



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

REQUEST FOR PROPOSAL (RFP)
REFERENCE #: PPS/26

PROPOSAL NAME: PROFESSIONAL PSYCHOLOGICAL SERVICES

PROPOSALS DUE BY: Friday, October 2, 2026 at 4:30 PM

PURPOSE OF RFP

The City of Akron intends to select a firm to perform the subject services from the most responsive and responsible supplier ("Supplier") in accordance with the scope of work and conditions contained or referenced in this Request for Proposal (RFP). The City will retain the right to terminate any agreement regarding the purchase of the services for any reason upon 30 days' notice.

PROPOSAL REQUEST

Please submit a bid for furnishing PROFESSIONAL PSYCHOLOGICAL SERVICES for the period of 1 year, with the option to extend annually if mutually agreed upon, for up to an additional 2 years. This contract would allow 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 Euna Procurement (Formerly 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's form of purchase order will be allowed, and the City will not recognize any substitute terms and conditions contained in your submission.**

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.

COLLUSION CLAUSE

Any evidence of agreement or collusion among proposers and prospective proposers acting to illegally restrain freedom of competition by agreement to be a fixed price, or otherwise, will render their proposals

void.

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

DISQUALIFICATION OF BIDDERS

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

1. Failure to submit the proposal on the City's Euna Procurement 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 Euna Procurement.
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, and as set forth in the special services agreement the proposer agrees 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 proposer, its officers, employees and subcontractors of any tier used in connection with providing the services.

INSURANCE REQUIREMENTS

The successful proposer will have employees involved in the project, so the following will be required from the successful bidder at its own expense: (a) Worker'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, proposer shall submit copies of its insurance policies. All insurance policies and endorsements must meet the approval of the City of Akron Law Director. **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.**

LAWS FEDERAL/STATE/LOCAL

All proposers 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 law where defined in City charter and codes.

LOCATION OF VENDOR

The City reserves the right to give consideration to a proposer's location when determining the most responsive and responsible proposal.

MOST RESPONSIVE AND RESPONSIBLE PROPOSAL (AWARD)

Any award will be made to the most responsive and responsible proposal. The determination of most responsive and responsible proposal may involve price, conformity to scope of work, financial ability to perform, previous performance, 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 proposal that, in the judgment of the proper City officials, is in the best interest of the City.

If the successful proposer 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-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.

NOTICE OF PROPOSAL AWARD

Proposal awards will be available 10-14 business days after the bid closes. They can be requested by emailing PublicRecords@akronohio.gov.

OFFER/ACCEPTANCE

Your Proposal shall be considered an offer, which offer shall be deemed accepted upon the issuance of a special services agreement. 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.

PAYMENT TERMS

It will be understood that the City receives Net 30 day terms.

PRICING CLARIFICATIONS

Prices to remain firm over period of the special services agreement.

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.

REJECTION OF PROPOSALS

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

RESERVATIONS FOR REJECTION AND AWARD

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

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.

TAXPAYER IDENTIFICATION NUMBER/W-9

Each proposer 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.