

REQUEST FOR QUOTATION

City of Charleston, WV
2026-37 CFD Technical Rescue Equipment Package

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The City of Charleston, WV (the City) is soliciting quotes for a one-time purchase of a complete Technical Rescue Equipment Package for use by the Charleston Fire Department (CFD). All equipment shall be supplied new, complete, and ready for emergency service use. This procurement is funded in whole or in part by a FEMA Homeland Security Grant Program (HSGP) grant and is subject to all applicable federal requirements set forth in the Federal Funds Addendum attached hereto.

All equipment supplied under this solicitation must be compatible and interoperable with federal FEMA Urban Search and Rescue (USAR) teams, consistent with the 2025 FEMA Approved Rescue Equipment Cache List (Type I). The full FEMA USAR approved equipment list is included as Exhibit A to this solicitation. Vendors proposing equivalent products must demonstrate and document full compatibility with FEMA USAR operational requirements.

Event	Date	Time
RFQ Issued	September 14, 2026	—
Pre-Bid Meeting (if necessary)	—	—
Deadline for Written Questions	September 21, 2026	1:00 PM
Addendum Issued (if necessary)	September 23, 2026	1:00 PM
Bid Opening	October 6, 2026	1:00 PM

BID SUBMISSION: Paper bids will be accepted either by hand delivery, mail or courier service. Electronic bids will be accepted through the online procurement platform BidExpress. **Emailed bids will not be accepted.** Regardless of delivery method, bids must be received by City staff on or before the date and time of the bid opening. Any bid received by City staff is considered to be in the possession of the City and will not be returned for any reason. Bids that are not received through an approved method listed in these specifications, on or before the closing date and time, will not be considered for contract award.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.

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- 2.1 "Contract Items"** means the complete Technical Rescue Equipment Package as more fully defined by these specifications.
- 2.2 "Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Items.
- 2.3 "Solicitation"** means the official notice of an opportunity to supply the City of Charleston, WV with goods or services that is published on the City's website located at <https://charlestonwv.gov/bids-purchasing/current-bids>
- 2.4 "FEMA USAR"** means the Federal Emergency Management Agency Urban Search and Rescue program, which establishes minimum equipment specifications for interoperability among federal and local rescue teams.
- 2.5 "Approved Equivalent"** means any product that meets or exceeds all minimum functional, compatibility, capacity, FEMA USAR interoperability, and documentation requirements described herein, as determined by the City at its sole discretion.
- 3. Mandatory Contract Item Requirements:** Contract Items must meet or exceed the mandatory requirements listed below:
- 3.1 FEMA USAR COMPATIBILITY:** All equipment supplied under this Contract must be compatible and interoperable with federal FEMA USAR teams in accordance with the 2025 FEMA Approved Rescue Equipment Cache List (Type I), included as Exhibit A to this solicitation. Vendors proposing equivalent products must provide documentation demonstrating full FEMA USAR interoperability. The City reserves the right to reject any proposed equivalent that cannot demonstrate FEMA USAR compatibility.
- 3.2 SYSTEM COMPATIBILITY:** All struts, extensions, bases, braces, raker components, waler components, controllers, regulators, hoses, and connection hardware shall be mutually compatible as an integrated rescue support system. Equivalent products shall provide functional interoperability across the entire package without requiring adapters or modifications not identified in the bid response. All components shall be suitable for municipal fire department technical rescue operations including vehicle stabilization, trench rescue, structural shoring, raker shores, waler systems, and structural collapse support.

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3.3 STRUTS AND EXTENSIONS: LongShore and AcmeThread struts shall provide positive mechanical adjustment and secure locking of deployed positions. The shoring system shall be capable of supporting loads at a minimum reach of 22 feet (6.7 meters) when specified and so equipped. Strut extensions shall provide secure mechanical connection during rescue support operations.

3.4 RAKER AND WALER COMPONENTS: Raker components shall support structural rescue operations and shall be compatible with the supplied struts, bases, and connectors. The raker system shall be capable of a minimum insertion height of 18 feet (5.5 meters). Waler rails, connectors, and stop blocks shall be supplied as a compatible system for trench and structural support applications.

3.5 CONTROLLERS, REGULATORS, AND HOSES: RSS controllers, strut regulators, hoses, and distributor modules shall be compatible with the supplied struts and pneumatic rescue support system. Hoses shall include color-coded connections where specified. Controllers and regulators shall include documentation identifying operating procedures, compatible media, rated pressures, inspection requirements, and safety warnings.

3.6 EQUIPMENT SCHEDULE: The following equipment or approved equivalents shall be supplied. Part numbers listed are reference standards only. Vendors proposing equivalent products must provide a cross-reference matrix comparing each proposed item to the listed reference product and demonstrating FEMA USAR compatibility.

Part No. (Reference)	Description	Qty
22-796360	LongShore Strut 610	6
22-796730	LongShore Strut 406	6
22-796202	AcmeThread Strut 37-58	6
22-796200	AcmeThread Strut 25-36	6
22-796206	AcmeThread Strut 19-25	6
22-796212	AcmeThread Strut 12-15	2
22-796348	LongShore Adjustable Brace B23	6
22-796356	LongShore Extension 435	4
22-796342	LongShore Extension 235	9
22-796376	LongShore Extension 635	6
22-796017	Strut Extension 6	6
22-796012	Strut Extension 12	6

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22-796024	Strut Extension 24	6
22-796258C	Raker Rail 6	4
22-796469	Raker Rail Splice	4
22-796290	Raker Junction Base	2
22-796475	Raker Angle Base	6
22-796250	Raker Rail Latch	8
22-796330	Clamp and Clevis	28
22-796310	Nailing Pad with Clamp	12
22-796180C	Hinged Base 12 with Anchor Ring	6
22-796060	Swivel Base 6	28
22-796070	Rigid Base 6	28
22-796281	Waler Rail 6 ft / 1.8 m	8
22-796287	Waler Connector	4
22-796285	Waler Stop Block	16
22-796810	Bipod Conversion Kit	1
22-796025	Multi-Base	4
22-796270	Contour Base	4
22-796685	Multi Chain Base	2
22-796092	Angle Base 3 in x 4 in	2
22-796134	Channel Base 4 in x 4 in	4
22-796136	Channel Base 6 in x 6 in	6
22-796TCK	Trench Control Kit	1
22-796430	Shoring Hammer	2
22-796HSSK	High Strength Structural Kit	2
22-796103G3	Dual Deadman RSS Controller G3	1
22-895400G3	Strut Regulator G3 CGA	1
22-796341	LongShore Extension (red)	2
22-796350	Adjustable Brace (orange)	9
22-796280	Rail Junction	2
22-796689	Latch Holder	3
22-796530	Monopod/Pulley Kit	1
22-796575	Hitch Base	1
22-796260	Elevator Rescue Support Unit	1
22-796425	L-Trench Adapter Set	2
22-700390K	Z Brace Kit	1
22-796845	Advanced Ty Strut Release Tool	2

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3.7 KIT COMPONENT BREAKDOWNS: The following section identifies the individual components included within each kit listed in the Equipment Schedule. Vendors must supply each kit complete with all listed components or approved equivalents. Individual kit components shall be priced separately on the Pricing Page.

3.7.1 Bipod Conversion Kit (22-796810):

Part No.	Description	Qty
22-550310A	Pelican 1650 Case BLK only	1
22-796180E	Bipod Base	2
22-796601	Insert for Bipod Kit	1
22-796810K	Label for Bipod Kit	1
22-796820	Bipod Head Assembly	1

3.7.2 Trench Control Kit (22-796TCK):

Part No.	Description	Qty
22-796TCC	Trench Control Kit Case with insert	1
22-796103G3	Dual Deadman RSS Controller G3	1
22-796395	Strut Distributor Module	6
22-890513	Hose 16 ft black with couplings	1
22-890520	Hose 32 ft yellow with couplings	2
22-890521	Hose 32 ft red with couplings	2
22-890522	Hose 32 ft black with couplings	1
22-890523	Hose 32 ft blue with couplings	1
22-890524	Hose 32 ft green with couplings	1
22-890525	Hose 32 ft gray with couplings	1
22-895400G3	Strut Regulator G3 CGA	1

3.7.3 High Strength Structural Kit (22-796HSSK):

Part No.	Description	Qty
22-796395	Strut Distributor Module	4
22-796399	Tri-Brace	2
22-796680	Tri-Base	4

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22-890520	Hose 32 ft yellow with couplings	2
22-890521	Hose 32 ft red with couplings	2
22-890522	Hose 32 ft black with couplings	2

3.8 DELIVERY: All equipment shall be delivered new, complete, functional, and ready for inspection by the City. Vendor shall provide packing lists and itemized delivery documentation matching the Equipment Schedule. The City reserves the right to inspect all equipment for completeness, visible damage, correct quantities, and conformance with submitted documentation prior to final acceptance.

3.9 FAMILIARIZATION / TRAINING: The successful Vendor shall provide on-site product familiarization at the CFD upon delivery. Training shall be conducted by a factory-authorized representative, qualified dealer representative, or instructor approved by the manufacturer. All travel, instructional materials, and associated costs must be included in the bid price. Vendor shall provide a certificate of completion and training roster to the City within five (5) business days of the familiarization session, to support the City's ability to furnish proof of training to HS SAA within the required 10-business-day window. Familiarization shall include at minimum:

- System overview and identification of all supplied struts, bases, rails, braces, connectors, controllers, regulators, hoses, hydraulic components, and kit assemblies.
- Inspection, care, maintenance, storage, and service-readiness procedures.
- Safe deployment and demobilization practices for all components.
- Controller, regulator, hose, and distributor module operation and safety.
- Bipod Conversion Kit and High Strength Structural Kit familiarization.
- Operational limitations, required PPE, safe work zones, communication procedures, and manufacturer warnings.
- Hands-on familiarization with all major supplied components.

