

Intent

The City of Charleston on behalf of the Information Systems Department is seeking qualified vendors to provide a City Council Conferencing System solution for the Council Chamber and replace the 3rd floor A/V Room equipment. 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.

While we have mentioned features and products found in Televic's Conferencing System, QSC/Q-SYS Audio/Video equipment, and Sennheiser equipment the words "or equal" are assumed to follow. The solution being provided in the bid must be interoperable with our current Live Streaming feed equipment that provides streaming services for meetings held in both the Council Chamber and the 3rd floor A/V Room. 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 regarding the City of Charleston's intended use.

MANDATORY SPECIFICATIONS FOR COUNCIL CHAMBER

1. **Meeting Environments:** The Council Chamber system must work in meeting environments that are held physically, remotely and hybrid mode.
2. **Hardware, Software and Licenses:**
 - a. Televic Council Meeting Equipment
 - 1 Qty - 71.98.2905 Plixus MME + Dante
 - 1 Qty - 71.98.0035 Confidea WAP G4
 - 1 Qty - 71.98.0028 Confidea WAP PS G4
 - 26 Qty -71.98.0081 Wireless Confidea FLEX G4
 - 26 Qty -71.98.0045 Confidea BP G4
 - 3 Qty - 71.98.0046 Confidea CHT G4 – racked in Leadership room
 - 1 Qty - 71.98.0133 Wired Confidea FLEX
 - 1 Qty - 71.98.2005 Wired uniCOS T/MM10 Mike
 - 28 Qty -71.98.0094 Mike PLM401F
 - 1 Qty - 71.98.1305 T-CAM package CM70
 - 1 Qty - 71.98.1306 IP-CAM CM70
 - 1 Qty - 71.98.1307 IP Cam Wall & Ceiling Mount
 - 4 Qty - 71.98.4014 Unite TH (NORTH AMERICA)
 - 1 Qty - 71.98.4031 Unite AP4 (NORTH AMERICA)
 - 1 Qty - 71.98.4044 Unite CDD-8/4
 - 27 Qty -71.98.1401 L-VT
 - 1 Qty - 71.98.1150 CoCon Meeting Suite
 - 1 Qty - 99.06.0012 Online Project Review
 - 1 Qty - 99.06.0003 TTC Onsite
 - 1 Qty - 99.06.0003-1 TTC Onsite 2nd Day
 - 3 Qty - 99.06.0004 Service Level Agreement (SLA)
 - b. Q-SYS Audiovisual distribution equipment
 - 3 Qty - Q-SYS NV-21-HU

- 1 Qty - Q-SYS SPA2X60 Amplifier with Dante input and can output to existing speakers
 - 1 Qty – Q-SYS TSC-70-G3 Touch Panel with Tabletop Base
 - 1 Qty – Q-SYS I/O USB Bridge Q-SYS POE Bridging Endpoint
- c. Digital Signage LED Display
- 2 Qty – 98” Commercial Style Monitors
 - Must be a Non-Glare Picture for camera capturing
 - Mounting (Wall or Cart)
- d. Network Equipment:
- 24-Port Cat6 POE+ Patch Panel Rackmount 110 Punch Down RJ45 Ethernet 1URM - patch panel - 1U
- e. Additional Hardware:
- Must supply Shielded CAT6 cable for Televic equipment and hardware
 - Must supply CAT6 cable for network equipment and hardware
 - Must supply Premium High-Speed HDMI cable for digital signage displays
 - Must supply 75 ohm shielded coaxial cable for SDI video output from T-CAM units
 - Must supply rack mount UPS with following specifications:
 - a. 1RU
 - b. Minimum power capacity of 1400VA
 - c. Line Interactive technology
 - d. Battery chemistry: Lithium Ion
 - e. Management interfaces:
 - USB
 - RS-232 Serial
 - RJ-45 based ethernet
 - Must supply a Symetrix xIO XLR-Series 1x1

3. Removal of old equipment:

- a. Must uninstall and remove existing equipment and hardware that will not be used in the new system environment.
- b. All equipment and hardware that is being uninstalled and removed must be documented and approved for disposal before actual disposal of equipment and hardware.
- c. Must dispose of all approved equipment and hardware that is being removed from existing system.

4. Installation new equipment and uninstall/removal of old equipment:

- a. Must be Televic Certified to install all Televic equipment installation.
- b. Must have Level 2 certification to install all Q-SYS products
- c. Must have at least Network + certification for installing network equipment.
- d. Must have a licensed electrician for all electrical work
- e. Must install all equipment and hardware related to the new system environment:
 - Must install mountable equipment in the rack under the Mayor’s podium
 - a. Televic MME - 2RU
 - b. 24-Port Cat6 POE+ Patch Panel Rackmount 110 Punch Down RJ45 Ethernet 1URM - patch panel – 1RU

- c. Q-SYS SPA2X60 AMP – 1RU
 - d. T-CAM Video Switcher – ½RU
 - e. Q-SYS NV-21-hu – ½RU
 - f. UPS – 1RU
 - g. Power Distribution – 2RU
- Must install Wireless Access Points in locations for best signal strength with wireless Televic handheld and tabletop microphone units
 - Must install/place Televic tabletop units in their designated locations
 - Must install/mount Q-SYS NV-21-hu devices for use with Digital Signage Displays for public viewing of voting results
- f. Must determine best installation location and mount Digital Signage Displays for public viewing of voting results
- g. Must mount/install T-CAM units
- 1 on each side of the of the Mayor’s podium facing the Council Members Desks (total of 2 T-CAMs)
 - 1 on rear wall to replace existing camera
- h. Must install Symetrix xIO XLR-Series 1x1 for Mult box connection located beside Leadership room access entry door
- i. Must install and connect all data cables that connect all devices on the network and in the new system environment
- Must install network cable based on ANSI/TIA and ISO/IEC standards:
 - a. Must follow standards when laying out cables and equipment.
 - b. Must keep cables away from electromagnetic interference (EMI) and leave space above ceilings for future cables.
 - c. Must use high-quality tools to avoid damaging cables and ensure proper connectivity.
 - d. Must test each cable run to ensure proper functionality.
 - e. Must use T568B for commercial environments
 - f. Must use velcro straps and not zip ties for cable management
 - g. Must use labeling on cable and equipment for cable management and easy identification of cable for troubleshooting and installation.
 - h. Must use shielded CAT6 cables for installation and connecting Televic equipment to each other and the City’s network
 - Must run shielded CAT 6 cable for Televic MME to the Mayor’s UniCOS Tabletop Multimedia unit
 - Must run shielded CAT 6 cable for Televic MME to the City Clerk’s Confidea Tabletop unit
 - Must run shielded CAT 6 cable for Televic G4 AP
 - Must run shielded CAT 6 cable for Televic UNITE AP4
- i. Rack mounted Patch Panel
- Must install 24 port patch panel in rack under Mayor’s podium
 - Must install and terminate 24 shielded CAT6 cables from Leadership closet to patch panel under Mayor’s podium
- j. Must run CAT6 cable to NV-21-hu decoders for digital signage displays from 24 port patch panel
- k. Must install CAT6 to all T-CAM from rack mounted patch panel under Mayor’s podium except one CAT6 cable from rear wall mounted T-CAM.

This CAT6 cable will be installed and routed into the patch panel in the Leadership closet.

- I. Must install and run network cable to Clerk's Desk from patch panel under Mayor's Podium for Assistant City's Clerk's PC.
 - Must connect existing speaker cables to new audio system equipment
 - Must install and connect SDI cables to all T-CAM from video switcher in rack mount under Mayor's podium.
 - Must install and connect all HDMI cables
 - Must install and connect network CAT6 cable from patch panel to Q-SYS TSC-70-G3 located on City Clerk's table
- j. Must install all electrical equipment and hardware needed for providing power to the equipment and hardware in the new system
 - Electrical/Power under the Mayor's podium must meet the needs of the new system
 - Electrical cables and equipment must be installed to provide power to the digital signage displays

5. Configuring new system:

- a. Must be Televic Certified to configure all Televic equipment installation.
- b. Must have Level 2 certification to configure all Q-SYS products.
- c. Must have at least Network + certification for configuring and troubleshooting Q-SYS products on the City's network.
- d. Must install the most recent and stable version of all software available on all equipment and hardware before "Go-Live"
- e. All components and functionality must be tested and confirmed operational before "Go-Live"
- f. Televic equipment, software and hardware must be configured to provide minimal network delay (less than 1 frame) to preserve lip-sync.
- g. Televic equipment, software and hardware must be configured to provide a web-based interface for simple control of meeting initialization and microphone management to interpretation channels, audio routing, camera control.
- h. Televic equipment, software and hardware must be configured to provide and preserve lip-sync audio and video out to a Q-SYS audiovisual network for distribution to:
 - City's network
 - Council Chamber's wall-mounted speakers
 - City's 3rd floor A/V Room for audiovisual display when Chamber meets maximum occupancy
 - streaming service
 - Mult box for local media consumption
- i. Televic equipment, software and hardware must be configured to store and easily access audio recordings for archiving and for assisting with the writing of meeting minutes.
- j. Televic equipment, software and hardware must be configured to individual microphone sensitivity and equalizer adjustments.

- k. Televic equipment, software and hardware must be configured for Request mode for microphone use but easily changed to one of the following modes if a decision is made to change it in the future:
 - Direct Speak,
 - Request,
 - Group Discussion,
 - Operator,
 - or Hands-free mode.
- l. Televic equipment, software and hardware must be configured to provide the same performance across 3rd party devices without degradation.
- m. Televic equipment, software and hardware must be configured with an application for monitoring, managing and diagnosing system and equipment for health and connectivity.
- n. Televic equipment, software and hardware must be configured for no rogue devices to connect.
- o. Televic wired uniCOS T/MM10 Mike tabletop unit must be configured as a Televic “Chairman” role in the Televic system.
- p. Televic wired uniCOS T/MM10 Mike tabletop unit must be configured for on-screen priority and next button for “Delegate” role microphone control.
- q. Televic wired uniCOS T/MM10 Mike tabletop unit must be configured Active Speaker / Request and Reply list overview.
- r. Televic wired uniCOS T/MM10 Mike tabletop unit must be configured for managing and running the agenda items, voting items, and meeting information.
- s. Televic wired uniCOS T/MM10 Mike tabletop unit must be configured to view speech time progress bar and mute when time has lapsed.
- t. Televic wired uniCOS T/MM10 Mike tabletop unit must be configured for voting and visualization of voting results.
- u. Televic wired uniCOS T/MM10 Mike tabletop unit must be configured for visualization of meeting agenda items and documents relating to agenda items.
- v. Televic wired uniCOS T/MM10 Mike tabletop unit must be configured for messaging.
- w. Televic wired and wireless Confidea FLEX tabletop units must be configured as a Televic “Delegate” role in the Televic system.
- x. Televic wired and wireless Confidea FLEX tabletop units must be configured for Request-to-Speak.
- y. Televic wired and wireless Confidea FLEX tabletop units must be configured to provide meeting information such as agenda topic, who is speaking, position in request list, speech timers, and voting on interactive display.
- z. Televic wired and wireless Confidea FLEX tabletop units must be configured with Haptic feedback on touchscreen.
- aa. Televic wired and wireless Confidea FLEX tabletop units must be configured to provide light sensor for automatic luminance adjustment.
- bb. Televic wired and wireless Confidea FLEX tabletop units must be configured for voting input on agenda items.
- cc. Televic wired and wireless Confidea FLEX tabletop units must be configured with T-CAM video when microphone is active to show closeup councilmember and video switch to active user.
- dd. Televic Unite TH wireless handheld units must be configured for use in the system.

