 Solicitation was successfully advertised

Status: Advertised | Bids: 0

Withdraw Advertisement

More

Attachment List
Downloadable attachments that you provide for the bidder as part of the solicitation


Bid Bond
A bid bond form that provides surety verification

Build Your Own
This is a custom 'Build Your Own' component

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



General Info

 Click here to disable Q & A notifications for this solicitation.

Edit

Number

2022-21 Charleston Fire Department Boat

Deadline

10/14/2022 10:00 AM EDT

Auto Advertise

Description

Summary
The City of Charleston Fire Department is seeking bids for the purchase of a Fire Boat. The following should be an outline of service components and installation requirements. The completed fire boat should be turn-key including all vendor provided equipment and materials, and fully operable at delivery per the bid specification.

Allow zero unit prices and labor?

Yes

Allow negative unit prices and labor?

Yes

Allow Electronic Signatures?

Yes

Allow vendors to ask questions?

Yes

Restricted?

No

Mark solicitation as an RFP?

No

Q & A

Edit Print

Remarks

Deadline

10/07/2022 04:00 PM EDT

No questions have been asked.

ATTACHMENT LIST

Edit More

Order Name Description

- 1 2022-21 Fire Department Boat.pdf (146 KB)
- 2 INFORMATION FOR BIDDERS.pdf (166 KB)
- 3 Terms and Conditions.pdf (149 KB)
- 4 City of Charleston Purchasing Affidavit.pdf (110 KB)
- 5 Drug-Free_Workplace_Affidavit.pdf (78.1 KB)
- 6 Local Vendor Purchasing Affidavit - City of Charleston.pdf (137 KB)

OPTIONAL

6 Attachments

ADDENDUM ACKNOWLEDGMENT

Edit More

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

Addendum Number:

Date of Acknowledgment:

EXCEPTIONS AND DEVIATIONS

Edit More

Optional: Vendor is not required to complete.

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

Enter exceptions and deviations below:

BID AND PROPOSAL FORM (1 OF 3)

Edit More

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

Required

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

BID AND PROPOSAL FORM (2 OF 3)

Edit More

Search for item Code or Description

Reset Search

Order	Description	Quantity	Alternate	Optional	Fixed (Unit Price)	Unit Price
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Alternates are not included in bid total.

1	Lake Assault Fire Boat (or equal)	1	00			
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1 Item

◦ BID AND PROPOSAL FORM (3 OF 3)

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

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

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

Equal Employment Opportunities - - I acknowledge and agree that, in the performance of any City contract, the vendor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, or national origin. *

Authorized Bidder's Signature: *

Title: *

Date: *

Company Name: *

Address: *

Telephone Number: *

Fax Number:

Email Address: *

◦ BID BOND

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

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

▢ LIST OF STOCKHOLDERS

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

Provide a list of all stockholders by name and address owning 5% or more of the bidder's current stock must be submitted with the bid. In the case of partnerships or sole proprietorships, those receiving a 5% or more share of the company's net profit must be listed

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

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

Stockholder Name:*

Stockholder Address:*

• VENDOR PROTESTS

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

In the event that any vendor desires to protest City's selection, such vendor (hereinafter "Protestor") shall submit its protest in writing, which must be received by City within seven (7) calendar days of after City Council approves of the award. Provided that the City Manager reserves the right to extend the time for submission of the protest if he determines it is reasonable under the circumstances.

The written protest must be submitted to the **City Manager's Office, Attention: Jonathan Storage 501 Virginia Street East, Room 101; Charleston, WV 25301.**

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

Protests shall include the following information:

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

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

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

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

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

Protestor

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

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

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

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

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

Vendor Signature: _____

Date: _____

Required Document List

Edit More

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

ATTACHMENTS

INTENT

These specifications are intended to describe the purchase of a Fire Boat for the Charleston Fire Department. The details contained in the following specifications are not designed to exclude any manufacturer from bidding but are offered as a means of describing the needs of the City of Charleston. Where brand names are used, the words "or equal" are assumed to follow. All specifications are minimum requirements unless otherwise stated. Any deviations from the stated specifications must be described in detail. The merit of such deviations will be considered with regard to the City of Charleston's intended use.

