PAGE	ORDER DATE
1 of 4	09/06/19
BUSINESS UNIT	BUYER
9000	VICKI COLLINS (AS)
VENDOR NUMBER: 2675604	
VENDOR ADDRESS:	
THE FILTER SHOP INC	
8730 F ST	
OMAHA NE 68127-1505	

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

#### CONTRACT NUMBER 14350 OC

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

#### OCTOBER 14, 2019 THROUGH OCTOBER 13, 2020

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5109 OF

Contract to supply and deliver Filters for Air Handling Units and Others to the State of Nebraska as per the attached specifications for the contract period October 14, 2019 through October 13, 2020.

Vendor Contact: Josh Brandl Phone: 402-597-1988 Fax: 402-597-1873

E-Mail: josh@thefiltershopinc.com

This is the fourth renewal of the contract as amended. (9/6/19 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	7-3/4X41-3/4X1 PLEATED FILTER Manufacturer: Airguard DP Vendor Part Number: FSHCP1-08421	1,015.0000	EA	3.9100
2	16X33X2 PLEATED FILTER Manufacturer: Airguard DP Vendor Part Number: FSHCP2-16242	1,096.0000	EA	4.0600
3	25X36X2 PLEATED FILTER Manufacturer: Airguard DP Vendor Part Number: FSHCP2-2318312	1,216.0000	EA	8.1100
4	28-1/2X29-1/2X2	1,024.0000	EA	8.1100

MATERIEL ADMINISTRATOR

R43500INISC0001 20150901

PAGE	ORDER DATE
2 of 4	09/06/19
BUSINESS UNIT	BUYER
9000	VICKI COLLINS (AS)

VENDOR NUMBER: 2675604

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

		****		
Line	Description PLEATED FILTER Manufacturer: Airguard DP Vendor Part Number: FSHCP2-25252	Estimated Quantity	Unit of Measure	Unit Price
5	16X16X2 PLEATED FILTER Manufacturer: AIRGUARD DP MAX Vendor Part Number: SCP2-16162	1,040.0000	EA	2.4000
6	17X20X1 PLEATED FILTER Manufacturer: AIRGUARD DP MAX Vendor Part Number: FS1-17201	1,050.0000	EA	2.9400
7	8X44X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10441	1,040.0000	EA	3.5800
8	8X47X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10441	1,012.0000	EA	3.5800
9	8X48X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10441	1,030.0000	EA	3.5800
10	9-1/2X35-1/2X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10361	1,020.0000	EA	3.5800
11	9-1/2X36-1/2X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10361	1,024.0000	EA	3.5800
12	10X36X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10361	1,012.0000	EA	3.5800
13	11X46X1 HEAVY DUTY FILTER	1,025.0000	EA	3.5800



PAGE	ORDER DATE
3 of 4	09/06/19
BUSINESS UNIT	BUYER
9000	VICKI COLLINS (AS)

VENDOR NUMBER:

2675604

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

Line	<b>Description</b> Manufacturer: PUROLATOR Vendor Part Number: FSDC1-14421	Estimated Quantity	Unit of Measure	Unit Price
14	12X25X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: DC1-12251	1,080.0000	EA	1.5000
15	13X45X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-14421	1,002.0000	EA	3.5800
16	16X20X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: DC1-16201	1,020.0000	EA	1.3600
17	6"X120 BAG FILTER 3" CUFF W/ STEEL SNAP RING BAND DOUBLE LAYER DISC W/ 3" WEARSTRIP 22 OZ. FIBERGLASS, 992-1 CHEMFLEX FINISH OR EQUIVA Manufacturer: FLSMIDTH Vendor Part Number: 2-1075-XX	1,716.0000 ALENT	EA	43.8400
18	14X20X1 PLEATED Manufacturer: AIRGUARD Vendor Part Number: SCP1-14201	1,015.0000	EA	2.2700
19	HIGH CAPACITY PLEATED FILTERS (13-15 PLEATS) NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	2,000.0000	\$	1.0000
20	STANDARD CAPACITY PLEATED FILTERS (10-12 PLEATS) NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	2,000.0000	\$	1.0000
21	DISPOSABLE CARDBOARD FILTERS NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	2,000.0000	\$	1.0000



PAGE	ORDER DATE
4 of 4	09/06/19
BUSINESS UNIT	BUYER
9000	VICKI COLLINS (AS)

VENDOR NUMBER: 26

2675604

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
22	HIGH EFFICIENCY BAG FILTERS, 90-95% NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	4,100.0000	\$	1.0000
23	STANDARD EFFICIENCY BAG FILTERS, 80-85% NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,000.0000	\$	1.0000
24	RIGID BOX FILTERS 80-85% EFFICIENCY NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	13,000.0000	\$	1.0000
25	Z LINE CARBOTRON NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,000.0000	\$	1.0000
26	PLEATED FILTERS NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	9,930.6000	\$	1.0000
27	WATER FILTERS NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,000.0000	\$ 	1.0000
28	FILTER MEDIA NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,000.0000	\$	1.0000

# NEBRASKA

Good Life. Great Service.

**DEPT. OF ADMINISTRATIVE SERVICES** 

#### CONTRACT RENEWAL

March 12, 2019

Mr. Josh Brandl The Filter Shop Inc 8730 F St Omaha, NE 68127-1505

RE: Contract Number 14350 OC, Filters for Air Handling Units and Others

Dear Mr. Brandl:

The above named contract for providing Filters for Air Handling Units and Others to the State of Nebraska, expires October 13, 2019.

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for an additional one (1) year period, i.e. October 14, 2019 through October 13, 2020.

If this is agreeable with The Filter Shop Inc, please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within thirty (30) calendar days, the State of Nebraska will assume that The Filter Shop Inc does not intend to renew contract number 14350 OC and thus may begin the formal solicitation process to obtain Filters for Air Handling Units and Others.

Sincerely

Holly Glasdow, Buyer U State Purchasing Bureau

DATE: 3-13-19

The Filter Shop Inc is agreeable to the renewal of 14350 OC for Filters for Air Handling Units and Others October 14, 2019 through October 13, 2020.

SIGNATURE

TITI F

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DATE:

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130 Lincoln, Nebraska 68508 OFFICE 402-471-6500 FAX 402-471-2089

das,nebraska.org

PAGE	ORDER DATE
1 of 4	09/14/18
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 2675604	
VENDOR ADDRESS:	
THE FILTER SHOP INC 8730 F ST	

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

#### CONTRACT NUMBER 14350 OC

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

#### OCTOBER 14, 2018 THROUGH OCTOBER 13, 2019

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5109 OF

OMAHA NE 68127-1505

Contract to supply and deliver Filters for Air Handling Units and Others to the State of Nebraska as per the attached specifications for the contract period October 14, 2018 through October 13, 2019. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Josh Brandl Phone: 402-597-1988 Fax: 402-597-1873

E-Mail: josh@thefiltershopinc.com

This is the third renewal of the contract as amended. (9/13/18 sc)

THIS IS THE	stilled tellewal of the contract as afficience. (3) for to so			
Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	7-3/4X41-3/4X1 PLEATED FILTER Manufacturer: Airguard DP Vendor Part Number: FSHCP1-08421	1,015.0000	EA	3.9100
2	16X33X2 PLEATED FILTER Manufacturer: Airguard DP Vendor Part Number: FSHCP2-16242	1,096.0000	EA	4.0600
3	25X36X2 PLEATED FILTER Manufacturer: Airguard DP Vendor Part Number: FSHCP2-2318312	1,216.0000	EA	8.1100

BUYER 9/14/8

MATERIEL ADMINISTRATOR

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2675604

VENDOR NUMBER:

PAGE	ORDER DATE
2 of 4	09/14/18
BUSINESS UNIT	BUYER
9000	CHRISTIE KELLY (AS)

Telephone: (402) 471-6500 Fax: (402) 471-2089

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

**CONTRACT NUMBER** 14350 OC

TENDON	THOMBER			
Line 4	Description 28-1/2X29-1/2X2 PLEATED FILTER Manufacturer: Airguard DP Vendor Part Number: FSHCP2-25252	Estimated Quantity 1,024.0000	Unit of Measure EA	Unit Price 8.1100
5	16X16X2 PLEATED FILTER Manufacturer: AIRGUARD DP MAX Vendor Part Number: SCP2-16162	1,040.0000	EA	2.4000
6	17X20X1 PLEATED FILTER Manufacturer: AIRGUARD DP MAX Vendor Part Number: FS1-17201	1,050.0000	EA	2.9400
7	8X44X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10441	1,040.0000	EA	3.5800
8	8X47X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10441	1,012.0000	EA	3.5800
9	8X48X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10441	1,030.0000	EA	3.5800
10	9-1/2X35-1/2X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10361	1,020.0000	EA	3.5800
11	9-1/2X36-1/2X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10361	1,024.0000	EA	3.5800
12	10X36X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10361	1,012.0000	EA	3.5800
13	11X46X1	1,025.0000	EA	3.5800