- ee. Televic Unite TH wireless handheld units must be configured for City administrative staff.
- ff. Televic Unite TH wireless handheld units must be configured for Public speaking use.
- gg. Televic T-CAM system must be configured and integrated with the Televic system environment for:
 - Controlling T-CAM settings for initial setup:
 - a. Preset cameras with default views when microphones are activated and deactivated
 - b. Preset cameras to view designated areas when microphone is activated:
 - Mayor's wired UniCOS microphone is active
 - City Clerk's wired Confidea microphone is active
 - Each Councilmember's wireless Confidea microphone is active
 - Each Televic Unite TH microphone is active
 - c. Preset rear wall mounted camera to view large signage display when posting voting results
 - Setting the T-CAM Video Switcher for:
 - a. Video distribution to and from CoCon software for management and administration of Televic T-CAM system.
 - b. Switching T-CAMs' pan/tilt/zoom settings based on presets of activated microphones and default pan/tilt/Zoom.
 - c. Video distribution to:
 - City's network
 - Q-SYS NV-32-H encoder
 - 3rd Floor A/V Room
 - Streaming device
- hh. Televic CoCon Meeting Suite must be installed and configured for:
 - Accessibility from networked devices.
 - Use on multiple devices:
 - a. Install and configure CoCon Room Server and Discussion applications on PC with SQL Server Instance as the main Control System PC
 - b. Install and deploy CoCon Discussion on device used during meeting sessions and device that will be used for creating meeting sessions prior to meeting.
 - Deploy CoCon Discussion for:
 - a. Initial setup and deployment of:
 - Room Configurator
 1. Must create initial synoptic room layout that replicates the Chamber and represents the physical position of all all Televic products installed in Council Chamber.
 2. Must setup for future editing capability if room and Televic equipment change.
 - Meeting Manager
 1. Must create initial database containing all relevant meeting information and replicate as a template for quick reuse:
 1. Create meeting, title, time, conference settings.
 2. Create council member database

3. Defining timers for various concepts in the meeting (global and/or member speech time, public speaker speech time, agenda item time, etc.)
 4. Information per member
 5. Create member assignment to microphone unit
 6. Create agenda with discussion, voting and lecturer items
 7. Prepare software for agenda offline
 8. Create Voting templates with preset parameters
- Operator Application
 1. Must be configured for control and operation of the system during the meeting session.
 2. Use must see and manipulate activity, have clear view of meeting synoptic, and define the interaction of the council members. Functionality configuration includes:
 1. Microphone activation control via the synoptic layout, microphone number list and delegate name.
 2. Controlling the meeting mode settings.
 3. Speech Time management.
 4. Start/Stop or Pause a meeting.
 5. Access advanced statistics overview of meeting agenda, members, and groups
 - CoCon Voting
 1. Agenda/Voting Timer
 2. Define voting mode
 3. Define the voting buttons
 4. Ability to modify voting buttons
 5. Define who can participate in the voting
 6. Define who can see the overall results
 7. Printing the voting agenda
 8. Enable quorum
 9. Vote indication
 10. Voting correction
 11. Voting templates
 12. Hung vote solution
 13. Majority
 14. Define outcome message
 15. Advanced options for abstain votes
 16. Define who can see the individual voting results
 17. Define voting authorities
 - CoCon Signage
 1. Initial configuration of Signage Application for displaying the meeting information on large signage displays to include but not limited to:
 1. Voting Results

2. Room Layout
 3. Meeting agenda
 4. Documents related to agenda items
 5. Speech times
 6. Voting times
 7. Speaker request list
- ii. Q-SYS equipment configuration:
- 1 - NV-21-H Encoder for:
 - a. Televic Video Switcher input
 - b. Televic CoCon Signage display input
 - 2 - NV-21-H Decoders for:
 - a. Displaying Televic T-CAM one large digital signage display while displaying Televic Signage template on the other large digital signage display
 - b. Displaying Televic Signage voting results on both displays during Voting items
 - To distribute Televic audio and video routing across the City network
 - Create Council Chamber Controller configuration with Q-SYS UCI editor for Q-SYS TSC-70-G3, iOS, and android devices in Q-SYS Designer to manage and control audio and video sources that are distributed to:
 - a. City's network
 - b. Q-SYS NV-32-H Core
 - c. 3rd Floor A/V Room
 - d. Streaming device

MANDATORY SPECIFICATIONS FOR THE LEADERSHIP ROOM

1. **Environment:** The Leadership Room closet will house City network, Televic and Q-SYS equipment that must be installed and configured for distribution of all audiovisual communication across the City's network.
2. **Hardware, Software and Licenses:**
 - a. 1 Qty - 12U Wall mount open frame network rack
 - b. 1 Qty - 24-Port Cat6 POE+ Patch Panel Rackmount 110 Punch Down RJ45 Ethernet 1URM - patch panel - 1U
 - c. 1 Qty - Q-SYS NV-32-H Core USB 3.0/ HDMI 3-inputs/HDMI 2- outputs Digital Signal Processor
 - d. 1 Qty - Q-SYS SLQCMS-NV32-P Core Mode Streaming for NV-32-H
 - e. 2 Qty - Q-SYS SLQBR-P AV Bridging for Touch Panels
 - f. 1 Qty - Q-SYS SLMST-8N-P Bundle for MS Teams, Q-SYS Scripting Engine, and UCI Deployment License
 - g. 1 Qty - Q-SYS SLDAN-8-P Software Based Dante
 - h. 1 Qty - Rack Mount UPS with following specifications:
 - 1RU
 - Minimum power capacity of 1400VA
 - Line Interactive technology
 - Battery chemistry: Lithium Ion

- Management interfaces:
 - a. USB
 - b. RS-232 Serial
 - c. RJ-45 based ethernet
- i. 1 Qty - Power Distribution Unit for wall mount rack
- j. Additional Hardware:
 - Must supply Shielded CAT6 cable for Televic equipment and hardware
 - Must supply CAT6 cable for network equipment and hardware
 - Must supply Premium High-Speed HDMI cable for NV-32-H to Streaming Device
 - Electrical equipment and hardware to power City network, Televic and Q-SYS equipment

3. Installation new equipment and uninstall/removal of old equipment:

- a. Must be Televic Certified to install all Televic equipment installation.
- b. Must have Level 2 certification to install all Q-SYS products
- c. Must have at least Network + certification for installing and connecting to network equipment.
- d. Must have a licensed electrician for all electrical work
- e. Must install all electrical equipment and hardware needed for providing power to the equipment and hardware in the new system
 - Electrical/Power in the Leadership Room closet must meet the needs of the new system
- f. Must install the 12U Wall mount open frame network rack with easy access to equipment and cables for quick identification and troubleshooting purposes.
- g. Must install the 24-Port Cat6 POE+ Patch Panel Rackmount 110 Punch Down RJ45 Ethernet 1URM - patch panel - 1U
- h. Must label patch panel ports for quick identification and troubleshooting purposes
- i. Must install NV-32-H Core in the Leadership room rack mount
- j. Must install Rack Mount UPS in the Leadership room rack mount
- k. Must install Power Distribution Unit in the Leadership room rack mount
- l. Must install the 3 Televic Confidea CHT G4 battery banks in the Leadership room rack mount and connect to City network switch for monitoring equipment.
- m. Mount Streaming Device close to NV-32-H for optimal HDMI signal feed
- n. Must install network cable into all equipment in the Leadership Room and Leadership Room closet
 - Must follow the same standards as mentioned above in the Council Chamber's specifications.
 - Must install CAT6 and shielded CAT6
 - a. Install and terminate Shielded CAT6 from Chambers to the leadership room's patch panel
 - b. Shielded CAT6 from City network switch in Leadership room to Symetrix xIO XLR-Series 1x1 located beside Chambers access entry door to Leadership room
 - c. 2 separate CAT6 cables from rear wall mounted T-CAM in Chamber to the City network switch in Leadership room
 - Must label all cables for quick identification and troubleshooting purposes

- o. Uninstallation and removal of old equipment and hardware will take place once new system is fully operational and the old system is no longer needed.

4. Configuration of equipment and hardware in the Leadership room and Leadership room closet:

- a. All new equipment and hardware must be connected, accessible, and identifiable on the network appropriately to meet security and network protocols.
- b. Q-SYS NV-32-H Core must be configured as the Core Processor for the entire audiovisual management of the environment.
- c. Q-SYS NV-32-H Core must be configured in Decoder mode to distribute audiovisual feed to the streaming device via HDMI.
- d. Streaming Device must be configured on the City network to upload stream to Civic Clerk web application.
- e. All equipment and hardware must be connected, accessible, and identifiable on the network for use in Q-SYS Designer Application.
- f. Q-SYS Designer Application must be used to:
 - Create Digital Signal Processing (DSP) design for the City's Q-SYS Platform system that operates audiovisual components in the Council Chamber and the 3rd floor A/V Room of City Hall
 - Integrate the Televic audiovisual outputs, 3rd party peripherals/components and Q-SYS native equipment/components within the Q-SYS Ecosystem to distribute the AV feeds to numerous endpoints:
 - a. Streaming Device
 - b. Signage Displays in Council Chamber
 - c. Council Chamber's loudspeakers
 - d. Council Chamber's Televic microphones
 - e. Council Chamber's Televic Meeting Information and voting results
 - f. Multibox for local media
 - g. Council Chamber's Touch Panel for controlling audio/video routing
 - h. 3rd floor A/V Room's Touch Panel for controlling audio/video routing
 - i. 3rd floor A/V Room's Display monitors
 - j. 3rd floor A/V Room's Loudspeakers
 - k. 3rd floor A/V Room's microphone
 - l. 3rd floor A/V Room's Q-SYS PTZ12X80 Cameras
 - m. 3rd floor A/V Room's Q-SYS SPA2X60
 - n. 3rd floor A/V Room's Q-SYS Ii/O USB Bridge Endpoint
 - o. 3rd floor A/V Room's Q-SYS Barco Clickshare Wireless A/V Delivery System
 - Create Interactive Control Panels for use in the Council Chamber and A/V Room for:
 - a. Q-SYS Touch Panels
 - b. Windows 11 devices
 - c. iOS
 - Create the audiovisual schematic for the core processor to manage the audiovisual routing for multiple scenarios:
 - a. All audio must be appropriately mixed and configured for optimum sound across all audio outputs.
 - b. City Council Meeting audiovisual routing configuration:

- Audiovisual routing from Televic system must always be sent to Council Chamber's loudspeakers streaming device and the xIO XLR-Series 1x1 when council is in session.
 - Audiovisual routing from Televic system must be configured on Q-SYS User Control Interface (UCI) enabled devices to turn on and off the Audiovisual feed to play on the display monitors and loudspeakers in the 3rd floor A/V Room.
 - Visual routing of the Televic meeting information must be presented on digital signage displays for the public and members of the council to view during council meetings.
 - Q-SYS User Control Interface (UCI) enabled devices must be configured to switch between Televic components depending on Voting item, agenda item and speaker.
 - Q-SYS User Control Interface (UCI) enabled devices must be configured to turn and off equipment with a single click of a button on the UCI.
- c. 3rd A/V Room audiovisual routing configuration:
- Audiovisual routing from Q-SYS PTX Camera (located on back all) and Ceiling Microphone must always be sent to 3rd floor A/V Room display monitors (when appropriate), loudspeakers, and streaming device when council committee meetings are in session.
 - Audiovisual routing from 3rd floor room system must be configured on Q-SYS User Control Interface (UCI) enabled devices to control and manage audiovisual outputs on the display monitors, microphone and loudspeakers in the 3rd floor A/V Room.
 - Q-SYS User Control Interface (UCI) enabled devices must be configured to switch between input sources.
 1. Large Interactive Touch Screen Smart Board
 2. Bring your own devices (BYODs)
 3. 3rd floor AV PC
 4. Elmo Document Viewer device
 - Q-SYS equipment and User Control Interface (UCI) enabled devices must be configured to switch between teleconferencing platforms and VoIP modes.
 - Q-SYS equipment and User Control Interface (UCI) enabled devices must be configured to switch between input sources.
 - Q-SYS User Control Interface (UCI) enabled devices must be configured to turn and off equipment with a single click of a button on the UCI.

MANDATORY SPECIFICATIONS FOR THE 3rd floor AV ROOM

1. Environment: The 3rd floor A/V Room will house City network Q-SYS equipment, and integrated equipment that must be installed and configured for distribution of all audiovisual communication across the City's network.

