

✓ Solicitation was successfully advertised.

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

[Edit](#)

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

### Number

2022-23 Digital Copiers

### Deadline

02/09/2023 10:00 AM EST

### Auto Advertise

### Description

Summary:

The City of Charleston is seeking proposals for the replacement of digital copiers and printing services located at various departments within the City of Charleston. The following should be an outline of service components and requirements to be addressed by the responses. The completed request should

### 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?

Charleston. The following should be an outline of service components and requirements to be addressed by the proposer. The completed project should be turn-key, including all vendor provided equipment and installation, materials, and fully operable at the project completion per the bid.

State

West Virginia

County

Kanawha



Restricted?

No

Mark solicitation as an RFP?

No

Q & A

Edit Print

Deadline

02/02/2023 04:00 PM EST

Remarks

No questions have been asked.

## ATTACHMENT LIST

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

Order	Name	Description
1	<a href="#">Digital Copier SPECIFICATIONS.pdf</a> (164 KB)	
2	<a href="#">INFORMATION FOR BIDDERS.pdf</a> (169 KB)	
3	<a href="#">Terms and Conditions.pdf</a> (149 KB)	
4	<a href="#">COC Purchasing Affidavit.pdf</a> (60.2 KB)	
5	<a href="#">Drug-Free_Workplace_Affidavit.pdf</a> (78.1 KB)	
6	<a href="#">Local Vendor Purchasing Affidavit - City of Charleston.pdf</a> (137 KB)	OPTIONAL

6 Attachments

## ADDENDUM ACKNOWLEDGMENT

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

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

**Addendum Number:\***

**Date of Acknowledgment:\***

## EXCEPTIONS AND DEVIATIONS

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

**!** 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)

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

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)

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


[Reset Search](#)

Order	Description	Quantity	Alternate	Optional	Fixed (Unit Price)	Unit Price	Total Cost
! Alternates are not included in bid total.							
1	Group 1- Monthly Lease Amount		X	X	X		
2	Group 1- B&W Print Cost Each		X	X	X		
3	Group 2- Monthly Lease Amount		X	X	X		
4	Group 2- Color Print Cost Each		X	X	X		
5	Group 2- B&W Print Cost Each		X	X	X		
6	Group 3- Monthly Lease Amount		X	X	X		
7	Group 3- Color Print Cost Each		X	X	X		
8	Group 3- B&W Print Cost Each		X	X	X		
9	Group 4- Monthly Lease Amount		X	X	X		
10	Group 4- Color Print Cost Each		X	X	X		

10	Group 4- Color Print Cost Each	x	x	x
11	Group 4- B&W Print Cost Each	x	x	x
12	Group 5- Monthly Lease Amount	x	x	x
13	Group 5- Color Print Cost Each	x	x	x
14	Group 5- B&W Print Cost Each	x	x	x
15	Group 6- Monthly Lease Amount	x	x	x
16	Group 6- Color Print Cost Each	x	x	x
17	Group 6- B&W Print Cost Each	x	x	x
18	Optional Accessories- Stapler up to 100	x	x	x
19	Optional Accessories-Paper Tray, Cost Per Tray	x	x	x
19 Items				

## ▣ BID AND PROPOSAL FORM (3 OF 3)

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

☐ 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:\***

**Printed/Typed Bidder's Name:\***

**Date:\***

**Company Name:\***

**Address:\***

**Telephone Number:\***

**Fax Number:**

**Email Address:\***

## ▣ BID BOND

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

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

## ▢ LIST OF STOCKHOLDERS

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

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:\***

## ▣ VENDOR PROTESTS

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

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
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...	
City Purchasing Affidavit	→ Please upload a signed and notarized copy of B...	
Bid Bond (5% of bid price)	→ Please upload a copy of a fully executed 5% bi...	

4 Required Documents

### Optional Documents ( Local Vendor Affidavit, Exceptions and Deviations)

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

! Optional: Vendor is not required to complete.

**Please upload equipment data sheets, Local Vendor Affidavit, or any exceptions or deviations from the bid.**

## **Intent**

These specifications are intended to describe the needs of the City of Charleston as they relate to digital copiers to be used by various departments. 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.

