

**CITY OF FAIRMONT
WEST VIRGINIA**



BID FY26-14A

**UP TO TWO (2) 2025 OR NEWER FORD EXPLORER 4x4
FOR UTILITIES DEPARTMENT ~or approved equal**

BID OPENING DATE & TIME:

11:00 A.M.

TUESDAY, APRIL 21, 2026

BID OPENING LOCATION:

CITY OF FAIRMONT

200 JACKSON STREET, ROOM 305

3RD FLOOR – J. HARPER MEREDITH BUILDING

FAIRMONT, WV 26554



INVITATION TO BID

BID: FY26-14A

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Bids Due/Opening: TUESDAY, APRIL 21, 2026 AT 11:00 AM (EST)

INFORMATION FOR BIDDERS

The City of Fairmont is seeking proposals for "**BID FY26-14A: UP TO TWO (2) 2025 OR NEWER FORD EXPLORER 4x4 FOR UTILITIES DEPARTMENT**" ~or approved equal under the terms and conditions set out further in this Bid Packet.

1. RECEIVING SEALED BIDS

SEALED BIDS will be received by the City of Fairmont (herein called the "OWNER"), at the City Manager's Office, City Hall, Fairmont, West Virginia by US Postal Service, Courier Service or by hand delivery.

SEALED BIDS will not be received until **after the final online addenda posting date and time of THURSDAY, APRIL 16, 2026 at 4:30 p.m. and only until 11:00 a.m. on TUESDAY, APRIL 21, 2026,** and then will be publicly opened and read aloud at that time.

2. PREPARATION OF BIDS

Each bid must be submitted on the proposal forms that are furnished with the bid packet and placed in a *sealed envelope that is plainly marked*, on the outside, with the bidder's name and address and identified as:

**"BID FY26-14A: UP TO TWO (2) 2025 OR NEWER FORD EXPLORER 4x4
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US POSTAL SERVICE:

If forwarding the bid by US Postal Service, the sealed envelope that contains the **BID** must be enclosed in another envelope and addressed to:

City of Fairmont
Attention: Purchasing Coordinator
PO Box 1428
Fairmont, WV 26555-1428

The City of Fairmont assumes no responsibility for receiving a bid that has been mailed through the US Postal Service after the deadline. A bid received through US Postal Service after the deadline will not be accepted.



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COURIER SERVICE:

If forwarding the bid through a courier service, the sealed envelope that contains the bid must be enclosed in another envelope and addressed to:

City of Fairmont
Attention: Purchasing Coordinator
200 Jackson Street, Room 305
Fairmont, WV 26554

The City of Fairmont assumes no responsibility for receiving a bid that has been mailed through a courier service after the deadline. A bid received through a courier system after the deadline will not be accepted.

Hours of operation for the City of Fairmont Purchasing Department are Monday – Friday, 8:30 a.m. – 4:30 p.m. (EST), excluding holidays.

The City of Fairmont does not accept electronically submitted bids and assumes no responsibility for the premature opening of a bid that is not properly addressed and/or identified.

3. QUALIFICATIONS OF BIDDER

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the obligations of the contract. The BIDDER shall furnish to the OWNER all such information and data as requested. The OWNER reserves the right to reject any BID if the investigation fails to satisfy the OWNER that a BIDDER is properly qualified to carry out the obligations of the Agreement.

4. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications or other bid documents will be made to any bidder orally. All questions by prospective bidders, including interpretations of “~or approved equal” value must be submitted by emailing Toni Delimpo, Purchasing Coordinator, at tdelimpo@fairmontwv.gov or by mail to City of Fairmont, Attn: Purchasing Coordinator, PO Box 1428, Fairmont, WV 26555-1428, and must be received by the specified deadline that is listed in the Bid Timetable on page 4.

Any addenda that may be issued, on this bid, will be posted online at fairmontwv.gov/bids.aspx. *It is the responsibility of the bidder to check the City of Fairmont’s official website for any updates before submitting a bid.* Failure of any bidder to receive any addenda or interpretation shall not relieve such bidder from any



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obligation under their bid, as submitted. Failure to acknowledge and include any addendum issued in a submitted bid may result in the rejection of the bid.

