



BID PACKET
Vandalia Division of Police
Riot Gear

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NOTICE TO BIDDER

The City of Vandalia will receive sealed proposals for riot gear for the Division of Police. The bids will be publicly opened and read aloud on *Friday, March 19, 2021, at 11:30 a.m.* in the Division of Police Conference Room.

Copies of the specifications are on file and may be obtained in the office of the Police Chief at 245 James E. Bohanan Memorial Drive, Vandalia, Ohio. They may be picked up on Monday through Friday, 8 a.m. to 5 p.m.

The proposal shall be signed by the full name and business address of each person or company interested in same.

The proposals must be made on forms provided therefore in the specification packet, or a copy thereof, with a price quoted for all parts and services. Bidders must specify all recurring costs for service agreements and maintenance. Envelopes should be marked "**Riot Gear Bid.**"

The City of Vandalia reserves the right to accept or reject any and all proposals; to waive any informality in the bidding; and to enter into contract with the bidder who in its consideration offered the lowest and best proposal.

The City of Vandalia has a desire to award contracts involving City concerns and funded by City money, to individuals and businesses that are located within the City of Vandalia. Where a preliminary analysis of the bids identifies a bid from a Vandalia individual or business, city council may give a preference to the Vandalia bid and award the contract to the Vandalia bidder when: (i) such bid is within 5% of the lowest bid price (for a low bid of \$50,000 or less) or within 2% of the lowest bid price (for a low bid price over \$50,000), and (ii) but for the bid price, the Vandalia bid would otherwise be considered the lowest and best bid by the City in its normal evaluation procedures in deciding whether or not to award the contract.

All successful bidders must comply with Ohio House Bill 694 effective April 4, 2007.

Kurt E. Althouse
Chief of Police

TO BE ADVERTISED:
Friday, March 5, 2021



VANDALIA DIVISION OF POLICE

Riot Gear

General: The City of Vandalia is interested in purchasing riot gear for police officers. It is the intent of these specifications to describe equipment that would be acceptable for use by the Division of Police. The equipment must be new, in manufacturer's original cartons.

EQUIPMENT: The bidder is requested to bid on specific brand and model numbers equipment. The Division of Police is specific about what is acceptable; therefore, no alternatives are acceptable.

Specifications:

- (35) Condor Convoy Outdoor Back Pack Slate Color
- (31) Avon Protection C50 Gas Mask available in sizes small, medium, and large. *Mask sizes will be determined after bid is awarded.*
- (20) Tactical Carrier Bag for Avon Protection C50 Gas Mask.
- (26) Advanced Riot Control Helmet (ARCH) with Gas Mask and Grid visor available in sizes small, medium, large, and extra-large. *Helmet sizes will be determined after bid is awarded.*
- (62) Avon Protection CBRNCF50 canister
- (15) 48 inches tall by 24 inches wide by .150-inch-thick clear riot shield with "Police" decal in the center.
- (200) Flex Cuffs

ACCEPTANCE: Equipment will only be accepted, and payment will be authorized only after it is satisfactorily determined that the equipment fully meets and complies with the above specifications and purchase contract.

**CITY OF VANDALIA
DIVISION OF POLICE
MONTGOMERY COUNTY, OHIO**

I. Straight Purchase Price per Bid Specifications for Riot Gear

\$ _____ total

\$ _____

If successful Bidder, all items can be received by _____ (date).

PROPOSAL SUBMITTED BY:

TAX AFFIDAVIT

I, _____ President or CEO of
(Name, President/CEO of company contracting work)

_____, do hereby swear that
(Name of Company)

_____, is not charged at the
(Name of Company)

time of this bid with any delinquent personal taxes on the general tax list of personal property of any county in which the City of Vandalia has territory.

Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20_____

(Notary Seal)

Notary Public



Standard Provisions

1. **Definitions and Terms** In these standard provisions, the following terms shall be interpreted as follows:

“Bidder”: Any person, firm, partnership, limited liability company or corporation submitting a proposal for the project contemplated, acting directly or through a duly authorized representative.

“Contract”: The written agreement between the City of Vandalia, Ohio and the Contractor covering the providing of goods and performance of related services. The terms and conditions of this document shall be deemed incorporated into and considered a part of the Contract.