## **DIGITAL COPIER CONTRACT SPECIFICATIONS**

The City is soliciting proposals from qualified firms to provide leasing of digital copiers with maintenance agreements for use by City Departments located across multiple City facilities. See 'Attachment A' for a list of City Departments and equipment currently utilized. Potential Bidders should note that it is anticipated that several departments will make changes to their current configurations (i.e. choosing a color capable machine, increased stapling capacity, etc.) Quoted pricing shall include all supplies (with the exception of paper), parts, maintenance and service required to make a given number of copies. Equipment proposed shall be available for lease at the time of quote submission. Any machine with repeated failures must be replaced at no additional cost to the City.

It is the City's intent to enter into a five-year agreement (in one-year increments) based on terms and conditions of proposals received. The agreement determined upon is subject to acceptance by Charleston City Council and funds available in the City's budget each fiscal year.

Base rental rate should include all operating and maintenance costs. Pricing shall be fixed throughout the entirety of the agreement period. Bidders submitting proposals for anything other than fixed pricing or for a time period less than a minimum of five (5) years will not be accepted. The City of Charleston is tax exempt; a certificate can be provided to the successful bidder upon award.

Equipment proposed shall be high-end business grade and energy star compliant. All machines shall be user friendly with easy to understand keypads and menus. Everyday users shall be able to easily remedy paper jams. It shall be standard for all copiers to handle 8.5" x 11" and 8.5" x 14" size 20# paper, cover stock and 110# index.

All copiers shall be installed on the City's network, which is predominately Windows. Copiers must be capable of being monitored and managed through an Internet Explorer browser. Security measures must also be implemented to protect sensitive information. All stored information must be secured and rendered unreadable by Vendor whenever a copier is removed from service. At the end of the lease period, the vendor shall remove the machine's hard drive and leave it with the City for disposition in accordance with its policies and procedures.

All machines shall have the capability to copy, print and scan. Scanning to email, secure print functionality (entering PINs at the copier's keypad prior to actual printing) and the ability to add a fax kit are also required. Extra charges for scanning are prohibited. All machines shall have the capability to automatically select proper paper size in respect to the original being copied. All machines shall be capable of printing envelopes in small quantities.

Full service and maintenance, including but not limited to preventative maintenance, parts, materials and labor and operating supplies (excluding paper) shall be included for all equipment rentals for the duration of the lease agreement. Service request response time shall be made within two (2) business hours after request has been received by the Vendor by a City representative with a representative on-site to complete the repair within eight (8) hours of received request. Maintenance shall be performed during normal business hours, which may vary by department, but are typically Monday thru Friday from 8 a.m. to 5 p.m. Representatives shall be employees of the successful vendor and factory-trained technicians for the equipment being bid. The City reserves the right to request proof of certification at any time during the course of the bidding process or agreement period.

Equipment may be required to be replaced, at the sole cost of the bidder, if the number of service calls exceeds four (4) per month. Service calls shall be counted due to machine malfunction, not operator error or preventative maintenance calls.

Successful bidder's service representatives shall maintain an adequate supply of parts/components for servicing machines when they are down to minimize the impact to business operations. Preventative Maintenance shall be scheduled at least five (5) business days in advance of needed maintenance with the appropriate department head; said maintenance shall include, but not be limited to, routine cleaning, lubrication, adjustments and replacement of parts, if/when needed.

Training shall be provided to the City's Information Systems Department within one business day of installation and any department head as requested. Training shall be at the sole expense of the successful bidder and take place on site at the machine's location. At least one (1) copy of the manufacturer's operator instruction manual for each copier leased shall be provided to the City and left with the related machine in each department's offices. Each manual shall include the successful vendor's name, telephone number and contact person for questions should any arise. Delivery and installation of machines shall be completed within thirty (30) days of firm order.

Delivery and installation may occur over several business days and at most one week. Bidder shall be responsible for providing all start-up supplies, with the exception of paper, upon delivery and installation. There shall be no additional expense related to removal of equipment at the end of the agreement.