5. VENDOR PREFERENCES

State and local vendor preferences may be applied if a written claim is made and included at the time a bid is submitted.

6. AWARD OF CONTRACT AND OWNER'S RIGHT TO WAIVE OR REJECT

The City of Fairmont may ask for individual pricing in this proposal; however, it is the intent to award this bid to one vendor with the overall lowest, most responsible bid.

The City of Fairmont reserves the right to reject any or all proposals or waive any irregularity in this bid or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Invitation to Bid, in the best interest of the City of Fairmont. The City also reserves the right to re-advertise for proposals using the same or a different request for proposals.

This Invitation to Bid does not commit the City of Fairmont to award a contract or to procure services or goods.

7. STATEMENT OF CONFIDENTIALITY

All proposal submissions are subject to the Freedom of Information Act (FOIA).

Responses to this Invitation to Bid will become the exclusive property of the City of Fairmont. All materials, unless defined and labeled by the respondent as "trade secrets" or "proprietary business information" may be subject to disclosure upon request under the West Virginia Freedom of Information Act found in West Virginia Code §29B-1-1 et seq. The City shall not be liable for the disclosure of any such information. The FOIA form can be found on the City of Fairmont's website at www.fairmontwv.gov.

8. LEGAL ADVERTISEMENT

This Invitation to Bid will be advertised in the Times West Virginian as a Class II legal ad on **Wednesday, April 1, 2026** and again on **Thursday, April 9, 2026**.



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9. REQUIRED BID DOCUMENTS

The City of Fairmont may disqualify a Bid if the following required documents are not included in the sealed bid:

1. Bid Proposal
2. Bid Specifications
3. Addendum Acknowledgement
4. Signed addendum (If any are issued during the bid process)
5. Certification & Signature Page
6. Non-Discrimination Affidavit
7. Non-Litigation Certificate
8. Drug Free Workplace Affidavit

10. BID TIMETABLE

The anticipated schedule for the bid process is as follows:

- Wednesday, April 1, 2026 Bid documents will be available to access and print from www.fairmontwv.gov/bids.aspx
- Tuesday, April 14, 2026 Deadline for submission of questions at 3:00 pm
- Thursday, April 16, 2026 Final addenda will be posted online at 4:30pm
addenda will be posted online at www.fairmontwv.gov/bids.aspx
- Tuesday, April 21, 2026 Sealed bid documents are due by 11:00 a.m.
which will be opened at that time and read publicly.



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BID SPECIFICATIONS

QTY

DESCRIPTION

UP TO
TWO (2)

2025 OR NEWER FORD EXPLORER 4x4
~ or approved equal

Please check boxes below to indicate items included in bid. Items not checked will be considered as not included. If bidder is not able to provide the requested item but can offer an equivalent substitution, please make any notations in the space provided so it can be considered for “~or approved equal”.

VEHICLE

- 2025 or Newer Ford Explorer _____
- Proposed ~or approved equal (Year/Make/Model) _____

MECHANICAL

- 10-Speed Automatic Transmission: _____
- 4x4: _____
- Electric Parking Brake with Auto Hold _____
- Electric Power-Assisted Steering _____
- 2.3 liter engine _____
- Auto Start/Stop _____
- Four-wheel disc brakes with Anti-Lock Brake System _____
- Stabilizer Bars for Front & Rear _____
- Standard-Duty Front & Rear Brake Calipers _____
- Federal Non-California Emissions _____
- 50 State Emissions _____

EXTERIOR

- 17.9 Gallon Tank _____
- Fuel: Gasoline _____
- Active Grille Shutters _____
- Exterior Color: White (Solid Application) _____
- Color in Black for
 - Liftgate Scuff _____
 - Wheel lip Molding _____
 - Front Bumper _____
 - Rear Bumper _____
 - Door Handles _____
 - Rear Spoiler _____
- Trailer Tow Package _____