DETAILED SPECIFICATIONS

Product: Lake Assault Fire Boat (or equal) as described herein

The details contained in the following specifications are not designed to exclude any manufacturer from bidding but are offered as a means of describing the needs of the Charleston Fire Department. Where brand names are used, the words "or equal" are assumed to follow. All specifications are minimum requirements unless otherwise stated. Any deviations from the stated specifications must be described in detail. The merit of such deviations will be considered with regard to the City of Charleston's intended use.

Quantity: 1

Boat:V- Hull with Full Width cabin:

General Specifications:

1. Hull length must be greater than 31', but not be greater than 34"
2. Beam must be less than 11'
3. Overall, Height must not to exceed 13'6" while on trailer and attached to tow vehicle
4. Draft must not exceed 18 inches with motors trimmed up and 24 inches with motors trimmed down.
5. Person and cargo capacity must be a minimum 3,500 lbs.
6. Boat weight must be no greater than 13,000lbs
7. Trailer weight must be no no greater than 2750 lbs
8. Combined boat and trailer weight must be a maximum of 15,750 lbs
9. Fire pump must be rated at a minimum of 1500 GPM

Hull Design & Outfitting:

1. Hull must be modified "V" with a 16-degree dead rise at the transom and 34" delta pad
2. There must be performance lifting strakes along the hull for improved cornering and reaching planning speed.
3. There must be a tread plate gunnel of at least 5" fore to aft.
4. All decks must be self-bailing and provide sufficient water egress.
5. The boat must include sacrificial anodes attached to the hull for electrolysis protection
6. The boat must have an Equipment Leakage Circuit Interrupter (ELCI) installed to guard against electrical shock to persons in the water.
7. Deck forward of the T-top must accommodate the engine and pump unit
8. A 3/4 " aluminum double pad eye must be incorporated into the keel
9. There must be a two- part polyurethane foam below deck to maintain flotation in the event of swamping.
10. 1 1/2" Pipe safety railings must be installed 6" above the gunnel from the dive doors, forward 72"
11. The boat must have eight (8) 10 " welded aluminum cleats.
12. Bottom plating must be .250" 5083 or 5086-H116
13. Side plating must be .190" 5083 or 5086-H32
14. Deck plating must be 0124" 5052-H32 diamond tread plate.
15. Deck structure and material must be aluminum, they must consist of 5083 or 5086 aluminum alloy with the thickness of .190, .250", and .375" and are fully welded to the hull and all deck height transverse bulkheads and longitudinal girders to contribute to the strength of the hull floor. Floor must be supported at minimum by 2x2 square tubing.

16. The boat must have 3" Dramax D (or equal) shaped rub rail along the full length of the boat at gunnel height.
17. The boat must include three (3) 2000 GPH automatic bilge pumps. Two must be located at the transom, and the other one at the forward end of the delta pad. The Pumps at the transom must be wired together so that they can come on at the same time
18. The boat must include one (1) T-Handle drain plug
19. The boat must include ABYC approved carbon monoxide detector in the cab
20. The boat must have dive door installed on port side
21. The boat must include a tow post that must be installed
22. The boat must have manually controlled bow mounted fire monitor
23. The boat must have an installed litter rope guard
24. The boat must have installed deck tie downs
25. The boat must have installed push knees at bow

Welding:

1. The hull and superstructure must be constructed of marine grade aluminum and MIG and TIG welded throughout
2. All water seams must be welded 100% on both sides
3. Longitudinal structural members must be stitch welded on opposite sides.

Fuel System:

1. The boat must have a minimum of 200-gallon fuel tank
2. Fuel tank must be EPA compliant and meets all venting and overflow safety requirements

Towing Equipment:

1. There must be a 2" double pipe motor guard with tow line guides.

Pilot House:

1. The boat full width Pilot House must have an interior clearance height of 76"
2. The component material must be all welded construction of 5086 aluminum alloy of 3/16" thickness.
3. The Pilot House must be equipped with a forward leaning, tempered safety glass windshield with windshield wiper and windshield washer fluid. Two sliding tempered safety glass windows, one on each side, and one clamped window on aft wall of house.
4. There must be a lockable sliding door with a tempered safety glass window on each side of the pilot safety house.
5. The dash console must provide room to include all of the equipment: electronics, throttles, switches, and steering components
6. The boat must include two (2) 10-BC rated marine fire extinguishers
7. The boat must include an overhead radio rack. Radios will be supplied by the fire department and installed by the manufacturer.
8. The boat must include a grab rail alongside the roof gutters on the port and starboard sides.
9. The boat must include two (2) overhead grab rails that run lengthwise in the Pilot House ceiling.
10. There must be a grab rail near the console at the pump control station.
11. There must be two (2) grab rails on the exterior forward wall of the Pilot House.
12. There must be four (4) 12V red/ white LED dome lights installed overhead inside of the cabin
13. There must be two (2) grab rails on the exterior aft wall of the Pilot House.
14. The boat must include a padded helm seat box with storage below.
15. Two Bentley Mariner (or equal) seats must be installed inside of Pilot House
16. The boat must include a roof top mounted A/C unit
17. The boat must have a diesel-powered heater with minimum 5 gallon fuel tank
18. Pilot House shall be CBRN rated
19. Remote control spotlight shall be mounted atop of the Pilot House

