Donald L. Plusquellic,
Mayor

CITY OF AKRON, OHIO

DIVISION OF PURCHASING
ROOM 501 MUNICIPAL BUILDING
166 S. HIGH STREET
AKRON, OH 44308

Invitation to Bid

FOR FURNISHING

CHEMICAL DISPENSING SYSTEMS

INVITATION NO. RCDS/13

DATED June 1, 2013

SEALED BIDS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN FOR THE PURCHASE OF ITEM AND/OR ITEMS LISTED IN THIS INVITATION WILL BE RECEIVED UNTIL THE TIME, DATE, AND THE PLACE INDICATED BELOW, AND THEN PUBLICLY OPENED.

TIME OF OPENING 10:00 a.m.

DATE OF OPENING Tuesday, June 18, 2013

PLACE OF OPENING ROOM 501 MUNICIPAL BUILDING

166 S. HIGH STREET, AKRON, OHIO

BID DEPOSIT None IS REQUIRED

PERFORMANCE BOND None

ORDINANCE NO. In-process

LEGAL NOTICE REQUIRED June 3 & 10, 2013

MANDATORY PRE-BID MEETING: THERE WILL BE A MANDATORY PRE-BID MEETING ON TUESDAY, JUNE 11, 2013 AT 10:00 AM AT FIRE ADMINISTRATION, 146 S. HIGH STREET, SUITE 1001 (10TH FLOOR), AKRON, OHIO WITH LT. BREZNAK, PHONE NUMBER 330-375-2411.

DIVISION OF PURCHASING

Beacon Journal

INVITATION TO BID

Sealed bids will be received by the City of Akron at the Purchasing Office, 501 Municipal Bldg., 166 S. High Street, Akron, OH 44308, until 10:00 a.m., local time Tuesday June 18, 2013 for:

1. CHEMICAL DISPENSING SYSTEM (Mandatory Pre-bid meeting June 11 at 10:00 AM)
2. FILTER BUILDING OPERATING FLOOR
3. BRONZE COLD WATER METERS
4. RESIDENTIAL RESURFACING (Pre-bid meeting June 11 at 10:30 AM)

Specifications, which include compliance with City Ordinance No. 616/1970, Equal Employment Opportunity of Public Contracts, MAY BE OBTAINED, AT NO CHARGE, AT THE PURCHASING OFFICE, **BY DOWNLOADING THEM AT www.akronohio.gov/Purchasing**, OR BY CALLING (330) 375-2179. WE WILL NOT FAX COPIES OF BIDS.

The City of Akron, through its duly authorized constituted officials, reserves the right to reject any, part or any of all bids, to waive informality in any bid and to hold all bids for a period of 90 days before acceptance.

Persons with disabilities needing assistance are asked to contact Billy Soule, Assistant to the Mayor for Community Relations, 166 S. High Street, Room 200, Akron, Ohio 44308 (voice) 330-375-2189, (TDD) 330-375-2345, at least seven (7) days in advance.

PUBLISH: June 3 & 10, 2013

By order of the City of Akron

Jerry Roberts, C.P.M.
Purchasing Agent

Donald L. Plusquellic,
Mayor

Please bill for this ad against the most recent Purchase Order on file.

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DATE TYPED June 1, 2013
DUE DATE/DIRECT INQUIRY June 18, 2013
DIRECT BUYER Jerry Roberts, C.P.M.
PHONE: (330) 375-2174

CITY OF AKRON
PURCHASING OFFICE ROOM 501
166 S. HIGH ST.
AKRON, OH 44308

SEALED BID - INVITATION AND INSTRUCTIONS TO BIDDERS

DUE DATE – TUESDAY, JUNE 18, 2013 - 10:00 A.M.

CHEMICAL DISPENSING SYSTEM

1. PURPOSE OF BID
   The City of Akron intends to secure a source of supply for the below mentioned item at the lowest and best responsible price, with early and satisfactory manufacture, and prompt and convenient shipment by the supplier to the City. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of contract.

2. BID REQUEST
   Please submit a bid for furnishing CHEMICAL DISPENSING SYSTEM over the requested time period, as detailed on the attached specifications.