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PAGE	ORDER DATE
3 of 4	09/14/18
BUSINESS UNIT	BUYER
9000	CHRISTIE KELLY (AS)

VENDOR NUMBER:

2675604

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

#### **CONTRACT NUMBER** 14350 OC

Line	Description HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-14421	Estimated Quantity	Unit of Measure	Unit Price
14	12X25X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: DC1-12251	1,080.0000	EA	1.5000
15	13X45X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-14421	1,002.0000	EA	3.5800
16	16X20X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: DC1-16201	1,020.0000	EA	1.3600
17	6"X120 BAG FILTER 3" CUFF W/ STEEL SNAP RING BAND DOUBLE LAYER DISC W/ 3" WEARSTRIP 22 OZ. FIBERGLASS, 992-1 CHEMFLEX FINISH OR EQUIVAING Manufacturer: FLSMIDTH Vendor Part Number: 2-1075-XX	1,716.0000 /ALENT	EA	43.8400
18	14X20X1 PLEATED Manufacturer: AIRGUARD Vendor Part Number: SCP1-14201	1,015.0000	EA	2.2700
19	HIGH CAPACITY PLEATED FILTERS (13-15 PLEATS) NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	2,000.0000	\$	1.0000
20	STANDARD CAPACITY PLEATED FILTERS (10-12 PLEATS) NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	2,000.0000	\$	1.0000
21	DISPOSABLE CARDBOARD FILTERS NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	2,000.0000	\$	1.0000

**BUYER INITIALS** 

R43500|NISC0001|NISC0001 20150901

PAGE	ORDER DATE
4 of 4	09/14/18
BUSINESS UNIT	BUYER
9000	CHRISTIE KELLY (AS)

VENDOR NUMBER:

2675604

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

#### CONTRACT NUMBER 14350 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
22	HIGH EFFICIENCY BAG FILTERS, 90-95% NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	4,100.0000	\$	1.0000
23	STANDARD EFFICIENCY BAG FILTERS, 80-85% NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,000.0000	\$	1.0000
24	RIGID BOX FILTERS 80-85% EFFICIENCY NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	13,000.0000	\$	1.0000
25	Z LINE CARBOTRON NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,000.0000	\$	1.0000
26	PLEATED FILTERS NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	9,930.6000	\$	1.0000
27	WATER FILTERS NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,000.0000	\$	1.0000
28	FILTER MEDIA NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,000.0000	\$	1.0000

BUYER INITIALS

R43500|NISC0001|NISC0001 20150901

# NEBRASKA

Good Life. Great Service.

**DEPT. OF ADMINISTRATIVE SERVICES** 

#### CONTRACT RENEWAL

May 8, 2018

Mr. Josh Brandl The Filter Shop, Inc. 8730 F Street Omaha, NE 68127-1505

RE: Contract Number 14350 OC, Filters for Air Handling Units and Others

Dear Mr. Brandi:

The above named contract for providing Filters for Air Handling Units and Others to the State of Nebraska, expires October 13, 2018.

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for an additional one (1) year period, i.e. October 14, 2018 through October 13, 2019.

If this is agreeable with The Filter Shop, Inc. please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within thirty (30) calendar days, the State of Nebraska will assume that The Filter Shop, Inc. does not intend to renew contract number 14350 OC and thus may begin the formal solicitation process to obtain Filters for Air Handling Units and Others.

Sincerely.

Christie Kelly, Buyer State Purchasing Bureau

DATE: D

The Filter Shop, Inc. is agreeable to the renewal of 14350 OC for Filters for Air Handling Units and Others, October 14, 2018 through October 13, 2019.

SIGNATURE:

TITLE:

Reprosentation

DATE:

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130 Lincoln, Nebraska 68508 OFFICE 402-471-6500 FAX 402-471-2089

das,nebraska.org

PAGE	ORDER DATE
1 of 4	09/18/17
BUSINESS UNIT	BUYER
9000	CHRISTIE KELLY (AS)
NDOR NUMBER: 2675604	
ENDOR ADDRESS:	
NDOR ADDRESS: IE FILTER SHOP INC 30 F ST	

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

#### CONTRACT NUMBER 14350 OC

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

#### OCTOBER 14, 2017 THROUGH OCTOBER 13, 2018

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5109 OF

Contract to supply and deliver Filters for Air Handling Units and Others to the State of Nebraska as per the attached specifications for the contract period October 14, 2017 through October 13, 2018. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Josh Brandl Phone: 402-597-1988 Fax: 402-597-1873

E-Mail: josh@thefiltershopinc.com

This is the second renewal of the contract as amended. (cp 9/18/17)

	111111111111111111111111111111111111111	Estimated	Unit of	Unit
Line	Description	Quantity	Measure	Price
1	7-3/4X41-3/4X1 PLEATED FILTER Manufacturer: Airguard DP Vendor Part Number: FSHCP1-08421	1,015.0000	EA	3.9100
2	16X33X2 PLEATED FILTER Manufacturer: Airguard DP Vendor Part Number: FSHCP2-16242	1,096.0000	EA	4.0600
3	25X36X2 PLEATED FILTER Manufacturer: Airguard DP Vendor Part Number: FSHCP2-2318312	1,216.0000	EA	8.1100

BUYER

MATERIEL ADMINISTRATOR

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PAGE	ORDER DATE
2 of 4	09/18/17
BUSINESS UNIT	BUYER
9000	CHRISTIE KELLY (AS)

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

ENDOR	NUMBER: 2675604		14350 C	C
Line	Description	Estimated Quantity	Unit of Measure	Unit Price
4	28-1/2X29-1/2X2 PLEATED FILTER Manufacturer: Airguard DP Vendor Part Number: FSHCP2-25252	1,024.0000	EA	8.1100
5	16X16X2 PLEATED FILTER Manufacturer: AIRGUARD DP MAX Vendor Part Number: SCP2-16162	1,040.0000	EA	2.4000
6	17X20X1 PLEATED FILTER Manufacturer: AIRGUARD DP MAX Vendor Parl Number: FS1-17201	1,050.0000	EA	2.9400
7	8X44X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10441	1,040.0000	EA	3.5800
8	8X47X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10441	1,012.0000	EA	3.5800
9	8X48X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10441	1,030.0000	EA	3.5800
10	9-1/2X35-1/2X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10361	1,020.0000	EA	3.5800
11	9-1/2X36-1/2X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10361	1,024.0000	EA	3.5800
12	10X36X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10361	1,012.0000	EA	3.5800
13	11X46X1	1,025.0000	EA	3.5800

ORDER DATE
09/18/17
BUYER
CHRISTIE KELLY (AS)

VENDOR NUMBER:

2675604

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

#### CONTRACT NUMBER 14350 OC

		Estimated	Unit of	Unit
Line	Description HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-14421	Quantity	Measure	Price
14	12X25X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: DC1-12251	1,080.0000	EA	1.5000
15	13X45X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-14421	1,002.0000	EA	3.5800
16	16X20X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Parl Number: DC1-16201	1,020.0000	EA	1.3600
17	6"X120 BAG FILTER 3" CUFF W/ STEEL SNAP RING BAND DOUBLE LAYER DISC W/ 3" WEARSTRIP 22 OZ. FIBERGLASS, 992-1 CHEMFLEX FINISH OR EQUIV Manufacturer: FLSMIDTH Vendor Part Number: 2-1075-XX	1,716.0000 /ALENT	EA	43.8400
18	14X20X1 PLEATED Manufacturer: AIRGUARD Vendor Parl Number: SCP1-14201	1,015.0000	EA	2.2700
19	HIGH CAPACITY PLEATED FILTERS (13-15 PLEATS) NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	2,000.0000	\$	1.0000
20	STANDARD CAPACITY PLEATED FILTERS (10-12 PLEATS) NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	2,000.0000	\$	1.0000
21	DISPOSABLE CARDBOARD FILTERS NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	2,000.0000	\$	1.0000
				0 11

BUYER INITIALS

R43500|NISC0001|NISC0001 20150901

PAGE.	ODDED DATE
PAGE	ORDER DATE
4 of 4	09/18/17
BUSINESS UNIT	BUYER
9000	CHRISTIE KELLY (AS)

VENDOR NUMBER:

2675604

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

Line	Description		stimated luantity	Unit of Measure	Unit Price
22	HIGH EFFICIENCY BAG FILTERS, 90-95% NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE		4,100.0000	\$	1.0000
23	STANDARD EFFICIENCY BAG FILTERS, 80-85% NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE		1,000.0000	\$	1.0000
24	RIGID BOX FILTERS 80-85% EFFICIENCY NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE		1,000.0000	\$	1.0000
25	Z LINE CARBOTRON NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE		1,000.0000	\$	1.0000
26	PLEATED FILTERS NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE		9,930.6000	\$	1.0000
27	WATER FILTERS NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	nerrita)	1,000.0000	\$	1.0000
28	FILTER MEDIA NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE		1,000.0000	\$	1.0000



PAGE	ORDER DATE
1 of 4	10/14/16
BUSINESS UNIT	BUYER
9000	CHRISTIE KELLY (AS)
ENDOR NUMBER: 2675604 ENDOR ADDRESS:	
ENDOR ADDRESS.	

