

✓ 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.

Item List

A list of biddable items. You define the quantity, description and units

General Info

Edit

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

Number

2024-10 Suspended Backstop Netting System

Deadline

04/04/2024 10:00 AM EDT

Auto Advertise

Description

Summary:

The City of Charleston on behalf of GoMart Ballpark is seeking competitive bids for a suspended backstop netting system

Pre-Bid Meeting:

A pre-Bid meeting will be held at 601 Morris St, Charleston WV, 25301, on Wednesday, March 27, 2024 at 1:00 PM

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

▢ Locations (1)

Edit

1 Locations Listed

1 - Kanawha, West Virginia



▢ Invited Vendors

Invite Shortlist

Invite Vendor

Business Name

Address

Phone

No Vendors found


Q & A

[Edit](#)[Print](#)

Deadline

03/28/2024 03:00 PM EDT

Remarks

 No questions have been asked.

ATTACHMENT LIST

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

Order	Name	Description
-------	------	-------------

1	2024-10 Dirty Birds Suspended Backstop System.pdf (112 KB)	
---	--	--

2	INFORMATION FOR BIDDERS-Backstop Netting.pdf (168 KB)	
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3	Reference Image (1.78 MB)	
---	---	--

4	Terms and Conditions.pdf (149 KB)	
---	---	--

5	Drug-Free_Workplace_Affidavit.pdf (78.1 KB)	
---	---	--

6	Local Vendor Purchasing Affidavit - City of Charleston.pdf (137 KB)	 OPTIONAL
---	---	--

7	COC Purchasing Affidavit.pdf (60.2 KB)	
---	--	--

8	GENERAL CONDITIONS- For Construction Projects (9).pdf (112 KB)	
---	--	--

9	State License Form.pdf (55.2 KB)	
---	--	--

9 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

Search for Item Code or Description



[Reset Search](#)

Order	Description	Quantity	Alternate	Optional	Fixed (Unit Price)	Unit Price
! Alternates are not included in bid total.						
1	The City of Charleston on behalf of GoMart Ballpark is seekinSuspended Backstop Netting System	1.00	×	×	×	
1 Item						

▢ 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:*

Date:*

Company Name:*

Address:*

Telephone Number:*

Fax Number:

Telephone Number:*

Fax Number:

Email Address:*

▣ 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: Benjamin Mishoe 501 Virginia Street East, Room 101; Charleston, WV 25301.**

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 No protest may be filed if the RFP is withdrawn or if all proposals received in response to the RFP are rejected.

Protests shall include the following information:

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

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

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

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

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

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

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

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

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

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

Vendor Signature:^{*}

Date:^{*}

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...			
Local Vendor Affidavit	➡ Upload additional documents.	➡ I do not need to upload additional documents.		
4 Required Documents				

Intent

The City of Charleston on behalf of GoMart Ballpark is seeking competitive bids for a suspended backstop netting system. The successful vendor will be required to provide all labor, equipment, and material necessary to install a new backstop netting system at GoMart Ballpark. The proposed netting will span along the backstop knee wall and over the top of the home and visitor dugouts (approximately 513 LF), the net will have an overall height approximately 30' AGL. A support cable will be installed along top of knee wall and on top of the dugouts through eyebolts epoxied in concrete every 5'. The bottom of netting shall be continuously sewn to bottom cable throughout. New 24" x.375" steel poles will be installed on along the 1st and 3rd base sidelines. The top cable will be attached to the new steel poles. The top cable will be attached to the new steel poles. (proposal excludes having to add additional tieback point, if required a change order may be issued). The bid must include a minimum two-year installation warranty.

Installation is not required during the dates of, but preference will be given to vendor's who can perform the work during the week of May 10-20,2024.

Vendors must be licensed contractors by the state of West Virginia.

DETAILED SPECIFICATIONS

Successful vendor will be required to furnish and install the following:

- New 24" x .375" steel poles, primed and painted black.
- 1/2" galvanized steel support cable.
- 9/32" cadmium plated steel attachment snaps (cadmium offers superior corrosion protection).
- All supporting bolts, washers, clamps, and other hardware which all conform to the specifications of one or more of the following: ANSI, ASTM, IEEE, NEMA
- All labor, equipment, and shipping charges included.

****Field image mark-up is included for approximate measurements of field, approximate netting dimension, and general location only****

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 **Thursday, April 04, 2024, 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.

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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)



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: _____

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: _____



Required Licenses

Bidders must be licensed contractors by the State of West Virginia and registered to do business in the City of Charleston.

COMPANY NAME:

ADDRESS:

TELEPHONE: _____

WV STATE CONTRACTOR'S LICENSE # _____

EMAIL ADDRESS:

Is your business registered with the Charleston City Collector?