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- LED Headlights Daytime Running, Low Beam with Courtesy Delay _____
- Door Spears-Black Molded-in-Color _____
- Easy Fuel Capless Fuel Filler _____
- Front Air Curtain _____
- Grille-Black Mesh Insert with Chrome Bars _____
- LED Tail Lamps _____
- Lower Bodyside Cladding in Black _____
- Manual Liftgate _____
- Privacy glass: 2nd row, 3rd row and liftgate _____
- Rear Bumper Step Pad (Black) _____
- Roof Mounted Antenna _____
- (4) Tires: All-Season BSW P255/65R18 _____
- Tire Inflation and Sealant Kit _____
- 18" Sparkle Silver-Painted Aluminum Wheels _____
- Spare Tire _____
- Windshield Wipers: Variable Intermittent/Continuous _____
- Rear Window Wipers: Single-Speed Intermittent/Continuous _____

INTERIOR

- Center Floor Console:
 - Front _____
 - Armrest _____
 - Storage Bin _____
- Climate Control:
 - Tri-Zone Electronic Temperature Control _____
 - Cabin Particulate Air Filter _____
- Beverage Holders in Front Row, 2nd Row, and 3rd Row _____
- Black Door-Sill Scuff Plates in front and rear _____
- Driver and Passenger Seat Back Map Pocket _____
- Driver Seat Footrest _____
- Floor Mats: Black Carpet Front, Passenger and 2nd Rows _____
- Grab Handles including Coat Hooks on Front, Passenger and 2nd Row _____
- Illuminated Visor Vanity Mirror Driver and Front Passenger _____
- Instrument Panel Cluster:
 - 12.3" Color LCD Productivity Screen _____
 - Message Center _____
 - Outside Temperature Display _____
 - Trip Computer _____
- Lighting:
 - Front Overhead Console Mounted Map Lights _____
 - Illuminated Entry System _____
 - Rear Cargo Area Light _____
 - 2nd & 3rd Row Dome Lights _____
- Overhead Console with Sunglasses Storage _____
- Powerpoints (3) 12V
 - Front Row: (1) Media Hub _____
 - 2nd Row: (1) in rear section of center console _____
 - Rear Cargo Area (1) _____
- Rotary Gear Shift Dial _____



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- Seating:
 - Dark Gray Cloth _____
 - Front Captain's Chairs _____
 - 6-way Power Driver's _____
 - 4-way Manual Passenger _____
 - 2nd Row Captain Chairs Bench with E-Z Entry and Armrests _____
 - 3rd Row Split Bench with Manual Fold _____
- Steering Column: Manual Tilt /Telescoping _____
- Steering Wheel with Mounted Features:
 - 5-Way Controls _____
 - Audio Control _____
 - Cruise Control _____
- Power Windows: Front, Rear, Front Row One-Touch Up/Down door mounted _____

SAFETY

- Advance Trac with Roll Stability Control _____
- Airbags
 - 1st Row: Driver & Passenger Dual-Stage Front, Front-seat, Side & Driver Knees _____
 - All Rows: Safety Canopy Side-Curtain with Rollover Sensor _____
- Center High-Mounted Stop Lamp _____
- Curve Control _____
- Day/Night Manually Adjustable Review Mirror _____
- Door Locks:
 - Power _____
 - Auto Lock/Auto Unlock _____
 - Child-Safety Rear _____
- Head Restraints:
 - 2-Way Manually Adjustable (Up/Down) for 1st & 2nd Rows _____
 - Fixed Position on 2nd row Center Head Restraint _____
- Headlamps:
 - LED Low and High Beams with Courtesy Delay _____
 - Wiper-Activated _____
- Hooks:
 - Cargo Net (4) _____
 - Load Floor Tie-Down (4) _____
- Individual Tire Pressure Monitoring System _____
- Lower Anchors & Tether Anchors for Children on 2nd & 3rd Row Outboard Seating _____
- Sideview Mirrors: Heated Glass, Manual Fold, Black _____
- Perimeter Alarm _____
- Personal Safety System _____
- Rear window defroster and Washer _____
- Safety Belts:
 - Front Row: Belt Minder and Adjustable Height _____
 - 2nd Row: Outboard and Center Seat Shoulder _____
 - 3rd Row: Outboard _____
- SecuriLock Passive Anti-Theft System _____
- SOS Post-Crash Alert System _____



