



CITY OF TOPEKA

FINANCIAL SERVICES, Contracts & Procurement Div.
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Date: Wednesday, March 03, 2011

REPLY NOT LATER THAN: March 18, 2011 @ 2:00 PM

REQUEST FOR QUOTATION

BID #PU-040-11 FILE #090

**Air Filters – Commercial Grade
Facilities Operations**

INFORMAL BID PROPOSAL

These specifications were written with the intent of permitting competitive bidding. The City of Topeka reserves the right to waive minor deviations in the specifications which inadvertently restrict bidding to a single manufacturer (or vendor) or when such deviations do not alter nor deter the City from accomplishing the intended use or function.

However, it shall be the bidder's responsibility to advise the City of Topeka of any specifications, language, other requirements or any combinations thereof, which restricts or limits bidding. Such notification must be submitted in writing and must be received by the Contracts and Procurement Division no later than twenty-four (24) hours prior to the bid closing. Each bid shall include descriptive literature and specifications on the product bid. However, the providing of this material shall not be considered a substitute for listing deviations.

This bid hereby gives **THIRTY (30) DAYS NOTICE** to all suppliers who currently have contracts with the City of Topeka for the items or services described in these specifications.

AIR FILTERS – COMMERCIAL GRADE to reasonably comply with the following specification.

The City of Topeka requests bids for the following types and sizes of quality, durable Air Filters that are Commercial Grade that meet or exceed all current Federal, State and local filtration standards.

The filters are to be multi-pleated and disposable. Each filter must meet or exceed the National Air Filter Association's (NAFA) Minimum Efficiency Rating Value (MERV) of 7. All filters must be listed as being Underwriters' Laboratories Class 2 certified.

This is an **"ALL OR NOTHING"** bid where the successful bidder(s) shall be required to enter into an open-end contract with the City Of Topeka.

An open-end contract shall be construed as a contractual agreement between a supplier and the City Of Topeka to furnish an undetermined quantity of a commodity (or service) in a given period of time. This may be guided by an estimated quantity based on previous history or other means.

CONTRACT AWARD

The award shall be based on which vendor supplies the products closest to the sample name brand indicated in each item description at the lowest price. The City has the final say as to which product come the closest to the brand name products.

Samples may be requested from the vendor of any one or more of the items bid. The cost of the item, transportation to and from the City of Topeka shall be borne by the vendor.

Bidders are responsible for providing sufficient information to evaluate all items.

All items bid must have the following information. Please use a separate piece of paper for this list.

Manufacturer Name

Brand Name

Reorder Number

When the bid is awarded and the contract is signed the items listed by the vendor shall be the exact same items provided when ordered. If the vendor's supply of the exact same product bid becomes unavailable the vendor may substitute a similar item **ONLY AFTER** submitting a sample to Contracts and Procurement for review. If the item is found to be suitable a notice will be sent to the vendor to substitute with that product only.

Unapproved substitution of items may result in the immediate cancellation of the contract.

The City of Topeka reserves the right to cancel any and all contracts at any time with thirty (30) days written notice.

The contract(s) awarded from this bid shall become effective on the date of signature by both parties and shall remain in effect through February 28, 2009. Prices quoted shall remain firm for the duration of the contract.

The contract may be extended for two (2) one (1)-year terms by mutual consent.

TERMINATION

Termination for Cause: The Procurement Director may terminate this contract, or any part of this contract for cause under any one of the following circumstances:

The Contractor fails to make delivery of goods or services as specified in this contract; or

The Contractor fails to perform any of the provisions of this contract; or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Procurement Director shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions with four (4) hours from the receipt of the notice (or such longer period as the City may authorize in writing), the Procurement Director may issue the Contractor an order to stop work immediately.

Termination for Convenience: The Procurement Director may terminate performance of work under this contract in whole or in part whenever, for any reason the Director of Contracts and Procurement shall determine that the termination is in the best interest of the City of Topeka. In the event that the Procurement Director elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

Air Filter Quantity & Size Listing

Quantity	Size	Price Each	Quantity	Size	Price Each
2	10 x 22 x 1	\$	1	19.5 x 24.5 x 1	\$
2	10 x 33 x 1	\$	2	20 x 16 x 2	\$
4	10 x 54 x 1	\$	3	12 x 20 x 1	\$
23	11.5 x 15.5 x 1	\$	8	20 x 20 x 2	\$
4	12 x 13 x 1	\$	208	20 x 20 x 4	\$
4	12 x 20 x 2	\$	2	20 x 25 x 2	\$
16	12 x 24 x 2	\$	10	24 x 20 x 2	\$
17	15 x 20 x 1	\$	41	24 x 24 x 1	\$
4	16 x 16 x 1	\$	184	24 x 24 x 2	\$
6	16 x 16 x 2	\$	3	24 x 24 x 4	\$
3	16 x 20 x 1	\$	2	7.75 x 25 x 1	\$
14	16 x 20 x 2	\$	1	7.75 x 31 x 1	\$
4	16 x 21 x 2	\$	1	7.75 x 41 x 1	\$
4	16 x 25 x 1	\$	9	7.75 x 43 x 1	\$
2	16 x 25 x 2	\$	5	7.75 x 57 x 1	\$
2	16 x 25 x 4	\$	2	8 x 27.75 x 1	\$
5	16 x 36 x 1	\$	3	9 x 45 x 1	\$

State percentage (%) discount for all other filter sizes: _____ %

Manufacturer's Name: _____

DELIVERY

Delivery of all items ordered must be received within seven (7) working days from date of order. Orders are to be clearly labeled as to the item number, filter size and purchase order number (or the words "PCard Order" if the order was initiated by using a City of Topeka Purchasing Card.