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

#### CONTRACT NUMBER 14350 OC

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

#### OCTOBER 14, 2016 THROUGH OCTOBER 13, 2017

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Contract to supply and deliver Filters for Air Handling Units and Others to the State of Nebraska as per the attached specifications for the contract period October 14, 2016 through October 13, 2017. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Josh Brandl Phone: 402-597-1988 Fax: 402-597-1873

E-Mail: josh@thefiltershopinc.com

This is the first renewal of the contract as amended. (cp 10-14-16)

Line	Description	mari	Estimated Quantity	Unit of Measure	Unit Price
1	7-3/4X41-3/4X1 PLEATED FILTER Manufacturer: Airguard DP Vendor Part Number: FSHCP1-08421		1,015.0000	EA	3.9100
2	16X33X2 PLEATED FILTER Manufacturer: Airguard DP Vendor Part Number: FSHCP2-16242		1,096.0000	EA	4.0600
3	25X36X2 PLEATED FILTER Manufacturer: Airguard DP Vendor Part Number: FSHCP2-2318312		1,216.0000	EA	8.1100
4	28-1/2X29-1/2X2		1,024.0000	EA	8.1100

MATERIEL ADMINISTRATOR

R43500|NISC0001|NISC0001 20150901

PAGE	ORDER DATE
2 of 4	10/14/16
BUSINESS UNIT	BUYER
9000	CHRISTIE KELLY (AS)

VENDOR NUMBER: 2675604

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

Lìne	<b>Description</b> PLEATED FILTER Manufacturer: Airguard DP Vendor Parl Number: FSHCP2-25252	Estimated Quantity	Unit of Measure	Unit Price
5	16X16X2 PLEATED FILTER Manufacturer: AIRGUARD DP MAX Vendor Part Number: SCP2-16162	1,040.0000	EA	2.4000
6	17X20X1 PLEATED FILTER Manufacturer: AIRGUARD DP MAX Vendor Part Number: FS1-17201	1,050.0000	EA	2.9400
7	8X44X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10441	1,040.0000	EA	3.5800
8	8X47X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10441	1,012.0000	EA	3.5800
9	8X48X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Parl Number: FSDC1-10441	1,030.0000	EA	3.5800
10	9-1/2X35-1/2X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10361	1,020.0000	EA	3.5800
11	9-1/2X36-1/2X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10361	1,024.0000	EA	3.5800
12	10X36X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Parl Number: FSDC1-10361	1,012.0000	EA	3.5800
13	11X46X1 HEAVY DUTY FILTER	1,025.0000	EA	3.5800

PAGE	ORDER DATE
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BUSINESS UNIT	BUYER
9000	CHRISTIE KELLY (AS)

VENDOR NUMBER: 2675604

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

Line	<b>Description</b> Manufacturer: PUROLATOR  Vendor Part Number: FSDC1-14421	Estimated Quantity	Unit of Measure	Unit Price
14	12X25X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: DC1-12251	1,080.0000	EA	1.5000
15	13X45X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-14421	1,002.0000	EA	3.5800
16	16X20X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: DC1-16201	1,020.0000	EA	1.3600
17	6"X120 BAG FILTER 3" CUFF W/ STEEL SNAP RING BAND DOUBLE LAYER DISC W/ 3" WEARSTRIP 22 OZ. FIBERGLASS, 992-1 CHEMFLEX FINISH OR EQUIV Manufacturer: FLSMIDTH Vendor Part Number: 2-1075-XX	1,716.0000 /ALENT	EA	43.8400
18	14X20X1 PLEATED Manufacturer: AIRGUARD Vendor Part Number: SCP1-14201	1,015.0000	EA	2.2700
19	HIGH CAPACITY PLEATED FILTERS (13-15 PLEATS) NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	2,000.0000	\$	1.0000
20	STANDARD CAPACITY PLEATED FILTERS (10-12 PLEATS) NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	2,000.0000	\$	1.0000
21	DISPOSABLE CARDBOARD FILTERS NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	2,000.0000	\$	1.0000

PAGE	ORDER DATE
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BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)

VENDOR NUMBER:

2675604

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
22	HIGH EFFICIENCY BAG FILTERS, 90-95% NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	4,100.0000	\$	1.0000
23	STANDARD EFFICIENCY BAG FILTERS, 80-85% NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,000.0000	\$	1.0000
24	RIGID BOX FILTERS 80-85% EFFICIENCY NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,000.0000	\$	1.0000
25	Z LINE CARBOTRON NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,000.0000	\$	1.0000
26	PLEATED FILTERS NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,930.6000	\$	1.0000
27	WATER FILTERS NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,000.0000	\$	1.0000
28	FILTER MEDIA NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,000.0000	\$	1.0000

PAGE	ORDER DATE
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BUSINESS UNIT	BUYER
9000	CHRISTIE KELLY (AS)
VENDOR NUMBER: 2675604	

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

CONTRACT NUMBER 14350 OC

**VENDOR ADDRESS:** 

THE FILTER SHOP INC 8730 F ST OMAHA NE 68127-1505

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

#### OCTOBER 14, 2015 THROUGH OCTOBER 13, 2016

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5109 OF

Contract to supply and deliver Filters for Air Handling Units and Others to the State of Nebraska as per the attached specifications for the contract period October 14, 2015 through October 13, 2016. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Josh Brandl Phone: 402-597-1988 Fax: 402-597-1873

E-Mail: josh@thefiltershopinc.com

(jd 10/15/15)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	7-3/4X41-3/4X1	15.0000	EA	3.9100
	PLEATED FILTER			
	Manufacturer: Airguard DP			
	Vendor Part Number: FSHCP1-08421			
2	16X33X2	96.0000	EA	4.0600
	PLEATED FILTER			
	Manufacturer: Airguard DP			
	Vendor Part Number: FSHCP2-16242			
3	25X36X2	216.0000	EA	8.1100
	PLEATED FILTER			
	Manufacturer: Airguard DP			
	Vendor Part Number: FSHCP2-2318312			

MATERIEL ADMINISTRATOR

SEDENING CONTINUES CON

PAGE ORDER DATE
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BUSINESS UNIT BUYER
9000 CHRISTIE KELLY (AS)

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

CONTRACT NUMBER 14350 OC

VENDOR NUMBER:	2675604		

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
4	28-1/2X29-1/2X2 PLEATED FILTER Manufacturer: Airguard DP Vendor Part Number: FSHCP2-25252	24.0000	EA	8.1100
5	16X16X2 PLEATED FILTER Manufacturer: AIRGUARD DP MAX Vendor Part Number: SCP2-16162	40.0000	EA	2.4000
6 .	17X20X1 PLEATED FILTER Manufacturer: AIRGUARD DP MAX Vendor Part Number: FS1-17201	50.0000	EA	2.9400
7	8X44X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10441	40.0000	EA	3.5800
8	8X47X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10441	12.0000	EA `	3.5800
9	8X48X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10441	30.0000		3.5800
10	9-1/2X35-1/2X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10361	20.0000	EA	3.5800
11	9-1/2X36-1/2X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10361	24.0000	EA	3.5800
12	10X36X1 HEAVY DUTY FILTER Manufacturer: PUROLATOR Vendor Part Number: FSDC1-10361	12.0000	EA	3.5800

BUYER INITIALS

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2675604

**VENDOR NUMBER:** 

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BUSINESS UNIT BUYER
9000 CHRISTIE KELLY (AS)

