

REQUEST FOR QUOTATION
City of Charleston, WV
2026-25 LED Bulbs CURA Streetlighting System

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The City of Charleston, WV (the City) is soliciting quotes from qualified vendors for the purchase and delivery of Two Hundred Ten (210) LED replacement bulbs for existing CURA street lighting fixtures.

The City requires the supply of LED bulbs meeting the specifications outlined in Section 3.1 of this RFQ. The selected vendor(s) shall provide all materials, packaging, and delivery to the location specified by the City.

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.

Event	Date	Time
RFQ Issued	March 6, 2026	-
Deadline for Written Questions	March 20, 2026	2:00pm
Addendum Issued (if necessary)	March 24, 2026	2:00pm
Bid Opening	March 31, 2026	2:00pm

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 the General Terms and Conditions.

2.1 "Contract Items" means one (210) LED Replacement bulbs for existing street lighting fixtures.

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>

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- 3. MANDATORY CONTRACT ITEM REQUIREMENTS:** Contract Items must meet or exceed the mandatory requirements listed below:

3.1 LED Bulbs for CURA Streetlighting System

All LED bulbs provided under this RFQ must meet or exceed the following minimum specifications:

3.1 Technical Specifications

3.1.1 Electrical Specifications

<u>Parameter</u>	<u>Requirement</u>
Wattage	150 watts +/- (LED equivalent to 400 watt High Pressure Sodium)
Voltage	480-volt
Base Type	Mogul Base (EX39)
Power Factor	Greater than 90%
Total Harmonic Distortion	Less than 20%
Surge Suppression	Minimum 4kV

3.1.2 Lighting Performance Specifications

<u>Parameter</u>	<u>Requirement</u>
Color Temperature	3000 Kelvin
Color Rendering Index (CRI)	Greater than 80
Beam Angle	285° or omnidirectional preferred
Luminous Efficacy	Minimum 120 lumens per watt

3.1.3 Physical Specifications

<u>Parameter</u>	<u>Requirement</u>
Maximum Length	9 inches
Maximum Diameter	4 inches

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3.1.4 Additional Requirements

- Bulbs with selector switches (for wattage or color temperature selection) are acceptable provided they meet the above specifications at the required settings
- Bulbs must be rated for both open and enclosed Fixtures
- IP64 rating or equivalent for weather resistance
- Operating temperature range: -40°F to +122°F (-40°C to +50°C)
- Active or passive cooling system as appropriate for the design
- Mercury-free and RoHS compliant
- Direct line voltage operation (no ballast required)

3.1.5 Certifications and Listings

All bulbs must carry the following certifications:

- cULus 1598c or equivalent
- FCC Class B compliance
- DLC (DesignLights Consortium) listing preferred
- Lead-free certification

3.1.6 Reference Product

For reference purposes, the LEDVANCE HIDr1A/S150HUV8SC2/MOG (Item Number 42007) has been identified as meeting the stated specifications. Vendors may propose this product or any equivalent product that meets or exceeds all requirements in Section 3.1.

3.1.6 Warranty Requirements

Minimum Warranty Period:

All LED bulbs shall carry a minimum manufacturer's warranty of 5 years from the date of delivery.

Warranty Coverage

The warranty shall cover:

- Defects in materials and workmanship
- Premature failure of LED components
- Failure to meet rated performance specifications
- Replacement of defective units at no cost to the City

Rated Life

Bulbs shall have a rated life of at least 50,000 hours at L70 (maintaining at least 70% of initial lumen output).

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4. CONTRACT AWARD:

4.1 Contract Award: The purpose of this Contract is to provide the City with purchase pricing for **Two Hundred Ten (210) LED replacement bulbs** for existing street lighting fixtures. The City shall award the Contract to the **lowest responsive and responsible bidder**, provided the following conditions are met:

Award is subject to the following conditions:

- Vendor compliance with all specifications herein
- Vendor qualification verification
- Approval by City Council (if required by City ordinance)
- Compliance with West Virginia procurement law and City purchasing policies

4.2 Pricing Page: Vendor should complete a Pricing Page to provide to the City in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

4.3 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 the Contract Items within 60 working days after receiving a purchase order or notice to proceed, or as otherwise agreed in writing.

Delivery location: Charleston Traffic and Transportation Department, Attn: Matt Hartline, 612 Washington Street E, Charleston, WV 25301

If Vendor's location is more than 50 miles from the City, the Vendor must deliver the Contract Items to the designated City location. If Vendor's location is less than 50 miles from the City, arrangements with the City must be made for pickup of the Contract Items.