By submitting a proposal, Vendors warrant that the equipment and software provided under the lease agreement shall not contain any lock, counter, CPU reference, virus worm or other device capable of halting operations or erasing or altering data or programs. Vendors further warrant that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment or software. Bidders shall provide at least three (3) client references with their bid. References should be cities or other public sector entities of similar size to Charleston. If these are not available, you may list private industries. References shall include a contact name, their title, organization name, address, telephone number, and the project(s) that were completed under that client's direction and describing scope of services.

Any equal, equipment, model, manufacturer, exception or deviation from the specification in the product being proposed, must also be accompanied by specification and performance sheets, and supplied with the bid. The Vendor Questionnaire must also be submitted with the bid.

## **Minimum Requirements for Machines**

### **Group 1 – Multi-Functional**

- Black and White Only
- Approximate Prints Per Minute: 25-35
- Paper Sizes: 8.5"x11", 8.5"x14"
- Bypass Mode
- Duplex Capable
- Enlarge/Reduce in 1% increments
- Finisher/Sorter
- Stapler

### **Group 2 – Multi-Functional**

- Black and White and Color
- Approximate Prints Per Minute: 25-35
- Paper Sizes: 8.5"x11", 8.5"x14", 11"x14"
- Bypass Mode
- Duplex Capable
- Enlarge/Reduce in 1% increments
- Finisher/Sorter
- Stapler

### **Group 3 – Multi-Functional**

- Black and White
- Approximate Prints Per Minute: 35-45
- Paper Sizes: 8.5"x11", 8.5"x14"
- Bypass Mode
- Duplex Capable
- Enlarge/Reduce in 1% increments
- Finisher/Sorter

- Stapler

#### **Group 4 – Multi-Functional**

- Black and White and Color
- Approximate Prints Per Minute: 35-45
- Paper Sizes: 8.5"x11", 8.5"x14", 11"x14"
- Bypass Mode
- Duplex Capable
- Enlarge/Reduce in 1% increments
- Finisher/Sorter
- Stapler

#### **Group 5 – Multi-Functional**

- Black and White and Color
- Approximate Prints Per Minute: 60-70
- Paper Sizes: 8.5"x11", 8.5"x14", 11"x14"
- Bypass Mode
- Duplex Capable
- Enlarge/Reduce in 1% increments
- Finisher/Sorter
- Stapler

### **Group 6 – Multi-Functional**

- Black and White and Color
- Approximate Prints Per Minute: 90-100
- Paper Sizes: 8.5"x11", 8.5"x14", 11"x14", 11"x17"
- Bypass Mode
- Duplex Capable
- Enlarge/Reduce in 1% increments
- Finisher/Sorter
- Stapler
- Hole Punch
- Booklet Making
- Pamphlet Making Modes

#### Optional Accessories:

- Stapler capable up to 100 pages
- Additional Paper Tray

## **ATTACHMENT A**

### **Departmental Equipment List**

<b><u>Department</u></b>	<b><u>Current Machine*</u></b>
Accounting	e-studio 6506ac
Attorney	e-studio 3005ac
Building Commission	e-studio 3005ac
Building Commission	e-studio 3005ac
City Clerk	e-studio 4505ac
City Manager's Office	e-studio 6506ac
Collector's Office	e-studio 3005ac
Collector's Office	e-studio 6506ac
Engineering	e-studio 4505ac
Fire Dept. Training	e-studio 4505ac
Fire Department	e-studio 4505ac
Human Resources	e-studio 6506ac
Mailroom	e-studio 6506ac
Mailroom	e- studio 1057/7508
Mayor's Office	e-studio 3005ac
MOECD	e-studio 4505ac
Municipal Court - Courtroom	e-studio 2508a
Municipal Court – Arraignment	e-studio 2508a
Municipal Court - BACKUP	e-studio 2508a
Municipal Court - MAIN	e-studio 4508a