2. Hardware, Software and Licenses:

- a. 1 Qty – Q-SYS TSC-70-G3 Touch Panel with Tabletop Base
- b. 2 Qty – Q-SYS PTZ12X80 PTZ 12X Zoom Cameras
- c. 1 Qty – Q-SYS SPA2X60 Amplifier with Dante input and can output to existing speakers
- d. 1 Qty – Q-SYS I/O USB Bridge Q-SYS POE Bridging Endpoint
- e. 5 Qty – Q-SYS NV-21-HU
- f. 4 Qty – Q-SYS AC-C6T Q-SYS 2-way (6.5" LF & 1" HF) Ceiling Speakers
- g. 1 Qty – CX-20 Barco Clickshare Wireless AV Delivery System
- h. 1 Qty – TeamConnect Sennheiser Ceiling Array Microphone
- i. 1 Qty – HD-70RX Liberty HDMI Sender/Receiver (over CAT6) System
- j. 1 Qty – 86Pro Lite the Nite 86" Interactive 4K Touch Panel (with Windows 11 computer on board, 20-points of touch).
- k. 1 Qty – Lite the Nite Wall Mount
- l. 2 Qty – 65UR340C9UD LG 65" Commercial Panel
- m. 2 Qty – LMT1U Chief Wall Mounts for LG 65"
- n. Rack Mount UPS with following specifications:
 - 1RU
 - Minimum power capacity of 1400VA
 - Line Interactive technology
 - Battery chemistry: Lithium Ion
 - Management interfaces:
 - a. USB
 - b. RS-232 Serial
 - c. RJ-45 based ethernet
- o. Power Distribution Unit for wall mount rack
- p. Additional Hardware:
 - Must supply CAT6 cable for network equipment and hardware
 - Must supply Premium High-Speed HDMI cable for NV-32-H to Streaming Device
 - Electrical equipment and hardware to power City network and Q-SYS equipment.

3. Installation new equipment and uninstall/removal of old equipment:

- a. Must have Level 2 certification to install all Q-SYS products.
- b. Must have at least Network + certification for installing and connecting to network equipment.
- c. Must have a licensed electrician for all electrical work.
- d. Must install all electrical equipment and hardware needed for providing power to the equipment and hardware in the new system.
- e. Must uninstall and remove old equipment from the A/V Room and the A/V Room closet. The removal of equipment and hardware must follow same procedure as documented above under the Council Chamber section.
- f. Must install new equipment in rack.
- g. Must install new touch panel and I/O Bridging Endpoint.
- h. Must install new cameras and mounts.

- i. Must install the Interactive Touch Panel, wall mount and NV-21-hu.
 - j. Must install new 65" LG Commercial Panels, wall mounts and NV-21-hu.
 - k. Must install Barco Clickshare device and NV-21-hu.
 - l. Must install new ceiling microphone array
 - m. Must install new ceiling speakers.
 - n. Must pull and install all cabling.
 - Must follow the same standards as mentioned above in the Council Chamber's specifications.
 - Must label all cables for quick identification and troubleshooting purposes
- 4. Configuration of equipment and hardware in the Leadership room and Leadership room closet:**
- a. All new equipment and hardware must be connected, accessible, and identifiable on the network appropriately to meet security and network protocols.
 - b. All devices must be accessible by the Q-SYS NV-32-H Core so they can be controlled through the Q-SYS Audiovisual system.
 - c. All AV equipment must be programmed and controlled by the approved UCI enabled devices for the A/V Room.
 - d. UCI must be configured to manage the operations and settings of all AV equipment in the A/V Room.
 - Must be able to turn on and off AV equipment when starting a meeting or training event in the A/V Room.
 - Must be able to easily switch between sources.
 - Must be able to easily change what source is displaying on each monitor independently from the other displays.
 - Must be able to control audio settings
 - Must be able to automatically reset to default settings daily
 - e. Must configure Interactive Touch Panel for use on the City network and programmed for use in the A/V Room environment.

MANDATORY SPECIFICATIONS FOR KNOWLEDGE TRANSFER, TESTING, GO-LIVE, HARDWARE, SOFTWARE SUPPORT & PRICING BREAKDOWN

1. Knowledge Transfer:

- a. Must provide all system files used to generate the production environment for the entire project.
- b. Must provide training on all equipment
 - Televic must provide training from to the end users to ensure smooth hand-off with minimal downtime.
- c. Must provide user tutorials on all equipment
- d. Must provide documentation on all equipment

2. Testing:

- a. All equipment, hardware and software must be tested prior to installation:
 - Functional out-of-the-box
 - Accessible on City network

- Configuration of equipment, hardware and software:
 - a. UCI designs must be tested with equipment for proper functionality
 - b. Televic equipment must operate based on configuration before installation
 - c. Audiovisual routing of equipment must be tested prior to the installation of the equipment
 - d. Q-SYS Core Processor and all equipment must be visible on the City network
 - e. Q-SYS Core Processor and all equipment must be visible in the Q-SYS Designer Application
 - f. Must test Q-Lan and Dante network traffic on City's network for performance issues
- Televic Rep must be on site to review and confirm proper configuration and installation.

3. Go-Live:

- a. Must be ready and able to Go-Live in under two weeks from pulling any equipment the day after Council Meeting.
- b. The integrator must be on site during the first 3 Finance Committee and Council meetings.
- c. Must have a Televic Support Rep available on call for any potential issues during the first 3 Finance Committee and Council meetings.

4. Hardware & Software Technical Support, Maintenance and Service Level Agreement (SLA)

- a. Must provide first year Technical Support, Maintenance and SLA for all equipment, hardware, software and services.
- b. Must provide the ability to add additional 2 yrs of Technical Support, Maintenance and SLA for all equipment, hardware, software and services.

5. Pricing breakdown

- a. The bid must include a detailed breakdown of costs, clearly indicating:
 - **Labor costs** for cabling installation and terminations.
 - **Material costs**, including hardware, cabling, connectors, mounting brackets, and any accessories.
 - **Equipment costs** for the network hardware specified.
 - **Any recurring costs** (e.g., Service Level Agreements).
 - **Note:** All costs should be itemized to provide transparency in pricing.

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 in as much 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.

Bid Bond

A 5% bid bond is required for submission.

Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting has been scheduled for Wednesday, February 19, 2025 at 10 am at City Hall, located at 501 Virginia Street East, Charleston, WV.

Technical Questions/Amendments

Technical questions may be submitted to bids@cityofcharleston.org by Friday, February 28, 2025, 3:00 p.m. Any amendments will be issued by Friday, March 7, 2025.

Paper Bidding

Electronic bid submission via BidExpress is preferred (link is available on the City's Bids and Purchasing webpage) but the City will also accept paper bids.

E-mail submissions will not be accepted.

Receipt and Opening of Bids

Sealed bids will be received by the City Manager until **Friday, March 14, 2025, 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.

By submitting a bid for this procurement, you acknowledge and agree to supply the materials and perform the services as detailed in this solicitation, including accepting the terms and conditions associated with it.

Questions regarding the submission of paper bids should be directed to bids@cityofcharleston.org or by calling 304-348-8014.

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.

3rd Floor AV Room - Conference Style Layout

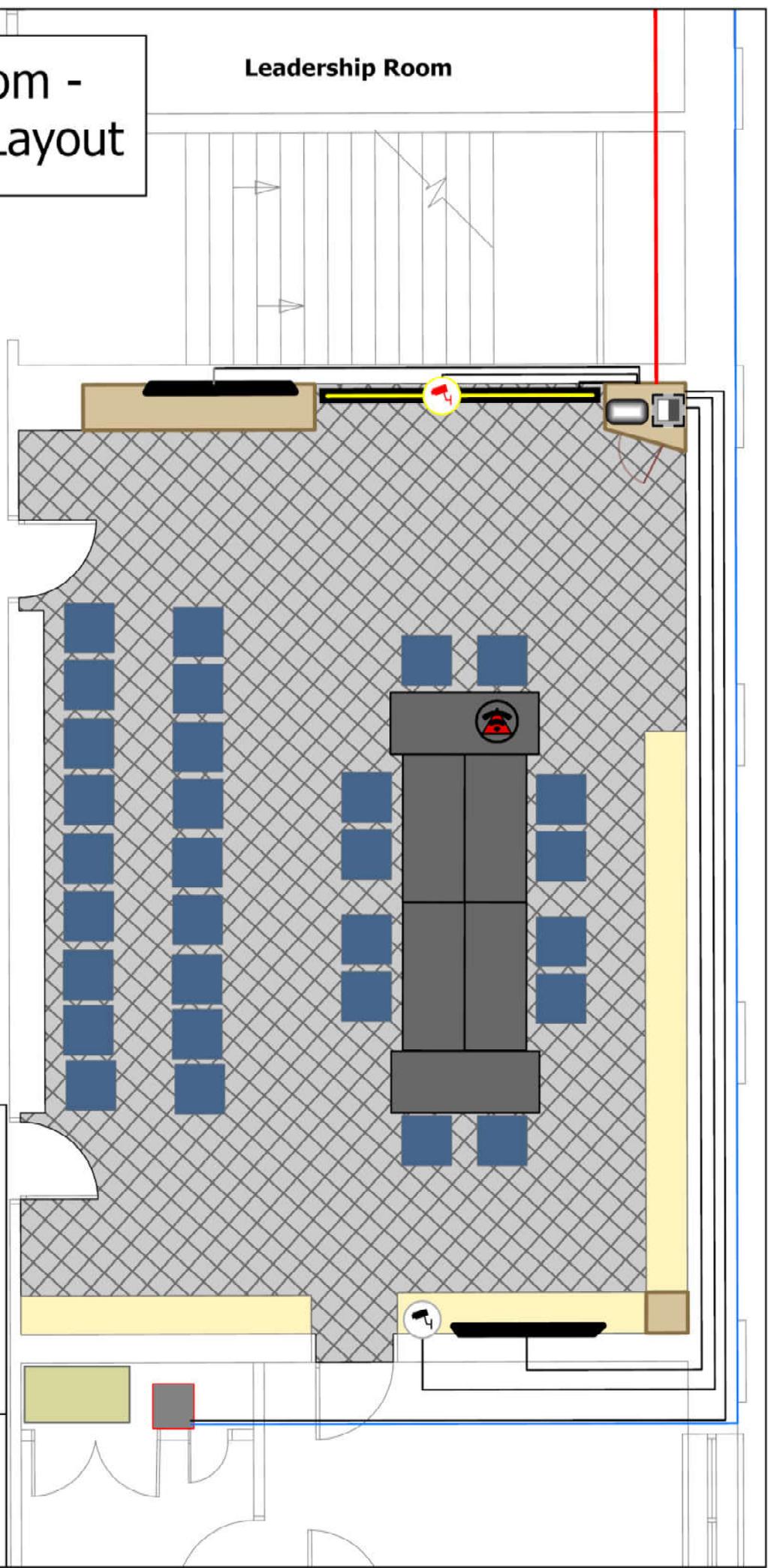
Leadership Room

3rd Floor Hallway

-  Camera
-  Camera - Proposed 2nd
-  Wireless
-  Wireless Display Port
-  Touch Pad Console
-  Elmo Device
-  Monitor
-  Projector
-  System Ethernet
-  Streaming Ethernet
-  Council to AV Room Display
-  Counter Cabinet
-  Chairs
-  Bench Style seating
-  Table
-  Table - stored in closet
-  IT Rack
-  HVAC
-  AV Room

NOTE:

- Wireless AP - TBD
- The cabinet space under countertop with Touch Pad and Elmo device may be used for conferencing system equipment.



3rd Floor AV Room - Training Style Layout

Leadership Room

3rd Floor Hallway

-  Camera
-  Camera - Proposed 2nd
-  Wi-Fi
-  Wireless Display Port
-  Touch Pad Console
-  Elmo Device
-  Monitor
-  Projector
-  System Ethernet
-  Streaming Ethernet
-  Council to AV Room Display
-  Counter Cabinet
-  Chairs
-  <Null>
-  Table
-  Table - stored in closet
-  IT Rack
-  HVAC
-  AV Room

NOTE:

- Wireless AP - TBD
- The cabinet space under countertop with Touch Pad and Elmo device may be used for conferencing system equipment.