20. There shall be a remote-controlled roof top monitor installed on top of the Pilot House
21. Hazardous Gas and nuclear detection systems must be installed
22. The boat must include manual davit with two sockets mounted aft of the cabin, one port side and one starboard side
23. Paint for the interior must be grey, and the exterior of the cabin must be black.

Electrical System:

1. The vessel's electrical system must be a 12V DC and 120 VAC 60Hz.
2. The boat must have all electrical cable marine grade tinned copper wire and labeled for each circuit.
3. The boat cables must be routed in wire ways wherever possible. Cables must be protected with rubber wherever exposed to potential damage.
4. Electrical cables must be sized in accordance with the American Boat & Yacht Council recommendations.
5. All electrical cables must be marked in accordance with the markings in electrical drawings.
6. All electrical switches must be of a properly insulated heavy duty type toggles.
7. The electrical system must be grounded. The hull must not be used as part of a galvanized feeding loop.
8. All wiring for radios and electronics must be protected with circuit breakers.
9. Power, circuit protection, and control components must be protected against corrosion, excessive heat, excessive vibration, water spray, and EMI and RFI.
10. Mounting plates for the antenna must be on the roof.
11. The boat must have a deluxe single motor heavy duty wiper system.
12. The dash must include two (2) 12-volt power outlets and two (2) USB charging ports in the dash or console.
13. They must install 5kw unleaded gasoline generator, fuel to be supplied from onboard fuel tank. This will be used to power A/C unit, and battery charging system.

Batteries:

1. The boat must come with four(4) installed marine batteries.
2. The boat must have a battery distribution panel located on the console that includes a switch for each battery and crossover switches to allow jumping in case of a dead battery. A battery monitor system shall be installed.
3. An auto charging relay must be installed to allow the house bank to be charged via the engine alternators.
4. All of the batteries must be installed in plastic battery trays below a deck hatch outboard of the cabin.

120 V AC Electrical:

1. A 30- amp shore system must be installed to supply battery charger.
2. A three-bank battery charger must be installed for the shore power system.

12V DC Electrical:

1. A Blue Seas (or equal) 6 position distribution panel must be installed on the console.
2. Navigation lights must be installed to meet the USCG requirements with hinging anchor light mast.
3. Three 12V 2000 GPH bilge pumps with auto float switches must be installed.
4. The boat must include two (2) USB charging ports .

Propulsion:

1. Twin Four Stroke 350 HP Mercury outboard motors with stainless steel props must be included. They must include a fuel management system, power trim and tilt and wiring harness.
2. Engine monitoring must be done through a multi-function display unit on the dash.
3. The boat shall be equipped with a mercury JPO steering system

Fire Pump:

1. The fire pump must be powered by a 8 cyl marinized gasoline engine.
2. The pump end must be a 1500 GPM for direct connection to engine fly wheel.
3. The fire pump must be rated at 1500 GPM psi at the pump.
4. The pump control station must have a pressure/ RPM controller

5. There must be a remote control 6" shut off valve between the sea chest and pump with controls on the main console in the pilot house.
6. The dual wheel must be manually controlled deck mounted monitor must be 1500 GPM with stacked tips and stream straightener
7. The pump must be configured with a through hull suction into a sea chest with a minimum 6" intake. The sea chest shall have a screened inlet, and a valve to the sea chest outlet.
8. The boat should include a winterization kit to bypass sea water intake installed so that anti-freeze can be introduced for storage.
9. The boat must include a fresh water flushing port installed just ahead of the sea chest valve.