“Contractor”: The person, firm, partnership, limited liability company or corporation to whom the within Contract is awarded by the Owner, and who is subject to the terms thereof.

“Department Head”: The person identified on the Notice to Bidders or Request for Bids as the contact person for this matter.

“Owner”: The City of Vandalia, Ohio; for purposes of any indemnification, hold harmless, or similar provisions provided to Owner by Contractor, Owner shall include the City of Vandalia's elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members.

“Proposal”: The offer of the Bidder to provide the goods and/or perform the work.

“Specifications”: The information identified in the Notice to Bidders or Request for Bids.

2. **Interpretation of Specifications and Related Documents.** If anyone who contemplates submitting a Proposal is in doubt as to the true meaning of any part of the Specifications and related documents, such person may submit to the Department Head a written request for an interpretation thereto. No interpretation of the specifications and related documents will be made except through a Memorandum duly issued by the Department Head, and a copy of such Memorandum will be mailed or delivered to each known person securing the specifications provided that a sufficient period of time is available for the issuance of such Memorandum prior to the receipt of bids, and such Memorandum shall be attached to and become part of these Specifications.
3. **Personal Examination.** Submitting a Bid is an affirmative statement that the Bidder has fully examined the Specifications and is satisfied as to the character, quality, quantities, and the conditions contained therein. No pleas of ignorance as the result of failure to make such examination will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect all the requirements of the Contract, nor will the same be accepted as a basis for any claim whatsoever for extra compensation or for extension of time.
4. **Proposal.** Any Bidder may withdraw a Proposal, providing a written request is received by the Owner prior to the specified time of the opening of bid, a Bidder may change or modify a Proposal in the same manner in which it was originally submitted, but no Bidder may withdraw a Proposal after the specified time of the opening of bids. Proposals received after the specified time of the bid opening will be returned to the Bidder unopened. Telegraphic, faxed and e-mail bids will not be considered. Proposals with all required supporting documents shall be sealed in an envelope and shall have the following information inscribed in the upper left-hand corner: The name of the Bidder, bid for (give title as advertised), bid opening date.
5. **Preparation and Submission of Bids.** All bids shall be signed in ink by an authorized representative of the Bidder. Erasures or changes in a bid must be explained or noted over the signature of the Bidder. Bids containing any conditions, omissions, unexplained erasures, alteration of forms, or irregularities of any kind may be rejected by the Owner; however, the Owner reserves the right to accept or to reject any or all bids and to waive defects, informalities or technicalities as it may deem best for its interest. The sum of the individual bid items shall control, if there is any discrepancy between itemizations and the total in a Proposal. Whenever in any Specifications an article, material, or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, it is done for the express purpose of establishing a basis for the type of function, quality, durability and efficiency and not for the purpose of limiting competition.
6. **Final Award.** The Contract shall be considered to have been awarded and binding upon the contracting parties on or after the date of a notice of award from the Owner.
7. **Laws, Ordinances, and Regulations.** The Contractor shall keep itself fully informed of and shall carefully observe and comply with all federal, state, county, city, and local laws, ordinances, rules, permits, licenses, relative to performance under the Contract.