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- Ford Co-Piolet 360 Assist+
 - Adaptive Cruise Control with Stop/Go and Lane Centering _____
- Auto High Beam Headlamps _____
- Blind Spot Information System with:
 - Cross-Traffic Alert _____
 - Exit Warning _____
 - Trailer Coverage _____
- Evasive Steering Assist _____
- Lane Keeping System:
 - Driver Alert _____
 - Lane-Keeping Alert _____
 - Lane-Keeping Assist _____
- Pre-Collision Assist with Automatic Emergency Braking :
 - Dynamic Brake Support _____
 - Forward Collision Warning _____
 - Pedestrian Detection _____
- Rear Cross Traffic Braking _____
- Rear View Camera with Backup Assist Grid Lines _____
- Rear Parking Sensors _____
- Post-Collision Braking _____
- Speed Sign Recognition _____
- Hill Start Assist _____
- Side-Wind Stabilization _____
- Trailer Sway Control _____

FUNCTIONAL

- 4-Door Intelligent Access (Lock/Unlock) with Push Button Start _____
- Ford Power Up Software Updating Capability _____
- Audio:
 - AM/FM Stereo _____
 - MP3 Capability _____
 - 6 Speakers _____
 - Speed Compensated Volume _____
 - Apple Play and Android Auto Wireless Compatibility _____
- 13.2" Color LCD Touchscreen in IP Center-Stack _____
- Google Assistant, Maps & Play _____
- Pinch-to-Zoom Capability _____
- 911 Assist _____
- USB Ports in 1st and 2nd Rows _____
- Independent Front and Rear Suspension _____
- Intelligent Oil-Life Monitor _____
- Selectable Drive Modes _____
- Battery Saver _____
- Compass _____



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WARRANTY

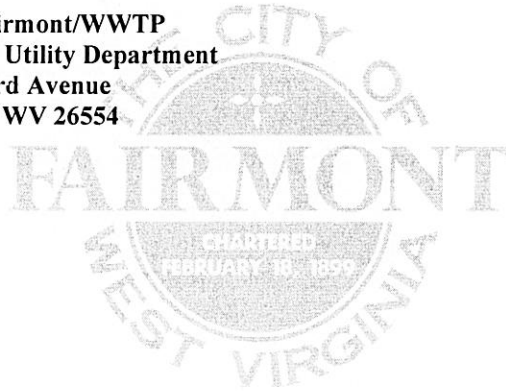
- Basic: Minimum 3-year/36,000 miles bumper to bumper _____
- Powertrain: Minimum 6-year/ 60,000 miles power train _____
- Corrosion: Unlimited _____
- Paint: 36 Months/ 36,000 miles _____
- Full Service: 24 Months/ 25,000 miles _____
- Roadside Assistance: 24 Months/ 25,000 miles _____
- Other: _____
- Other: _____

TRADE IN

- No Trade-In

DELIVERY

- To: City of Fairmont/WWTP
Attention: Utility Department
901 Howard Avenue
Fairmont, WV 26554





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BID PROPOSAL FORM

Bidder (company) _____

Bidder agrees to furnish the City of Fairmont with the unit specified on this Bid Proposal Form and as outlined in the bid documents for the prices indicated below:

1. _____ 2025 or Newer Ford Explorer 4x4 \$ _____ per vehicle
_____ ~or approved equal \$ _____ per vehicle

Year _____ Make _____ Model _____

Trim _____ Crew Cab _____

2. DELIVERY \$ _____ per vehicle

City of Fairmont
Attention: Utilities Department
901 Howard Avenue
Fairmont, WV 26554

3. FEES / TAXES (please describe – City is sales tax-exempt)

a. _____ \$ _____ per vehicle

b. _____ \$ _____ per vehicle

Availability of Unit _____

TOTAL \$ _____ per vehicle X 2 \$ _____ for up to two (2)

Spell total out in words per vehicle _____

Spell total out in words for up to two (2) _____

Representative (print) _____

Representative (signature) _____

Phone Number _____ Email Address _____

Date _____



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ADDENDUM ACKNOWLEDGEMENT

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____ *, to the CITY OF FAIRMONT, FAIRMONT, WEST VIRGINIA (hereinafter called "OWNER").

In compliance with the Advertisement for Bids, "BIDDER" hereby proposes to provide the CITY OF FAIRMONT in strict accordance with the CONTRACT DOCUMENTS, at the prices stated within the proposal.