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

#### CONTRACT NUMBER 14350 OC

		Estimated	Unit of	Unit
Line	Description	Quantity	Measure	Price
13	11X46X1	25.0000	EA	3.5800
	HEAVY DUTY FILTER Manufacturer: PUROLATOR			
	Vendor Part Number: FSDC1-14421			
14	12X25X1	80.0000	EA	1.5000
	HEAVY DUTY FILTER Manufacturer: PUROLATOR			
	Vendor Part Number: DC1-12251			
15	13X45X1	2.0000	EA	3.5800
	HEAVY DUTY FILTER			0.0000
	Manufacturer: PUROLATOR Vendor Part Number: FSDC1-14421			
16	16X20X1	20.0000	EA	1.3600
10	HEAVY DUTY FILTER	20.000	EA	1.3000
	Manufacturer: PUROLATOR Vendor Part Number: DC1-16201	in annual formula		
	A Charles of the Char	governmenterials (II)		
17	6"X120" BAG FILTER	216.0000	EA	43.8400
	3" CUFF W/ STEEL SNAP RING BAND		•	
	DOUBLE LAYER DISC W/ 3" WEARSTRIP 22 OZ. FIBERGLASS, 992-1 CHEMFLEX FINISH OR EQUIV	ALENT		
	Manufacturer: FLSMIDTH Vendor Part Number: 2-1075-XX			
18	14X20X1 PLEATED	15.0000	EA	2.2700
	Manufacturer: AIRGUARD			
	Vendor Part Number: SCP1-14201			
19	HIGH CAPACITY	1,000.0000	\$	1.0000
	PLEATED FILTERS (13-15 PLEATS) NON-CORE ITEMS			
	0% OFF REGULAR RETAIL PRICE			
20	STANDARD CAPACITY	1,000.0000	\$	1.0000
	PLEATED FILTERS (10-12 PLEATS) NON-CORE ITEMS			
	0% OFF REGULAR RETAIL PRICE			
21	DISPOSABLE CARDBOARD	1,000.0000	\$	1.0000
	FILTERS NON-CORE ITEMS			
	NON-CORE ITEMS			

BUYER INITIALS

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2675604

VENDOR NUMBER:

PAGE	ORDER DATE
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BUSINESS UNIT	BUYER
9000	CHRISTIE KELLY (AS)

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

CONTRACT NUMBER 14350 OC

Line	<b>Description</b> 0% OFF REGULAR RETAIL PRICE	Estimated Quantity	Unit of Measure	Unit Price
22	HIGH EFFICIENCY BAG FILTERS, 90-95% NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,000.0000	\$	1.0000
23	STANDARD EFFICIENCY BAG FILTERS, 80-85% NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,000.0000	\$	1.0000
24	RIGID BOX FILTERS 80-85% EFFICIENCY NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,000.0000	\$	1.0000
25	Z LINE CARBOTRON NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,000.0000	\$	1.0000
26	PLEATED FILTERS NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,000.0000	\$	1.0000
27	WATER FILTERS NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,000,0000	\$ 200 miles (100 miles	1.0000
28	FILTER MEDIA NON-CORE ITEMS 0% OFF REGULAR RETAIL PRICE	1,000.0000	\$	1.0000



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# State of Nebraska - INVITATION TO BID CONTRACT

Return to: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Date	8/19/15	Page	1 of 4
Solicitatio	n Number	5109 OF	
Opening D	ate and Time	09/04/15	2:00 pm
Buyer	CHRIST	TE KELLY (AS)	

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
FOR DELIVERY ADDRESSES.

Per Nebraska' s Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFADAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver Filters for Air Handling Units and Others to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <a href="http://www.das.state.ne.us/accounting/forms/achenrol.pdf">http://www.das.state.ne.us/accounting/forms/achenrol.pdf</a>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

If the Contractor is an individual or sole proprietorship, the following applies:

No Bid Respond: ( ) Remove From Class-Item OR (X) Ke	eep Active For Class-Item
BIDDER MUST COMPLETE THE FOLI	LOWING
DISCOUNT PAYMENT TERMS: 100 %	BODAYS
By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitat environment. Vendor will furnish the items requested within days after receipt of order. Failure to	ion and Offer" and is committed to provide a drug free work place o enter Delivery Date may cause quotation to be REJECTED.
Sign PB	Enter Contact Information Below
Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)	•
VENDOR#	Contact JOSH BRANDL
VENDOR: The Filter Shop INC.	Telephone 401-597 - 1988
Address: <u>8730</u> F S+	Facsimile 401 - 597 - 1873
Onaha, NE 68127	Email josh e the filtershoping con

# State of Nebraska - INVITATION TO BID CONTRACT

Return to: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Date	8/19/15	Page	2 of 4	
Solicitatio	n Number	5109 OF		
Opening D	ate and Time	09/04/15	2:00 pm	
Buyer CHRISTIE KELLY (AS)				

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
FOR DELIVERY ADDRESSES.

- 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <a href="http://das.nebraska.gov/lb403/attestation\_form.pdf">http://das.nebraska.gov/lb403/attestation\_form.pdf</a>>
- 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

- 1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
- 2. Contract Award and any attached Addenda;
- 3. The signed Invitation to Bid form and the Contractor's bid response;
- 4. Amendments to ITB and any Questions and Answers; and
- 5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor's bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once Invitations to Bid are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

State Statute §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has checked "yes" requesting priority/preference to be considered in the award of this contract,

# State of Nebraska - INVITATION TO BID CONTRACT

Date	Date 8/18/15		3 of 4
Solicitatio	n Number	5109 OF	
Opening D	ate and Time	09/04/15	2:00 pm
Buyer	CHRIST	TE KELLY (AS)	

Return to: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508 OR P.O. Box 94847

Lincoln, NE 68509-4847 Telephone: 402-471-6500 Fax: 402-471-2089

#### **DESTINATION OF GOODS**

MULTIPLE DELIVERY LOCATIONS PLEASE REFER TO DOCUMENTATION FOR DELIVERY ADDRESSES.

the following will need to be submitted by the vendor within 10 business days of request:

- a. Documentation from the United States Armed Forces confirming service,
- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
- c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within 10 business days of notice will disqualify the bidder from consideration of the preference.

(bl 08/17/15)

A response to this Solicitation is subject to, but not limited to, the included Standard Conditions and Terms. PLEASE READ CAREFULLY!

IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU'S WEB SITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE.

http://www.das.state.ne.us/materiel/purchasing/purchasing.html

Bid Tabulations are available on the internet at http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No facsimile or email solicitation responses will be accepted.

#### INVITATION

Line Description

1 AIR FILTERS AND OTHERS

SEE ATTACHED BID SHEET

# STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <a href="http://www.das.state.ne.us/materiel/purchasing/purchasing.htm">http://www.das.state.ne.us/materiel/purchasing/purchasing.htm</a>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract. VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid. DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash

discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**PAYMENT-** Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <a href="http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm">http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm</a>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (I) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: http://www.nitc.state.ne.us/standards/accessibility/

Revised: 02/2004

#### **REFERENCES**

The State of Nebraska reserves the right to check any reference(s) regardless of source of the reference information, including but not limited to, those that are identified by the company in the bid, those indicated through explicitly specified contracts, those that are identified during the review of the bid, or those that result from communication with other entities involved with similar projects. The State may use a third party to conduct reference checks.

List the name, addresses, and the telephone numbers of three companies/businesses that we may contact who are currently using the same equipment being bid for the same application.

- 1. First National Bank o Nebraska, Multiple Sean Moriarty 404-806-3267
- 2. Standary Heating + AC 11746 Portal Ran Omorage 401-339-6900 -NICK
- 3. Colleges International, -multiple Aaron Johnson 402-610-1371

#### **CUSTOMER SERVICE**

The vendor shall list the name and phone number of the customer service representative who will be assigned to service the State of Nebraska's account:

Phone Number: 404-597-1988

Fax Number: 407 - 597 - 1873

E-mail Address: JOSH & THE FILTERSHOP INC. COM

## Filters for Air Handling Units and Others Specifications and Bidder Instructions 5109 OF

#### **BIDDER INSTRUCTIONS**

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a bidder to qualify for the award. A "YES" response means the bidder guarantees they can meet this condition. A "NO" response means the bidder cannot meet this condition and will not be considered. "NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at its sole discretion whether or not the vendor's alternative is an acceptable alternative.

YES	NO	NO & PROVIDE ALTERNATIVE	1. BID RESPONSE
X			A. Bidder has supplied three (3) references of governmental agencies or companies to whom you have provided these products and with whom they have had contracts or long-term business relationships. References may be used as an award factor.
*	wint with	or.	B. If at any time during the past three (3) years, has the bidder had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully in Notes/Comments section below. If no such early termination has occurred, so declare.  Initial if no early termination has occurred:
NOTES	COMME	INTS:	initial in the early termination has occurred.

