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: _____