



**BIDDER APPLICATION
CITY OF TOPEKA
215 SE 7TH STREET
BASEMENT, ROOM 60
TOPEKA KS 66603-3914
Phone: 785-368-3749
Fax: 785-368-4499
www.topeka.org**

Pages 1, 2 and a W-9 must be completed in their entirety in order for your firm to be registered as a potential bidder on City of Topeka requests for goods or services. Pages 3-11 of the Bidder Application are for informational purposes only and do not need to be returned. ALL VENDORS SUBMITTING A BIDDER'S APPLICATION MUST ATTACH A COMPLETED W-9 FORM, WHICH IS AVAILABLE FROM THE IRS WEBSITE AT <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

COMPANY NAME: _____

ADDRESS TO WHICH BID DOCUMENTS SHOULD BE DIRECTED:

TO THE ATTENTION OF: _____

STREET ADDRESS OR PO BOX: _____

CITY, STATE, ZIP CODE: _____

ADDRESS TO WHICH BILL PAYMENTS SHOULD BE DIRECTED:

TO THE ATTENTION OF: _____

STREET ADDRESS OR PO BOX: _____

CITY, STATE, ZIP CODE: _____

TOLL FREE AND/OR LOCAL TELEPHONE NUMBERS:

FAX NUMBER: _____

DOING BUSINESS WITH THE CITY OF TOPEKA

INTRODUCTION

The Contracts and Procurement Division of the City of Topeka, Kansas is responsible for the procurement of goods and services used by all City Departments. It is the objective of the City to purchase the necessary supplies, equipment, and services at the lowest possible cost consistent with the quality needed to meet its requirements and to ensure that its citizens receive the maximum value for each dollar expended.

The Procurement offices are open from 8:00 AM – 5:00 PM, Monday through Friday at City Hall, 215 SE 7th Street, Room 60-Basement, Topeka, Kansas 66603-3914. Visits by sales representatives are welcomed and encouraged. It is recommended that visits be scheduled by telephoning for appointments in order to more productively use the time of both buyers and salespersons. The Contracts and Procurement Division telephone number is (785) 368-3749.

HOW TO BECOME ELIGIBLE TO SELL TO THE CITY

All vendors who are interested in doing business with the City of Topeka should register with the Contracts and Procurement Division by completing and submitting a Bidder's Application. Once your completed application has been received, your company will be placed on the vendor's mailing list with an indication of the products or services it provides. The vendor's mailing list is consulted when a commodity or service is needed, and it is used for notification of bid solicitations. Vendors may be removed from the vendor's mailing list when they fail to perform in accordance with contract provisions, or by submitting a written request to do so.

THE PROCUREMENT PROCESS

The City of Topeka has a centralized purchasing function. The Contracts and Procurement Division is the authority for all purchases. Vendors shall not make sales to City employees without a properly authorized purchase order, except as described below. The Contracts and Procurement Division uses five basic types of procurement methods for the purchase of material, equipment and services. The five methods are:

SMALL DOLLAR PURCHASES

The Contracts and Procurement Division has delegated the authority to all City departments to make direct purchases with a value of \$999.99 or less. This is accomplished by the use of a City of Topeka Procurement Card or Field Purchase Order (FPO).

OPEN MARKET PURCHASES

Purchases of less than \$5,000.00 are obtained on the open market following a formal request by a using department. Generally, these are one-time purchases of a definite quantity of product or service. Buyers will consult the vendor's mailing list and solicit quotations from qualified suppliers in order to obtain competition consistent with the size and nature of the purchase. A purchase order will be issued as the vendor's authorization to provide a product or service.

INFORMAL PURCHASES

All purchases that exceed \$5,000.00 but not more than \$50,000.00 are accomplished after receipt of written, sealed quotations following at least three days notice posted on a public bulletin board located at the entrance of the Contracts and Procurement Division office. Informal purchases are solicited by Requests for Quotation mailed to a minimum of three vendors from the vendor mailing list.

FORMAL PURCHASES

Purchases in excess of \$50,000.00 are obtained according to formal competitive and sealed bid procedures. Formal bids will be solicited by an Invitation for Bid (IFB) following advertisement in the official City newspaper. This document will contain general conditions and instructions to bidders, along with detailed specifications. Bids are opened and publicly read at the time and date specified, and all interested parties are invited to attend.

NON-COMPETITIVE PURCHASES

Certain circumstances exist which require purchases to be accomplished by waiving competitive and sealed bid procedures. In such cases, the Contracts and Procurement Division shall negotiate price, delivery, and other contractual terms and conditions. An emergency is the most common situation requiring non-competitive purchases. An emergency exists when circumstances occur which create a threat to public health or safety, pose a risk to the preservation or protection of property or cause severe interference with the provision of City services. In very rare instances, there may be only one vendor able to furnish a certain item or service. The Contracts and Procurement Division is responsible for making all such sole source determinations.

IMPORTANT CONSIDERATIONS FOR BIDDERS

AWARD POLICY

Awards will be made to the lowest responsible bidder, taking into consideration conformity with the specifications, terms of delivery and other conditions imposed in the Invitations for Bid or Requests for Quotation. In cases where tie bids occur, preference will be given to bidders located within the City limits. The City reserves the right to accept or reject any and all bids and to determine the best bid. The Contracts and Procurement Division may reject the bid of any bidder who has failed to perform satisfactorily on a previous contract with the City.

COMPETITION

It is the intent of the City that acquisitions are made under conditions that allow for free and open competition. Bidders are encouraged to advise the Contracts and Procurement Division whenever specifications do not comply with standard trade practices or impose impractical or unreasonable requirements. It is the City's policy to encourage the involvement of Disadvantaged Business Enterprises (minority-owned and women-owned business) in contract awards. DBEs are particularly invited to submit proposals to perform work for the City of Topeka, either as a prime contractor or as a part of a joint venture. Non-DBE firms are encouraged to arrange subcontracts or joint ventures with DBEs prior to submission of their proposals.

ALTERNATE OR EQUIVALENT BIDS

Whenever the specifications of an article or material are defined by trade name, brand name or model and catalog number, the term "or equal," if not written, is implied. Any such reference to a particular manufacturer's product is for the purpose of item identification and to establish standards of performance, quality and features. Bids on equivalent items are invited. Alternate bids may be submitted and, if deemed advantageous to the City, evaluated and considered.

INTERGOVERNMENTAL COOPERATIVE PURCHASING

The City may "piggyback" on contracts established by other governmental jurisdictions when it is assured that competitive sealed bidding has been employed. Vendors willing to extend to the City existing price agreements with other governmental entities should notify the Contracts and Procurement Division.

CONFLICT OF INTEREST AND GRATUITIES

It is the policy of the City of Topeka that its employees, officers or agents shall not have a financial or personal interest that would impair their proper discharge of official duties. Any employee who knows that he or she has an actual or potential conflict of interest shall disqualify himself or herself from involvement in the procurement process. Soliciting or accepting any gift, gratuity, favor, or kickback from any person who has or is seeking to do business with the City is also prohibited. Gratuities shall not mean pens, pencils, matchbooks, calendars or other incidental novelty items used for advertising purposes or meals or other meeting-related incidentals for the purpose of conducting or discussing official business.

INVOICING

In order to receive payment for goods or services furnished, the vendor must submit an original invoice. Invoices must show the properly authorized purchase order number; complete descriptions of the goods or services furnished; quantity delivered; unit prices and extensions; applicable taxes; and prompt payment discount terms, if any. Upon delivery, the City using department will inspect and accept the goods or services and prepare a receiving report acknowledging receipt for payment. To ensure timely payment, all invoices shall be sent in duplicate to the user department.

SURPLUS PROPERTY

The Contracts and Procurement Division is responsible for the sale or disposal of scrap material and surplus property, normally through auctions, spot sales or competitive bidding. Questions concerning surplus property should be referred to the Procurement staff.