YES	NO	NO & PROVIDE ALTERNATIVE	2. PLEATED FILTERS
X			<ul> <li>A. Pleated filters shall be U. L. 900 listed and this must be printed on the filter.</li> </ul>
X			<ul> <li>B. The filter media will be of a non-woven cotton-type or cotton/synthetic blend with radial wedge pleats.</li> </ul>
7			C. The media support grid is to be of a welded wire construction with an effective open area of not less than 96% of the filter size.
X			<ul> <li>D. Wire shall be annealed, pickled, and finished with a copper alloy and treated for corrosion resistance.</li> </ul>
X			E. The completed grid shall be coated with a rust-inhibiting adhesive prior to being bonded with the filter media. Expanded tin is not acceptable due to rust flake-off.
X			F. The enclosing frame must be constructed of a rigid, heavy-duty, high wet strength 28-point beverage board. Kraft board or cardboard is not acceptable to the lack of integrity during use in areas with high humidity.
NOTES	COMME	NTS:	

YES	NO	NO & PROVIDE ALTERNATIVE	3. HIGH CAPACITY PLEATED FILTERS (13 – 15 PLEATS)	
X			A. 1" filters shall have an average efficiency of no less than 25% as tested under ASHRAE 52.1 test methods. There will be an average arrestance of 90% by weight.	
X			B. 2" filters shall have an average efficiency of no less than 26% as tested under ASHRAE 52.1 test methods. There will be an average arrestance of 90% by weight.	
NOTES	NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. STANDARD CAPACITY PLEATED FILTERS (10 – 12 PLEATS)
X			<ul> <li>As above, except there will be no less than 10 pleats per linear foot of filter face area. See B and C for baseline.</li> </ul>
7	-	,	<li>B. Baseline: 24 X 24 X 1 filter shall have no less than 3.5 square feet of media.</li>
1			C. Baseline: 24 X 24 X 2 filter shall have no less than 6.25 square feet of media.

YES	NO	NO & PROVIDE ALTERNATIVE	5. DISPOSABLE CARDBOARD FILTERS
X			A. Filter to be constructed of progressive-density fiberglass or synthetic polyester media enclosed in a one-piece moisture- resistant chipboard frame.
X			B. Media to be coated with a dust holding adhesive. There will be perforated corrosion resistant steel or expanded metal supports grilles on both entry and exit sides of the filter.
+			<ul> <li>Media and grilles will be continuously glued to the inside perimeter of the frame.</li> </ul>
NOTES	COMM	ENTS:	

YES	NO	NO & PROVIDE ALTERNATIVE	6. HIGH EFFICIENCY BAG FILTERS, 90-95%			
×			A. High Efficiency Bag Filters shall be 90-95% efficient and have an arrestance of not less than 99% when tested in accordance with ASHRAE 52.1 test method.			
4			<ul> <li>B. Filter shall be U. L. 900 listed; this should be printed on the filter.</li> </ul>			
X			C. Will have a galvanized steel frame and a nominal thickness of ¼".			
X			D. Polyester or fiberglass media is acceptable.			
7			E. Air velocity is 2000 CFM with an initial resistance of .60 WC and a final resistance of 1.00 WC.			
NOTES	NOTES/COMMENTS:					

YES	NO	NO & PROVIDE ALTERNATIVE	7. STANDARD EFFICIENCY BAG FILTERS, 80-85%
入			A. Standard Efficiency Bag Filters shall be 80-85% efficient and have an arrestance of not less than 99% when tested in accordance with ASHRAE 52.1 test method.
X			<ul> <li>B. Filter shall be U. L. 900 listed; this should be printed on the filter.</li> </ul>
X			C. Will have a galvanized steel frame and a nominal thickness of 1/4".
X			D. Polyester or fiberglass media is acceptable.

7	E. Air velocity is 2000 CFM with an initial resistance of .40 WC and a final resistance of 1.00 WC.
NOTES/COMMENT	S:
•	•

YES	NO	NO & PROVIDE ALTERNATIVE	8. RIGID BOX FILTERS, 80-85%
×			A. Standard Efficiency Rigid Box Filter shall be 80-85% efficient.
<			<ul> <li>B. Filter shall be U.L. 900 listed and this should be printed on the filter.</li> </ul>
7			C. Filter will have a galvanized steel frame.
2			D. Filter shall have a minimum of 50 sq. ft. of synthetic fiber media and a minimum air flow rating of 2000 cfm.
NOTES	COMME	ENTS:	

YES	NO	NO & PROVIDE ALTERNATIVE	9. NON-CORE ITEMS			
Y			A. Vendor can block availability of certain Non-Core items if requested by the State Purchasing Bureau (i.e., furniture, office supplies)			
NOTES	NOTES/COMMENTS:					

YES	NO	NO & PROVIDE ALTERNATIVE	10. SECRETARY OF STATE REGISTRATION REQUIREMENTS *Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.  A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)  If the Bidder is an Individual or Sole Proprietorship, the				
			following applies:				
			The Bidder must complete the United States     Citizenship Attestation Form, available on the     Department of Administrative Services website at <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>				
	1		The completed United States Attestation Form should be submitted with the Invitation to Bid response.				
	*		2. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.				
·			3. The Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.				
	+		<ul> <li>B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).</li> </ul>				
*	7		C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.				

*	D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.
NOTES/COMMENTS:	

YES NO	NO & PROVIDE ALTERNATIVE	11. BID COMPLIANCE
X		A. Specifications have been read and fully understood. Any exceptions have been written on the bid or attached. Bid is signed and unit price is in compliance with the given unit of measure.

## Attachment "B"

#### State of Nebraska Invitation to Bid 5109 OF Air Handling Filters and Others Bid Sheet

Company Bidding: THE FILTER SHOP

		Iding: _THE FILTER SHOP	and the second s		en (Santa de Principales al Aldrein de en la Riverball de Race	numanaturing metahalim berkesiya
High	Capa	city Pleated Filters (13-15 Pleats)				
Qty	-UoM-		Manufacturer	Vendor Part number	Price E	the federal principal to het the section of the sec
15	EA	7-1/2X29-1/2X1/2, PLEATED FILTER	AirGuard DP	FSHCP1-08331	\$	3.61
15	EA	7-3/4X41-3/4X1, PLEATED FILTER	AirGuard DP	FSHCP1-08421	\$	3.91
15	EA	9-3/4X23-3/4X1/2, PLEATED FILTER	AirGuard DP	FSHCP1-08241	\$	4.06
30	EA	10X16X1, PLEATED FILTER	AirGuard DP	FSHCP1-103413341	\$	3.61
144	EΑ	10X20X1, PLEATED FILTER	AirGuard DP	FSHCP1-12201	\$	3.10
35	EA	12X20X2, PLEATED FILTER	AirGuard DP	FSHCP2-13162	\$	3.56
180	EA	12X24X2, PLEATED FILTER	AirGuard DP	HCP2-12242	\$	3.18
15	EA	12X24X4, PLEATED FILTER	AirGuard DP	HCP4-12244	\$	4.22
25	EΑ	14X14X1, PLEATED FILTER	AirGuard DP	FSHCP1-143417341	\$	3.61
92	EA	14X25X1, PLEATED FILTER	AirGuard DP	FSHCP1-20241	\$	3.84
145	EA	16X18X2, PLEATED FILTER	AirGuard DP	FSHCP2-13162	\$	3.56
224	EA	16X20X1, PLEATED FILTER	AirGuard DP	HCP1-16201	\$	2.58
700	EA	16X20X2, PLEATED FILTER	AirGuard DP	HCP2-16202	\$	3.05
150	EA	16X20X4, PLEATED FILTER	AirGuard DP	HCP4-16204	\$	4.82
50	EA	16X22X1, PLEATED FILTER	AirGuard DP	FSHCP1-08421	\$	3.91
20	EA	16X22-1/2X1, PLEATED FILTER	AirGuard DP	FSHCP1-08421	\$	3.91
20	EA	16X23X1, PLEATED FILTER	AirGuard DP	FSHCP1-08421	\$	3.91
75	EA	16X24X2, PLEATED FILTER	AirGuard DP	FSHCP2-16242	\$	4.06
548	EA	16X25X1, PLEATED FILTER	AirGuard DP	HCP1-16251	\$	2.88
1464	EA	16X25X2, PLEATED FILTER	AirGuard DP	HCP2-16252	\$	3.54
70	EA	16X25X4, PLEATED FILTER	AirGuard DP	HCP4-16254	\$	5.36
96	EΑ	16X33X2, PLEATED FILTER	AirGuard DP	FSHCP2-16242	\$	4.06
72	EA	18X18X2, PLEATED FILTER	AirGuard DP	FSHCP2-24252	\$	3.84
25	EΑ	18X24X1, PLEATED FILTER	AirGuard DP	FSHCP1-20241	\$	3.84
50	EA	18X24X2, PLEATED FILTER	AirGuard DP	FSHCP2-24252	\$	7.39

Company Bidding: THE FILTER SHOP Section 1 ~ Continued

High	Capa	city Pleated Filters (13-15 Pleats) ~ (	Continued			
Qty	UoM	Description	Manufacturer	Vendor Part number	Price Ea	<b>ch</b>
40	EA	18X25X2, PLEATED FILTER	AirGuard DP	FSHCP2-25252	\$	8.11
240	EA	20X20X1, PLEATED FILTER	AirGuard DP	HCP1-20201	\$	2.88