_____ Yes _____ No

If yes, what is your vendor registration number? _____

GENERAL CONDITIONS

- Bid shall be delivered F.O.B. to: the City Manager's Office located at 501 Virginia Street East, Room 101, Charleston, WV 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.
- **Only one bid will be accepted from each vendor.**
- The unit will not be accepted by the City if all specifications and any other requirements have not been met. Return of the equipment, if necessary, will be at the expense of the bidder.
- Any deviations from the bid specifications must be included on a separate sheet and attached to the bid form.
- Enclose with this bid proposal all manufacturer brochures, all warranty agreements on equipment proposed, a list of the company's stockholders, the city's Purchasing Affidavit and any other documents as required by the City and described in this document. Firms must acknowledge the City's protest process, attached herein, by submitting a signed copy with their bid proposal. **Firms may not be considered, at the City's discretion, if any of the listed enclosures are not included with the bid submission.**
- Per City Code, facsimile, telephonic or oral bids will not be accepted.
- Debarred vendors may not submit bids or be awarded contracts.
- The City of Charleston is exempt from state and local taxes.
- The City Council or the City Manager reserves the right to reject any and all bids.
- Contract and Contract Documents

The Contract includes the invitation for bids, proposal, contract form, contract bond, specifications, special provisions, plans, notice to proceed, any change orders and other supplemental agreements that are required to complete the construction of the work in an acceptable manner.

Specifications shall include applicable sections of the West Virginia Department of Transportation Division of Highways Standard Specifications for Roads and Bridges, Adopted 2023 (WVDOH Specifications), including the most recent supplemental

specifications and the Standard Details Book, Volume 1, Drainage, Guardrail, Pavement, Fence, and Markers, Issue Date: May, 2016 (WVDOH Standard Details).

The quantities listed in the contract documents are estimates. The City will pay for quantities actually in place. The City reserves the right to vary the quantities up to 50 % with no change in unit price, except for optional items that may or may not be completed as part of this project.

- **Materials, Services, and Facilities**

The Contractor shall provide and pay for all materials, labor, tools, equipment, and all other services and supplies to complete the project in the specified time except as noted in the Contract Documents.

- **Surveys, Permits, and Regulations**

Survey/Grade information is provided for informational purposes only. The Contractor shall verify existing information and obtain additional information as necessary. The Contractor shall establish horizontal and vertical control as necessary for proper layout of the work.

- **Contractor's Obligations and Retainage**

The Contractor agrees to indemnify, defend and hold the City harmless against any property damage or personal injury claim as a result of any activity resulting from this project. The Contractor shall carry general liability insurance in amounts equal to or in excess of \$1,000,000 per occurrence/claim and shall name the City as an additional insured on its liability policy.

The Contractor shall remove all debris and leave the site in a clean and orderly condition following the completion of the work. The City will hold a 10% retainage pending final acceptance of the job.

The Contractor shall guarantee that his work is free from defects for one (1) year after acceptance of the project by the City.

- **Weather Conditions**

In the event of temporary suspension of work due to inclement weather, or whenever the Engineer shall direct, the Contractor shall, and then cause his subcontractors to carefully protect their work and materials against damage or injury. If, in the opinion of the Engineer, any work or materials have been damaged or injured by reason of failure on the part of the Contractor or his Subcontractors to protect their work, such materials shall be removed and replaced at the expense of the Contractor.

- **Responsibility of Avoiding Structures**

The Contractor shall assume full responsibility for the protection of all property in the vicinity of the project. The Contractor shall notify the Engineer if their work encroaches on structures in the area of the project. The Contractor shall replace or repair anything damaged as a result of the Contractor's work at no additional cost to the City. The Contractor shall be

responsible for notifying all utility companies prior to any construction and shall also be responsible for having any utility lines, valves, meters, manholes, etc. relocated or adjusted that may interfere with the completion of this project. The cost and scheduling of utility relocations shall be included in the base bid and shall be performed at no additional cost to the City.

- Traffic Control

A minimum of one lane of traffic is to be maintained on all streets whenever possible. If necessary, the contractor may close the road during construction. The City Engineer and City Traffic Department shall review and approve the day, time and duration of any requested road closure.

The Contractor shall provide adequate cones, signs, and if necessary flag persons with appropriate clothing and equipment to control traffic during all phases of the operation. It shall be the responsibility of the Contractor to notify the City Traffic Department, the City Engineer and the local residents of traffic and parking disruptions prior to beginning work.

Costs for all traffic control is incidental to the project.

- Cleanup

It shall be the responsibility of the contractor to keep the construction area clean from trash and debris at all times. The final cleanup shall be reviewed by the City Engineer prior to final payment.

- Superintendence by Contractor

The Contractor shall provide a superintendent or foreman who shall have full authority to act for the Contractor.

- Changes in Work

No changes in the work will be allowed without prior approval of the City. Changes will be accounted for by unit bid prices, an agreed lump sum, or the actual cost of labor, materials, rental costs, and other applicable costs.

- Payment and Performance Bonds

At the time of the execution of this contract, the successful bidder shall execute and deliver to the City Payment and Performance Bonds payable to the City of Charleston, both in the amount of **one hundred percent (100%)** of the contract price. As an alternate, the successful bidder may furnish cash bonds or U.S. Government Bonds in the amount of **one hundred percent (100%)** of the contract price for each of the Payment and Performance Bonds. Firms may also elect to provide the City with an irrevocable standby Letter of Credit in the amount of **two hundred percent (200%)** of the contract price, with the City as beneficiary, issued by a reputable lending institution with terms satisfactory to the City and its legal counsel in lieu of performance and payment bonds.

- Licenses

Bidders must be licensed contractors by the State of West Virginia and licensed to do business in the City of Charleston.