3.10 REQUIRED SUBMITTALS WITH BID: The following must be included with the bid or the bid may be rejected:

- Completed Pricing Page and signed bid form.
- Exception sheet identifying any deviation from these specifications by section and line item, if applicable.
- Manufacturer literature identifying part numbers, descriptions, intended use, compatibility, ratings, capacities, and maintenance requirements for each supplied component.

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- Manufacturer warranty documentation for all supplied components and kits.
- Country of origin documentation for all major components.
- Documentation identifying inspection intervals, user-performable checks, maintenance requirements, and replacement-part availability.
- For equivalent products: a cross-reference matrix comparing each proposed equivalent item to the listed reference product, plus documentation demonstrating FEMA USAR interoperability.
- Buy America / Made in USA certification documentation for all proposed equipment.
- Covered telecommunications equipment/services certification (2 CFR §200.216 / Section 889).
- Signed Federal Funds Addendum Vendor Certification page.

3.11 BUY AMERICA / MADE IN USA: To the greatest extent practicable, equipment supplied under this Contract should be manufactured in the United States of America, consistent with 2 CFR §200.322 and the domestic preference guidance applicable to this federal award. Vendor shall identify the country of origin for all major components and certify compliance with applicable domestic source preference requirements to the greatest extent practicable. Any exception must be clearly identified in the bid response. Failure to provide required compliance documentation may be grounds for bid rejection.

3.12 EXCEPTIONS: Bidders shall conform to these specifications to ensure interoperability with local and regional emergency response resources. Any exceptions or deviations must be set out in writing on a separate sheet entitled “Exceptions” which must accompany the bid. The City shall be the sole interpreter of the intent of any clause and shall be the sole judge as to whether the equipment or any part thereof complies with the specifications.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide the City with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Page. Award shall also consider FEMA USAR compatibility, operational suitability, warranty, training support, delivery documentation, and service support.

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4.2 Pricing Page: Vendor should complete the Pricing Page in full as failure to do so may result in bid disqualification. Vendor should type or electronically enter all information to prevent errors in the evaluation.

4.3 Equivalent Products: The reference standard equipment identified in this solicitation establishes the minimum specification baseline. Equivalent products may be accepted only if they meet or exceed all minimum functional, compatibility, FEMA USAR interoperability, and documentation requirements. The City reserves the right to reject any and all bids, waive informalities in bidding, and shall be the sole judge as to whether any proposed equivalent complies with these specifications.

4.4 Payment: Vendor shall accept payment in accordance with the payment procedures of the City of Charleston, WV. The City pays according to West Virginia Code §12-2-1 et seq. (Public Finance Management Act).

5. DELIVERY AND RETURN:

5.1 Shipment and Delivery: Vendor shall deliver all Contract Items within **90** calendar days after receipt of a Purchase Order. Delivery shall be made to: Charleston Fire Department, (Station 2) 808 Virginia St. W Charleston WV 25302, Dept Training, Attn: Matthew Nicholson. Vendor shall provide packing lists and itemized delivery documentation matching the Equipment Schedule with each delivery.

5.2 Late Delivery: The City must be notified in writing if delivery will be delayed for any reason. Any delay that could cause harm to the City may be grounds for cancellation of the Contract.

5.3 Return of Unacceptable Items: If the City deems Contract Items to be unacceptable, items shall be returned to Vendor at Vendor's expense with no restocking charge. Vendor shall arrange return within five (5) days of notification. Items shall either be replaced or the City shall receive a full refund for the purchase price, at the City's discretion.

6. VENDOR DEFAULT:

6.1 The following shall be considered a vendor default under this Contract:

6.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

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- 6.1.2** Failure to comply with other specifications and requirements contained herein.
- 6.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Items provided under this Contract, including but not limited to West Virginia Code §6A-3-1 et seq. (Government Procurement Competition Act).
- 6.1.4** Failure to remedy deficient performance upon request.
- 6.1.5** Failure to maintain required insurance coverage or certifications.

6.2 The following remedies shall be available to City upon default:

- 6.2.1** Immediate cancellation of the Contract.
- 6.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 6.2.3** Withholding of payment until items are brought into compliance.
- 6.2.4** Any other remedies available in law or equity.

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PRICING PAGE

We agree to provide the City of Charleston, WV the Contract Items described in the specifications for the prices listed below:

Part No.	Description	Qty	UM	Unit Price	Total Price
22-796360	LongShore Strut 610	6	EA	\$	\$
22-796730	LongShore Strut 406	6	EA	\$	\$
22-796202	AcmeThread Strut 37-58	6	EA	\$	\$
22-796200	AcmeThread Strut 25-36	6	EA	\$	\$
22-796206	AcmeThread Strut 19-25	6	EA	\$	\$
22-796212	AcmeThread Strut 12-15	2	EA	\$	\$
22-796348	LongShore Adjustable Brace B23	6	EA	\$	\$
22-796356	LongShore Extension 435	4	EA	\$	\$
22-796342	LongShore Extension 235	9	EA	\$	\$
22-796376	LongShore Extension 635	6	EA	\$	\$
22-796017	Strut Extension 6	6	EA	\$	\$
22-796012	Strut Extension 12	6	EA	\$	\$
22-796024	Strut Extension 24	6	EA	\$	\$
22-796258C	Raker Rail 6	4	EA	\$	\$
22-796469	Raker Rail Splice	4	EA	\$	\$
22-796290	Raker Junction Base	2	EA	\$	\$
22-796475	Raker Angle Base	6	EA	\$	\$
22-796250	Raker Rail Latch	8	EA	\$	\$
22-796330	Clamp and Clevis	28	EA	\$	\$
22-796310	Nailing Pad with Clamp	12	EA	\$	\$
22-796180C	Hinged Base 12 with Anchor Ring	6	EA	\$	\$
22-796060	Swivel Base 6	28	EA	\$	\$
22-796070	Rigid Base 6	28	EA	\$	\$
22-796281	Waler Rail 6 ft / 1.8 m	8	EA	\$	\$
22-796287	Waler Connector	4	EA	\$	\$
22-796285	Waler Stop Block	16	EA	\$	\$
22-796810	Bipod Conversion Kit	1	KT	\$	\$
22-796025	Multi-Base	4	EA	\$	\$
22-796270	Contour Base	4	EA	\$	\$
22-796685	Multi Chain Base	2	EA	\$	\$
22-796092	Angle Base 3 in x 4 in	2	EA	\$	\$
22-796134	Channel Base 4 in x 4 in	4	EA	\$	\$
22-796136	Channel Base 6 in x 6 in	6	EA	\$	\$
22-796TCK	Trench Control Kit	1	KT	\$	\$

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22-796430	Shoring Hammer	2	EA	\$	\$
22-796HSSK	High Strength Structural Kit	2	KT	\$	\$
22-796103G3	Dual Deadman RSS Controller G3	1	EA	\$	\$
22-895400G3	Strut Regulator G3 CGA	1	EA	\$	\$
22-796341	LongShore Extension (red)	2	EA	\$	\$
22-796350	Adjustable Brace (orange)	9	EA	\$	\$
22-796280	Rail Junction	2	EA	\$	\$
22-796689	Latch Holder	3	EA	\$	\$
22-796530	Monopod/Pulley Kit	1	EA	\$	\$
22-796575	Hitch Base	1	EA	\$	\$
22-796260	Elevator Rescue Support Unit	1	EA	\$	\$
22-796425	L-Trench Adapter Set	2	EA	\$	\$
22-700390K	Z Brace Kit	1	EA	\$	\$
22-796845	Advanced Ty Strut Release Tool	2	EA	\$	\$
GRAND TOTAL:					\$

QUANTITIES ARE FOR BIDDING PURPOSES ONLY AND ARE NOT GUARANTEED. THE CITY SHALL ONLY PAY FOR ACTUAL AMOUNTS RECEIVED. Include with this Pricing Page: manufacturer literature, warranty documentation, country of origin, FEMA USAR compatibility documentation, and Buy America certification.

(Company) _____

(Signature) _____

(Printed Name) _____

(Title) _____

(Date) _____

(Phone Number) _____

(Email Address) _____

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FEDERAL FUNDS ADDENDUM

Homeland Security Grant Program (HSGP)

2 CFR Part 200 | Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NOTICE: This procurement is funded in whole or in part by a Homeland Security Grant Program (HSGP). All Vendors submitting a bid and any resulting Contract are subject to the federal requirements set forth below. Submission of a bid constitutes Vendor's acknowledgment of and agreement to comply with all applicable federal terms and conditions.