Paint:

1. The deck area and interior/ exterior of T-top must be painted with Zolatone (or equal) non-skid texture paint.
2. Below the water line shall be painted with antifouling paint

Emergency Lighting, Siren, and Work Lights:

1. Boat must include a 24" light bar, fully loaded with red LED's
2. A 100-watt siren speaker, Control Head and siren amplifier must be mounted on the overhead console.
3. The boat must include two Lumitec (or equal) scene lights mounted to the T-top
4. The boat must include strip lights in gunnels for walkway illumination.

Trailer:

1. A custom aluminum triple axle bunk trailer with electronic brakes, spare tire, and tongue jack on trailer must be included.
2. The trailer must include a Pintle hitch.
3. The trailer must include galvanized steel wheels and electric disc brakes.
4. Trailer must include an adjustable bow stop and winch stand with a manual 2-speed winch and strap.
5. Trailer must have submersible LED lights.

Electronics:

1. The boat must include two (2) Garmin (or equal) 12" touch screen sonar with GPS that

includes SideVu (or equal) and DownVu (or equal) chart plotting.

2. One 18" Garmin radar must be mounted on the top of the pilot house
3. The boat must include an AIS radio and antenna
4. The boat must include FLIR M364C mounted on top of the pilot house with joystick control

INFORMATION FOR BIDDERS

- **Local Vendor Preference**

A local vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. Such as, the vendor has marked on its bid submission that it is requesting to be considered a local vendor for bid evaluation purposes; the vendor provides documentation evidencing that it has the right to conduct business in the State of West Virginia; and the vendor submits an affidavit confirming that it has paid all applicable business taxes to the city or has a non-delinquent payment plan with the city and has had an active and current business and occupation tax account with the city collector during the entire preceding one-year period.

Competitive advantages shall be applied in the following manner:

- (1) A competitive advantage of 4% shall be applied to the local vendor's bid when, prior to applying the competitive advantage, the apparent lowest responsible bidder submits a bid that is greater than \$25,000 but does not exceed \$125,000.
- (2) The competitive advantage of \$5,000 shall be applied to the local vendor's bid when, prior to applying the competitive advantage, the apparent lowest responsible bidder submits a bid that is greater than \$125,000.

- **Business & Occupation Tax**

The City of Charleston broadly imposes a Business & Occupation Privilege Tax for the act or privilege of engaging in business activities within the City of Charleston. Business & Occupation Tax is measured by the application of rates against gross receipts or gross income of the business. All business activities are classified, and the classifications are significant inasmuch as the tax liability varies based on the different rates established for the specific types of business activities.

Individuals or businesses who do not have a physical location or office located in the City of Charleston are also subject to Business & Occupation Tax if they: 1) lease tangible personal property to lessees in Charleston, or 2) perform construction or installation contracts in Charleston or 3) render services in Charleston. Additionally, anyone who sells and/or delivers goods or products in Charleston may also be subject to Business & Occupation Tax.

Business & Occupation Tax should be considered when preparing your bid. If you are uncertain as to your business activity or how your business should properly calculate the tax when preparing your bid, please contact us at botax@cityofcharleston.org.

NOTE: No contract or purchase of materials or equipment will be awarded to a company whose Business & Occupation Tax status is delinquent.

- **Paper Bidding**

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

Receipt and Opening of Bids

Sealed bids will be received by the City Manager until **Friday, October 14, 2022, 10:00 a.m.** The bid opening will be held immediately following in the City Manager's office.

Preparation of Bid

Each bid must be submitted in a sealed envelope with the following information marked on the outside: **name of bidder, address, project name, and bid opening date and time.**

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

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

**GENERAL TERMS AND CONDITIONS
FOR
SERVICE AGREEMENTS**

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

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

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

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

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

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

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

CITY OF CHARLESTON PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE OR POLITICAL SUBDIVISION:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

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

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

LICENSING:

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

spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

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

<http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to wit:

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

[SEAL]

Notary Public

My Commission expires _____, 20 ____.



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

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

1. I am an employee of _____; and,
(Company Name)

2. I do hereby attest that _____
(Company Name)

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

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

Printed Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

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

By Commission expires _____

(Seal)

(Notary Public)



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

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

AFFIRMATION

By signing this form, the vendor's authorized signer **AFFIRMS** and **ACKNOWLEDGES** under the penalty of law for false swearing (W. Va. Code § 61-5-3) the following:

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

(Printed Name and Title)

State of _____

County of _____, to wit:

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

[SEAL]

Notary Public

My Commission expires _____, 20 ____

Name of Procurement: _____ Bid Opening Date: _____