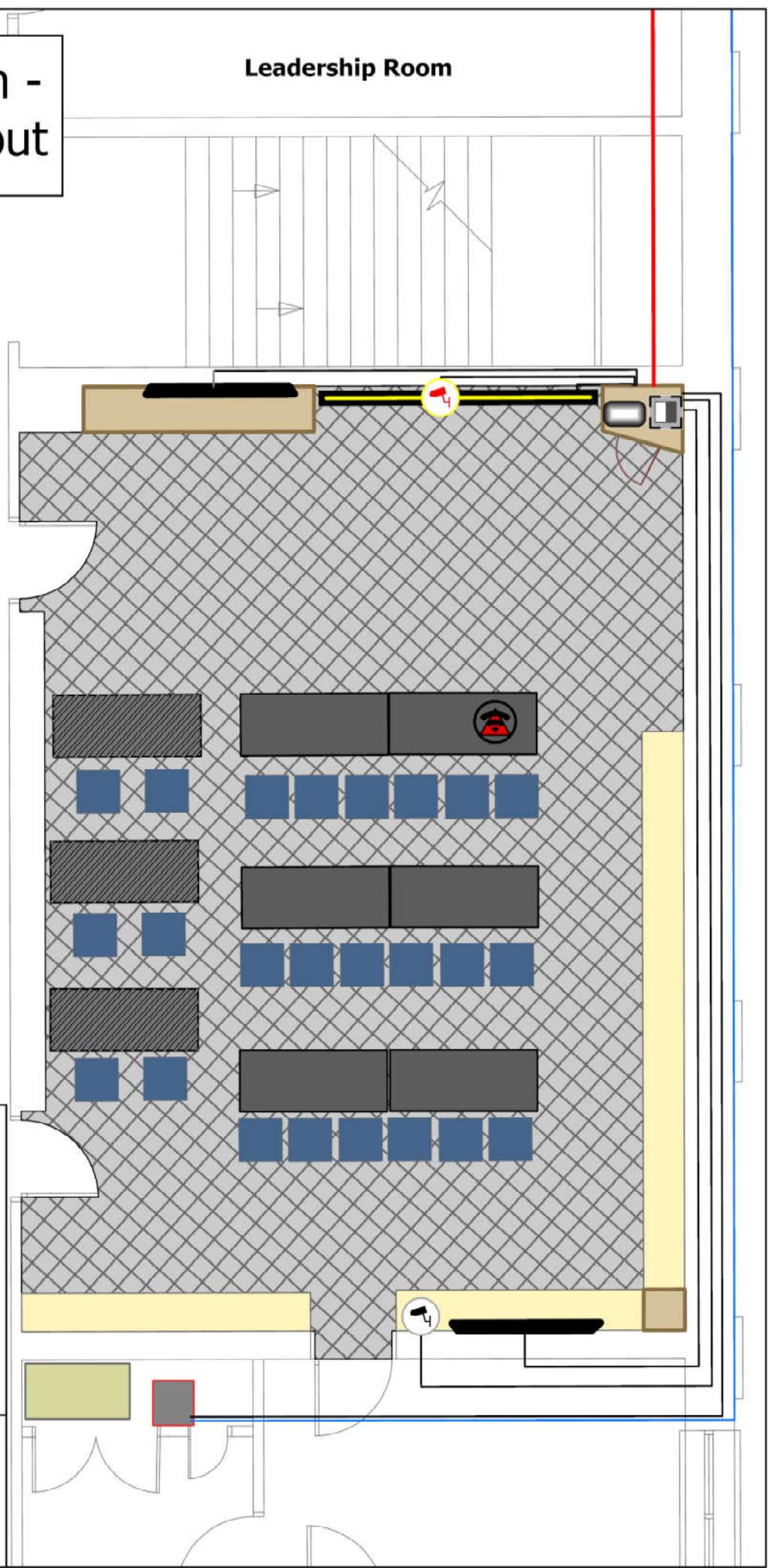
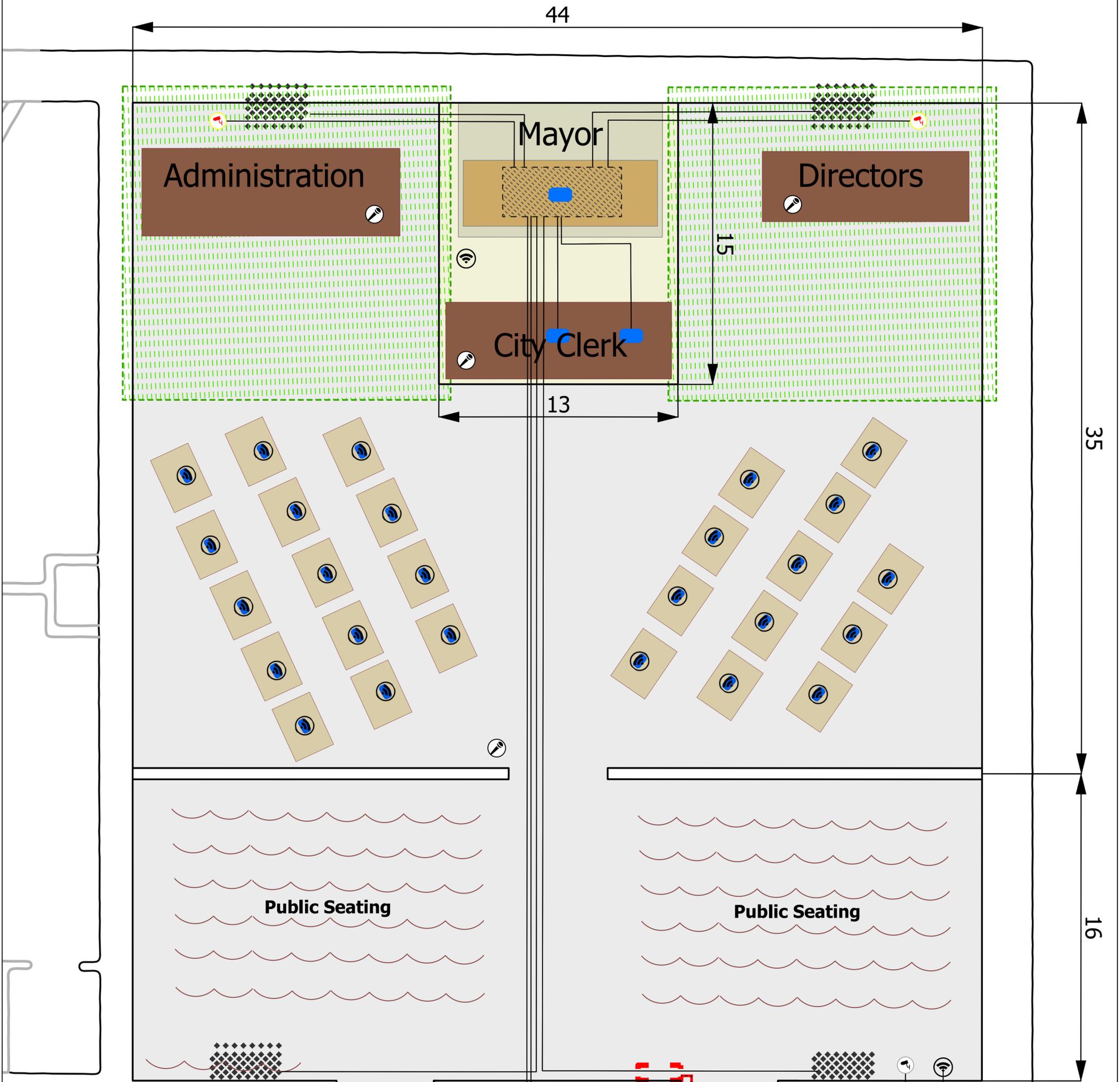
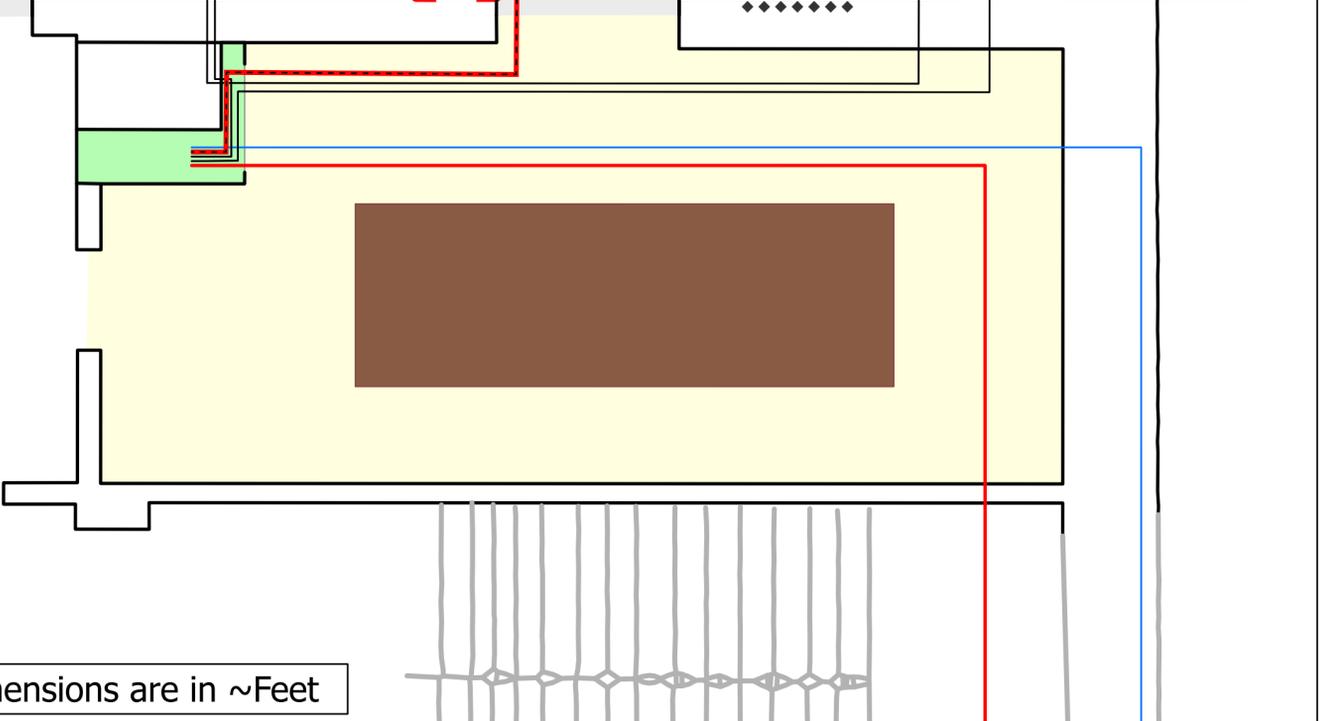


Diagram 1 - City Council Chamber

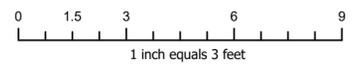


Council Chamber Floor Plan

- Camera
- Camera - Proposed Locations
- Wireless
- Wireless Unit
- Wired Unit
- Wireless Handheld Mic
- Council Desks
- First Platform
- Second Platform
- Mayor's Podium
- Audio System/Controller
- Mult Box
- Speaker
- Network Equipment
- Conference Tables
- Leadership Room
- Council Chambers
- Area for potential location of display monitor(s)
- Streaming Ethernet
- System Ethernet
- Council to AV Room Display
- Mult Box cable



NOTE: Dimensions are in ~Feet



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: _____



**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: _____



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? _____

VENDOR PROTEST ACKNOWLEDGMENT

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 **Interim City Manager's Office, Attention: Andy Wood 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:



Construction Projects Handbook

Office of the City Collector
915 Quarrier Street, Suite 4
Charleston, WV 25301
(304)348-8024 | (304)347-1810 fax
Website: www.charlestonwv.gov
Email: constructionprojects@cityofcharleston.org



Office of the City Collector

915 Quarrier St., Suite 4 | Charleston, WV 25301 | (304) 348-8024 | (304) 348-0734 (fax)
www.charlestonwv.gov
constructionprojects@cityofcharleston.org

Construction Projects Handbook Table of Contents

| <u>Topic</u> | <u>Page(s)</u> |
|---|----------------|
| Introduction to Charleston Municipal Business and Occupation Tax..... | 3 |
| Business & Occupation Tax Overview..... | 4 |
| Business & Occupation Tax Contracting Frequently Asked Questions..... | 5-6 |
| State of West Virginia Code for Construction Projects..... | 7-8 |
| Code of the City of Charleston – Business & Occupation Privilege Tax..... | 9-14 |
| Procedures for Authorization to Release Final Payment/Retainage..... | 15 |

Appendix:

- (A) Business Registration Application
- (B) Business & Occupation Tax Return and Instructions
- (C) City Service Fee Return and Instructions
- (D) Subcontractor/Supplier/Installation & Service Provider Information Form
- (E) Subcontractor/Supplier/Installation & Service Provider Payment Notification Form
- (F) Example of a Release Letter

INTRODUCTION TO THE CITY OF CHARLESTON MUNICIPAL BUSINESS AND OCCUPATION TAX FOR CONSTRUCTION PROJECTS

Before starting any contracting work in the City of Charleston, all contractors must be registered with the Office of the City Collector (“City Collector”), and be current on all city taxes and fees. The Office of the City Collector is responsible for tracking and collecting all taxes and fees due on any and all construction projects in Charleston. If you are not currently registered with our office, but intend to perform construction work in the city, please complete a *Business Registration Application* and return it to our office.