1. Uniform Guidance - 2 CFR Part 200: Vendor shall comply with all applicable provisions of 2 CFR Part 200, including procurement standards, record retention, audit requirements, and allowable costs.
2. Equal Opportunity - 41 CFR §60-1.4 and Executive Order 11246: Vendor shall not discriminate in employment on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause shall be incorporated into all subcontracts exceeding \$10,000.
3. Debarment and Suspension - 2 CFR Parts 180 and 3000: Vendor certifies it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal participation. Vendor shall verify all proposed subcontractor status through www.sam.gov prior to entering any subcontract.
4. Byrd Anti-Lobbying Amendment - 31 U.S.C. §1352: Vendor certifies no federal appropriated funds have been paid or will be paid to any person to influence the awarding of this Contract. Vendors bidding for awards exceeding \$100,000 must file the required certification.
5. Buy America Act - 41 U.S.C. §8301–8305: To the greatest extent practicable, all manufactured goods used in connection with this project should be produced in the United States, consistent with 2 CFR §200.322 and the domestic preference guidance applicable to this federal award. Vendor shall provide documentation demonstrating country of origin for all major components.
6. FEMA USAR Interoperability: All equipment shall meet or exceed FEMA Urban Search and Rescue (USAR) minimum equipment specifications consistent with the 2025 FEMA Approved Rescue Equipment Cache List (Type I) included as Exhibit A. Vendor shall provide documentation confirming FEMA USAR compliance and interoperability for all supplied components.
7. Procurement of Recovered Materials - 2 CFR §200.322: Vendor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable.
8. Record Retention - 2 CFR §200.334: Vendor shall retain all financial records, supporting documents, and records pertinent to this Contract for three (3) years following submission of the final expenditure report, or until all litigation, claims, or audit findings have been resolved and final action taken, whichever is later. Records shall be available to the City, FEMA, and the Comptroller General upon request.
9. Access to Records - 2 CFR §200.337: Vendor shall provide the City, FEMA, and authorized representatives access to all books, documents, papers, and records directly pertinent to this Contract for audit and examination purposes.

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10. DHS Seal, Logo, and Flags - 2 CFR Part 3003: Vendor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. No Obligation by Federal Government: The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Vendor, or any other party pertaining to any matter resulting from this Contract.

12. Program Fraud - 31 U.S.C. Chapter 38: Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Vendor's actions pertaining to this Contract. False statements or claims may subject Vendor to criminal, civil, or administrative penalties.

13. Energy Policy and Conservation Act - 42 U.S.C. §6201: Vendor shall comply with mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

14. Civil Rights Compliance - Title VI of the Civil Rights Act of 1964: Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin in connection with any program or activity receiving federal financial assistance.

15. Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services - 2 CFR §200.216: Vendor certifies that, to the extent applicable, no equipment, system, or service supplied under this Contract constitutes or contains "covered telecommunications equipment or services" as defined in 2 CFR §200.216 and Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232). Federal funds may not be expended on such prohibited equipment or services.

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FEDERAL FUNDS ADDENDUM - VENDOR CERTIFICATION

CERTIFICATION: By signing below, the authorized representative of the Vendor certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this federal contract.
2. Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
3. Vendor has not within a three (3) year period preceding this bid been convicted of or had a civil judgment rendered against it for commission of fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
4. All equipment supplied under this Contract is manufactured in the United States in compliance with Buy America requirements, or exceptions have been clearly identified in the bid response.
5. All equipment supplied under this Contract meets or exceeds the FEMA USAR minimum equipment specifications in accordance with the 2025 FEMA Approved Rescue Equipment Cache List (Type I) and is compatible and interoperable with federal FEMA USAR teams.
6. Vendor will comply with all applicable requirements of all federal laws, executive orders, regulations, and policies governing this program.
7. No equipment, system, or service proposed under this bid constitutes prohibited "covered telecommunications equipment or services" as defined in 2 CFR §200.216 and Section 889 of the FY2019 NDAA.

(Company) _____

(Signature) _____

(Printed Name) _____ (Title) _____

(Date) _____ (Phone Number) _____

(Email Address) _____

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EXHIBIT A — FEMA USAR APPROVED EQUIPMENT CACHE LIST 2025 FEMA Approved Rescue Equipment Cache List — Type I

PURPOSE: This Exhibit identifies the 2025 FEMA Urban Search and Rescue (USAR) approved equipment cache list for a Type I Task Force. All equipment supplied under this solicitation must be compatible and interoperable with the items listed below. Reference manufacturers and model numbers are provided as the FEMA standard of quality. Equipment meeting or exceeding these specifications from other manufacturers may be acceptable as an Approved Equivalent. Vendors must provide a cross-reference matrix identifying how each proposed equivalent meets the FEMA USAR minimum specification. Vendors must certify in the Vendor Certification that all supplied equipment meets or exceeds these FEMA USAR minimum specifications.

FEMA Cache #	Description	Reference Manufacturer	Qty	Unit	Notes
RESCUE PNEUMATIC POWERED TOOLS					
RA-0101.00	Air bag, lifting, high-pressure, Kevlar, 40-50 ton	Paratech	2	each	
RA-0102.00	Air bag, lifting, high-pressure, Kevlar, 30-36 ton, rectangular	Paratech	2	each	
RA-0103.00	Air bag, lifting, high-pressure, Kevlar, 3 ton	Paratech	1	each	
RA-0104.00	Air bag, lifting, high-pressure, Kevlar, 5 ton	Paratech	1	each	
RA-0105.00	Air bag, lifting, high-pressure, Kevlar, 16-20 ton	Paratech	2	each	
RA-0106.00	Air bag, lifting, high-pressure, Kevlar, 28-34 ton	Paratech	2	each	
RA-0107.00	Air bag, lifting, high-pressure, Kevlar, 8-15 ton	Paratech	1	each	
RA-0110.00	Regulator, high-pressure, Air bag, preset to 215psi	Paratech	2	each	
RA-0111.00	Adapter Kit, Air bag, high-pressure	Paratech	1	each	
RA-0112.00	Valve, manifold/control, Air bag, high-pressure, KIT	Paratech	1	each	
RA-0112.02	Hose, Air bag, lifting, 32', yellow, SPARE	Paratech	2	each	
RA-0112.03	Hose, Air bag, lifting, 32', red, SPARE	Paratech	2	each	
RA-0112.08	Controller, Deadman, SPARE	Paratech	1	each	
RA-0112.19	O ring, replacements, for regulator to SCBA bottle	Paratech	50	each	
RA-0113.00	Valve, Relief, Air bag, for high-pressure air bags	Paratech	8	each	
RA-0116.00	Gun, nail, pneumatic, 8D through 16D general purpose	Senco	2	each	
RA-0116.01	Hose, Air, 50' sections	Paratech	4	each	
RA-0116.02	Nails, Pneumatic Gun, 8D, box	Senco	2	box	
RA-0116.03	Nails, Pneumatic Gun, 16D, box	Senco	2	box	
RA-0116.06	Regulator, in-line	Speedaire	2	each	
RA-0116.07	Gauge, Regulator	Grainger	2	each	
RA-0116.08	Regulator, Piston Type (6,000-135 PSI)	Paratech	2	each	

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RA-0116.09	Nipple, 1/4" Male, (inline Reg)	Paratech	4	each	
RA-0116.10	Nipple, 1/4" Coupling, Female, (inline Reg)	Paratech	2	each	
RA-0117.00	Strut, US&R Rescue Strut System Kit	Paratech	1	kit	
RA-0117.01	Strut, Expandable, Acme Rescue 25"-36"	Paratech	4	each	
RA-0117.02	Strut, Expandable, Acme Rescue 37"-58"	Paratech	4	each	
RA-0117.03	Strut, Expandable, Acme Rescue, 56"-88"	Paratech	4	each	
RA-0117.04	Strut, Expandable, Acme Rescue, 19"-25"	Paratech	4	each	
RA-0117.05	Strut, Expandable, pneumatic, Strut 610	Paratech	12	each	
RA-0117.12	Extension, Strut, Expandable, 12"	Paratech	4	each	
RA-0117.13	Extension, Strut, Expandable, 18"-24"	Paratech	4	each	
RA-0117.14	Extension, Strut, Expandable, 24"-36"	Paratech	4	each	
RA-0117.16	Regulator, Pneumatic, Shore, Expandable	Paratech	2	each	
RA-0117.17	Hose, Air, Shore, Expandable, 32', YELLOW	Paratech	2	each	
RA-0117.18	Controller, Dead man, Shore, Expandable	Paratech	2	each	
RA-0117.19	Base, Rigid, 6"	Paratech	30	each	
RA-0117.20	Strut, Threaded, Acme, Shore, Expandable, 12"-15"	Paratech	4	each	
RA-0117.21	Raker Rail Latch Base	Paratech	8	each	
RA-0117.22	Raker Junction Base	Paratech	4	each	
RA-0117.24	Raker Rail Splice	Paratech	4	each	
RA-0117.25	Raker Angle Base	Paratech	4	each	
RA-0117.26	Base, Swivel, 6"	Paratech	30	each	
RA-0117.27	Base, Hinged 12" with anchor ring	Paratech	6	each	
RA-0117.28	Raker Rail, 6'	Paratech	8	each	
RA-0117.29	Long Shore Extension 235	Paratech	4	each	
RA-0117.30	Long Shore Extension 435	Paratech	4	each	
RA-0117.31	Long Shore Extension 635	Paratech	4	each	
RA-0117.32	Rail Latch Holder	Paratech	2	each	
RA-0117.33	Hammer, Shoring	Paratech	16	each	
RA-0117.34	Hose, Air, Shore, Expandable, 32', BLACK	Paratech	2	each	
RA-0117.35	Hose, Air, Shore, Expandable, 32', RED	Paratech	2	each	
RA-0117.36	Strut Converter	Paratech	2	each	
RA-0118.00	Raker System, FEMA, 6ft, complete	Paratech	2	kit	
RA-0119.00	BI-Pod Conversion Kit	Paratech	1	each	