3. ACCEPTANCE OF MATERIAL
   The material delivered under this bid shall remain the property of the seller and not be paid for until a physical inspection and actual usage of this material is made, and thereafter accepted to the satisfaction of the City and must comply with the terms herein and be fully in accordance with specifications of the highest quality. In the event the material supplied to the City is 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 product to seller at the seller's expense, and refuse to pay until specifications are conformed with.

4. AFFIRMATIVE ACTION PROGRAM
   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 only are allowable on request. **If downloading the specifications, you must click on the E.E.O. link to download the form separately. PLEASE DO NOT STAPLE OR BIND THIS FORM TO YOUR BID**.

5. ALTERNATES TO THE REQUEST
   Alternate quotes or deviations from the specifications must be identified as an alternate quote or deviation from the specification. The bidder will 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 complied with, without exception.

6. ASSIGNMENT OF CONTRACTUAL RIGHTS
   It is agreed that the successful bidder 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.

7. BID BOND AND PERFORMANCE BOND – NOT APPLICABLE

TURN PAGE OVER – INFORMATION CONTINUED

8. BRAND NAMES

If and wherever 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 material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "or approved equal" is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within his bid to prove to the City that said product is equal to that specified and that said product is equal to that specified and to submit brochures, samples and/or specifications in detail on item(s) bid. The City shall be sole judge concerning the merits of bids submitted.

9. 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 regard to being awarded the contract, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will operate to void all bids of that particular bid solicitation.

10. COPYRIGHTS OR PATENT RIGHTS

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid, and agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

11. DELIVERY SCHEDULE

Guarantee delivery per your bid. Desired delivery time is AS REQUESTED BY THE ORDERING DEPARTMENT.

Purchaser reserves the right to cancel such orders or any part thereof, without obligations if delivery is not made at the time(s) specified on your bid form.

12. DELIVERY POINT

All items shall be delivered F.O.B. to destination as specified on pricing page, and delivery costs and charges (if any) will be included in the bid price. Failure to do so may be cause for rejection of the bid.

13. DISCOUNTS

Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the bid form. All terms of payment (cash discounts) will be taken and computed from the date of receipt of invoice, or receipt of material, whichever is later.

14. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and rejection of bids may be recommended to the City for any of (but not limited to) the following causes:

1. Failure to use the bid form furnished by the City.
2. Failure to return bids in either the envelope furnished by the City, or in another envelope with the following information **clearly** marked on the outside: bid title, opening date, and the words SEALED BID. If a sample is required, bidder must either include it in furnished envelope, or submit it separate from the bid in an envelope that is clearly marked as stated above.
   The City will not be responsible for misdirected bids that are submitted in any package or container other than the furnished envelope, that is not clearly marked as stated above.
3. Lack of signature, in ink, by an authorized representative on the bid form.
4. Failure to properly complete the bid.

5. Evidence of collusion among bidders.
6. Unauthorized alteration of bid form.
7. Failure to initialize any errors.
8. Failure to have all prices typewritten or in ink.
9. Faxed Sealed Bids will not be accepted.
10. Failure to attend any Mandatory Pre-bid meeting(s).
11. We will not fax copies of bids. Bids must either be picked up, mailed, or downloaded from our website.
12. Failure to return E.E.O. Report with bid.

15. ETHICS REGULATION
Are you aware of any interest or potential interest in this contract that may be had by an individual who is connected to the City of Akron? If yes, please give the name of the individual and the nature of the interest, if known, on the pricing page where indicated.

16. FAILURE TO QUOTE
If you do not quote, please return the bid, marking it "NO BID", stating reason thereon, and request that your name be retained on our mailing list, otherwise, your name may be removed from our mailing list.

17. INDEMNITY
The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City harmless from any and all causes of action or claims of damages arising out of or related to the bidder's performance under this contract.

18. INSURANCE REQUIREMENTS – NOT APPLICABLE

19. 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.

20. LOCATION OF VENDOR
The City reserves the right to give consideration to Vendor location in determining the lowest and best responsible bidder if future warranty or administrative costs would necessitate any additional expenses that must be paid by the City.