Delivery time shall be a factor in the evaluation of these bids.

All orders are to be shipped FOB Destination, Prepaid and Allowed with shipping costs being the responsibility of the vendor.

No other charges of any kind will be allowed concerning the purchase of this product.

ESTIMATED AVAILABILITY: Delivery can be achieved in _____ number of days after receipt of purchase order.

Terms and Conditions of this bid:

-NET 30 DAYS

-FOB DESTINATION, FREIGHT PREPAID AND ALLOWED.

-NO WORK SHALL BE DONE OR ITEMS PROCURED WITHOUT A PURCHASE ORDER NUMBER.

Bids on items reasonably comparable to the above are invited. Bidders should submit complete descriptive literature and specifications or their bids may not be considered.

Evaluation will be based on best value, cost versus quality and warranty. Bidders are advised to provide technical feature design information/documentation for evaluation.

Bids will be analyzed and the award made to the lowest responsive and responsible bidder whose bid conforms to the solicitation. The City reserves the right to accept or reject any and all bids and all or part of a bid and to waive informalities, technical defects and minor irregularities in the bids received.

Please quote on this form your best price, terms and delivery, on the articles described above. Vendor must complete all blank lines to receive consideration. Print your company name, your title, signature and all other information then **MAIL** this completed form back to the address at the top.

Please put the bid number and date to be opened on the front of the envelope.

COMPANY NAME: _____ DATE: _____

ADDRESS: _____ CITY/STATE/ZIP: _____

BY (SIGNATURE): _____ TITLE: _____

PRINTED NAME: _____ E-MAIL: _____

TELEPHONE: _____ FAX: _____

WEBSITE: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) or SOCIAL SECURITY NUMBER:



Robin Randall Röeckers, Procurement Officer

rroeckers@topeka.org

Responses that are hand delivered or received by mail, courier or any other means after this deadline will not be accepted.

City of Topeka
Financial Services Department
Purchasing Division (Rev. 03-10)

CONTRACTUAL PROVISIONS ATTACHMENT

1. TERMS HEREIN CONTROLLING PROVISIONS

It is expressly agreed that the terms of each and every provision in this Attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. AGREEMENT WITH KANSAS LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. TERMINATION DUE TO LACK OF FUNDING

If, in the judgment of the City Manager, sufficient funds will not be available to continue the functions performed in this agreement and for the payment of the charges hereunder, City may terminate this agreement at the end of its current and any succeeding fiscal year. City agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided City under the contract. City will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by City, title to any such equipment shall revert to contractor at the end of City's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the City or the contractor.

4. DISCLAIMER OF LIABILITY

Neither the City of Topeka nor any departments or divisions thereof shall hold harmless or indemnify any Contractor.

5. ANTI-DISCRIMINATION CLAUSE

The contractor agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful discrimination and to not unlawfully discriminate against any person because of race, religion, creed, color, age, gender, sexual orientation, disability, nationality, familial status or any other status protected by law, in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The contractor understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended, in whole or in part by the City of Topeka.

6. ACCEPTANCE OF CONTRACT

This contract shall not be considered accepted, approved or otherwise effective until the legally required approvals and certifications have been given.

7. ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any department or division thereof subject to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the City of Topeka shall not be subject to attorney fees or late payment charges, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. REPRESENTATIVE'S AUTHORITY TO CONTRACT

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. RESPONSIBILITY FOR TAXES

The City of Topeka shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. INSURANCE

The City of Topeka shall not be required to purchase any insurance against loss or damage to any personal property to which this contract relates. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), and the claims provisions of the Code of the City of Topeka (Section 3.35.010 et seq.), the contractor shall bear the risk of any loss or damage to any personal property in which the contractor holds title.

CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

PLEASE INCLUDE THIS COMPLETED FORM WITH YOUR BID.

Contractor's Statement of Agreement

The City of Topeka, Kansas requires that all contracts of the City and its agencies include specific provisions to ensure equal employment opportunity and that all contractors provide evidence of the adoption of an affirmative action program. To comply with these requirements, all persons wishing to enter into a contract with the City shall complete and sign this agreement.

The contractor agrees to:

1. Comply with K.S.A. 44-1030 requiring that:
 - (A) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability unrelated to such person's ability to engage in the particular work, national origin or ancestry;
 - (B) In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Contracts and Procurement Division;
 - (C) If the contractor fails to comply with the manner in which the contractor reports to the Contracts and Procurement Division in accordance with the provisions of K.S.A. 44-1031, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
 - (D) If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Contracts and Procurement Division which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
 - (E) The contractor shall include the provisions of paragraphs (A) through (D) in every sub-contract or purchase order so that such provisions will be binding upon such sub-contractor or vendor.
2. Guarantee that during the performance of any City contractor agreement the contractor, sub-contractor, vendor, or supplier of the City shall comply with all provisions of the Civil Rights Act of 1866 as amended, Civil Rights Act of 1964 as amended, Equal Employment Opportunity Act of 1972 as amended, Executive Order 11246, Age Discrimination in Employment Act of 1967 as amended, Americans with Disabilities Act of 1990 and Rehabilitation Act of 1973 as amended, Equal Pay Act of 1963 and City of Topeka Ordinance No. 16889 and any regulations or amendments thereto.
3. Submit to the Contracts and Procurement Division a written affirmative action program, a certificate of compliance or such other certificate as is acceptable to the Contracts and Procurement Division which is evidence of the adoption of an affirmative action program.

The contractor agrees to maintain a current and accurate plan on file with the Contracts and Procurement Division and shall update the plan as needed.

Company Name

Company Address

Signature and Title

Date

Revised 01-10-01

PLEASE INCLUDE THIS COMPLETED FORM WITH YOUR BID.