



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

INVITATION TO BID (ITB)
BID #: SS/24
BID NAME: SECURITY SERVICES

BID DUE BY: Tuesday, April 2, 2024 at 4:30 PM

PURPOSE OF BID

The City of Akron intends to purchase the subject services 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 services for any reason upon 30 days' notice.

BID REQUEST

Please submit a bid for furnishing SECURITY SERVICES at VARIOUS LOCATIONS THROUGHOUT THE CITY OF AKRON, over time period of May 1, 2024, through April 30, 2025, with the option to extend annually if mutually agreed upon for up to an additional 2 years, 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.

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 SERVICE

The service delivered under this bid shall remain the property of the supplier and not be paid for until a physical inspection is made, and thereafter accepted to the satisfaction of the City.

AFFIRMATIVE ACTION PROGRAM

Each bidder must complete the attached E.E.O. Report and return it with the bid to the satisfaction of the City's E.E.O. Officer. This information is essential to avoid delaying the award process. Time extensions for submitting this form are allowable on request.

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.

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.

COMPLETION SCHEDULE/FOB DELIVERED

Guarantee completion per your bid. Desired completion time is per City of Akron specifications. Late performance will subject the supplier with the damages and/or penalties contained in the specifications.

Purchaser 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.

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

Terms of payment offered will be reflected in the space provided on the bid form. If terms are not completed, it will be understood that the City receives NET30 terms. 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 or 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.

INSURANCE REQUIREMENTS

Contractor's labor is involved in the project, so the following will be required from the successful bidder at its own expense: (a) Workman's Compensation Certificate, (b) General Liability Insurance Certificate naming the City as Additional Insured (Bodily injury and property damage combined single limit at \$1,000,000 each occurrence and \$1,000,000 aggregate), (c) Auto Liability Insurance certificate naming the City as Additional Insured (Bodily injury and property damage combined single limit at \$1,000,000 each occurrence and \$1,000,000 aggregate). Upon request, contractor shall submit copies of its insurance policies. All insurance policies and endorsements must meet the approval of the City of Akron Law Director. Should the award of these services be split amongst bidders so that a supplier's award be estimated at less than \$50,000, the insurance requirements for that supplier may be revised at the sole discretion of the City. **In the event the cancellation of the contract is due to a lapse in insurance coverage naming the City of Akron as additional insured, the City may cancel the contract immediately. If the contractor defaults due to insurance coverage expiring, and the contract is cancelled, the City of Akron may take such action as it deems appropriate, including legal action for damages.**