## Attachment "B"

1104	EA	20X20X2, PLEATED FILTER	AirGuard DP	HCP2-20202	\$	3.54
15	EA	20X20X4, PLEATED FILTER	AirGuard DP	HCP4-20204	\$	5.36
70	EA	20X22X2, PLEATED FILTER	AirGuard DP	FSHCP2-24252	\$	7.39
40	EA	20X24X1, PLEATED FILTER	AirGuard DP	FSHCP1-20241	\$	3.84
316	EA	20X24X2, PLEATED FILTER	AirGuard DP	HCP2-20242	\$	4.30
75	EA	20X24X4, PLEATED FILTER	AirGuard DP	HCP4-20244	\$	6.16
254	EA	20X25X1, PLEATED FILTER	AirGuard DP	HCP1-20251	\$	3.32
1652	EA	20X25X2, PLEATED FILTER	AirGuard DP	HCP2-20252	\$	4.03
24	EΑ	20X25X4, PLEATED FILTER	AirGuard DP	HCP4-20254	. \$	6.05
144	EA	20X33X2, PLEATED FILTER	AirGuard DP	FSHCP2-2318312	\$	8.11
30	EΑ	22X22X1, PLEATED FILTER	AirGuard DP	FSHCP1-20241	\$	3.84
24	EA	24X20X2, PLEATED FILTER	AirGuard DP	HCP2-20242	\$	4.30
72	EA	24X24X1, PLEATED FILTER	AirGuard DP	HCP1-24241	\$	3.54
825	EΑ	24X24X2, PLEATED FILTER	AirGuard DP	HCP2-24242	\$	4.55
175	EA	24X24X4, PLEATED FILTER	AirGuard DP	HCP4-24244	\$	6.48
12	EΑ	25X24X2, PLEATED FILTER	AirGuard DP	FSHCP2-24252	\$	7.39
12	EA	25X25X1, PLEATED FILTER	AirGuard DP	HCP1-25251	\$	4.04
100	EA	25X25X2 PLEATED FILTER	AirGuard DP	HCP2-25252	\$	4.32
216	EA	25X36X2, PLEATED FILTER	AirGuard DP	FSHCP2-2318312	\$	8.11
24	EA	28-1/2X29-1/2X2, PLEATED FILTER	AirGuard DP	FSHCP2-25252	\$	8.11

## Attachment "B"

Compa						Section 2
Stand		Capacity Pleated Filters (10-12 Pleat	s)			ografie de la company
Qty	<b>UoM</b>	CONTROL OF THE PROPERTY OF THE	Manufacturer	Vendor Part number	to a manufactures and the second state of the con-	ice Each
25		8X20X1, PLEATED FILTER	AIRGUARD DP MAX	FS1-0812201	\$	3.46
35	EA	8-1/4X27-3/4X1, PLEATED FILTER	AIRGUARD DP MAX	FS1-0812331	\$	3.46
40	EA	8-1/4X31-3/4X1, PLEATED FILTER	AIRGUARD DP MAX	FS1-0812331	\$	3.46
20	EA	8-1/4X43-3/4X1, PLEATED FILTER	AIRGUARD DP MAX	FS1-0843341	\$	3.46
20	EA	8-1/2X20X1, PLEATED FILTER	AIRGUARD DP MAX	FS1-0812201	\$	3.46
40	EA	8-1/2X27-3/4X1, PLEATED FILTER	AIRGUARD DP MAX	FS1-08271	\$	5.34
20	EA	9X21X1, PLEATED FILTER	AIRGUARD DP MAX	FS1-09211	\$	3.84
25	EA	11-3/8X11-3/8X1, PLEATED FILTER	AIRGUARD DP MAX	SCP1-12121	\$	2.42
60	EA	12X24X2, PLEATED FILTER	AIRGUARD DP MAX	SCP2-12242	\$	2.68
40	EA	16X16X2,PLEATED FILTER	AIRGUARD DP MAX	SCP2-16162	\$	2.40
265	EA	16X20X2, PLEATED FILTER	AIRGUARD DP MAX	SCP2-16202	\$	2.32
17	EA	16X24X2, PLEATED FILTER	AIRGUARD DP MAX	SCP2-16242	\$	3.32
50	EA	16X25X1, PLEATED FILTER	AIRGUARD DP MAX	SCP1-16251	\$	2.42
170	EA	16X25X2, PLEATED FILTER	AIRGUARD DP MAX	SCP2-16252	\$	2.70
50	EA	17X20X1, PLEATED FILTER	AIRGUARD DP MAX	FS1-17201	\$	2.94
65	EA	18X24X2, PLEATED FILTER	AIRGUARD DP MAX	SCP2-18242	\$	3.59
35	EA	18X24X4, PLEATED FILTER	AIRGUARD DP MAX	SCP4-18244	\$	5.60
65	EA	20X20X1, PLEATED FILTER	AIRGUARD DP MAX	SCP1-20201	\$	2.42
30	EA	20X25X1, PLEATED FILTER	AIRGUARD DP MAX	SCP1-20251	\$	2.81
245	EA	20X20X2, PLEATED FILTER	AIRGUARD DP MAX	SCP2-20202	\$	2.70
280	EA	20X24X2, PLEATED FILTER	AIRGUARD DP MAX	SCP2-20242	\$	3.66
135	EA	20X25X2, PLEATED FILTER	AIRGUARD DP MAX	SCP2-20252	\$	3.26
25	EA	20X25X4, PLEATED FILTER	AIRGUARD DP MAX	SCP4-20254	\$	5.45
20	EA	21X21-1/4X1, PLEATED FILTER	AIRGUARD DP MAX	FS1-21211	\$	3.98
280	EA	24X24X2, PLEATED FILTER	AIRGUARD DP MAX	SCP2-24242	\$	3.66

Company Bidding:THE FILTER SHOP						ction 3
Dispo	osabl	e Cardboard Filters			e Programma (Alban	
Qty	UoM		Manufacturer	Vendor Part number	Price	e Each
80	EA	7X22X1, HEAVY DUTY FILTER	PUROLATOR	FSDC1-071219121	\$	2.11
56	EA	7-1/2X20X1, HEAVY DUTY FILTER	PUROLATOR	FSDC1-071219121	\$	2.11
42	EA	7-1/2X25-1/2X1, HEAVY DUTY FILTER	PUROLATOR	FSDC1-075825121	\$	2.50
36	EA	7-1/2X28-1/2X1, HEAVY DUTY FILTER	PUROLATOR	FSDC1-075825121	\$	2.50
62	EA	7-1/2X36X1, HEAVY DUTY FILTER	PUROLATOR	FSDC1-10361	\$	3.22
75	EA	8X20X1, HEAVY DUTY FILTER	PUROLATOR	FSDC1-08201	\$	2.11
60	EA	8X28X1, HEAVY DUTY FILTER	PUROLATOR	FSDC1-08281	\$	2.97
35	EA	8X32X1, HEAVY DUTY FILTER	PUROLATOR	FSDC1-10361	\$	2.97
40	EA	8X44X1, HEAVY DUTY FILTER	PUROLATOR	FSDC1-10441	\$	3.58
12	EA	8X47X1, HEAVY DUTY FILTER	PUROLATOR	FSDC1-10441	\$	3.58
30	EA	8X48X1, HEAVY DUTY FILTER	PUROLATOR	FSDC1-10441	\$	3.58
20	EA	9-1/2X35-1/2X1, HEAVY DUTY FILTER	PUROLATOR	FSDC1-10361	\$	3.58
24	EA	9-1/2X36-1/2X1, HEAVY DUTY FILTER	PUROLATOR	FSDC1-10361	\$	3.58
12	EA	10X36X1, HEAVY DUTY FILTER	PUROLATOR	FSDC1-10361	\$	3.58
25	EA	11X46X1, HEAVY DUTY FILTER	PUROLATOR	FSDC1-14421	\$	3.58
80	EA	12X25X1, HEAVY DUTY FILTER	PUROLATOR	DC1-12251	\$	1.50
2	EA	13X45X1, HEAVY DUTY FILTER	PUROLATOR	FSDC1-14421	\$	3.58
20	EA	16X20X1, HEAVY DUTY FILTER	PUROLATOR	DC1-16201	\$	1.36

Compa	any Bio	lding:THE FILTER SHOP			Sec	ction 4
High	Effici	ency Bag Filters, 90-95%				
Qty	UoM	Description	Manufacturer	Vendor Part number	Prio	e Each
216	EA	6"x120" BAG FILTER,	FLSmidth	2-1075-XX	\$	43.84
20	EA	12X24X12, BAG FILTER	AIRGUARD CLEAN PAK	BG9-241212-3	\$	16.76
100	EA	24X24X12, BAG FILTER	AIRGUARD CLEAN PAK	BG9-242412-6	\$	27.12
48	EA	24X24X22, BAG FILTER	AIRGUARD CLEAN PAK	BG9-242422	\$	32.24

Compa	any Bid	ding:THE FILTER	SHOP			Section 5
Rigid	Box	Filters 80-85% Ef	ficiency			
Qty	UoM	Desc	eription	Manufacturer	Vendor Part number	Price Each
80	EA	24X24X12 RIGID BO	X FILTER	AIRGUARD V-PAK	VPK S 24241285	\$ 52.00

Compa	any Bio	lding:THE FILTER SHOP			Secti	ion 6
<b>Z</b> Lin	e Car	botron				
Qty	UoM	Description	Manufacturer	Vendor Part number	Price	Each
20	EA	24X24X2 Z LINE CARBOTRON	AIRGUARD FRESH AIR	CP2-24242	\$	18.70
20	EA	24X24X4 Z LINE CARBOTRON	AIRGUARD FRESH AIR	CP4-24244	\$	30.14

Comp	any Bio	Iding:THE FILTER SHOP			Section 7	
Pleat	ed Fi	lters .				
Qty	UoM	Description	Manufacturer	Vendor Part number	Price Eac	eh
15	EA	14X20X1 PLEATED	AIRGUARD	SCP1-14201	\$	2.27
12	EA	7X27 1/2X1 PLEATED	AIRGUARD	FS1-0730141	\$	3.19
12	EA	7X31X1 PLEATED	AIRGUARD	FS1-0730141	\$	3.19

Company Bidding: THE FILTER SHOP  Non-Core Items	Section 8
VENDOR CAN BLOCK AVAILABILITY OF CERTAIN NON-CORE ITEMS IF REQUE THE STATE PURCHASING BUREAU (I.E., FURNITURE, OFFICE SUPPLIES):	STED BY YES NO X
Company Bidding: THE FILTER SHOP  Non-Gore Items	Section 9 % OF DISCOUNT OFF REMAINDER OF CATALOG
HIGH CAPACITY PLEATED FILTERS (13-15 PLEATS):	0%
STANDARD CAPACITY PLEATED FILTERS (10-12 PLEATS):	0%
DISPOSABLE CARDBOARD FILTERS:	0%
HIGH EFFICIENCY BAG FILTERS, 90-95%:	0%
STANDARD EFFICIENCY BAG FILTERS, 80-85%:	0%
RIGID BOX FILTERS 80-85% EFFICIENCY:	0%
Z LINE CARBOTRON:	0%
PLEATED FILTERS:	0%
WATER FILTERS:	0%
EILTED MEDIA	0%



State Purchasing Bureau 1526 K St. Ste 130 Lincoln, NE 68508

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Date	8/1J/15	F	Page	1 of 4	
Solicitatio	n Number	510	9 OF		
Opening D	ate and Time	09/04/	15	2:00 pm	
Buyer CHRISTIE KELLY (AS)					

**DESTINATION OF GOODS** 

Email

MULTIPLE DELIVERY LOCATIONS PLEASE REFER TO DOCUMENTATION FOR DELIVERY ADDRESSES.

CHRISTIE KELLY (AS)	FOR DELIVERY ADDRESSES.
Per Nebraska' s Transparency in Government Procurement Act, number of contracts awarded to Nebraska contractors. This info considered for contract award purposes.	
NEBRASKA CONTRACTOR AFFADAVIT: Bidder hereby Contractor" shall mean any bidder who has maintained a bona f state for at least the six (6) months immediately preceding the position of the	fide place of business and at least one employee within this
I hereby certify that I am a Resident disabled veteran or b with Neb. Rev. Stat. §73-107 and wish to have preference, if app	ousiness located in a designated enterprise zone in accordance olicable, considered in the award of this contract.
Contract to supply and deliver Filters for Air Handling Units and of specifications for a one (1) year period from date of award. The of periods when mutually agreeable to the vendor and the State of this contract beyond the termination date when mutually agreeable to the vendor and the state of this contract beyond the termination date when mutually agreeable to the vendor and the state of this contract beyond the termination date when mutually agreeable to the vendor and the state of the vendor and the state of the vendor and the vendor a	contract may be renewed for four (4) additional one (1) year Nebraska. The State reserves the right to extend the period of
The State may request that payment be made electronically instead found at: <a href="http://www.das.state.ne.us/accounting/forms/achenrol/">http://www.das.state.ne.us/accounting/forms/achenrol/</a>	
The Contractor is required and hereby agrees to use a federal in status of employees physically performing services within the Stamean the electronic verification of the work authorization prograr Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify P United States Department of Homeland Security or other federal newly hired employee.	ate of Nebraska. A federal immigration verification system mauthorized by the Illegal Immigration Reform and Program, or an equivalent federal program designed by the
The contractor, by signature to the Invitation to Bid, certifies that for debarment, declared ineligible, or voluntarily excluded by any transactions (debarred). The contractor also agrees to include the enters. The contractor shall immediately notify the Department in debarred. The Department may immediately terminate this contractor becomes debarred during the term of this contract.	y federal department or agency from participating in the above requirements in any and all subcontracts into which it if, during the term of this contract, contractor becomes
If the Contractor is an individual or sole proprietorship, the follow	ving applies:
No Bid Respond: ( ) Remove From Class- BIDDER MUST COMPL	ETE THE FOLLOWING
DISCOUNT PAYMENT TERMS By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Te environment. Vendor will furnish the items requested within days after receip	erms of Bid Solicitation and Offer" and is committed to provide a drug free work place
Sign	Enter Contact Information Below
Here (Authorized Signature MANDATORY - MUST BE SIGNED IN	I INK)
VENDOR#	Contact
VENDOR:	Telephone
Address:	Facsimile

# State of Nebraska - INVITATION TO BID CONTRACT

Return to: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Date	8/19/15	Pag	<b>e</b> 2 of 4	
Solicitation Number 5		5109 O	F	
Opening D	Date and Time	09/04/15	2:00 pm	
Buyer CHRISTIE KELLY (AS)				

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION

FOR DELIVERY ADDRESSES.

- 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <a href="http://das.nebraska.gov/lb403/attestation">http://das.nebraska.gov/lb403/attestation</a> form.pdf>
- 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

- 1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
- 2. Contract Award and any attached Addenda;
- 3. The signed Invitation to Bid form and the Contractor's bid response;
- 4. Amendments to ITB and any Questions and Answers; and
- 5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor's bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once Invitations to Bid are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

State Statute §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has checked "yes" requesting priority/preference to be considered in the award of this contract,

# State of Nebraska - INVITATION TO BID CONTRACT

Date	8/18/15	Pa	ge	3 of 4	
Solicitation Number		5109	OF		
Opening Date and Time		09/04/15	j	2:00 pm	
Buyer CHRISTIE KELLY (AS)					

Return to:

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508 OR P.O. Box 94847 Lincoln, NE 68509-4847

Lincoln, NE 68509-4847 Telephone: 402-471-6500 Fax: 402-471-2089

#### **DESTINATION OF GOODS**

MULTIPLE DELIVERY LOCATIONS PLEASE REFER TO DOCUMENTATION FOR DELIVERY ADDRESSES.

the following will need to be submitted by the vendor within 10 business days of request:

- a. Documentation from the United States Armed Forces confirming service,
- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
- c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within 10 business days of notice will disqualify the bidder from consideration of the preference.

(bl 08/17/15)

A response to this Solicitation is subject to, but not limited to, the included Standard Conditions and Terms. PLEASE READ CAREFULLY!

IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU'S WEB SITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE.

http://www.das.state.ne.us/materiel/purchasing/purchasing.html

Bid Tabulations are available on the internet at http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No facsimile or email solicitation responses will be accepted.

#### INVITATION

Line Description

1 AIR FILTERS AND OTHERS

SEE ATTACHED BID SHEET

#### STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: http://www.das.state.ne.us/materiel/purchasing/purchasing.htm

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom. PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern. EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract. VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices guoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is egual in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (I) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

http://www.nitc.state.ne.us/standards/accessibility/

Revised: 02/2004

#### STATE OF NEBRASKA STATE PURCHASING BUREAU

#### **SCHEDULE OF EVENTS**

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1	Release Invitation to Bid	August 19, 2015
2	Last Day to Submit Written Questions	August 24, 2015
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	August 28, 2015
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K St. Suite 130 Lincoln, NE 68508	September 4, 2015 2:00 p.m. Central Time

#### WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Invitation to Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked "ITB Number 5109 OF; Filters for Air Handling Units and Others". It is preferred that questions be sent via e-mail to <a href="mailto:as.materielpurchasing@nebraska.gov">mailto:as.materielpurchasing@nebraska.gov</a>. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Christie Kelly, showing the total number of pages transmitted, and clearly marked "ITB Number 5109 OF; Filters for Air Handling Units and Others".