The purpose of this Project Handbook is to educate individuals performing contracting activities in the City of Charleston of their Business and Occupation (“B&O”) Tax responsibilities, as outlined in Chapter 110, Article II of the Code of the City of Charleston. Included in this handbook are pertinent sections of the state and city code regarding B&O taxes as they relate to contracting activities. In addition, we have also included examples of various forms and documents utilized by our office in our continuing effort to monitor and track your project throughout the construction process.

Any construction project with an estimated cost of \$50,000 or more will be monitored and tracked by our Tax Compliance staff. A Tax Compliance Officer will work closely with you throughout the duration of the project. In order to determine the proper amount of taxes and fees due, we will request complete lists of payments you received during the course of the project, as well as any and all payments made to subcontractors, service providers (architects, engineers, etc.), and suppliers, if applicable.

If you employ, utilize, or enter into a separate contract with any subcontractors, you should withhold at least two percent (2%) of the final contract amount from all subcontractors until a release is issued from the Collectors Office certifying that all taxes and fees due, including final payment/retainage, on this project have been reported/paid. Although the final payment/retainage may not have been issued to the subcontractor, the 2% B&O Tax on the final payment/retainage must be paid prior to the issue of an authorization to release funds. Please complete a *Subcontractor/Supplier/Installation & Service Provider Information Form* (see appendix D) for each contractor, supplier, installation & service provider you will be using.

We will make every effort to collect the taxes and fees due from your subcontractors. If they fail to report/pay their taxes and fees, you will be held responsible for their liability. Therefore, it is in your best interest as a general contractor, to make sure that all subcontractors that you hire are made aware of their B&O Tax liability to the City.

In addition to registering with the City Collector, all contractors must register with and obtain a contractor’s license from the City Building Department. If you have any questions regarding your contractor license, please contact the Building Department at 348-6833.

The City Collector and Building Department are located in City Service Center at 915 Quarrier Street, Suite 4. Their offices are open daily Monday through Friday, 8 a.m. until 5 p.m., except holidays. Both departments are ready to assist you with any questions you may have regarding your city responsibilities and obligations.

BUSINESS & OCCUPATION TAX OVERIEW

The City of Charleston broadly imposes a Business & Occupation (“B&O”) Privilege Tax upon all persons for the act or privilege of engaging in business activities within the City. The term “business” shall include all activities engaged in or caused to be engaged in with the object of gain or economic benefit, either direct or indirect. In determining whether a business is engaged in for “direct or indirect economic gain or benefit”, the lack of profit suffered in said activity is not relevant; nor is it material that the business was engaged in without profit as the primary motivation.

B&O Tax is measured by the application of rates against values of products, gross proceeds of sale, or gross income of the business, as the case may be. All persons engaging in business activities in Charleston are subject to the B&O Tax unless specifically exempted by Chapter 110, Article II, Section 110-63 of the Code of the City of Charleston.

Certain occupations and business activities are classified, and the classifications are significant inasmuch as the tax liability varies because of the different rates established for the types of business activities engaged in by the taxpayer. The business activity usually determines the taxable classification, and where different business activities are conducted, the taxpayer is liable for tax under each taxable classification involved. If you are uncertain as to your business activity or how your business should properly calculate the tax, please contact our office.

B&O Tax returns are due within one month following the end of the taxable quarter. Quarterly payments are due in April, July, October and January. Penalty and interest will be applied against any return that is received after these months. If you did not conduct business activity during a particular reporting period, you still **must file a “zero” return.**

BUSINESS & OCCUPATION TAX CONSTRUCTION FREQUENTLY ASKED QUESTIONS (FAQ'S)

Q. WHO IS REQUIRED TO FILE?

A. All persons who are engaged in business within the City of Charleston are required to file B&O Tax returns. Persons domiciled outside the city limits who (a) lease tangible personal property to lessees in the municipality, or (b) **perform construction or installation contracts in the municipality**, or (c) render services to others therein, are doing business in the municipality, irrespective of the domicile of such persons, and irrespective of whether or not such persons maintain a permanent place of business in Charleston.

Construction, Supplier, Installation or Service Contracts in the City of Charleston:

When the business involves a construction, supplier, installation or service contract in the City of Charleston, no deduction from the measure of the tax is permitted, even though the contractor is domiciled outside Charleston, and maintains a place of business outside the municipality.

Construction, Supplier, Installation or Service Contracts Outside the City of Charleston:

When the business involves a construction, supplier, installation or service contract outside the City of Charleston, the tax does not apply to any part of the income derived therefrom, even though the contractor is domiciled in Charleston, and maintains a place of business therein, which may contribute to the contract performed outside the municipality.

Q. I WAS HIRED BY A GENERAL CONTRACTOR ON A PROJECT, AM I STILL REQUIRED TO PAY B&O TAXES ON THIS PROJECT?

A. Yes. You are responsible for B&O Tax on any and all gross receipts you receive for performing contracting activities Charleston. This includes any and all work performed for a general contractor. The revenue received must be reported and the taxes due must be paid to the City in the quarter that the funds are received.

Q. MY BUSINESS IS ALREADY REGISTERED WITH THE STATE OF WEST VIRGINIA. DO I STILL NEED TO REGISTER WITH THE CITY OF CHARLESTON?

A. Yes. The City is a separate and distinct entity from the State of West Virginia.

Q. WHAT IS GROSS INCOME?

A. Gross income means the gross receipts of the taxpayer, without any deduction on account of the cost of property sold, the cost of materials used, labor costs, taxes, royalties paid in cash or in kind or otherwise, interest or discount paid or any expense whatsoever.

Q. WHAT IS THE CONTRACTING TAX RATE?

A. Any and all gross receipts from contracting activities are taxed at two percent (2%).

Q. WHEN ARE B&O TAX RETURNS DUE?

A. The returns are due within one month following the end of the taxable quarter. Quarterly payments are due in April, July, October and January. Penalty and interest will be applied against any return that is received after these months.

Q. WHAT ARE THE PENALTY & INTEREST RATES?

A. The tax, if not paid when due, shall bear interest at the rate of 8% per annum from the date the return is due. The penalty shall be 5% for the first month, or fraction thereof, and 1% of the tax for each succeeding month or fraction thereof.

Q. AM I REQUIRED TO FILE EVEN IF I HAD NO INCOME DURING A PERIOD?

A. Yes. If you registered with the City, but have no business activity during a particular reporting period, you still must file a “zero” return.

Q. CAN I USE MY CREDIT OR DEBIT CARD TO PAY THE TAX?

A. Yes. Payments can be made on-line at <https://charlestonwvpayments.com>

Q. IS THERE A FEE FOR PAYING ON LINE?

A. Yes. The City of Charleston utilizes the services of Govolution, a third-party provider to process credit card, branded debit card and ACH payments via this website. Govolution will charge a non-refundable convenience fee per transaction. The convenience fee will vary, depending on the payment type and method of payment. The convenience fee is separate from the primary obligation you are paying and will appear on your statement as a charge to ‘Govolution’. For a complete list of fees please visit our website: <https://charlestonwvpayments.com/payment-fees>

Q. WHAT IF I OVERPAID THE TAX, CAN I RECEIVE A REFUND?

A. Yes. Any taxpayer claiming to have overpaid any tax, interest, or penalty shall file a claim in writing to the City Collector within three years after the due date of the return or within two years from the date the tax was paid, whichever such period expires the later, or if no return was filed by the taxpayer, within two years from the time the tax was paid.

Q. WHAT IF I UNDERPAY OR FAIL TO PAY THE TAX?

A. If you underpay or fail to pay the tax, the City Collector may, at any time, issue an assessment. Upon receiving an assessment, you have thirty (30) days to: (1) remit the assessment balance due, or (2) contest the assessment and file a Petition for Reassessment, either in person or via certified mail. If you fail to comply with either number (1) or (2) above, the assessment will become final and conclusive, and a lien will be filed against you.

STATE OF WEST VIRGINIA CODE

FOR

CONSTRUCTION PROJECTS

WEST VIRGINIA CODE: TITLE 110, SERIES 26

| | |
|--------------------|--|
| Title 110-26-2 | Imposition of privilege tax |
| Title 110-26-11 | Doing business within and without the municipality |
| Title 110-26-1a.20 | Definitions |
| Title 110-26-2e | Contracting |

West Virginia Code Title 110-26-2. IMPOSITION OF PRIVILEGE TAX

2.1 The municipal business and occupation tax is a tax imposed upon persons for the act of privilege of engaging in business activities. The tax is measured by the application of rates against values of products, gross proceeds of sale or gross income of the business, as the case may be.

2.1.1 All persons engaging in business activities in a municipality which has ordinances providing for a municipal business and occupation tax pursuant to the authority granted by the Legislature in W.Va. Code §8-13-5 are subject to the municipal business and occupation tax unless specifically exempted by statute or by these rules and regulations.

2.1.2 Certain occupations and business activities are classified, and the classifications are significant inasmuch as the tax liability varies because of the different rates established for the types of business activities engaged in by the taxpayer. The business activity usually determines the taxable classification, and where different business activities are conducted, the taxpayer is liable for tax under each taxable classification involved.

West Virginia Code Title 110-26-11. DOING BUSINESS WITHIN AND WITHOUT THE MUNICIPALITY

11.1 Persons domiciled outside a municipality who (a) lease tangible personal property to lessees in the municipality, or (b) perform construction or installation contracts in the municipality, or (c) render services to others therein, are doing business in the municipality irrespective of the domicile of such persons and irrespective of whether or not such persons maintain a permanent place of business in the municipality.

11.2 Persons domiciled outside a municipality who sell tangible personal property to persons in the municipality, may be doing business in the municipality, irrespective of the domicile of such persons and irrespective of whether or not such persons maintain a permanent place of business in the municipality.

11.3 Persons domiciled in and having a place of business in a municipality, who (a) sell or lease personal property to buyers or lessees outside the municipality, or (b) perform construction or installation contracts outside the municipality, or (c) render services to others outside the municipality, are doing business both within and without the municipality. Whether or not such persons are subject to municipal business and occupation tax under the law depends upon the kind of business and the manner in which it is transacted. The following general principles govern in determining tax liability under the municipal business and occupation tax.

11.3.1 When the business involves a construction or installation contract in the municipality, no deduction from the measure of the tax is permitted, even though the contractor is domiciled outside the municipality and maintains a place of business outside the municipality which may contribute to the contract performed in the municipality.

11.3.2 When the business involves a construction or installation contract outside the municipality, the tax does not apply to any part of the income derived therefrom (except such part of the income as may be applicable to the manufacturer in the municipality by the contractor or articles used or incorporated in such construction or installation), even though the contractor is domiciled in the municipality and maintains a place of business therein which may contribute to the contract performed outside the municipality.

CODE OF THE CITY OF CHARLESTON

BUSINESS & OCCUPATION PRIVILEGE TAX

CODE OF THE CITY OF CHARLESTON: SECTION 110

| | |
|-----------------|---|
| Section 110-63 | Computation of tax; quarterly payments; exemptions; return and remittance: extensions of time/payment plans: records, statements and investigations |
| Section 110-35 | Revocation of Licenses and Permits |
| Section 110-145 | Interests and penalties |
| Section 110-148 | Final settlement with contractors; user personally liable. |

Code of the City of Charleston Section 110-31. DEFINITIONS

Gross income means the gross receipts of the taxpayer, other than a banking or financial business, received as compensation for personal services and the gross receipts of the taxpayer derived from trade, business, commerce or sales and the value proceeding or accruing from the tangible property (real or personal) or service, or both, and all receipts by reason of the investment of the capital of the business engaged in, including rentals, royalties, fees, reimbursed costs or expenses or other emoluments, however designated, and including all interest, carrying charges, fees or other like income, however denominated, derived by the taxpayer from repetitive carrying of accounts, in the regular course and conduct of his business, and extension of credit in connection with the sale of any tangible personal property or service, and without any deduction on account of the cost of property sold, the cost of materials used, labor costs, taxes, royalties paid in cash or in kind or otherwise, interest or discount paid or any other expense whatsoever. "Gross income" of a banking or financial business is specified in section 110-60.