REQUEST FOR QUOTATION

City of Charleston, WV 2026-37 CFD Technical Rescue Equipment Package

RA-0120.00	Nailer, Palm, 50-125 psi	Senco	2	each	
RA-0121.00	Chisel Kit, Pneumatic, complete, w/ accessories	Genesis	1	kit	
RA-0127.00	U channel Base 4 x 4, SPARE	Paratech	10	each	
RA-0128.00	U channel Base 6 x 6, SPARE	Paratech	10	each	
RA-0129.00	Convex Multi Base	Paratech	4	each	
RA-0130.00	Ratchet Belt, with finger hook	Paratech	6	each	
RA-0131.00	Field Replacement Kit, Anchor Ring	Paratech	4	each	Optional
RESCUE ELECTRIC POWERED TOOLS					
RB-0101.00	Rebar Cutter, Cutting Edge Cutter	Benner-Nawman	2	each	
RB-0101.01	Replacement Blade, Rebar Cutter	Benner-Nawman	2	each	
RB-0102.00	Hammer, Demolition, electric, 40 lb., with case	Hilti	4	each	
RB-0102.01	Bit, 1"x11", Flat chisel, Self sharpening	Hilti	4	each	
RB-0102.02	Bit, 1"x19", Flat chisel, Self sharpening	Hilti	4	each	
RB-0102.03	Bit, 1"x19", Pointed chisel, Self Sharpening	Hilti	4	each	
RB-0102.04	Bit, 1"x11", Pointed chisel, Self Sharpening	Hilti	4	each	
RB-0103.00	Hammer, Demolition, 60 lb., w/case	Hilti	2	each	
RB-0104.00	Drill/Hammer, electric, 1/2" variable speed, industrial grade	Milwaukee	1	each	
RB-0106.00	Drill, Rotary Hammer, Electric, HD 1-1/2" SDS MAX	Hilti	6	each	
RB-0107.00	Pump, submersible, electric, 12 amp 115vac, 50 GPM	Myers	1	each	
RB-0108.00	Saw, Reciprocating, Variable Speed, Heavy Duty, Cordless	Milwaukee	6	each	
RB-0108.01	Battery, 18 volt, Spare for Cordless Reciprocating Saw	Milwaukee	12	each	
RB-0109.00	Saw, chain, electric, 16" bar, wood cutting	Stihl	4	each	
RB-0110.00	Saw, circular, electric, 10-1/4" heavy-duty	Big Foot	2	each	
RB-0112.00	Saw, circular, electric, 7-1/4", heavy-duty	Skil	2	each	
RB-0114.00	Saw, reciprocating, variable speed, 120v AC, 13 amp	Milwaukee	4	each	
RB-0116.00	Saw, Circular, Metal Cutting, 8" - 120v, 13amp	Milwaukee	1	each	
RB-0117.00	Angle Grinder, 5"	Hilti	2	each	
RESCUE HYDRAULIC POWERED TOOLS					
RC-0101.00	Breaker, hydraulic, 90 lb.	Stanley	1	each	
RC-0102.00	Breaker, hydraulic 45 lb.	Stanley	1	each	
RC-0103.00	Saw, Chain, Diamond Segmented, 15", Concrete Cutting	Stanley	1	each	
RC-0104.00	Saw, Cutoff, 14" diameter, Hydraulic	Partner	1	each	
RC-0105.00	Drill, Hammer, Hydraulic	Stanley	1	each	

REQUEST FOR QUOTATION

City of Charleston, WV 2026-37 CFD Technical Rescue Equipment Package

RC-0107.00	Power Unit, Hydraulic, medium-duty, compact	Stanley	1	each	
RC-0107.01	Hoses, Dual, Hydraulic, 1/2" X 50 ft.	Stanley	6	each	
RC-0108.00	Tool, Forcible Entry, 4" opening	Hydra-Ram	4	each	
RC-0109.00	Tool, Hydraulic, hand pump, cutter/spreader	Holmatro	2	each	
RC-0112.00	Pump, Manual, Hydrافusion, with Gauge	Paratech	2	each	
RC-0112.03	Strut, 16" lift, Hydrافusion	Paratech	2	each	
RC-0112.04	Multi Chain Base	Paratech	4	each	
RC-0113.00	Combi Tool, Hydraulic Vehicle Rescue System, Battery Powered	Genisis	2	each	
RC-0113.02	Cutter, Hydraulic Vehicle Rescue System, Battery Powered	Genisis	1	each	
RC-0113.03	Spreader, Hydraulic Vehicle Rescue System, Battery Powered	Genisis	1	each	
RC-0113.04	Ram, Hydraulic Vehicle Rescue System, Battery Powered	Genisis	1	each	
RC-0113.05	Adapter, 110 VAC, for Hydraulic Vehicle Rescue System	Genisis	2	each	
RC-0113.06	Battery, 28 VDC for Hydraulic Vehicle Rescue System	Milwaukee	13	each	
RC-0113.07	Charger, Triple Bank, for Hydraulic Vehicle Rescue System	Milwaukee	2	each	
RESCUE GASOLINE POWERED TOOLS					
RD-0101.00	Saw, Chain, Gasoline, 2 cycle, 16"	Stihl	6	each	
RD-0101.01	Chain, Carbide Tip, 16", Wood Cutting	Stihl	18	each	
RD-0101.02	Chain, Chipper, 16", Wood Cutting	Stihl	18	each	
RD-0101.03	Bar, Chain Saw, Roller	Stihl	8	each	
RD-0101.05	Chaps, Chainsaw, 36" Length	GSA	6	each	
RD-0101.06	Kit, Maintenance, Chain Saw	Stihl	6	each	
RD-0102.00	Saw, power rotary, gasoline, 14", Fuel Injected	Stihl	2	each	
RD-0102.03	Blade, diamond tip, reinforced concrete-cutting, 14"	Stihl	6	each	
RD-0103.00	Saw, Ring, Gasoline Powered, Carbide Tipped, 14"	Husqvarna	2	each	
RD-0103.01	Blade, Carbide Tip, 14", Gasoline Ring Saw	Husqvarna	8	each	
RESCUE MISCELLANEOUS TOOLS					
RE-0107.00	Torch oxy/acetylene kits, large bore, w/attachments	Victor	1	each	
RE-0107.03	Goggle Set, #5	Victor	12	each	
RE-0107.04	Gloves, Welding	Victor	12	pair	
RE-0108.00	Torch, oxygen/fuel gas, portable kit, w/ attachments	Petrogen	3	each	
RE-0109.00	PCS Portable Kit	Petrogen	1	each	
RE-0113.00	Adapter Kit, Multi fuel	Petrogen	4	each	

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RE-0114.00	Torch, Breach, 75 Degree	Petrogen	1	each	
RE-0119.00	Respirator, full face piece, welding / cutting	Scott Safety	1	each	
RE-0120.00	Welding Jacket, Size As Needed	Steiner	4	each	
RESCUE HAND TOOLS					
RF-0101.00	Axe, flat head, fiberglass handle	Nupla	1	each	
RF-0102.00	Bar, pry, pinch point 60"	Ames	8	each	
RF-0103.00	Bar, wrecking 18"	Stanley	2	each	
RF-0105.00	Bar, wrecking 30"	Ames	2	each	
RF-0106.00	Belt, carpenter, quick disconnects, with 2 pouches	Custom Leather	10	each	
RF-0107.00	Bucket, plastic, 5 gallon, w/ handle	US Plastics	6	each	
RF-0109.00	Carrier, debris, 4' x 6'	Cascade Fire	4	each	
RF-0113.00	Chisels, wood, assorted set	Stanley	1	set	
RF-0115.00	Cutter, bolt, 18"	HK Porter	3	each	
RF-0116.00	Cutter, bolt, 36"	HK Porter	2	each	
RF-0120.00	Hacksaw, high tension, contractor grade	Stanley	2	each	
RF-0121.00	Hammer, sledge, 4 lb., 16" fiberglass handle	Nupla	8	each	
RF-0122.00	Hammer, sledge, 8 lb., fiberglass handle	Nupla	4	each	
RF-0123.00	Hammer, sledge 12 lb., fiberglass handle	Nupla	4	each	
RF-0124.00	Hammer, framing straight claw, 22 oz.	Estwing	10	each	
RF-0129.00	Knife, Utility, retractable blade	Stanley	12	each	
RF-0130.00	Ladder, XTEND + CLIMB 780P Type 1A, 12.5 feet	Extenda Climb	4	each	
RF-0131.00	Ladder, 18' Little Giant	Little Giant	2	each	
RF-0132.00	Level, 4'	Stanley	2	each	
RF-0133.00	Nails, common, 16D, Sinkers	Grip Rite	50	lbs	
RF-0134.00	Nails, common, 8D, Sinkers	Grip Rite	50	lbs	
RF-0141.00	Sheeting, Plastic, 20' x 100', Clear, 6 mil	Tyco	2	roll	
RF-0142.00	Shovel, spade point, 60" straight handle	Nupla	4	each	
RF-0144.00	Entrenching tool, shovel, w/folding pick	Council Tool	6	each	
RF-0145.00	Snips, tin, aviation type	Wiss	2	each	
RF-0149.00	Tape, flagging, yellow, 100 yd. roll	Hanson	6	each	
RF-0150.00	Tape, measuring, 100'	Lufkin	4	each	
RF-0151.00	Tape, measuring, 30' power return	Stanley	14	each	
RF-0152.00	Tarpaulin, polyethylene, 15' x 20'	Grainger	12	each	
RF-0157.00	Tool, Gas and Water Shut-off	Orbit	8	each	