By submission of this bid, bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has arrived independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

BIDDER acknowledges receipt of the following **ADDENDUM** (If there is not an addendum issued during the bid process; bidder will leave this section blank):

Addendum # _____	Dated _____	Bidder to initial _____
Addendum # _____	Dated _____	Bidder to initial _____
Addendum # _____	Dated _____	Bidder to initial _____
Addendum # _____	Dated _____	Bidder to initial _____

***NOTE: Insert "a corporation", "a partnership", or "an individual" as applicable.**

Respectfully submitted:

Signature

Title

Address

Phone #

Date

(Seal – if BID is by a corporation)

Attest _____

AGREEMENT ADDENDUM

(Rev. 3/14/24)

This Addendum shall become part of any contract by and between the successful vendor and the City of Fairmont. Any conflict between any such contract or any general terms and conditions relating to or attached to said contract and this Addendum, shall be controlled by this Addendum:

Disputes: Any referenced in the agreement to mandatory mediation, arbitration or to the jurisdiction of any court is hereby deleted. Disputes arising out the agreement shall be exclusively presented to the Circuit Court of Marion County, West Virginia.

Hold Harmless/Indemnification: Any provision requiring the City of Fairmont to indemnify or hold harmless any party is deleted in its entirety per the provisions of West Virginia Code §5A-3-62.

Governing Law: The agreement shall be exclusively governed by the Laws of the State of West Virginia. This provision replaces any provision of the Agreement to the contrary.

Payment: Any references to pre-payment are deleted. All payments shall be in arrears.

Interest or Late Fees: All provisions for interest, late fees or charges for late payments are deleted. The City has no statutory authority to pay interest or late fees.

No Waiver: Any language in the Agreement requiring the City to waive any rights, claims, defenses or damages is deleted.

Limitation on Liability: The City of Fairmont is a political subdivision, and its board and commissions are statutorily created public entities, and as such neither the City nor its boards and commissions can agree to assume the potential liability of the other party to this Agreement. Accordingly, any provision limiting liability for direct damages to a certain dollar amount or to the amount of fees, including subscription fees, paid or to the amount of the agreement is hereby deleted. Limitations on incidental, indirect or consequential damages are acceptable. Limitations on special damages are void. In addition, any limitation that precludes any action for injury to person or property is null and void.

Statute of Limitations: Any provision which purports to limit the time within which the City may assert a claim under or pursuant to the agreement is deleted.

Lien Waiver: If payment and performance bonds are required, the provisions of West Virginia Code 38-2-39 apply. To the extent that payment and performance bonds are not required, any provision of any agreement which purports to authorize or give rise to a lien against the City of Fairmont is null and void and any all such liens are hereby waived.

Fees and Costs: Any provision obligating the City of Fairmont or its boards and commission to pay attorneys' fees, court costs or litigation expenses of the other party is deleted. The City of Fairmont will only recognize an obligation to pay attorneys' fees, court costs or litigation expenses of the other party if the same are ordered by a court of competent jurisdiction.

Fiscal Year Funding: Service performed under the agreement and thus the term of this agreement shall be for periods of one fiscal year each. The initial term of this agreement shall be from the date of the agreement until June 30 of the then fiscal year. Services performed under the agreement may be continued in succeeding fiscal years contingent upon funding being appropriated by the City of Fairmont and made available for this service. In the event the funds are not appropriated or otherwise made available for this service, this agreement shall terminate without penalty on June 30 of the then fiscal year. After that date, the agreement becomes of no effect and is null and void. However, best efforts to have the amounts contemplated under the agreement included in the City of Fairmont budget for the ensuing fiscal year will be made. Non-appropriation or non-funding shall not be considered an event of default. The City of Fairmont will make reasonable effort to provide at least thirty days' notice of the Boards non-appropriation of funds.

Confidentiality: Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. Municipal contracts are public records under the West Virginia Freedom of Information Act. Final documents produced and delivered to the City of Fairmont are subject to the Act. To the extent that the Act provides an exemption for information which may be protected and exempted from disclosure, the exemption will be asserted

Right to Relief: Any right to relief whether at law or equity, including injunctive relief, shall only be available upon satisfactory proof made to a court of competent jurisdiction. Any provision that purports to establish a presumption of harm or damages shall be considered null and void.