Contracting means to include the furnishing of work, or both materials and work, in the fulfillment of a contract for the construction, alteration, repair, decoration or improvement of a new or existing building or structure, or any part thereof, or for the alteration, improvement or development of real property.

Prime contractor means a person engaged in the business of performing for others, contracts for the construction, repairing, decorating or improving of new or existing buildings or other structures under, upon or above real property either for the work or for a specific portion thereof. The terms "prime contractor" and "subcontractor" include, but are not limited to, persons performing labor and services in respect to the moving of earth or clearing of land, razing or moving existing buildings or structures even though such services may not be done in connection with a contract involving the constructing, repairing, or altering of a new or existing building or structure.

Subcontractor means a person engaged in the business of performing a like or similar service for persons other than consumers, either for the entire work or for a specific portion thereof.

Buildings or structures means and includes, but is not limited to, everything artificially built up or composed of parts joined together in some definite manner and attached to real property. It includes not only buildings in the general and ordinary sense, but also tanks, fences, conduits, culverts, railroad tracks, overhead and underground transmission systems, tunnels, monuments,

retaining walls, bridges, trestles, parking lots and pavement for foot or vehicular traffic. *Contracting, repairing, decorating or improving* means of a new part of an existing building or structure or any part thereof, in addition to its ordinary meaning includes, but is not limited to, the installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of such installation.

Code of the City of Charleston Section 110-56. BUSINESS OF CONTRACTING

(a) Upon every person engaging or continuing within the city in the business of contracting, the tax shall be equal to two percent of the gross income of the business. A person performing any contracting activity shall report his/her gross income therefrom under the contracting classification of the municipal business and occupation tax return and shall receive no deduction from gross income on the account of any expenses incurred. All income derived from said activity shall be reported under the contracting classification, and the form of contract entered into by the parties shall not be determinative of taxable classification.

(b) Form of contract. Persons engaged in the contracting business shall report the entire gross income under the contracting classification, regardless of whether the contract is a turnkey contract, lump sum contract, per unit contract, cost plus fixed fee contract, or other contract having a similar basis. Gross income received from a contracting activity must be reported under the contracting classification and the manner of performance, basis of determining cost, fee or income or form of contract shall not alter the definition of contractor or of contracting and shall not change the taxability of such income from the contracting classification to another classification. A contracting activity remains a contracting activity regardless of what the parties may name it and regardless of the manner in which the parties may make payment and perform work.

(c) Costs. The measure of the tax under the contracting classification is gross income and includes all items of cost where the contractor has incurred liability. The cost of materials and labor can only be exempted from the measure of the tax in those cases where the contractor is not liable to vendors or workmen for payment. In those cases where the contractor contends that he/she has not incurred a municipal business and occupation tax liability because he/she acted solely as an agent for the owner, the burden of proving alleged principal-agency relationship shall be upon the contractor.

(d) Separate contracts for labor and materials. In cases where the contractor enters into a separate contract for the furnishing of materials by the contractor and a separate contract for erection of such materials by the contractor, the gross income from both contracts is taxable under the contracting classification, unless it can be provided by the contractor that passage of title of the materials was not dependent upon the erection of the materials by the contractor and that the sale of such materials is, in fact, a separate and distinct transaction, taxable under the municipal business and occupation tax law, as a retail or wholesale sale, as the case may be. The contract to furnish materials shall not be considered a separate and distinct transaction from the contract to erect the same, unless it is established by the contractor to be a complete arm's length transaction with no dependency existing between the contract for materials and the contract for erection. The burden of proving any alleged arm's length transaction shall be upon the contractor.

(e) Separate purchase orders. A separate purchase order for the furnishing of work or labor and a separate purchase order for the furnishing of materials which constitutes the contract(s) between the parties shall be treated in the same manner as set forth in the paragraph above.

(f) Prime and subcontractors. A prime contractor, one who furnishes work or both materials and work under a written or oral contract, for the construction, alteration, repair, decoration or improvement of a new or existing building or structure or any part thereof, or for the alteration,

improvement or development of realty, must report his/her gross income under the contracting classification without any deduction on account of any expenses incurred. If the prime contractor executes a contract with another for a portion of the job or project, the prime contractor receives no deduction from gross income on account of any payment made to the subcontractor. The subcontractor will also be taxed on his/her gross income under the contracting classification.

(g) Contract entered into with government. Gross income received by a person for contracting activities performed for the State of West Virginia, the federal government or any of their instrumentalities, agencies, boards, commissions or political subdivisions, etc., or performed for nonprofit organizations is taxable and shall be reported under the contracting classification. The fact that the owner is a governmental unit or a non-profit organization does not relieve the contractor, subcontractor, supplier or any other person from liability for municipal business and occupation tax on the full amount of gross income.

Code of the City of Charleston Section 110-63. EXEMPTIONS

(a) The provisions of this article shall not apply to:

(1) Insurance companies which pay the state a tax upon premiums; provided, that such exemption shall not extend to that part of gross income of insurance companies which is received for the use of real property, other than property in which any such company maintains its office or offices, in the city, whether such income is in the form of rentals or royalties;

(2) Nonprofit cemetery companies organized and operated for the exclusive benefit of their members;

(3) Fraternal societies, organizations and associations organized and operated for the exclusive benefit of their members and not for profit; provided, that this exemption shall not extend to that part of gross income arising from the sale of alcoholic liquor, food and related services of such fraternal societies, organizations and associations which are licensed as private clubs under the provisions of W. Va. Code Ch. 60, Art. 7;

(4) Corporations, associations and societies organized and operated exclusively for religious or charitable purposes;

(5) Production credit associations, organized under the provisions of the federal Farm Credit Act of 1933; provided, that the exemptions of this section shall not apply to corporations or cooperative associations organized under the provisions of W. Va. Ch. 19, Art. 4;

(6) Any credit union organized under the provisions of Chapter 31 or any other chapter of the Code of West Virginia; provided, that the exemptions of this section shall not apply to corporations or cooperative associations organized under the provisions of W. Va. Ch. 19, Art. 4;

(7) Gross income derived from advertising service rendered in the business of radio and television broadcasting;

(8) The gross income or gross proceeds of sale of a gasification or liquefaction of coal project in the demonstration, pilot or research states; provided, that prior to the commencement of operation of any such project, the tax commissioner of the state shall have first certified the project as eligible for such exemption; provided, further, that such exemption shall expire seven years from the date the project first receives gross income or gross proceeds from sales; and

(9) The gross income or gross proceeds of sale derived from sales or services by an itinerant vendor or a street vendor in cases where no itinerant vendor license or street vendor license is required by City Code Sections 18-613 or 18-1033.

(b) An organization is "charitable" for purposes of (4) above it satisfies both of the following criteria: (1) it is exempt from Federal Tax, under 26 U.S.C. § 501(c)(3), and (2) its purposes include relief of poverty, advancement of education, advancement of religion, promotion of health, governmental or municipal purposes, or other purposes that are beneficial to the community.

Code of the City of Charleston Section 110-81. TAX CUMULATIVE

(a) The tax imposed by this article shall be in addition to all other licenses and taxes levied by law as a condition precedent to engaging in any business, trade, calling or activity. A person exercising a privilege taxable under this article, subject to the payment of all licenses and charges which are a condition precedent to exercising the privilege tax, may exercise the privilege for the current tax year upon the condition that he shall pay the tax accruing under this article.

(b) Computation of tax.

(1) The taxes levied hereunder shall be due and payable in quarterly installments on or before the expiration of one month from the end of the quarter in which they accrue. The taxpayer shall, within one month from the expiration of each quarter, make a return reporting the tax for which he/she is liable for such quarter; sign it and mail it, together with any remittance due, in the form required by Section 110-82 of the amount of the tax to the office of the city collector. When the total tax for which any person is liable under this article does not exceed the sum of \$200.00 in any year, the taxpayer may pay the tax quarterly as aforesaid or, with the consent in writing of the city collector, at the end of the month next following the close of the tax year.

(2) The city collector, if he deems it necessary, based upon past experience with a taxpayer, based on the past practices of a taxpayer, based on the financial condition of the taxpayer, or based on the size of the contract, in order to insure payment of the taxes levied hereunder, may require return and payment under this section for other than quarterly periods. Furthermore, if the city collector deems it necessary to insure payment of the business and occupation tax, he may require a deposit to be paid by the taxpayer prior to when the taxes accrue and are otherwise payable. The amount of the deposit shall be determined and/or based upon the taxpayer's projected gross income or gross proceeds of sale for the applicable tax period. This deposit shall be paid to the office of the city collector, at a date and time, and in a manner determined by the city collector.

(3) Every contractor whose principal business location is outside of the city, shall register with the city collector prior to engaging in the performance of a contract in this city, and the city collector, if he deems it necessary, based on the past experience with a taxpayer, based on the past practices of a taxpayer, based on the financial condition of the taxpayer, or based on the size of the contract, in order to insure payment of the taxes levied hereunder, may also require the following:

(a) At the time of registration, each contractor shall deposit with the city collector six percent of the amount the contractor is to receive for the performance of the contract, which sum shall be held within a contractor's use tax fund pending the completion of the contract.

(b) In lieu of the six percent deposit, each contractor may request the approval of the city collector to provide, in the alternative, a corporate surety bond to be approved by the city collector as to form, sufficiency, value, amount, stability, and other features necessary to provide a guarantee of payment of the tax due the city.

Code of the City of Charleston Section 110-82. RETURN AND REMITTANCE; TAX YEAR

(a) On or before 31 days after the end of the tax year, each person liable for the payment of a tax under Section 110-51 shall make a fourth quarter return, showing the gross proceeds of sale or gross income of business, trade, calling or activity, computing the amount of tax chargeable against him in accordance with the provisions of this article and transmit with his report a remittance in the sum required by this section, covering the remainder of the tax chargeable against him, in the office of the city collector. Such returns shall be verified by the oath of the taxpayer, if made by an individual, or by the oath of the president, vice president, secretary or

treasurer of a corporation, if made on behalf of the corporation. If made on behalf of a partnership, joint venture, association, trust or any other group or combination acting as a unit, any individual delegated by such firm, group or unit shall take the oath on behalf of the taxpayer.

(b) The assessment of taxes herein made and the returns required therefore shall be for the year ending December 31. If the taxpayer, in exercising a privilege taxable under this article, keeps the books reflecting the same on the basis other than the calendar year, he may with the written consent of the city collector, make his annual returns and pay taxes for the year covering his accounting period, as shown by the method of keeping his books.

(c) All remittances of taxes imposed by this article shall be made to the city collector, in lawful money of the United States or by bank draft, certified check, cashier's check, money order or certificate of deposit, who shall pay the money into the city treasury, to be kept and accounted for as provided by law.

Code of the City of Charleston Section 110-83. EXTENSIONS OF TIME; PAYMENT PLANS

(a) The city collector, upon approval from city manager, may grant a reasonable extension of time for payment of tax or any installment, or for filing the fourth quarter return or quarterly return required pursuant to this article, on such terms and conditions that he may require. No such extensions shall exceed six months.

(b) The city collector, upon approval from city manager, may extend the time for payment of an amount determined as a deficiency for a period not to exceed 12 months from the date designated for payment of the deficiency. An extension of this time may be granted only where it is clearly established to the satisfaction of the city collector that the payment of a deficiency upon the date designated for payment would result in undue hardship.

(c) If any extension of time is granted for payment of any tax or deficiency, the city collector may require the taxpayer to furnish a bond or other security, in an amount not exceeding twice the amount for which the extension of time for payment is.

Code of the City of Charleston Section 110-84. RECORDS, STATEMENTS AND INVESTIGATIONS

(a) For the purpose of ascertaining the correctness of a tax return or an assessment for the purpose of making an estimate of any taxpayer's liability for the tax administered under this article, the city collector shall have the power to examine or cause to be examined, by any agent or representative designated by the city collector, any books, papers, records, memoranda or other documents bearing upon the matters required to be included in the return and may require the attendance of the person rendering the return or the attendance of any other person having knowledge of the matters contained therein. In connection therewith, the city collector may take testimony and shall have the power to administer an oath to such person.

(b) The city collector may prescribe rules and regulations as to the keeping of records, the content and form of returns and the filing of copies of city business and occupation tax returns and determinations. The city collector may require any person, by notice served upon such person, to make such returns and keep such records as the city collector may deem sufficient to show whether or not such person is liable under this article for such tax.