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RF-0158.00	Halligan tool	Fire Hooks Unlimited	8	each	
RF-0161.00	Stake, Picket, Double Headed Rebar, 1"x48", grade 60	Hogan	24	each	
RF-0162.00	Low Profile jacks hydraulic, 5 ton	SPX Power Team	1	each	
RF-0163.00	Low profile jacks hydraulic, 12 ton	SPX Power Team	1	each	
RF-0164.00	Low Profile hydraulic jack 20 ton	SPX Power Team	1	each	
RF-0165.00	Low Profile hydraulic jack 30 ton	SPX Power Team	1	each	
RESCUE HEAVY RIGGING					
RH-0101.00	Cable Come a Long 3-Ton	Lincoln Hoist	4	each	
RH-0102.00	Chain, 3/8"x10', grade 10 (8800Lbs WLL) lifting	Bishop Lifting	2	each	
RH-0104.00	Shackles, Screw Pin, 1-1/4", 12 ton	Crosby	8	each	
RH-0105.00	Shackles, Screw Pin, Round 5/8" 3-1/4 ton	Crosby	8	each	
RH-0105.01	Shackles, Screw Pin, Flat, 12 ton	Crosby	4	each	
RH-0106.00	Sling, Polyester, round sling, 20' endless, 17,000 lb.	Liftex	4	each	
RH-0107.00	Sling, Polyester round sling, 10' endless, 17,000 lb.	Liftex	8	each	
RH-0108.00	Slings, Synthetic, Heavy duty, 3" x 6'	Omaha Sling	4	each	
RH-0109.00	Slings, Wire Rope, IPS, Mechanical Splice, 1/2" X 12'	Lift-All	4	each	
RH-0110.00	Swivel hook	Crosby	2	each	
RH-0111.00	Turnbuckle, 1", Jaw to Jaw, 10000 lb.	Omaha Sling	4	each	
RH-0112.00	Swivel Hoist Rings, 1/2" x 2.5" Steel	Crosby	4	each	
RH-0112.02	Anchors, Wedge, Concrete, 1/2" x 5-1/2"	Simpson	25	each	
RH-0112.03	Wrench, Torque, 1/2" drive, 25-250 Ft. Lb.	Craftsman	1	each	
RH-0113.00	Edge Protection, Sling Protection	Sling Max	14	each	
RH-0114.00	Anchors, Wedge, Concrete, 1/2" x 7"	Simpson	25	each	
RH-0116.00	Hoist, Ratchet Chain - 3 Ton, 10'	Dayton	2	each	
RH-0116.01	Hoist, Ratchet Chain - .75 Ton, 20' Chain	Dayton	2	each	
RH-0117.00	Hook, Single, 3/8" chain, 8,800 lb. capacity	Bishop Lifting	2	each	
RH-0118.00	Sling, Chain, 3/8"x20', Grade 10, 2 leg with hooks	Bishop Lifting	2	each	
RH-0119.00	Grip Hoist, 8000 lb. Lift Capacity	Tractel	2	each	
RH-0119.01	Cable, Wire Rope, for Grip Hoist, w/Safety Hooks, 60'	Tractel	2	each	
RH-0119.02	Snatch Block, Single Sheave w/ Shackle	Gunnebo	2	each	
RH-0125.00	Straps, Ratchet, 3" x 30' with chain extensions	US Cargo Supply	10	each	
RH-0126.00	Hook & Shackle Trailer Hitch Ball Mount, 10,000 lbs.	Reese	2	each	
RESCUE TECHNICAL ROPE					

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RI-0101.00	Sling, Rope	RSI	2	each	
RI-0102.00	Pulley, 2", omni block, double sheave, G Rated	Rock Exotica	8	each	
RI-0103.00	Hauling system, Rope, 4:1 advantage w/ 200 ft. lifeline	Yates/RSI	2	each	
RI-0105.00	Ascenders, Rope, NFPA T Rated	Rockn Rescue	4	each	
RI-0106.00	Harness, Rope, full body, Regular	Yates or Petzl	4	each	
RI-0106.01	Harness, Rope, full body, XL	Yates or Petzl	4	each	
RI-0106.02	Harness, Rope, Full Body, High Heat (Large)	Yates	1	each	
RI-0106.03	Harness, Rope, Full Body, High Heat (XL)	Yates	1	each	
RI-0107.00	Rigging Plate, Aluminum, 10,116 lbs breaking strength	CMC	4	each	
RI-0109.00	Roller, Edge	Rescue Tech	2	each	
RI-0111.00	Bag, Rope, rescue hardware	Evac	4	each	
RI-0112.00	Pulley, 2", omni block, single sheave, G Rated	Rock Exotica	20	each	
RI-0115.00	Rope, Lifeline, 300', static kernmantle, NFPA 1983	Per TF Supplier	1	each	
RI-0116.00	Rope, Lifeline, 200', static kernmantle, NFPA 1983	Per TF Supplier	3	each	
RI-0117.00	Carabiners, Rope, locking D, NFPA 1983, aluminum	CMC	52	each	
RI-0118.00	Rope, tag line, nylon, 200' lengths of 8mm	CMC	8	each	
RI-0119.00	Cord, prussik, 8mm, Red, pre-sewn, 18"	CMC	12	each	
RI-0119.01	Cord, prussik, 8mm, Green, pre-sewn, 25"	CMC	12	each	
RI-0120.00	Webbing, tubular, 2", MTS 6,000 lbs.	CMC	150	feet	
RI-0121.00	Rope, throw, water rescue, 75', with bag	CMC	4	each	
RI-0122.00	Tripod, tubular aluminum, adjustable 6'-8', min 600 lbs.	CMC	1	each	
RI-0123.00	Pulley, Knot Passing	CMC	2	each	
RI-0124.00	Webbing, Tubular, 1", MBS 4,000 lbs, 300' roll	CMC	6	each	
RI-0125.00	Strap, Anchor - Pro-Series, medium	CMC	4	each	
RI-0126.00	Strap, Anchor - Pro-Series, XL	CMC	4	each	
RI-0127.00	Strap, Pick-off - Pro-Series	CMC	4	each	
RI-0128.00	Rope, Utility, Solid Braid, 3/8" 125' roll	CMC	3	rolls	
RI-0133.00	Drop bags, with 8mm utility line, 100'	CMC	2	each	
RI-0135.00	Descender, MPD, NFPA G rated	CMC	2	each	
RI-0140.00	CMC Tower Climb, Azzard	CMC	10	each	
RI-0141.00	Descender, Petzl ID	Petzl	4	each	
RI-0142.00	Lanyard, Bypass, 6', Adjustable	Yates	4	each	
RI-0143.00	Bag, Rope, for 200'-300' rope	CMC	8	each	

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City of Charleston, WV 2026-37 CFD Technical Rescue Equipment Package

RI-0144.00	Stretcher, Sked, Roll up, Full Size	Sked	2	each	
RI-0145.00	Litter, Stokes, without Leg Separators (Metal Wire type)	CMC	2	each	
RI-0146.00	Litter wheel, Stokes basket	CMC	1	each	
RI-0147.00	Aztek Elite, Mini 4:1, Rope Kit	Rescue Response	8	each	
RI-0148.00	Backboard Half, confined space immobilization	Yates	2	each	
RI-0149.00	Harken / Clutch, NFPA 2500, G rated	CMC	2	each	
RI-0149.01	Petzl ASAP Lock Kit with ASAP Sorber Axess	Petzl	4	each	
RI-0150.00	Skysaddle, harness-mounted work positioning seat	Yates	4	each	
RESCUE SAFETY					
RJ-0101.00	Binoculars, 10 x 50 power, waterproof	Bushnell	6	each	
RJ-0102.00	Blower, ventilation, for confined space, electric	Euramco/RamFan	2	each	
RJ-0103.00	Breathing apparatus, airline-supplied (SABA), 4500 PSI	Scott	6	each	
RJ-0103.01	Breathing apparatus, Cylinders (spare), 15-minute, 4500 psi	3M Scott	2	each	
RJ-0103.03	Mask, face piece, compatible w/ SCBA, spare, Various sizes	Scott	4	each	
RJ-0103.04	Line, supply, 50', breathing air quality	Scott	30	each	
RJ-0103.05	Air box, portable supplied air system, NIOSH/OSHA compliant	AIR Systems	2	each	
RJ-0105.00	Extinguisher, water, backpack-type	Wildfire Indian	2	each	
RJ-0106.00	Extinguisher, dry chemical, 20 lb., ABC-type	Badger	2	each	
RJ-0107.00	Heater, for Blower, ventilation	Euramco/RamFan	1	each	
RJ-0108.00	Lock-out/Tag-out Kit	Brady	1	each	
RJ-0109.00	Permit, confined space entry, pre-made, Package of 25	Brady	1	each	
RJ-0110.00	Sprayer, pressure, 3 gallon, pump type	Hudson	2	each	
RJ-0111.00	US&R Task Force Kit w/ Case	SAVOX	1	kit	

Source: 2025 FEMA Approved Rescue Equipment Cache List — Document 17-001. Part numbers and manufacturers listed are reference standards for quality and performance. The City of Charleston does not endorse or require any specific manufacturer.



City of Charleston, WV

2026-37 CFD Technical Rescue Equipment Package

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

Address:	
Date:	
Time:	

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the City of Charleston, WV.



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An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the City of Charleston's Purchasing Coordinator. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number and name in the subject line.

QUESTION SUBMISSION DATE:	September 21, 2026
QUESTION SUBMISSION TIME:	1:00 PM



City of Charleston, WV

2026-37 CFD Technical Rescue Equipment Package

Submit Questions to:

Rodney Burdette, Purchasing Coordinator
City of Charleston
501 Virginia Street East, Room 101 Charleston, WV 25301
Email: bids@cityofcharleston.org

4. BID SUBMISSION: Paper bids will be accepted either by hand delivery, mail, or courier service. Electronic bids will be accepted through the online procurement platform BidExpress. **Emailed bids will not be accepted.** Regardless of delivery method, bids must be received by City staff on or before the date and time of the bid opening. Any bid received by City staff is considered to be in the possession of the City and will not be returned for any reason. Bids that are not received on or before the closing date and time, will not be considered for contract award.