21. LOWEST AND BEST RESPONSIBLE BIDDER (AWARD)
All bids will be awarded to the lowest and best responsible bidder. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, material, previous and existing compliance with related awards/laws/ordinances, availability of supply, delivery promise, terms of payment, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

If the successful bidder does not execute and return all contract documents within thirty (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.

TURN PAGE OVER –
INFORMATION CONTINUED

22. 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.

23. NOTICE OF BID RESULTS
A bid tabulation will be developed and printed after bid opening. **BID TABULATIONS WILL BE POSTED ONLINE, AT www.akronohio.gov/Purchasing, APPROXIMATELY 1-2 BUSINESS DAYS AFTER THE BID OPENING DATE, AND WILL REMAIN ONLINE FOR APPROXIMATELY THREE (3) MONTHS. PLEASE MAKE NOTE OF THIS WEB ADDRESS. BID TABULATIONS WILL NO LONGER BE MAILED OUT. HOWEVER, IF YOU WOULD LIKE A COPY OF THE BID TABULATION MAILED TO YOUR FIRM, YOU *MUST* ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE. PLEASE DO NOT PHONE FOR THIS PRICING INFORMATION. PRICING INFORMATION IS NOT RELEASED OVER THE TELEPHONE.**

24. ON-SITE INSPECTION/PRE-BID MEETING – SEE COVER PAGE FOR INFORAMTION.

25. PRICING CLARIFICATIONS
Prices to remain firm over 12 month period of Price Agreement. (Don't invoice other than quoted price).

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.

26. 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 (7) 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.

27. QUANTITY QUALIFICATIONS
The City of Akron further reserves the right to award all bid items to one supplier and/or award individual items to more than one supplier.

No bid may be withdrawn on the basis of split awards to two or more separate suppliers.

28. 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.

29. 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).

30. 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.

31. 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 Page 11. Bids without Federal Tax I.D. Number may not be accepted.

The successful bidder will be required to sign a statement as to whether he does or does not have delinquent PERSONAL PROPERTY TAXES, as per State of Ohio Code 5719.04.2 & 5719.042; and City of Akron Income Tax as per City Code Chapter 99, and further, must complete and return a Project Subcontractor Report.

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.

32. WAGE REGULATIONS – NOT APPLICABLE

33. LOCAL PREFERENCE

Pursuant to Title 3, Chapter 34, the re-enactment of Section 34.12 of the Code of Ordinances of the City of Akron, “Local Preference”:
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.

TURN PAGE OVER –
INFORMATION CONTINUED

DIRECTIONS TO MUNICIPAL BUILDING, 166 S. HIGH STREET

The Municipal Building
Purchasing Division
166 S. High Street, Room 501
Akron, Ohio 44308
330-375-2060
www.akronohio.gov/Purchasing

From the North I-77
Take **I-77 South** towards Akron
Exit **Main St./Broadway** exit
Turn Left onto **Broadway** and go North
Turn Left onto **Bowery** and go West 1 block
Turn Left onto **S. High St.** to **166 S. High St. St.**

From the South I-77
Take **I-77 North** towards Akron
Exit **Main St./Broadway** exit
Turn Left onto **Broadway** and go North
Turn Left onto **Bowery** and go West 1 block
Turn Left onto **S. High St.** to **166 S. High**

-OR-

From the North Rt. 8
Take **Rt. 8 South** towards Akron
Exit **Perkins St**. exit
Turn Right onto **Perkins St.** and go West
Turn Left onto **S. High St.** to **166 S. High St.**

From the East I-76
Take **I-76 West** towards Akron
Exit **Main St./Broadway** exit
Turn Left onto **Broadway** and go North
Turn Left onto **Bowery** and go West 1 block
Turn Left onto **S. High St.** to **166 S. High St.**

From the West I-76
Take **I-76 East** towards Akron
Exit **Main St./Broadway** exit
Turn Left onto **Broadway** and go North
Turn Left onto **Bowery** and go West 1 block
Turn Left onto **S. High St.** to **166 S. High St.**

34. SIGNATURE

All bids must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his/her signature.