Code of the City of Charleston Section 110-35. REVOCATION OF LICENSES AND PERMITS

(a) The city collector has the authority to revoke any and all licenses and permits issued by the

city in the event a licensee/permittee fails to file any city tax return or fails to pay any delinquent taxes, fees or any interest or penalty thereon due and owing to the city. The city collector has the authority to deny and prevent any and all licenses and permit privileges to those persons who are delinquent in paying taxes, fees or any interest or penalty thereon due and owing the city.

(b) In the event of revocation, the city collector will provide written notice to the licensee/permittee at least five days prior to the contemplated revocation and such notice shall be served by certified mail. The notice shall indicate the time and the place of the revocation review meeting, the general grounds of said contemplated revocation, and shall advise the licensee/permittee of his/her rights to appear at said hearing in person and represented by legal counsel, and to be heard orally upon the merits of his/her defense. The city collector may request legal advice from the city attorney's office, and adopt such procedures for its decorum and the dispatch of business at such hearings as he/she may regard advisable. The revocation decision of the city collector will be final; provided, that those licensees/permittees who are subject to administrative or judicial appeals, pursuant to Sections 110-113 through 110-115, may utilize these procedures in accordance with the Code, but will not be grounds to delay the revocation process.

(c) Each license or permit that has been revoked pursuant to this section may be re-issued upon payment of all delinquent B&O taxes, fees or any interest or penalty thereon due and owing to the city.

Code of the City of Charleston Section 110-145. INTEREST AND PENALTIES

(a) The tax imposed by this article, if not paid when due, shall bear interest at the rate of at least eight percent per annum from the due date of the return until paid. The city collector may charge an interest rate equal to the adjusted rate charged by commercial banks to large business, in the manner described in W. Va. Code § 11-10-17a.

(b) If any taxpayer fails to make the return or any quarterly installment required by this article, or make his return but fails to remit, in whole or in part, the proper amount of tax, there shall be added to the amount of tax unpaid, from the date such tax should have been paid, a penalty in the amount of five percent of the tax for the first month, or fraction thereof, of delinquency, and one percent of the tax for each succeeding month, or fraction thereof of delinquency provided, that if such failure is due to reasonable cause, the city collector may waive, with final approval from the city manager, in whole or in part, these penalties. Additionally, if the failure to pay is due to fraud or intent to evade any such tax there shall be added an additional penalty of 25 percent of the tax owed, exclusive of penalties.

(c) Interest and penalties may be collected in the same manner as the tax imposed by this article.

Code of the City of Charleston Section 110-148. FINAL SETTLEMENT WITH CONTRACTORS; USER PERSONALLY LIABLE

(a) Any person contracting with a person engaged in a business or service taxed under this article shall withhold payment, in sufficient amount to cover taxes assessed by this article, in the final settlement of such contracts until the receipt of a certificate from the city collector to the effect that all taxes levied and accrued under this article against the contractor have been paid.

(b) If any person shall fail to withhold as provided herein, he shall be personally liable for the payment of all such taxes, and the same shall be recoverable by the city collector by appropriate legal proceedings.

**PROCEDURES FOR
AUTHORIZATION TO RELEASE
FINAL PAYMENT/RETAINAGE**

1. The general/prime contractor is the only one that may request an authorization to release final payment/retainage for their subcontractors.

2. A written request must be submitted to the Office of City Collector containing the following information:
 - a) The final contract amount(s) plus any amount(s) not under contract.
 - b) The date(s) and amount(s) of each payment made to all subcontractors.
 - c) The amount(s) held as final payment/retainage.

3. Upon receiving the aforementioned information from the general contractor, the Office of City Collector will request the following information from each subcontractor:
 - a) The final amount paid to you by the general/prime contractor (final contract amount, final paid to date and final payment/retainage).
 - b) The date(s) and amount(s) of each payment you received from the general/prime contractor, and the quarter the Business and Occupation Tax was reported/paid.
 - c) The names and addresses of any subcontractor(s) utilized, if applicable.

EXAMPLE:

| <u>Date Received</u> | <u>Amount Received</u> | <u>Qtr. Reported</u> |
|----------------------|------------------------|----------------------|
| 1/06/04 | \$2,000.00 | 1/04 |
| 6/10/04 | \$3,000.00 | 2/04 |
| Retainage | \$ 500.00 | Not Reported |

4. After receiving the requested information from the subcontractor(s), the Office of City Collector will send the general/prime contractor a *RELEASE APPROVAL* letter stating **all** B & O taxes have been reported/paid on the project, or a *RELEASE DENIAL* letter stating the tax, penalty and interest due on the project. A copy of this letter will also be sent to the subcontractor.

RTS ACCOUNT #: _____

B&O: Yes / No

CSF: Yes / No

BL: Yes / No

License Fees: _____

Penalty: _____

TOTAL PAID: _____

City Official Use Only

BUSINESS REGISTRATION

City of Charleston
915 Quarrier St., Suite 4
Charleston, WV 25301
Phone: (304)348-8024
Fax: (304)347-1810
www.charlestonwv.gov



IMPORTANT: This is a four-page application. All applicable questions must be answered in order to properly classify business activities. Incomplete forms will delay the processing of your application.

Section I. General Information:

1. Company Name: _____

2. DBA: _____

3. Federal Employer ID/Social Security Number*: _____

4. Physical Address of Business: _____

5. City: _____ 6. State: _____ 7. Zip Code: _____

8. Physical Location Phone Number: _____

9. Contact Name: _____ Contact Email: _____

10. Contact Phone Number: _____ Fax: _____ Mobile: _____

11. Mailing Address: _____

12. City: _____ 13. State: _____ 14. Zip Code: _____

15. Ownership Type:

_____ Proprietorship _____ Partnership _____ Corporation _____ Non-Profit _____ Other
(Include copy of 501(c)(3))

16. Description of Business: _____

17. Date Business Began Operation in Charleston: _____

18. Do you have an employee(s) working out of their home that is located within the city limits of Charleston? Yes / No

If you answered yes to question # 18, please provide a description of the employee(s) job duties including whether or not the job functions generate revenue for the business: _____

RTS ACCOUNT # : _____

City Official Use Only

19. Does this business own the property on which it is located? Yes / No

If not, who is the owner? _____

Owner's address _____

Owner's phone ## _____

20. Does your business contain vending machines? _____ If so, who is the owner and their address?

*****If you answer **YES to Any** of the questions below **complete Pages 1 - 4** of this application*****
If you answer **NO to All** of the questions below only **complete Pages 1 & 2**

21. Do you have a physical location in Charleston? Yes / No

22. Will you set-up a vending booth or bring in a motorized/non-motorized vending cart or vehicle in order to sell food or merchandise?: Yes / No

23. Is this a Home Based Business: Yes / No **Home Based Business-** A business that is operated out of a personal residence.

24. Do you own more than 1 rental unit in the City of Charleston? Yes / No If Yes, how many units: _____

Please attach a sheet listing all rental property that you own in the City of Charleston and indicate for each if the rental is for short term (less than 30 days) or long term.

List all principle officers, proprietors, partners or any individual owning more than 25% of the business:

Name _____ Social Security # _____

Address _____ Telephone # _____

Name _____ Social Security # _____

Address _____ Telephone # _____

Name _____ Social Security # _____

Address _____ Telephone # _____

***Privacy Act Statement**

Disclosure of a Social Security Number (SSN) to the City of Charleston is voluntary. If you do not wish to disclose your SSN, you may provide an alternative identification number. The City of Charleston solicits this information pursuant to West Virginia Code § 8-13-13 and the Charleston City Code. The City of Charleston will not disclose your SSN or any other information you provide to any other entity or party.

Authorized Signature of Business: By signing below, I do hereby certify and declare, under penalty of perjury, that the information furnished in this application is true, complete and accurate to the best of my knowledge.

Signature of Business Owner or Authorized Agent

Date

Title

RTS ACCOUNT # : _____

City Official Use Only

Section II. Business License Category: (Only complete this section if you answered yes to Question #21, #22, #23, or #24)

1. Select the appropriate license(s) for your business in **Part A**. All businesses with a storefront or a physical location within the City of Charleston are required to purchase a General Business License. Sales of beer or liquor require an additional license. If your business intends to sell beer or liquor, you **must** attach a copy of your WV ABCC License. If your business desires to engage in street vending, you **must** obtain a Vendor License and a separate Street Vending Permit.

2. Complete **Part B** in its entirety. If your business intends to sell or serve prepared food, you **must** attach a copy of your Kanawha County Health Permit. If your business desires to purchase gold, silver or other precious metals, jewels or other products, you **must** comply with the requirements of §18-863 of the Charleston Municipal Code to report your purchases to the Charleston Police Department. If your business intends to conduct door-to-door sales or engage in home solicitation, a \$3,000 surety bond **must** be posted for **each** sales representative. If you are an Itinerant Vendor, a \$5,000 surety bond **must** be posted and you must enter into a Hold Harmless Agreement with the City.

3. Sign and date the application in Part C.

Part A:

General Business:

0. GENERAL BUSINESS (\$20.00)

Liquor - Must attach valid WV ABCC License

- 6. Private Club Less than 1000 members (\$500.00)
- 7. Private Club More than 1000 members (\$1,250.00)
- 8. Fraternal, Veterans or Non -Profit Social Clubs (375.00)

Beer - Must attach valid WV ABCC License

- 1. Distributor (\$250.00)
- 2. Dispenser (\$100.00)
- 4. Class A Retail (\$100.00)
- 5. Class B Retail (\$15.00)

Street/Itinerant Vendor – (Per calendar year)

- 9. Street/Itinerant Vendor (\$20.00)

Part B:

- A. Does your business purchase gold, silver or other precious metals, jewels or products? Yes / No
If yes, see City Code §18-863
- B. Does your business sell? Beer: Yes / No Liquor: Yes / No If Yes, you Must attach your ABCC license.
- C. Does your business sell or serve prepared food? Yes / No If Yes, you Must attach a copy of your Kanawha County Health Permit.
- D. Does your business conduct home solicitations or door-to-door sales? Yes / No
If Yes, you Must post a \$3,000 surety bond for each sales representative.
- E. Does your business qualify as an itinerant vendor? Yes / No
If Yes, you Must enter a Hold Harmless Agreement and post a \$5,000 surety bond.

Part C: Authorized Signature of Business: By signing below, I do hereby certify and declare, under penalty of perjury, that the information furnished in this application is true, complete and accurate to the best of my knowledge.

Signature of Business Owner or Authorized Agent Date Title

| |
|---|
| RTS ACCOUNT # : _____ City Official Use Only |
|---|

Section III. Planning/Zoning & Property Certification:

It is the responsibility of each applicant upon an **initial** application for a city business license/registration to first ascertain inspection and approval for occupancy of the premises from the Planning/Zoning, Building and Fire Departments. **The information in the box below is for a new business, an existing business with a new owner, or an existing business in a new location within the City of Charleston.**

*****Do Not Write Inside This Box—For City Official Use Only*****

TO BE COMPLETED BY: ZONING/PLANNING DEPARTMENT

Phone Number: (304)348-8105

1. Was the business location previously occupied? Yes No
2. Is the proposed business a continuation of that previous type of business? Yes No
3. Has the applicant confirmed the zoning of this location? Yes No
4. Does this business conform to the current zoning code? Yes No
5. What is the Zoning District of this proposed business: _____
6. Applicable Section of the Zoning Ordinance: _____
7. Has the Planning Office approved the proposed business? Yes No

If no, the reasons are as follows: _____

Approved By: _____
Planning Official

Date: _____

TO BE COMPLETED BY: BUILDING DEPARTMENT

PHONE NUMBER: (304)348-6833

Approved By: _____
Building Official

Date: _____

TO BE COMPLETED BY: FIRE DEPARTMENT

PHONE NUMBER: (304)348-8058

Approved By: _____
Fire Department Official

Date: _____



BUSINESS AND OCCUPATION TAX RETURN CITY OF CHARLESTON

P.O. Box 7786

CHARLESTON, WV 25356

Phone: (304)348-8024 Fax: (304)347-1810

Pay online at: www.charlestonwvpayments.com



(Appendix B)

THIS SECTION MUST BE COMPLETED

ACCOUNT #: _____ TAX QUARTER: _____

BUSINESS NAME: _____

ADDRESS: _____

PHONE#: _____

SEE REVERSE
FOR INSTRUCTIONS



Revised 2/2018

COMPUTATION OF QUARTERLY TAX

| CLASS CODE | BUSINESS CLASSIFICATION | GROSS AMOUNT | RATE MULTIPLIER | TAX DUE |
|----------------------|--|--------------|-----------------|---------|
| 1 | Value of Production of Natural Resources (1%) | | 0.01 | |
| 3 | Retailers (1/2 of one percent) | | 0.005 | |
| 4 | Wholesalers (15/100 of one percent) | | 0.0015 | |
| 5 | Electric Power Companies (4%) <small>(sales & demand charges domestic purposes & commercial lighting)</small> | | 0.04 | |
| 6 | Electric Power Companies (3%) <small>(all other sales & demand charges)</small> | | 0.03 | |
| 7 | Natural Gas Companies (3%) | | 0.03 | |
| 8 | Water Companies (4%) | | 0.04 | |
| 9 | All Other Public Utilities (2%) | | 0.02 | |
| 10 | Contracting* (2%) <small>(totals from worksheet on back)</small> | | 0.02 | |
| 11 | Amusement (1/2 of one percent) | | 0.005 | |
| 12 | Service & All Other Business (1%) | | 0.01 | |
| 13 | Rents & Royalties (1%) | | 0.01 | |
| 14 | Banking & Other Financial Institutions (1%) | | 0.01 | |
| TOTAL TAX DUE | | | | |

*If you are reporting contracting income, you must complete worksheet A on back of form.