Insurance: Any provision requiring the City of Fairmont to purchase or maintain insurance for the benefit of any party other than the City of Fairmont is deleted. The City of Fairmont will provide a certificate of insurance describing the coverages and limits of its insurance upon request.

Application to Exhibits: This addendum shall apply with equal force to any conflict between the terms of this Addendum and any exhibit attached to the contract between the parties.

Amendments: All amendments, modifications, alterations or changes to the agreement shall be written and signed by the parties. No amendment, modification, alteration or change may be made to this addendum or the agreement without the express written approval of the City Manager.

Insurance Requirements: Vendor shall purchase and maintain, during the term of its contract with the City of Fairmont, comprehensive property and general liability insurance and the City of Fairmont is to be named as an additional insured or certificate holder on all such insurance. A certificate of insurance evidencing such insurance must be provided to the City of Fairmont prior to the commencement of work. Coverages shall not be written for less than the amounts and coverages provided required by the CITY OF FAIRMONT INSURANCE AND CERTIFICATE OF INSURANCE REQUIREMENTS, a copy of which is attached.

City of Fairmont

By: Travis Blosser

Its City Manager

Date: _____

Bidder

Company: _____

Print Name: _____

Signature: _____

Title: _____

Date: _____





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CERTIFICATION AND SIGNATURE PAGE

By signing below, I _____ on behalf of _____, hereinafter Company, certify that I have reviewed the City of Fairmont's solicitation for bid or request for proposal for **BID# FY26-14A: UP TO TWO (2) 2025 OR NEWER FORD EXPLORER 4x4 FOR UTILITIES DEPARTMENT** in its entirety; that the requirements, terms and conditions, and other information contained therein are clearly understood; that the Company is submitting this bid or proposal or response for the City of Fairmont's review and consideration; that the Company agrees to hold firm the terms and conditions of this bid or proposal or response for a period of SIXTY (60) days, the bid hold period; that if during the bid hold period, the City of Fairmont accepts the terms and conditions of this bid, proposal or response, that the terms and conditions, including but not limited to terms and conditions relating to price, quantities, and shipping and delivery, constitute a binding and valid contract between the Company and the City of Fairmont for the time period stated in the solicitation for bid or request for proposal; that I am authorized by the Company to execute this certification and any documents relating thereto on the Company's behalf; that I am authorized to bind the Company in a contractual relationship with the City of Fairmont; and that this certification and signature page together with the attached proposal or response and the solicitation for bid or request for proposal are sufficient to indicate that a contract for the sale of goods described therein has been made between the Company and the City of Fairmont.

Company

Representative Name & Title (Print)

Representative Signature

Contact Phone

Email Address

Date



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NON-LITIGATION CERTIFICATE

By signing below, I _____ on behalf of
_____, hereinafter
Company, do hereby certify that Company has not within the past three (3) years been a party
and is currently not a party to any actual or threatened litigation, mediation or arbitration arising
out of performance of any construction contract with any local, state or federal government entity.

Dated this _____ day of _____, 20_____

Company Name

By: _____
Name

Printed Name of Authorized Representative

Title: _____

Date: _____



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NON-DISCRIMINATION IN WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____, To Wit:

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

I am an employee, principal or duly authorized agent of _____;
(Company Name)

and, I do hereby attest that _____ does not
(Company Name)

discriminate against any employee or applicant for employment because of race, color, creed, sex, or national origin, or any other form of discrimination in hiring, placement, upgrading, transfer or demotion, recruitment, advertising, or solicitation for employment, training, rates of pay or other forms of compensation, selection for apprenticeship layoff or termination.

The above statements are sworn to under penalty of false swearing.

By: _____
Name

Title: _____

Date: _____

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

Name Title of

Company Name

Notary Public

My commission expires:



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**DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
WEST VIRGINIA CODE §21-1D-5**

STATE OF _____
COUNTY OF _____, To Wit:

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

I am an employee, principal or duly authorized agent of _____;
(Company Name)

and, I do hereby attest that _____ maintains
(Company Name)

a valid written drug free workplace policy and that such policy is in compliance with the provisions of West Virginia Code §21-1D-5.

The above statements are sworn to under penalty of false swearing.

By: _____
Name

Title: _____

Date: _____

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

_____, _____ of
Name Title

Company Name

Notary Public

My commission expires:
