



CITY OF TOPEKA
CONTRACTS & PROCUREMENT DIVISION
215 SE 7TH STREET; BASEMENT, ROOM 60
TOPEKA, KANSAS 66603-3983
Phone 785.368.3749 – Fax 785.368.4499

Date: July 27, 2010

REQUEST FOR QUOTATION
TM-102-10

Traffic Signal Controller

Traffic Signal Project T-141008.00
SW 25th and SW Fairlawn Rd.

REPLY NOT LATER THAN: July 30, 2010

YOU MAY FAX THIS BID

Terms and Conditions of this bid:

- Net 30
- F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED.
- Contractor shall be responsible for making the job safe
- All City Workman's Compensation Insurance and Public Liability Insurance requirements are applied.
- The City reserves the right to accept or reject all bids or any part of a bid and has the right to waive informalities, technical defects, and minor irregularities in the bids received.
- Sign and return Contractors Statement of Agreement with your bid.
- Sign and return Contractual Provisions Attachment with your bid.

Provide Any Additional Information: Any additional information which one feels pertinent to this project should be included.

Provide Product Literature: Manufacture Part Numbers and Your Company Part Number

Provide Standard Warranty Information

Detailed Specifications

The City of Topeka is requesting bids to supply equipment for Traffic Signal Project T-141008.00. All shipping cost will be the responsibility of the awarded vendor. All items shall be shipped to City of Topeka Traffic Operation 927 NW Harrison Topeka, Kansas. See attached detailed specification sheets for the electronic equipment to be supplied.

Spec's can be found at http://www.topeka.org/publicworks/design_rightofway_section.shtml
DT-100 through DT-117



INVITATION TO BID

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CITY OF TOPEKA
 CONTRACTS AND PROCUREMENT DIVISION
 215 SE 7TH STREET, Basement, Room 60
 TOPEKA, KANSAS 66603-3983

Bid: TM-102-10
Closing: July 30, 2010 @ 2PM

Phone: 785.368.3749
 Fax: 785.368.4499

Traffic Signal Controller
 S.W. 25th St. and Fairlawn Rd.

THIS IS NOT AN ORDER / ALL PRICES F.O.B. DESTINATION

BIDDER'S NAME, ADDRESS, AND TELEPHONE:		SHIP TO ADDRESS: City of Topeka Traffic Operations 947 NW Harrison Topeka, KS 66608		
ITEM	DESCRIPTION	QUANTITY AND UNIT	UNIT PRICE	EXTENSION
1	2070 Controller with Oasis Software	1 each	\$ _____	\$ _____
	Grand Total			\$ _____
No. of Days Delivery		Terms:		

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 three (3) days 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.

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 OR HAND DELIVER **OR FAX** THIS COMPLETED FORM BACK TO THE ADDRESS OR NUMBER AT THE TOP.

COMPANY NAME: _____

ADDRESS: _____

BY (SIGNATURE): _____ TITLE: _____

PRINTED NAME: _____ DATE: _____

TELEPHONE#: _____ FAX: _____

E-MAIL: _____

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

Teri Fincham, Procurement Officer II
tfincham@topeka.org

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

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 2-476 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: _____

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