PLEASE CHECK BOX IF ADDRESS HAS CHANGED.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS RETURN AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

A SERVICE FEE WILL BE CHARGED FOR ALL RETURNED CHECKS.

THIS RETURN WITH PAYMENT TO COVER TAX DUE MUST BE RECEIVED WITHIN ONE MONTH FROM END OF PERIOD COVERED.

TYPE OR PRINT NAME AND TITLE OF PREPARER

X
PREPARER'S SIGNATURE AND DATE

SIGNATURE REQUIRED

OFFICE USE ONLY

Blank area for office use only.

INSTRUCTIONS

(Appendix B)

1. Determine your Business Classification(s) and corresponding rate(s) from the tax table.
2. Determine you Charleston B&O taxable gross income for each of the classifications and enter it in the appropriate box. (Contracting class instructions are listed below.)
3. Determine your taxes due by multiplying the rate by the taxable income. (example: \$10,000 in gross taxable income times a service rate of 1.00% or .01 equals a B&O tax due of \$100). **Failure to complete this form in its entirety and/or enclose your remittance will result in your return being sent back to you.**
4. **Sign the return. THIS RETURN IS INVALID UNLESS IT IS SIGNED.**
5. If your name and/or address printed on the form is incorrect, please mark through the incorrect information and write the correct information in the open space.
6. **If your business or rental property has been closed or sold, please send a written statement detailing the status of the business, the date of the change, and requesting the account be closed or put on our inactive list.**
7. If your return is received after the due date, you will be sent a letter for penalties and interest due.
8. Please make checks payable to: City of Charleston
9. Mail payments and/or correspondence to: City Collectors Office, P.O. Box 7786, Charleston, WV 25356
10. If you have any questions, please call us at (304) 348-8024 or via email at www.charlestonwv.gov

Our office is open daily, Monday through Friday from 8:00 a.m. to 5:00 p.m., except holidays.

TO BE COMPLETED BY CONTRACTORS ONLY

| | PROJECT NAME | GROSS TAX AMOUNT | TAX RATE | TAX DUE |
|---------------|--------------|------------------|----------|---------|
| | | | 2% | |
| | | | 2% | |
| | | | 2% | |
| | | | 2% | |
| | | | 2% | |
| | | | 2% | |
| | | | 2% | |
| | | | 2% | |
| | | | 2% | |
| TOTALS | | | | |

CONTRACTING INSTRUCTIONS

1. Please complete one line for each project that you received payment (if additional lines are needed please attach an additional letter).
2. List the name of the project, the gross amount received and calculate the tax amount due.
3. Transfer the total tax amount due to the front of the return in the contracting (class code 10) tax due field.

Privacy Statement Act

Disclosure of a Social Security Number (SSN) to the City of Charleston is voluntary. If you do not wish to disclose your SSN, you may provide an alternative identification number. The City of Charleston solicits this information pursuant to West Virginia Code § 8-13-13 and the Charleston City Code. The City of Charleston will not disclose your SSN or any other information you provide to any other entity or party. The City of Charleston requests this information to facilitate the verification of withholding and payment of service fees.



CITY SERVICE FEE RETURN

CITY OF CHARLESTON, WV

P.O. Box 7786

CHARLESTON, WV 25356

Phone: (304)348-8024 Fax: (304)347-1810

www.charlestonwv.gov

Email: citycollector@cityofcharleston.org

THIS SECTION MUST BE COMPLETED

ACCOUNT #: _____ FEE QUARTER: _____

Business Name: _____

Mailing Address: _____

CSF REMITTANCE FORM

Form **CSF-2**

See instructions on the reverse side of this form ►

(Rev.2/2018)

| Basis of Computation (choose one) | Weekly <input type="checkbox"/> \$3.00 | Bi-Weekly <input type="checkbox"/> \$6.00 | Semi-Monthly <input type="checkbox"/> \$6.50 | Monthly <input type="checkbox"/> \$13.00 |
|--------------------------------------|--|---|--|--|
|--------------------------------------|--|---|--|--|

| | A | B | C |
|-----------------------|--------------------------------|---|---------|
| | Pay Period or Week Ending Date | Number of Employees/Self-Employed in Charleston | Fee Due |
| a | | | |
| b | | | |
| c | | | |
| d | | | |
| e | | | |
| f | | | |
| g | | | |
| h | | | |
| i | | | |
| j | | | |
| k | | | |
| l | | | |
| m | | | |
| Total Fee Due: | | | |

PLEASE CHECK BOX IF ADDRESS HAS CHANGED.

FOR OFFICE USE ONLY

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS RETURN AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

TYPE OR PRINT NAME AND TITLE OF PREPARER

X

PREPARER'S SIGNATURE AND DATE

SIGNATURE REQUIRED

A SERVICE FEE WILL BE CHARGED FOR ALL RETURNED CHECKS.

CSF Instructions for Employer and Self-Employed Remittance Form

1. Complete, sign and date this return. **Failure to complete this form in its entirety and/or enclose your remittance will result in your return being returned to you.**
2. This return must be accompanied by the required remittance no later than the last day of the month succeeding the close of each calendar quarter.
3. Employers must use this form to remit amounts withheld from employees and amounts received from certain self-employed persons who are members or partners of the Employer. Self-employed persons who are not members or partners of an Employer must use this form to remit the amount of City Service Fee due.
4. This form must be completed based on the **Basis of Computation Method** chosen by the Employer and disclosed on the front of this return, as explained in the administrative regulations.
5. The dates entered in lines "a" through "m", Column A shall be the ending dates for each weekly, bi-weekly, semi-monthly, or monthly pay period, depending on the period used and elected by the Employer, throughout the entire reporting period.
6. Enter the total number of employees/self-employed in Charleston during the pay period or week in Column B lines "a" through "m".
7. Multiply the number of employees/self-employed listed in Column B lines "a" through "m" by the appropriate rate (depending upon the Basis of Computation withholding method chosen) and list the total \$ amount in Column C lines "a" through "m".
8. Add the fee due amount in lines "a" through "m" Column C and enter the amount in the Total Fee Due line. This is the amount owed for the quarter.
9. **Sign the return. THIS RETURN IS INVALID UNLESS IT IS SIGNED.**
10. If your name and/or address printed on the form is incorrect, please mark through the incorrect information and write the correct information in the open space.
11. **Returns received after the due date will be assessed penalty and interest due. An invoice for penalty & interest will be mailed to you.**
12. Please make checks payable to: City of Charleston
13. Mail payments and/or correspondence to: City Collector's Office, P.O. Box 7786, Charleston, WV 25356
14. For additional information, please refer to the City Service Fee Administrative Regulations available at www.charlestonwv.gov or call the Charleston City Collector's Office at (304)348-8024.

Our office is open daily, Monday through Friday from 8:00 a.m. to 5:00 p.m., except holidays.

Please note that only this remittance form will be accepted. Any change or modification to this form will also result in your return being returned to you.

Privacy Statement Act

Disclosure of a Social Security Number (SSN) to the City of Charleston is voluntary. If you do not wish to disclose your SSN, you may provide an alternative identification number. The City of Charleston solicits this information pursuant to West Virginia Code § 8-13-13 and the Charleston City Code. The City of Charleston will not disclose your SSN or any other information you provide to any other entity or party. The City of Charleston requests this information to facilitate the verification of withholding and payment of service fees.

| QUARTER | PERIOD | DUE DATE |
|----------|-----------------------------|--------------|
| 1st qtr. | January 1st - March 31st | April 30th |
| 2nd qtr. | April 1st - June 30th | July 31st |
| 3rd qtr. | July 1st - September 30th | October 31st |
| 4th qtr. | October 1st - December 31st | January 31st |



OFFICE OF CITY COLLECTOR

915 Quarrier St., Suite 4 | Charleston, WV 25301 | (304) 348-8024 | (304) 348-0734 (fax)|
constructionprojects@cityofcharleston.org

**SUBCONTRACTOR/SUPPLIER/INSTALLATION & SERVICE PROVIDER
INFORMATION FORM**

Please Print or Type

Company Name: _____
(Name of Subcontractor/Supplier/Installation or Service Provider)

Federal Employer Identification Number (FEIN): _____

Address: _____

Telephone: _____ Fax: _____ Cell: _____

Email: _____ Contract Amount \$ _____

General Contractor: _____

Project: _____

Brief Description of Work to be Performed: _____

Contract Date: _____ Start Date: _____

Do You Anticipate Change Orders? Yes___ No___ Don't Know___

Name and Phone Number of Contact Person Regarding This Contract:

Name _____ Phone _____

Signature of Person Completing This Form

****Please Return to the Above Physical Address, Fax Number or Email Address****

SUBCONTRACTOR/SUPPLIER/INSTALLATION & SERVICE PROVIDER PAYMENT NOTIFICATION FORM

[COMPLETE QUARTERLY]

General

Contractor: _____

Quarter: _____

Name/Address of _____

Project: _____

(Appendix E)

| Name, Address & Contact Information of the Subcontractor/Supplier/Installation or Service Provider: | Total Contract Amount (\$): | Total Payment(s) Paid this Quarter (\$): | Total Payments Paid to Date (\$): |
|---|-----------------------------|--|-----------------------------------|
| Name: _____ | | | |
| Address: _____ | | | |
| City, State, Zip: _____ | | | |
| Contact Name & #: _____ | | | |
| Name: _____ | | | |
| Address: _____ | | | |
| City, State, Zip: _____ | | | |
| Contact Name & #: _____ | | | |
| Name: _____ | | | |
| Address: _____ | | | |
| City, State, Zip: _____ | | | |
| Contact Name & #: _____ | | | |
| Name: _____ | | | |
| Address: _____ | | | |
| City, State, Zip: _____ | | | |
| Contact Name & #: _____ | | | |
| Name: _____ | | | |
| Address: _____ | | | |
| City, State, Zip: _____ | | | |
| Contact Name & #: _____ | | | |

City of Charleston | City Collector's Office | Phone: (304)348-8026 x377 | Fax: (304)348-0734 | email: constructionprojects@cityofcharleston.org

(This form can be emailed to you upon request for online completion)

Revised 5/31/2017



(Appendix F)

OFFICE OF THE CITY COLLECTOR

915 Quarrier St., Suite 4 | Charleston, WV 25301 | (304) 348-8024 | (304) 348-0734 (fax)

September 18, 2015

John Doe Construction
Attn: Tax Department
1234 High Street
Charleston, WV 25302

RE: State Bank Building Project

Dear Mr. Doe:

This is to certify that as of September 18, 2015, the City of Charleston Business and Occupation Privilege Tax accrued on the gross income of \$80,000.00 for the aforementioned project against the hereinafter named taxpayer has been paid in full, based on returns filed by the taxpayer.

Jane Doe Construction
5678 River Road
Charleston, WV 25302

The execution of this letter is not based on an audit of the taxpayer's records, but only upon information available from a review of the taxpayer's file. If you have any questions, please feel free to contact City Employee, Tax Compliance Officer at (304) 348-8000, ext. 377 or via email at constructionprojects@cityofcharleston.org.

Sincerely,

City Employee
Tax Compliance Office
Office of the City Collector
City Of Charleston

CC: Jane Doe Construction Company