BID OPENING DATE:	October 6, 2026
BID OPENING TIME:	1:00 PM

Submit bids to:

Paper Bids Submitted to:	Rodney Burdette, Purchasing Coordinator City of Charleston 501 Virginia Street East, Room 101 Charleston, WV 25301
Electronic Bids:	www.bidexpress.com

5. PAPER BID DOCUMENTS: Each paper bid must be submitted in a sealed envelope with the following information:

5.1 Marked on the outside of the Envelope:

A. Vendor Name



City of Charleston, WV

2026-37 CFD Technical Rescue Equipment Package

B. Vendor Address

C. Solicitation Number and Name

D. BID OPENING DATE and BID OPENING TIME

5.2 Completed Signed forms to Include with Bid:

1. Pricing Page
2. Contact and Signature Form
3. Purchasing Affidavit
4. Protest Acknowledgement Form
5. Addendum Acknowledgement Form
6. Local Vendor Form (if Applicable)
7. Certification of Insurance
8. Any Required Certifications or License (if Applicable)
9. Any and all additional forms listed in the Specifications or Terms and Conditions
10. Bid Bond (if Applicable)
11. Drug Free Affidavit (if Applicable)
12. Subcontractor List (if Applicable)
13. Federal Funds Addendum (if Applicable)

6. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the City. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

7. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

8. ALTERNATE MODEL OR BRAND: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to



City of Charleston, WV

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reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the City at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

9. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

10. LOCAL VENDOR PREFERENCE: A local vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. 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 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 lowest responsible bidder submits a bid that is greater than \$125,000.



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11. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

12. 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 because 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
2. Perform construction or installation contracts in Charleston
3. Render services in Charleston.
4. 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.

13. NON-RESPONSIBLE: The City reserves the right to reject the bid of any vendor as non-responsible in accordance with W. Va. Code of State Rules § 148- 1-5.3, when the City determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

14. ACCEPTANCE/REJECTION: The City may accept or reject any bid as whole, or in part, and may make partial awards if appropriate and necessary based on unit price.

15. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§5-22-1 et seq., 5G-1- 1



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et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq. DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE. Submission of any bid, proposal, or other document to the City constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The City will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.



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GENERAL TERMS AND CONDITIONS

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the City of Charleston, WV, constitutes acceptance by the City of this Contract made by and between the City of Charleston and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract. The plans, specifications, and other specified provisions thereto and Vendor's response thereto, including but not limited to specifications, warranty information, any addendums, and all other information provided by Vendor, are incorporated herein and made a part hereof, collectively, as "Attachment A."

In consideration of such payments and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vendor agrees to provide the Materials and perform the Services in accordance with the provisions of this Agreement, Attachment A, and all other exhibits attached hereto and documents incorporated herein by reference.

The parties acknowledge and agree that Attachment A is intended to and shall supplement the terms of this Agreement, but in the event of any inconsistency between the provisions of this Agreement and Attachment A, City shall have the exclusive right to elect which provision shall control. The parties further acknowledge and agree that in the event of any inconsistency between the Request, including attachments thereto, and Vendor's responses, including any attachments thereto, contained in Attachment A, City shall have the exclusive right to elect which provision shall control.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "City" means the City of Charleston, WV, that is identified on the first page of the Solicitation seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendor's submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the City and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Solicitation" means the official notice of an opportunity to supply the City with goods or services that is published by the City.



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2.5. “Vendor” or “Vendors” means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ ~~Term Contract Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. Renewal Term: This Contract may be renewed upon the mutual written consent of the City and the Vendor. All requests for renewal must be submitted in writing thirty (30) days prior to the expiration date of the initial contract term or an appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. This Contract becomes effective on the effective start date listed on the Notice to Proceed.~~

☐ ~~Fixed Period Contract: This Contract becomes effective upon Vendor’s receipt of the notice to proceed and must be completed within _____ days or by/on the date listed in Section _____ of the Solicitation.~~

☐ ~~Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor’s receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days or by/on the date listed in Section _____ of the Solicitation. Upon completion of the work covered by the preceding sentence, the vendor agrees that:~~

☐ ~~the contract will continue for _____ years;~~

☐ ~~the contract may be renewed for _____ successive _____ year periods or shorter periods, provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and City.~~

☒ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.



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☐ Construction/Project: This Contract becomes effective on the effective start date listed on the Notice to Proceed and must be completed within 120 days of award.

☐ Other: _____. effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired. This Contract becomes effective on the effective start date listed on the Notice to Proceed.

4. PROCUREMENT OF AGREEMENT: Vendor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee, or any other compensation.

Vendor represents and warrants that it is authorized to do business in the State of West Virginia and may lawfully perform the Services and provide the Materials required by this Agreement without violating any Federal, State, or local law or regulation.

The Vendor represents and warrants that the execution, delivery and performance hereof including the performance of the Services and the sale of the Materials have been authorized and approved by all necessary action on its behalf, constitutes its valid and binding obligation and that the same shall not violate any law or agreement binding on or applicable to Vendor.

5. FAIR PRACTICES: Vendor, and each person signing on behalf of Vendor, represents, warrants, and certifies, under penalty of perjury, that to the best of their knowledge and belief:

The prices in Attachment A have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such price with any other bidder or with any competitor.

Unless otherwise required by law, the prices stated in this Agreement and Attachment A have not been knowingly disclosed by Vendor prior to the proposal opening, directly or indirectly, to any other bidder or to any competitor.

No attempt has been made or will be made by Vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

6. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract upon the date of the Notice to Proceed signed by the City Manager or their designee.



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7. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open-End Contract:** ~~Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the City. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.~~

☐ **Service:** ~~The scope of the service to be provided will be more clearly defined in the specifications included herewith.~~

☐ **Combined Service and Goods:** ~~The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.~~

☒ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor and City.

☐ **Construction:** ~~This Contract is for construction activity more fully defined in the specifications.~~

8. EMERGENCY PURCHASES: The City may authorize a purchase of goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the City shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the City from fulfilling its obligations under a One-Time Purchase contract.

9. REQUIRED DOCUMENTS: In addition to any requirements under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the City. The request may be prior to or after contract award at the City's sole discretion. All of the items checked in this section must be provided to the City by the Vendor as specified:



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☐ **LICENSE(S) WV Contractor's License**

☒ **CERTIFICATION(S)**

☐ **PERMIT(S)**

☐

☐

☐ The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications, regardless of whether or not that requirement is listed above.

10. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award and shall name the City as an additional insured for purposes of this Agreement and the indemnity provisions herein. Vendor shall be responsible for the payment of all deductibles. All policies shall provide primary coverage, shall reflect that the Vendor is responsible for any and all deductibles, and shall otherwise be in such form and with such endorsements and riders as the City shall specify. Insurance coverage required herein shall be furnished by a company approved by the insurance commission of the State of West Virginia. In the event that Vendor's insurer denies coverage or terminates Vendor's insurance coverage, the City may, at its option, terminate this Agreement immediately. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the City with proof that the insurance mandated herein has been continued. Vendor must also provide the City with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award, regardless of whether that insurance requirement is listed in this section. Vendor must maintain:

☒ Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

☒ Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.



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☐ Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence.

☐ Commercial Crime and Third-Party Fidelity Insurance in an amount of: _____ per occurrence.

☐ Cyber Liability Insurance in an amount of: _____ per occurrence.

☐ Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

☐ Pollution Insurance in an amount of: _____ per occurrence.

☐ Aircraft Liability in an amount of: _____ per occurrence.

11. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers' compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

12. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the City's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

13. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the City that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

14. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the City. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the City in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the City and invoice at the lower of the contract price or the publicly advertised sale price.



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15. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid monthly or annually in advance.

Requests for payment for Materials provided and Services performed in any month shall be prepared and submitted monthly by Vendor in the form of a proper detailed invoice. The City will pay proper requests for payments within thirty (30) days following City's receipt of a proper request for payment. For contracts involving construction services or architecture and engineering services, the City may withhold ten percent (10%) of each interim payment. Vendor shall provide a certified payroll with each invoice submitted. **Invoices shall be mailed to: City Manager, City of Charleston, P.O. Box 2749, Charleston, WV 25330, or hand delivered to City Manager, 501 Virginia Street East, Charleston, WV.**

City may reject any Services or Materials that do not conform to this Agreement, provided that approval shall not be unreasonably withheld. No payment shall be made until said services are performed to the satisfaction of the City. Vendor shall immediately correct such non-conforming Services or Materials without additional cost to City.

City agrees to pay Vendor the retainage amount accrued and the remaining Total Contract Amount within thirty (30) working days of completion of all the following:

1. Inspection of the Materials and Services by City;
2. Acceptance of the Materials by City;
3. Timely completion of the Services to the satisfaction of City; and
4. Receipt by City of a proper invoice from Vendor.

16. TAXES: The Vendor shall pay and be solely responsible for any applicable sales, use, personal property, or any other taxes directly or indirectly arising out of this Contract and the transactions contemplated thereby, including but not limited to municipal Business and Occupation Taxes. The City is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES, INTEREST: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the City, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of Vendor's bid. Requesting such fees or



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charges be paid after the contract has been awarded may result in cancellation of the contract.