CONTRACTING FOR PROFESSIONAL SERVICES

All contracts for professional and consulting services are procured through a competitive selection process, except for contractual services where, in the opinion of the Contracts and Procurement Division, no competition exists. The following procedures are used for obtaining professional services:

Architects, Engineers and Appraisers

Any person or firm desiring to be considered for employment as an architect, engineer or appraiser is required to complete a Statement of Qualifications available at the Contracts and Procurement Division office. The Contracts and Procurement Division will notify prospective firms that it is requesting proposals for consulting services. Such notification shall be in writing and will include a statement of the scope of the specific project and the qualifications desired. A committee consisting of the City Engineer, Procurement Officer, and the relevant department head shall conduct interviews of prospective consultants chosen on the basis of proposals submitted. At the conclusion of the interviews, the committee shall make a determination as to the best-qualified firm for the proposed project and negotiate the terms and conditions of a professional service contract.

Other Professional Services

Solicitations for professional services other than architects, engineers and appraisers are accomplished through Requests for Proposals (RFP). The RFP is distributed to qualified persons interested in performing the services. It will include a statement of the work to be performed, performance requirements and evaluation criteria. Those individuals or firms interested in receiving RFPs for professional service should contact the Contracts and Procurement Division.

Affirmative Action Program

The following pages contain information regarding Affirmative Action Plans. It is provided for information only. Prospective contractors should read the attached and realize that if they are required by Federal legislation to have an Affirmative Action Plan in place that they will be required as per City of Topeka Code Sec. 86-133 to provide the following:

Sec. 86-133(a) Affirmative Action Program: **Submission of program.** All persons seeking to enter into a contract with the city shall submit in writing to the contracts and procurement division either an affirmative action program, a certificate of compliance or such other certificate as is acceptable to the contracts and procurement division which evidences the adoption of an affirmative action program. Such affirmative action program, certificate of compliance or other certificate shall be approved and on file with the contracts and procurement division or such plan shall be submitted with the contract bid. If no affirmative action plan is submitted with the contract bid, the bid will be considered non-responsive and will not be accepted. If any person shall fail or refuse to submit an affirmative action program as required by this division, such person shall be ineligible to enter into any city contract until the person has so completed.

DEFINITIONS:

Affirmative action program means a positive program designed to ensure that a good faith effort will be made to employ applicants and to treat employees during employment equally without regard to their race, religion, creed, color, sex, disability which is unrelated to the ability to perform a particular job or occupation, national origin, ancestry or age. Such program shall include, where applicable, but not be limited to, the following:

1. Recruitment and recruitment advertising;
2. Employment, including upgrading, promotion, demotion, transfer, layoff or termination;
3. Rates of pay or other forms of compensation;
4. Other terms or conditions of employment; and
5. Selection for training, including apprenticeship.

The program shall include goals, methods and timetables for implementation of the program.

Certificate of compliance means a written certificate issued by a state or federal agency charged with administration of a governmentally recognized affirmative action program stating that the person named in the certificate is in compliance with the terms of an affirmative action program filed by the named person with the state or federal agency.

Contract means any contract agreement, purchase order or arrangement required or permitted by the ordinances of the city to which the city shall be a contracting party and which shall here after be entered into or renewed, except the following:

1. Emergency requisitions for goods, supplies and services as provided for by the contracts and procurement division;
2. Imprest accounts in the nature of petty cash funds;
3. Any bona fide religious institutions with respect to any qualifications for employment when such qualifications for employment;
4. Any type of employment where religious creed, national origin or ancestry would be considered an essential qualification for employment; or
5. Contracts for goods, supplies or services, the cost of which will not exceed \$50,000.00; provided, however, that if any contractor shall do a total annual business with the city in excess of \$50,000.00, such contractor shall submit an affirmative action program in writing to the contracts and procurement division. For the purposes of this division, total annual business shall be measured by the amount of business done by the contractor with the city during either the current or the preceding fiscal year of the city.

Successful contractors may submit a signed “Contractual Provisions Attachment Form” and a “Contractor’s Statement of Agreement” which incorporates all of the requirements set forth in the City code in lieu of the entire Affirmative Action Plan or certificate of compliance. The signed “Contractual Provisions Attachment Form” and “Contractor’s Statement of Agreement” qualifies as “other such certificate. See the attached. **These need to only be submitted with a bid or if notified that your firm is selected as the successful contractor or awarded bidder.**

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 APPROPRIATION

If, in the judgment of the City Manager, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, City may terminate this agreement at the end of its current 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 agency 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 and to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry 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 has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the City of Topeka shall not agree to pay 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