8. **Patents.** The Contractor will be required to indemnify, keep and save harmless the Owner from any and all liabilities, judgments, costs, damages or claims for damages which may arise from the infringement of patented design, device, material, process, of any trademark or copyright, of any letter patented, patent rights, or royalty due on the same by reason of the use of any patented or copyright materials, machinery, devices, and equipment furnished or used in the performance of this Contract, or by reason of the use of patented or copyrighted designs furnished and incorporated into the work by the Contractor and accepted by the Owner, excepting equipment furnished by the Owner. In the event that any claim, suit or action at law or equity of any kind whatsoever is made or brought against the owner involving any such patents, then the Owner shall have the right to retain from the money due and/or to become due the Contractor, a sufficient amount of money as shall be considered necessary by the Legal Advisor of the Owner, to protect him against loss until such claim, suit, or action shall have been settled and evidence to the effect shall have been furnished to the satisfaction of the said Legal Advisor.
9. **Taxes.** Unless otherwise specified, the Contractor will be required to pay, without additional expense to the Owner, all federal, state, & local sales and any other taxes which may be applicable under this Contract.
10. **Assignments.** The Contractor may not assign the whole or any part of the Contract or any moneys due and/or to become due hereunder without written consent of the Owner.
11. **Legal Requirements.** The intent of the Contract is to include each and every provision of law and clause required by law to be inserted herein, and it shall be read and enforced as though they were included herein. If any legal provision is required by applicable law to be contained in the Contract and through mistake or otherwise was omitted or not correctly stated, then the Contract shall forthwith be amended to include such legal provision.
12. **Tax Affidavit.** After the award of the Contract, Contractor shall submit to the City a statement affirmed under oath that the Contractor was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the City has territory or that the Contractor was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.
13. **Audit Examinations.** Contractor shall be required to have available to the Owner, the state auditor, or any of their duly authorized representatives, access to any books, documents, papers and records of the contractor as may be required of Contractor under law for purpose of making audit, examinations, excerpts, and transcriptions.
14. **H.B. 694 Certification.** House Bill 694, which became effective on April 4, 2007, provides that a City may not award a contract to purchase goods or services of more than \$500 to a provider if that provider made certain political contributions to a City Council member in the two calendar years prior to the year in which the contract is awarded. Further, prior to entering into a contract in excess of \$500 a City must obtain a certification that the provider of goods or services under that contract is in compliance with House Bill 694. The Contractor shall certify that all of the following persons, (as applicable), are in compliance with division (l)(1) of House Bill 694: (a) The individual if the contract is with an individual; (b) Each partner or owner if the contract is with a partnership or other unincorporated business; (c) Each shareholder if the contract is with an association; (d) Each administrator if the contract is with an estate; (e) Each executor if the contract is with an estate; (f) Each trustee if the contract is with a trust; (g) Each spouse of any person identified in section a-f above; (h) Each child seven years of age to seventeen years of age of any person identified in section a-f above (i) Any combination of persons identified in sections a-h above; (j) Each owner of more than 20% of the corporation or business trust if the contract is with a corporation or business trust; (k) Each spouse of any person identified in section j; (l) Each child seven years of age to seventeen years of age of any person identified in section j above; (m) Any combination of persons identified in sections j-l above.
15. **Vandalia First.** Where a preliminary analysis of the bids identifies a bid from a Vandalia individual or business, city council may give a preference to the Vandalia bid and award the contract to the Vandalia bidder when: (i) such bid is within 5% of the lowest bid price (for a low bid of \$50,000 or less) or within 2% of the lowest bid price (for a low bid price over \$50,000), and (ii) but for the bid price, the Vandalia bid would otherwise be considered the lowest and best bid by the City in its normal evaluation procedures in deciding whether or not to award the contract.

OHIO HOUSE BILL 694 CONTRACT LANGUAGE

"Under House Bill 694, effective April 4, 2007, no political subdivision may enter into a contract in excess of \$10,000 unless the contract includes a certification that the provider of goods or services under that contract is in compliance with House Bill 694.

____ Company Name _____ hereby certifies that all of the following persons, if applicable, are in compliance with division (I)(1) of House Bill 694: (a) The individual if the contract is with an individual;

- (b) Each partner or owner if the contract is with a partnership or other unincorporated business;
- (c) Each shareholder if the contract is with an association;
- (d) Each administrator if the contract is with an estate;
- (e) Each executor if the contract is with an estate;
- (f) Each trustee if the contract is with a trust;
- (g) Each spouse of any person identified in section a-f above;
- (h) Each child seven years of age to seventeen years of age of any person identified in section a-f above;
- (i) Any combination of persons identified in sections a-h above;
- (j) Each owner of more than 20% of the corporation or business trust if the contract is with a corporation or business trust;
- (k) Each spouse of any person identified in section j;
- (l) Each child seven years of age to seventeen years of age of any person identified in section j above;
- (m) Any combination of persons identified in sections j-l above."

HB 694 provided that a City could not enter into a public contract over \$10,000 with a person or entity that made certain political contributions to council members within the previous 24 months. The rule only applies to those contributions made after April 2007.