18. CANCELLATION: City shall have the right to terminate this Agreement, in whole or in part, in accordance with the following, or for reasons set forth elsewhere in this Agreement:

- A. Upon the default by Vendor under any covenant or other term or condition of this Agreement or Attachment A, or if any warranty or representation made by Vendor is untrue in any material respect; or
- B. Upon Vendor's becoming insolvent or upon commencement under the Bankruptcy Act of any similar proceeding either voluntarily or involuntarily; or
- C. If funds are not appropriated by City for the purposes of this Agreement. In the event of City's termination pursuant to this section of the Agreement, City agrees to compensate Vendor for all Services and Materials for which funds were appropriated, and which were satisfactorily performed through the date of termination; or
- D. Upon failure by Vendor to perform the Services with sufficient and qualified employees, sufficient and suitable equipment, or with sufficient and suitable Materials to assure the prompt and satisfactory completion of the work; or
- E. If Vendor performs the Services unsuitably or neglects or refuses to remove and replace non-conforming Materials or to correct non-conforming Services to the satisfaction of the City; or
- F. If Vendor fails to maintain General Liability insurance as required herein, with the City and its agents as additional insureds, with limits of at least \$1 million; or
- G. For any other lawful reason, provided that the City provides thirty (30) days' written notice to the Vendor.

Upon such termination resulting from the default of Vendor, City may, in addition to its other rights and remedies hereunder, institute a civil action for damages or specific performance and exercise such other rights and remedies as it may have under applicable law.



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In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Vendor pursuant to this Agreement shall, at the option of the City, become property of the City.

19. TIME: Time is of the essence regarding all matters of time and performance in this Contract. Vendor shall complete the Services to City's satisfaction:

☐ Project will be substantially completed within _____

☒ Within a reasonable time of receiving the notice to proceed

unless the term herein shall be extended by the mutual written agreement of the Parties hereto. If Vendor fails to perform its obligation to provide the Materials and complete the Services by such date, or otherwise breaches the terms of this Agreement or Attachment A, City may, but without any obligation to do so, terminate this Agreement immediately, call Vendor's bonds, engage another vendor or vendors to provide the Materials and/or complete the Services as City may determine, and seek monetary damages from Vendor in addition to other remedies available under this Agreement, Attachment A, or applicable law. Vendor shall not be responsible for: (1) delays occasioned by circumstances beyond the control of Vendor, including property access, labor strikes, lockouts and unavoidable casualties or causes; or (2) changes ordered by City, unless the changes were necessary to correct defects or non-compliance of the Services or the Materials.

20. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. If Vendor fails to comply with the aforementioned laws and/or requirements, the City may, at its discretion, take appropriate action, including, but not limited to, calling Vendor's bonds and/or terminating this Agreement immediately.

20.1. SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.



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21. PROHIBITED ACTIVITY: During the performance of this Agreement, Vendor or personnel employed hereunder shall not use their position as a Contractor for the City of Charleston to directly promote political activities, inherently religious activities, lobbying, political patronage, or nepotism activities.

22. DILIGENT REVIEW BY VENDOR AND ABILITY TO PERFORM THE SERVICES: Vendor agrees and acknowledges that:

- A. Vendor has examined and carefully studied this Agreement, Attachment A hereto, and other related data identified in the request for bids and the plans, specifications, and other specified provisions thereto;
- B. Vendor has visited the site of the project, has become familiar with it, and is satisfied as to the general, local, and site conditions that may affect cost, progress, provision of the Materials, and performance of the Services;
- C. Vendor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site of the project which may affect cost, progress, provision of the Materials or performance of the Services or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by this Agreement, Attachment A, and all safety precautions and programs incident thereto;
- D. Vendor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the provision of the Materials or performance of the Services at the Total Contracted Price stated herein.
- E. Vendor has given the City Manager and/or the design engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor has discovered in this Agreement and Attachment A hereto, and the written resolution thereof by the City Manager and/or design engineer is acceptable to Vendor; and



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- F. This Agreement and Attachment A hereto are generally sufficient to indicate and convey understanding of all terms and conditions for provision of the Materials and performance of the Services to the satisfaction of the City.

23. TRAFFIC CONTROL: Vendor shall always conduct work in such a manner and in such sequence as will assure the least interference with traffic. During the performance of the Services, Vendor shall be solely responsible for putting in place adequate safety measures and warnings for both pedestrians and vehicular traffic, including, but not limited to, barricades, flashing lights, flaggers, and all other measures required by law or necessary under the circumstances. Vendor should anticipate pedestrian traffic and shall provide adequate measures to protect the work and the public.

24. RESPONSIBILITY OF AVOIDING STRUCTURES: Vendor shall assume full responsibility for the protection of all property owned by City or by any third party in the vicinity of the project. Vendor shall notify the City Manager if Vendor's work encroaches on structures or property owned by a third party in the area of the project. Vendor shall replace or repair at Vendor's expense any and all property of any kind damaged as a result of Vendor's work at no additional cost to the City.

25. ACCESS: City agrees to take all actions necessary to allow Vendor and its subcontractor(s) authority to enter the property upon which Vendor's Services are to be performed. Vendor shall take all reasonable precautions to minimize any damage to the property covered by the Agreement and to any adjoining property. Any cost of correction, repair, or replacement to such property, or adjoining properties, shall be borne by Vendor.

26. CLEAN UP: Vendor shall pick up all debris and materials resulting from its work and remove it from the job site. Vendor shall dispose of all debris resulting from its work at its own expense and in conformity with applicable Federal, State, and local health and sanitary codes and laws. Vendor shall be responsible for complete and lawful removal of any and all hazardous material/debris resulting from Vendor's work activities from the job site. The final clean up shall be reviewed and approved by the City Engineer prior to final payment.

27. DISPUTE RESOLUTION, JURISDICTION AND VENUE: Any references to arbitration contained in the Agreement are hereby deleted, as is any requirement to waive a jury trial. If any breach, default, or other dispute arises out of this Agreement, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default, or other dispute through negotiation and/or mediation. If the parties cannot resolve the matter without litigation, the Parties acknowledge and agree that either the Circuit Court of



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Kanawha County, West Virginia, or the Federal District Court for the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default, or other dispute giving rise to the litigation. Any language requiring or permitting disputes under the Agreement to be resolved in any other court is deleted. Vendor acknowledges and agrees that resolution agreements reached through consultation and negotiation, or any other form of dispute resolution, may be subject to approval by City's governing body during a public meeting.

28. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the City and the Vendor and, for any modification to be enforced against City, shall reference the Section of this Agreement to be modified and specifically identify the term, condition, or obligation to be modified. Any change to existing contracts that adds work or changes contract cost, and was not included in the original contract, must be approved by the City.

29. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

30. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the City, such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

31. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the City.

32. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

33. CITY EMPLOYEES: City employees are not permitted to utilize this Contract for personal use, and the Vendor is prohibited from permitting or facilitating the same.



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34. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the City, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the City's policies, procedures, and rules.

35. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq. DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE. Submission of any bid, proposal, or other document to the City constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The City will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

36. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 State Tax Division, West Virginia Offices of the Insurance Commissioner, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the City to verify that the Vendor is licensed and in good standing with the above entities.

36.1 SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are required to be licensed, in good standing, and up to date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.



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37. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from the City, the Vendor agrees to convey, sell, assign, or transfer to the City 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 price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the City. Such assignment shall be made and become effective at the time the City tenders the initial payment to Vendor.

38. VENDOR NON-CONFLICT: Vendor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict or compromise in any manner or degree with the performance of the Services or the provision of Materials as herein provided. Any such interests shall be promptly presented in detail to the City.

39. VENDOR RELATIONSHIP: The relationship of the Vendor to the City shall be that of an independent contractor, and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor nor any employees or subcontractors of the Vendor shall be deemed to be employees of the City for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the City and shall provide the City with a defense against any and all claims, including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

40. INDEMNIFICATION: In addition to, and not in lieu of the indemnity provisions set forth in this Section, Vendor agrees that it shall indemnify, defend and hold harmless City, its officers, employees and agents (hereinafter collectively, "City" for purposes of the indemnity, defense, hold harmless and insurance obligations contained in this Agreement) from and against any and all claims, demands, obligations, causes of action, lawsuits, fines, costs, judgments and damages of any character whatsoever, and all expenses associated therewith (including, but not limited to, reasonable attorney's fees and costs), arising from



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or related in any way to: (i) the operations of Vendor, its officers, agents, employees, subcontractors and its related or affiliated companies (hereinafter collectively, "Vendor" for purposes of the indemnity, defense and hold harmless obligations contained in this Agreement); (ii) Vendor's provision of the Services or Materials; (iii) any act or omission, negligence or misconduct of Vendor; (iv) a breach of this Agreement; (v) failure of Vendor to complete any required work as specified in the Agreement; or (vi) failure of Vendor to perform any obligation contained in the Agreement or otherwise agreed to by Vendor, whether written or oral. Vendor specifically acknowledges that the indemnification, defense, and hold harmless obligations imposed by this Agreement require Vendor to indemnify and defend City regardless of whether or not any claimant or litigant also alleges that City was negligent. Further, Vendor agrees that its duty to defend and indemnify City does not require a judicial determination of the Vendor's negligence as a precondition of the duty to indemnify and defend City.

In addition to, and not in lieu of the indemnity provisions set forth in this Section, Vendor shall be solely responsible for all physical injuries or death to its officers, agents, employees and subcontractors and, consistent with the obligations imposed by this Agreement, shall indemnify, defend and hold harmless City for such injury or death. Vendor shall be solely responsible for the safety and protection of all of its employees, whether due to the acts and omissions, negligence, fault, or default of Vendor or not. Vendor hereby agrees to purchase and carry workers' compensation insurance for all of its employees and to ensure that all of its subcontractors purchase and carry workers' compensation insurance for all of their employees.

In addition to, and not in lieu of the indemnity provisions set forth in this Section, Vendor shall be solely responsible for any and all damage to any property of the City or of any third-party related in any way to Vendor's operations, provision of the Services or Materials, or any act or omission, negligence or misconduct of Vendor. Consistent with the obligations imposed by this Agreement, Vendor shall indemnify, defend and hold harmless City for any and all such damage, and, in the event of damage to any property of City, shall promptly reimburse City for all costs and expenses of any character upon Vendor's receipt of a demand for reimbursement by City.