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

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the City could be grounds for cancellation of the Contract and/or obtaining the Contract Items from a third party at Vendor's expense.

5.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the location referenced in Section

5.3.1 Vendor retains all risk of loss until delivery and acceptance by the City.

5.4 Return of Unacceptable Items: If the City deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. The vendor should arrange for the return within five (5) days of being notified that items are unacceptable or permit the City to arrange for the return and reimburse the City for delivery expenses.

If the original packaging cannot be utilized for the return, Vendor will supply the City with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the City's location.

The returned product shall either be replaced, or the City shall receive a full credit or refund for the purchase price, at the City's discretion.

5.5 Return Due to City Error: Items ordered in error by the City will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging.

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.

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 §5-22-1 et seq. (Prevailing Wage Act) and §6A-3-1 et seq. (Government Procurement Competition Act).

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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.

7. Award to Lowest Responsive and Responsible Bidder:

The City of Charleston will award this procurement for two hundred ten (210) CURA LED streetlight replacement bulbs solely to the lowest responsive and responsible bidder in accordance with applicable City purchasing policies and West Virginia law. The term “responsive” refers to a bid that complies in all material respects with the RFQ requirements, and “responsible” refers to a bidder that possesses the capability, integrity, and reliability to fully perform the contract requirements. The City reserves the right to reject any or all bids and to waive minor informalities or irregularities when deemed in the City’s best interest.

Solicitation: 2026-25 LED Bulbs CURA Streetlighting System

PRICING PAGE

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

Include all shipping, handling, and delivery costs for materials in the bid price, ensuring that the total cost reflects full delivery to the designated location.

Delivery truck must be equipped with a pallet jack and liftgate. Shipments must be delivered Monday through Friday between 9:00 AM and 3:00 PM.

<u>Mandatory Requirement</u>	<u>Quantity</u>	<u>UM</u>	<u>Unit Price</u>	<u>Total Price</u>
[3.1] LED Bulbs for CURA Streetlighting fixtures	210	EA	\$	\$

QUANTITIES ARE FOR BIDDING PURPOSES ONLY AND ARE NOT GUARANTEED. THE CITY SHALL ONLY PAY FOR ACTUAL AMOUNTS RECEIVED. The price of unit items will not change based on amount ordered.

(Company) _____

(Signature) _____

(Printed Name) _____

(Title) _____

(Date) _____

(Phone Number) _____

(Email Address) _____

INFORMATION FOR BIDDERS

- **Local Vendor Preference**

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

Competitive advantages shall be applied in the following manner:

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

- **Business & Occupation Tax**

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

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

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

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

Technical Questions/Amendments

Technical questions may be submitted to bids@cityofcharleston.org by Friday, March 20, 2026, 2:00 p.m. Any amendments will be issued by Tuesday, March 24, 2026.

Paper Bidding

Bids will be accepted via electronic bid submission on the City of Charleston, West Virginia's BidExpress portal or by paper bids. Bids sent by any other means, including fax, email, or oral, will not be considered.

Receipt and Opening of Bids

Sealed bids will be received by the City Manager until **Tuesday, March 31, 2026, 2:00 p.m.** The bid opening will be held immediately following in the City Manager's office.

Preparation of Bid

Paper bids 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, but only those bids received prior to the deadline will be considered. All documents in bid packet must be signed, dated and notarized where applicable or the bid may be disqualified.

Acknowledgment of Terms and Conditions

By submitting a bid in response to this solicitation, the bidder acknowledges and agrees to:

- Supply all materials and perform all services as specified in the solicitation documents.
- Accept and comply with all terms, conditions, and requirements outlined in the solicitation.
- Include all shipping, handling, and delivery costs for materials in the bid price, ensuring that the total cost reflects full delivery to the designated location.
- Delivery truck must be equipped with a pallet jack and liftgate. Shipments must be delivered Monday through Friday between 9:00 AM and 3:00 PM.

Questions regarding the submission of paper bids should be directed to bids@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: _____



CITY OF CHARLESTON, WEST VIRGINIA

LOCAL VENDOR AFFIDAVIT

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Corporate Name: _____

Authorized Signature: _____ Date: _____

(Printed Name and Title)

State of _____

County of _____, to wit:

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

[SEAL]

Notary Public

My Commission expires _____, 20 _____.

Name of Procurement: _____ Bid Opening Date: _____