<b><u>Department</u></b>	<b><u>Current Machine*</u></b>
Parks & Recreation	e-studio 4505ac
Parks & Recreation	e-studio 4505ac
Parks & Recreation	e-studio 4505ac
Parks & Recreation	e-studio 4505ac
Parks & Recreation	e-studio 4505ac
Parks and Recreation	e-studio 4505ac
Parking/Warrants	e-studio 3005ac
Planning	e-studio 6506ac
Planning	KIP
Public Grounds	e-studio 3005ac
Spring Hill Cemetery	e-studio 4505ac
Strategy Management	e-studio 3005ac
Street	e-studio 3005ac
Treasurer's Office	e-studio 2508ac
Charleston Police Department- War Room	e-studio 3005ac
Charleston Police Department-Booking	e-studio 4508a
Charleston Police Department- Records	e-studio 6506ac
Charleston Police Department-Prof. Standards	e-studio 3005ac
Charleston Police Department- Shift Commander	e-studio 3005ac
Charleston Police Department- Chief's Office	e-studio 3005ac
Charleston Police Department-CID	e-studio 4505ac
Charleston Police Department- Prop & Evidence	e-studio 3005ac
Charleston Police Department-Training	e-studio 3005ac
Charleston Police Department-Slack Plaza	e-studio 2508a/3005ac
Charleston Police Department- SEU	e-studio 3005ac
Charleston Police Department- Traffic	e-studio 4505ac

Charleston Police Department- Roll Call	e-studio 2508a/3005ac
Charleston Police Department- MDENT	e-studio 4505ac
Charleston Police Department- Records TELETYPE	Lexmark M1145
City Manager/ General Services	e-studio 3005ac
Public Art	e-studio 3005ac
Public Works- Equipment Maintenance	e-studio 3005ac
Public Works	e-studio 3005ac
Employee Healthcare Center	e-studio 6506ac
Traffic, Parking, and Transportation	e-studio 4505ac
Information Systems	e-studio 4505ac
CPD- Basement Add on	M5155

**Notes:**

\*All machines are Toshiba E- Studio unless otherwise indicated in Attachment A. Equipment indicated is for informational purposes only as it is expected that multiple departments will make alterations to their current configurations. It is also anticipated that additional departments will be added to this list at the time of ordering.

“C” indicates a color capable machine.

“F” indicates the machine has an added Fax Kit.

## **VENDOR QUESTIONNAIRE**

Bidders shall complete the enclosed questionnaire and include with their responses to this solicitation. Failure to do so may result in the rejection of their proposal.

Does vendor have a local\* in-house technical support staff? Yes No

Does vendor employ full-time Manufacturer Certified technicians? Yes No

How many? \_\_\_\_\_

Will any of these technicians be dedicated to the City of Charleston account? Yes No

Does vendor have Network Specialists employed locally? Yes No

How many? \_\_\_\_\_

Does vendor have a dedicated Local in house Trainer? Yes No

How many? \_\_\_\_\_

Does vendor have a local Customer Support Representative? Yes No

How many? \_\_\_\_\_

Does vendor offer a local person who will be dispatching technicians for any type of needed service? Yes No

Individual's office location:

Vendor awarded understands it will be responsible for gathering meters? Yes No

Vendor understands that there will be no charge for delivery of supplies, parts, etc.?

Yes No

Vendor can have machines in place within thirty (30) days after the award? Yes No

Equipment quoted meets all specification listed in this proposal? Yes No

Specification data sheet has been sent for each machine bid? Yes No

Bidding vendor understands that there will be no additional charges to the City of Charleston for any reason? Yes No

\*The terms "local" and "locally" means within a sixty (60) mile radius of Charleston, WV

## **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](mailto: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 **Thursday, February 09, 2023, 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](mailto:Jamie.Bowles@cityofcharleston.org) or by calling 304-348-8014.

## 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

## 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: \_\_\_\_\_

**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.



**State of West Virginia**  
**DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT**  
**West Virginia Code §21-1D-5**

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

1. I am an employee of \_\_\_\_\_; and,  
(Company Name)
2. I do hereby attest that \_\_\_\_\_  
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WEST VIRGINIA,

COUNTY OF \_\_\_\_\_, TO-WIT:

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)