The undersigned proposes to furnish material according to the terms and conditions of the attached City of Akron Specifications RCDS/13 dated 6-1-13 Ordinance No. IN PROCESS at the following unit prices, to wit:

BID TABULATIONS WILL BE POSTED ONLINE, AT www.akronohio.gov/Purchasing.

F.O.B. DELIVERED: SEE SPECIFICATIONS FOR LOCATIONS

PLEASE NOTE: ALL BIDS WILL BE EVALUATED PER LINE ITEM.

1. 1 LOT CHARGE FOR CHEMICAL DISPENSING SYSTEM FOR THIRTEEN (13) FIRE STATIONS, FIRE TRAINING ACADEMY (FTA) AND FIRE MAINTENANCE FACILITY (FMF), PER THE ATTACHED SPECIFICATIONS.

$_____LOT

PAYMENT TERMS_____

YOUR DELIVERY PROMISE_____

PER PAGE 3, ITEM 15 – ETHICS REGULATION – ARE YOU AWARE OF ANY INTEREST OR POTENTIAL INTEREST IN THIS CONTRACT THAT MAY BE HAD BY AN INDIVIDUAL WHO IS CONNECTED TO THE CITY OF AKRON? ___YES ___NO

IF YES, PLEASE GIVE THE NAME OF THE INDIVIDUAL AND THE NATURE OF THE INTEREST, IF KNOWN: _____

HAVE YOU COMPLETED THE REQUIRED E.E.O. FORM FOR THIS BID? ___YES ___NO

PLEASE NOTE: THE COMPANY SIGNING THIS BID MUST BE THE SAME COMPANY THAT INVOICES THE CITY OF AKRON.

_____

BIDDER (**LEGAL** NAME OF COMPANY) AUTHORIZED AGENT (PLEASE PRINT LEGIBLY)

_____

SIGNATURE TITLE DATE

_____

BUSINESS ADDRESS

_____

CITY STATE ZIP

_____

FEDERAL I.D. NO.

_____ _____

PHONE NUMBER FAX NUMBER

_____

EMAIL ADDRESS

PRICING PAGE

Akron Fire Department 2013 Specs for Chemical Dispensing Systems

Request a Mandatory Pre - Bid Meeting

Features of Chemical Dispensing System

1	Each of the 13 Fire Stations and FTA (Fire Training Academy) and FMF (Fire Maintenance Facility) will need dispensing System for 5 gallon mixtures. (Degreaser, Car Wash, Floor Cleaner & Ambulance Disinfectant)
2	Each of the 13 Fire Stations and FTA and FMF will need dispensing System for Clothes Washer. (Laundry Cleaner)
3	FMF Storeroom will need the dispensing system for Filling Spray bottles. (Window Cleaner, Bowl & Bath Cleaner, & All Purpose Cleaner)
4	All resupply materials are to be delivered to Fire Storeroom. Fire Storeroom personnel will then have the chemical reserves topped off / delivered to each Station / Building.
5	Vendor will provide maintenance to the dispensing systems during the contract.
6	MSDS for each material will be provided for each chemical to the Fire Storeroom.
7	Rich Good Fire Storeroom Primary contact. Secondary Contact Account Services.
8	1 year program that has the option each year to renew up to 3 years.
9	A year end summary of materials used and cost to be provided to Fire Storeroom.

Each Vendor to describe their System and the Costs for the service provided:

1	Name of Each product Submitted for total package and the cost and details why AFD should use this chemical.
2	Provide installation of Dispensing Systems and provide training to Fire Storeroom and Account services on how to use the system.
3	Provide pre-marked Spray Bottles (Indicating Chemical Type- Example " Window Cleaner" for each type of Bottled materials. (Would Suggest 4 bottles for each Stations and Buildings (Two for the Station / Building and 2 for the Storeroom)
	Estimated Spray Bottle Supply if 3 Spray Bottle Chemicals are used. Adjust if more / less are suggested(3 chemicals x 15 Buildings x 4 = @ 180 Bottles)
4	At Pre - Bid Meeting open to suggestion alternatives to Specifications.