The indemnity provided for in the Section herein shall be deemed in addition to and in no way a limitation upon the right of common law indemnification of City, its officers, employees, and agents from Vendor.



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41. NO DEBT CERTIFICATION: The City is prohibited from awarding a contract to any bidder that owes a debt to the City. By submitting a bid, or entering into a contract with the City, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the City (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

42. REPORTS: Vendor shall provide the City with the following reports identified by a checked box below:

☒ Such reports as the City may request.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency.

43. BOOKS, RECORDS, AND AUDIT BY CITY: All vouchers or invoices presented for payment to be made hereunder, and the books, records, and accounts upon which said vouchers or invoices are based, are subject to audit by appropriate City officials. Vendor agrees to maintain and retain separate and accurate books, records, documents, and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Vendor agrees to retain all books, records, and other documents relevant to this Agreement for ten years after the final payment or termination of this Agreement, whichever is later. City, State, and Federal auditors, and any other persons duly authorized by the City, shall have full access to and the right to examine any of said materials during said period.

Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by City.

Vendor shall not be entitled to final payment under the Agreement until all requirements of this Agreement and Attachment A have been satisfactorily met.

44. VENDOR'S REPRESENTATION, WARRANTIES, AND GUARANTEE; PROHIBITION AGAINST USED OR REFURBISHED: Unless otherwise agreed to in writing by City or expressly permitted by City in Attachment A, Vendor hereby represents, warrants and agrees that the Materials used in connection with the Agreement are new, in good and marketable condition, have never been used, are sufficient for their intended purposes, are in



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compliance with the specifications in Attachment A, and that Vendor owns them and has the right to sell and convey them to City free of liens and encumbrances. Vendor hereby assigns to City all rights to any and all warranties and/or guarantees, whether express or implied, made to Vendor by the manufacturers or distributors of the Materials or any part thereof. Vendor agrees to assist the City in enforcing any and all warranties and/or guarantees related to the Materials.

Vendor further warrants that, if any of its completed Services fail to conform to this Agreement or Attachment A, Vendor shall, at its own expense, and provided Vendor is notified of such defect or non-conformity within one year of the completion of the Services, either perform corrective services at no cost to City as may be required to correct such defect or non-conformity or refund to City the amount paid to Vendor for Services that are defective or non-conforming.

45. PROTECTION OF WORK AND MATERIALS; SUSPENSION OF WORK: Vendor shall at all times be solely responsible for the protection of all work and Materials against damage or injury. In the event of temporary suspension of work for any reason, including, but not limited to, inclement weather, Vendor shall immediately take all action(s) necessary to ensure the protection of all work and Materials against damage or injury.

City may suspend work if the City Manager or his designee determines that suspension is in the City's best interest and/or the City elects to terminate this Agreement for any of the provisions contained in this Agreement. The City Manager and/or the designee will deliver to Vendor a Notice of Suspension specifying the extent and duration of the suspension and the effective date thereof. Upon receipt of such Notice of Suspension, Vendor shall immediately proceed to stop work, as specified in the notice, place no further subcontracts or orders for materials (except as necessary to complete any work that is not subject to suspension), and take all action(s) necessary, including any action(s) that the City Manager may direct, for the protection and preservation of the Materials and any property related to this Agreement.

If, in the opinion of the City Manager, any work or Materials have been damaged or injured by reason of failure on the part of the Vendor or his subcontractors to protect their work or Materials, such Materials shall be removed and replaced at the expense of the Vendor.

46. GOVERNING LAW: The Agreement shall be deemed to be executed in the City of Charleston, State of West Virginia, regardless of the domicile of Vendor, and shall be governed by the laws of the City of Charleston and State of West Virginia. This provision replaces any references to any other State's governing law.



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The parties agree that any and all claims asserted by or against City arising under this Agreement, or related thereto, shall be heard and determined either in the United States District Court for the Southern District of West Virginia or in the Circuit Court of Kanawha County, West Virginia.

47. CONDITIONS PRECEDENT: This Agreement shall neither be binding on City nor effective until the execution of this Agreement by the City Manager or their authorized representative. The requirements of this section of this Agreement shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Agreement to be effective and for the expenditure of City funds.

48. GENERAL RELEASE; WAIVER OF MECHANIC'S LIENS: The acceptance by the Vendor and its assignees of the final payment under this Agreement, whether by check, voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to City from any and all claims of and liability to Vendor arising out of the performance of this Agreement. Vendor waives its right to file a mechanic's or other lien in connection with the provision of the Services or Materials.

49. NO CLAIM AGAINST OFFICER, AGENT, OR EMPLOYEES: No claim whatsoever shall be made by Vendor against any officer, employee, or agent of City for, or on account of, anything done or omitted in connection with this Contract.

50. NOTICE BETWEEN VENDOR AND CITY: Vendor and City hereby designate the business mailing addresses set forth in this Agreement as the places where all notice, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Such address may be changed at any time by either party by written notice to the other party in the manner prescribed herein.

Vendor shall identify and provide a superintendent, foreman, or supervisor who shall have the authority to act for Vendor for the purposes of this Agreement.

51. FORCE MAJEURE: In the event of any condition or event, not existing as of the date of execution of the Agreement, not reasonably foreseeable as of such date, and not reasonably within the control of the parties which prevents in whole or in material part the performance of either party of its obligations hereunder, the obligations of each party to perform under the Agreement shall be suspended until the cause no longer prevents or makes impracticable either party's performance at which time all obligations shall resume. Either party shall have the right to terminate this Agreement upon written notice to the other should the condition or event continue for a period of two (2) days or more. Force Majeure events or conditions



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shall include, but not be limited to, riots, war, governmental action, strikes or lockouts (other than the parties), epidemics, floods, earthquakes, and explosions.

52. ENTIRE AGREEMENT: This Agreement, including Attachment A and all other exhibits attached hereto, and documents incorporated herein by reference, constitutes the entire Agreement between City and Vendor and supersedes all prior or contemporaneous communications, whether electronic, oral, or written, between City and Vendor.

53. HEADINGS: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

54. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force or effect.

55. SURVIVAL: The insurance and indemnity obligations contained in this Agreement herein shall remain in full force and effect and shall survive the completion or earlier termination of this Agreement.



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Contact and Signature

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) _____

(Address) _____

(Phone Number) _____

(Email address) _____

CERTIFICATION AND SIGNATURE: By signing below, I certify that: I have reviewed this Solicitation/Agreement, including all of these Terms and Conditions as well as Attachment A, in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid constitutes an offer to the City that cannot be withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any entity that may require registration.

VENDOR SIGNATURE

(Company) _____

(Signature) _____

(Printed Name) _____

(Title) _____

(Date) _____

(Phone Number) _____



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(Email Address) _____

(Mail Address) _____

CITY SIGNATURE

CITY OF CHARLESTON, A WEST VIRGINIA MUNICIPAL CORPORATION

(Signature) _____

(Printed Name) _____

(Title) _____

(Date) _____

(Phone Number) _____

(Email Address) _____

(Mail Address) _____

DISCLOSURE OF LOBBYING ACTIVITIES

OMB Control Number: 4040-0013

Expiration Date: 2/28/2025

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. * Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	3. * Report Type: ☒ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☒ Prime ☐ SubAwardee * Name * Street 1 Street 2 * City State Zip Congressional District, if known:		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: 	7. * Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant: Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip		
b. Individual Performing Services (including address if different from No. 10a) Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: * Name: Prefix * First Name Middle Name * Last Name Suffix Title: Telephone No.: Date:		
Federal Use Only:		STANDARD FORM LLL (REV. 7/1997) Authorized for Local Reproduction

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: **Benjamin Mishoe, City Manager, City of Charleston, 501 Virginia Street, 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: _____

2026-37 CFD Technical Rescue Equipment Package

CITY OF CHARLESTON PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE OR POLITICAL SUBDIVISION:

West Virginia Code § 5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars (\$1,000) in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contracts may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in a timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for a price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, the West Virginia Insurance Commission or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code § 61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____



CITY OF CHARLESTON, WEST VIRGINIA

LOCAL VENDOR AFFIDAVIT

Pursuant to § 2-480 of the Charleston City Code, a Local Vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. One condition requires the vendor to submit this affidavit confirming that **(1)** the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and **(2)** the vendor must state that it has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the bid opening.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under the penalty of law for false swearing (W. Va. Code § 61-5-3) that **(1)** the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and **(2)** the vendor has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the scheduled bid opening for the procurement listed below.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Corporate Name: _____

Authorized Signature: _____ Date: _____

(Printed Name and Title)

State of _____

County of _____, to wit:

Taken, subscribed, and sworn before me this _____ day of _____, 20 ____.

[SEAL]

Notary Public

My Commission expires _____, 20 ____.

Name of Procurement: 2026-37 CFD Technical Rescue Equipment Package Bid Opening Date: 10/06/2026



ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION: 2026-37 CFD Technical Rescue Equipment Package

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: (Check the box next to each addendum received)

- | | |
|---|--|
| ☐ Addendum No. 1 | ☐ Addendum No. 6 |
| ☐ Addendum No. 2 | ☐ Addendum No. 7 |
| ☐ Addendum No. 3 | ☐ Addendum No. 8 |
| ☐ Addendum No. 4 | ☐ Addendum No. 9 |
| ☐ Addendum No. 5 | ☐ Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company Name:	
Authorized Signature:	
Printed Name:	
Date:	

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing