



**CITY OF AKRON**  
**PURCHASING DIVISION**  
166 S. High St., Room 501  
Akron, OH 44308

**INVITATION TO BID (ITB)**  
**BID #: SRP/24**  
**BID NAME: SWAT RIFLE PLATES**

**BID DUE BY: Thursday, June 20, 2024 at 10:00 AM**

**PURPOSE OF BID**

The City of Akron intends to purchase the subject items from the lowest and best responsible bidder or bidders (each, a “supplier”) in accordance with the conditions and specifications contained or referenced in this Invitation to Bid. The City will retain the right to terminate any agreement regarding the purchase of the items for any reason upon 30 days’ notice.

**BID REQUEST**

Please submit a bid for furnishing SWAT RIFLE PLATES, allowing for a 30-day cancellation notice by the City only, with the supplier making no claim for damages or additional compensation by reason of such cancellation. The prices for the services will be fixed for 180 days.

**QUESTIONS**

Any questions about the meaning and intent of this invitation to bid and the specifications must be submitted via Bonfire Q&A no later than three business days before the Bid submission deadline. **Interpretations, clarifications, or any addenda deemed necessary by the City will be posted to <https://akronohio.bonfirehub.com/> under the related open project. It is your responsibility to monitor this site. By submitting your bid, you represent that you are familiar with any interpretations, clarifications and addenda that have been posted by the City.** Questions received after the deadline will not be answered. Only questions asked and answered in this method are binding. Oral or written interpretations and clarifications not following this method will be without any legal effect.

**ACCEPTANCE OF ITEMS**

The items delivered under this bid shall remain the property of the supplier and not be paid for until a physical inspection and actual usage of these items are made, and thereafter accepted to the satisfaction of the City. The items must comply with the terms herein and be fully in accordance with the attached specifications. In the event the items supplied to the City are found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon a 30-day written notice to the supplier, return the items to supplier at the supplier’s expense, and refuse to pay until specifications are met.

**ALTERNATES TO THE REQUEST**

Alternate quotes or deviations from the specifications must be identified as an alternate quote or deviation from the specification. You must note in writing any exceptions to the conditions of this bid. Exceptions to Bid Conditions will be attached to the bid. If no exceptions are stated, it will be understood that all general and specific conditions will be met, without exception. **No exceptions to the terms included in the City’ form of purchase order will be allowed, and the City will not recognize any substitute terms and conditions contained in your Bid.**

**ASSIGNMENT OF CONTRACTUAL RIGHTS**

It is agreed that a supplier will not assign, transfer, cancel, convey, or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent by the City and any sureties.

**BID BOND AND PERFORMANCE BOND**

Pursuant to Section 34.09 of the Code of Ordinances of the City of Akron, Ohio, the Purchasing Agent has determined that a bid or performance bond will not be required.

**OFFER/ACCEPTANCE**

Your Bid shall be considered an offer, which offer shall be deemed accepted upon the issuance of a purchase order. In case of a default on the part of the supplier after such acceptance, the City may take such action as

it deems appropriate, including legal action for damages or specific performance.

#### BRAND NAMES

If in the specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade of quality of the items only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "or approved equal" is added. If a product, other than the items specified is bid, it is your responsibility to name such a product within your Bid so the City can determine if that product is equal to the items specified. It is also your responsibility to submit brochures, samples and/or specifications in detail on product you are bidding. The City, in its sole and absolute discretion, shall determine if the product you are bidding is an equal to the items.

#### COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to be a fixed price, or otherwise, will render the bids of such bidders' void.

Advance disclosures of any information to any particular bidder, which gives that particular bidder an advantage in bidding, made or permitted by the City or an employee or representative thereof, may operate to void all bids.

#### COPYRIGHTS OR PATENT RIGHTS

By submitting your Bid, you warrant that there has been no violation of copyrights, trademark, or patent rights in manufacturing, producing, or selling the items. By accepting a purchase order for the items, supplier agrees to indemnify, defend, and hold the City, its officials and employees, harmless from any and all liability, loss, cost or expense, on account of any claim, suit or judgment, as a result of, caused by, or incidental to any such violation, actual or claimed, because of the use or disposition of the items.

#### DELIVERY SCHEDULE/FOB DELIVERED

Guarantee delivery per your bid. Desired delivery time is described in the specifications or as requested by the ordering department. The City reserves the right to cancel such contracts or any part thereof, without obligations if completion is not made at the time(s) specified on your bid form.

Price quoted shall be FOB Delivered to the location designated on the purchase order.

#### TAXPAYER IDENTIFICATION NUMBER/W-9

Each bidder must return a completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification). Time extensions for submitting this form are allowable on request.

#### PAYMENT TERMS

It will be understood that the City receives NET 30 terms unless otherwise noted. All terms of payment (cash discounts) will be taken and computed from the date of receipt of invoice, or receipt of items, whichever is later.

#### DISQUALIFICATION OF BIDDERS

Bidders may be disqualified, and bids rejected for any of the following causes (including, but not limited to):

1. Bids are only accepted via submission on the City's Bonfire portal at <https://akronohio.bonfirehub.com/>. No submission by mail, in-person, faxed, or emailed will be accepted. All required documentation to bid must be submitted via Bonfire.
2. Evidence of collusion among bidders.
3. Unauthorized alteration of bid form.

#### ETHICS REGULATION

If you have knowledge of any interest or potential interest in this contract that may be had by an individual who is connected to the City of Akron, you must disclose that on the vendor submission page where indicated.

#### INDEMNITY

To the fullest extent allowed by law, the supplier agrees, by accepting the City's purchase order, to indemnify, defend, and hold the City, its officials and employees, harmless from any and all claims, damages, losses, claims of loss, causes of action, penalties, settlements, liabilities and expenses of any kind, including, but not limited to attorney's fees or claims of damages arising out of the acts or omissions of the supplier, its officers, employees and subcontractors of any tier used in connection with providing the services.

#### LAWS FEDERAL/STATE/LOCAL

All bidders will comply with all Federal, state, and local laws relative to conducting business in the City of Akron, but not limited to, licensing, labor, and health laws. City law supersedes state laws where defined in

City charter and codes.

#### LOCATION OF VENDOR

The City reserves the right to give consideration to a bidder's location when determining the lowest and best responsible bidder.

#### LOWEST AND BEST RESPONSIBLE BIDDER (AWARD)

Any award will be made to the lowest and best responsible bidder or bidders. The determination of the lowest and best responsible bidder may involve, but are not limited to: price, conformity to specifications, financial ability to perform, previous performance, materials, compliance with related awards/laws/ordinances, availability of supply, delivery promise, terms of payment, compatibility as required, other costs, and other objective factors. The City reserves the right to accept any Bid that, in the judgment of the proper City officials, is in the best interest of the City.

If the successful bidder does not execute and return all contract documents within 30 days of mailing by the City, or for any reason, does not comply with any and all contract requirements within said thirty 30 day period, the City may rescind the award and recover any costs, losses or damages incurred as a result of re-bidding or re-awarding the contract, including the difference in the amount of the original award and the amount of the second award, from the company originally awarded the contract. Once this cost is determined, the company failing to comply with the contract award shall be directed to submit payment directly to the Purchasing Division to cover costs incurred by the City.

#### MINORITY BUSINESS CLAUSE

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated on the grounds of race, color, creed, sex, or national origin in consideration for an award.

#### NOTICE OF BID RESULTS/BID TABULATIONS

Bid tables and awards will be available 7-10 business days after the bid closes. They can be requested by emailing [Purchasing@akronohio.gov](mailto:Purchasing@akronohio.gov) or [PublicRecords@akronohio.gov](mailto:PublicRecords@akronohio.gov). Please do not phone for this pricing information, pricing information is not released over the telephone.

#### PRICING CLARIFICATIONS

Prices to remain firm over period of Price Agreement.

Prices must be stated in units of quantity specified in the specifications. In case of discrepancy in computing the amount of the bid, unit price quoted will govern.

#### PROTESTS

Any actual or prospective contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest will be submitted in writing to the Purchasing Agent, within seven days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant and any other party intervening. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the City Board of Control, through the Purchasing Agent. The decision of the Board will be final. The Board need not consider protests unless this procedure is followed.

#### QUANTITY QUALIFICATIONS

The City reserves the right to award the purchase of the services to one supplier or to split the award of services amongst suppliers. No bid may be withdrawn on the basis of split awards to two or more separate suppliers.

#### REJECTION OF BID

The City of Akron, through its duly authorized constituted officials, reserves the right to reject any, part of any, or all bids, to waive informality in any bid, to award the purchase in the best interest of the City and its Citizens, to hold all bids for 90 days before acceptance, and/or re-bid.

#### RESERVATIONS FOR REJECTION AND AWARD

The City also reserves the right to waive minor variation to specifications (interpretation of minor variances will be made by applicable City representative).

#### SAFETY STANDARDS

The bidder warrants that the product supplied to the City conforms in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and its amendments and the State of Ohio and the failure to comply with this condition will be considered a breach of contract.

#### TAXES

Municipalities are exempt from Federal Excise and State Sales Tax, but subject to State Excise Tax.

All bidders must submit their Federal Tax Identification Number on their bid. Bids without Federal Tax I.D. Number may not be accepted.

The successful bidder will be required to sign a statement as to whether they have delinquent City of Akron Income Tax as per City Code Chapter 104.

Failure of the successful bidder to be current in any required payments of income tax to Akron, and/or be current in the filing of any income tax documents required by the City of Akron's Income Tax Division, shall be cause to suspend the award to the successful bidder and/or revoke the award.

#### UNBALANCED BIDDING

Prices should be quoted in the units requested and bidders may quote on any or all sections. The City may reject a mathematically unbalanced bid if the bid is also materially unbalanced, if in the opinion of the City Purchasing Agent it is in the best interest of the City to do so. A mathematically unbalanced bid is a bid containing lump sum or unit price items that do not include reasonable labor, equipment, and material costs plus a reasonable proportionate share of the Bidder's overhead costs, other indirect costs, and anticipated profit. A materially unbalanced bid is when the City determines that there is a reasonable doubt that award to the bidder submitting the mathematically unbalanced bid will result in the lowest ultimate cost to the City.

#### LOCAL PREFERENCE

Section 34.12 of the Code of Ordinances of the City of Akron, "Local Preference" states:

The award of all public contracts for supplies, equipment, and materials, excluding construction contracts and contracts financed in whole or in part by the contributions or loans from any agency of the State of Ohio or the United States government, shall be conducted in accordance with the following provisions: In determining the lowest and best responsible bid, a local bidder shall receive a credit equal to 2.5% of the lowest bid submitted by a non-local bidder. Said credit shall not exceed \$10,000.

"Local Bidder" is defined as an individual or business entity: (1) whose principal place of business is located within the corporation limits of the City of Akron as registered in official documents filed with the Secretary of State of the State of Ohio; or (2) the business entity has retail, wholesale, or manufacturing facilities within the corporation limits of the City of Akron, the business entity makes capital investment in Akron and the business entity pays City of Akron income taxes.

#### WARRANTY

The winning bidder or bidders must warrant that the items are free from defects of material or workmanship, to be of good quality, and to conform strictly to any specifications, drawings, or samples that have been furnished by the City. Those bidder(s) must further warrant that they have good title to the items free and clear of any liens or encumbrances and will transfer such title to the City. These warranties survive any inspection, delivery, acceptance, or payment by the City. Further these explicit warranties do not negate or limit any implied warranties of merchantability or fitness. All manufacturers' warranty information, material quality assurance and workmanship warranty shall be included with the bid.