Written answers will be provided through an addendum to be posted on the internet at <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a> on or before the date shown in the Schedule of Events.

#### STATE OF NEBRASKA: Commodity Contract

# Filters for Air Handling Units and Others Terms and Conditions 5109 OF

#### SCOPE

It is the intent of this bid invitation to establish a contract to supply Filters for Air Handling Units and Others for agencies located throughout Nebraska per the attached specifications from date of award for a period of one (1) year with the option to renew for an additional four (4) one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State of Nebraska.

All items bid shall be of the latest manufacture in production as of the date of the Invitation to Bid and be of proven performance and under standard design, complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the Filters for Air Handling Units and Others whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL items proposed. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. If manufacturer's specifications sheets, descriptive literature, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the bidder will be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

#### NON-COMPLIANCE STATEMENT

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Noncompliance to any single specification can void your bid.

It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.

No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any request for bid interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing <a href="mailto:as.materielpurchasing@nebraska.gov">as.materielpurchasing@nebraska.gov</a> by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).

#### **WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any bid specification or other documents must be submitted in writing to the State Purchasing Bureau. Questions may be transmitted by facsimile to the State Purchasing Bureau at (402) 471-2089, or by e-mail to <a href="mailto:as.materielpurchasing@nebraska.gov">as.materielpurchasing@nebraska.gov</a> Questions must clearly indicate that the transmission is to the attention of Christie Kelly, showing the total number of pages transmitted and clearly marked 5109 OF Questions." The State assumes no liability for assuring accurate or complete facsimile transmission or receipt. All correspondence must include the "solicitation number 5109 OF". Written answers will be provided through an addendum.

The responses will include the stated question and the responsive information as known by the State of Nebraska. In all cases, no verbal communication shall override information present in this Invitation or written addendum distributed.

The bidder is solely responsible for providing the correct addresses for any response to inquiries. The State of Nebraska is not responsible for lost or undeliverable responses.

#### **USING FACILITIES**

A list of State Agencies utilizing this contract on an ongoing basis showing delivery locations is attached (Attachment A). This contract is not limited to the agencies shown on this list but is available for all State Agencies / Facilities throughout the State of Nebraska.

#### **RIGHTS**

The State reserves the right to waive technicalities; reject any or all bids, wholly or in part; and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the bidder's competitive position. This contract may be awarded item-by-item, group of items, or total, to best serve the interest of the State of Nebraska. The State of Nebraska will be the sole judge of equivalence and any decision will be final. All awards will be made in a manner deemed in the best interest of the State.

#### **SECRETARY OF STATE**

Contract or purchase order awards may be limited to bidders authorized to transact business in the State of Nebraska. All awarded bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the expected recipient of an award recommendation will be required to certify that it has so complied and produce a true and exact copy of its current (dated within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract or purchase order. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. In order to expedite the award process, bidders are encouraged to submit their valid Certificate of Good Standing or Letter of Good Standing with their bid.

#### **AWARD**

All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provision of State Statute Section §81-161, R.R.S 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

#### **AMENDMENT**

This Contract may be amended at any time in writing upon the agreement of both parties.

#### **REVISIONS**

In the event any product is discontinued or replaced with a newer version during the contract period, the State of Nebraska reserves the right to amend this contract to include the new product.

#### ASSIGNMENT OF CONTRACT

The vendor will not assign, transfer or sub-contract any portion of this contract without the prior written consent of the State of Nebraska.

#### **BREACH OF CONTRACT**

If the Contractor breaches this Contract, the State of Nebraska may, at its discretion, terminate the Contract immediately upon written notice to the Contractor. The State of Nebraska shall pay the Contractor only for such performance as has been properly completed and is of use to the State of Nebraska. The State of Nebraska may, at its discretion, contract for provision of the goods or services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

#### **TERMINATION**

The contract may be terminated at any time upon the mutual consent of the parties, or by the State of Nebraska, with or without cause and/or consent upon thirty (30) days written notice.

#### **TAXES**

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

# CORE and CATALOG PRICING - CORE LIST and CATALOG/NON-CORE

The State of Nebraska intends to enter into a Contract(s) for Filters for Air Handling Units and Others for state agencies and/or facilities. The contract(s) will be for a list of common use items identified as a Core List and additional items identified as a Catalog/Non-Core List. Catalog/Non-Core List items shall be represented by a catalog or current manufacturer price list(s) containing High Capacity Pleated Filters (13-15 Pleats), Standard Capacity Pleated Filters (10-12 Pleats), Disposable Cardboard Filters, High Efficiency Bag Filters, 90-95%, Standard Efficiency Bag Filters, 80-85%, Rigid Box Filters 80-85% Efficiency, Z Line Carbotron, Pleated Filters, Water Filters, and Filter Media not called out in the Core List, as shown in Attachment B 5109 OF, Core List and Catalog/Non-Core.

The Core List shall contain the most repetitively purchased Filters for Air Handling Unit and Other items and will represent those products which the State wishes to establish as standard items based upon their value to the State in terms of quality and price. The Core List shall be subject to a greater discount than the Catalog/Non-Core item list. The State will not accept substitutions on the products listed on the Core List.

The Core List identifies the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products. The State reserves the right to add or remove items from the Core Item list based on usage.

Catalog/Non-Core List items are defined as those additional items available from the vendor not listed as part of the Core List. Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item(s)/category to the manufacturer's current catalog or manufacturer price list(s). The discount percentage for the Catalog/Non-Core items shall remain firm for the duration of the contract period.

#### All items not included on the Core List shall be considered Catalog/Non-Core Items.

At the request of the State Purchasing Bureau, the vendor shall block availability on certain non-core items as identified by State Purchasing Bureau.

#### 1. PRICE

Core List prices quoted shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Core List pricing is to remain firm for the initial six (6) months of the contract. Any request for increase must be submitted in writing to the State Purchasing Bureau a minimum of thirty (30) days prior to proposed effective date of increase and be accompanied by any/all supporting documentation such as a notification letter from the manufacturer indicating the percentage of increase. The supporting information must clearly establish the increase is for all customers, not to the State of Nebraska alone. Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract.

Catalog/Non-Core item purchases shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Discount bid off of manufacturer's suggested list price shall remain fixed for the duration of the contract. During the life of the contract, there may be new manufacturer's list price schedules published. In the event this occurs, it will be necessary for the contractor to supply the State Purchasing Bureau and any requesting agencies with one (1) copy of each as applicable. New catalog

and/or price list(s) will be incorporated into the contract thirty (30) days after receipt by the State Purchasing Bureau.

Discounts for Catalog/Non-Core items shall be applied to products as presented in Attachment B 5109 OF, Core and Non-Core List. Bidder shall include each manufacturer's list price schedule to coincide with manufacturers listed in Attachment B discount schedule.

Prices quoted for products on the Core List and Catalog/Non-Core items shall be inclusive of all costs, to include but not limited to storage, processing and/or delivery throughout the State of Nebraska. Vendor cannot impose any additional service fees. Vendor shall inform the State Purchasing Bureau in the event of any unanticipated or overlooked contingency affecting pricing or contract performance.

NO price increases are to be billed to the State facilities without prior written approval by the State Purchasing Bureau.

The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined in the best interest of the State.

It is understood and agreed that in the event of a reduction in the manufacturer's published standard price list for all or any portion of the proposed items, the State of Nebraska will be given full benefit of such decline in price immediately, including any promotional allowances offered to the balance of the trade during the contract period.

#### 2. CORE LIST PRICING

Any quantities stated are estimated annual quantities and shall not be construed to be either a minimum or a maximum. The State will not accept substitutions. A manufacturer's model/number has been provided for each item. All bid units should match exactly. NOTE: If vendor fails to provide a price on any items, those items for that vendor will be adjusted to the highest quoted price for those items. In those cases where items may have more than one brand name, the vendor may bid on either brand. Please indicate which brand was bid. Bidder must complete Attachment B 5109 OF, Core and Non-Core List. Please pay special attention to the unit of measure.

#### 3. CATALOG/NON-CORE PRICING

Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item to the manufacturer's current catalog or price list. The percentage discount for the items shall remain firm for the duration of the contract period. Bidder must clearly state the date of the catalog or price list used and provide a copy of the catalog to the State Purchasing Bureau upon request.

The pricing structure, consisting of all pricing formulas and pertinent information, for all non-core items must be clearly defined and documented for future auditing purposes.

The percentage discount rate for Catalog/Non-Core items or categories will not decrease during the life of the contract.

A firm percentage rate must be quoted--a range of percentages will not be considered.

Catalog/Non- Core Categories have been identified as follows:

- a. High Capacity Pleated Filters (13-15 Pleats) (excluding core items)
- b Standard Capacity Pleated Filters (10-12 Pleats) (excluding core items)
- c. Disposable Cardboard Filters (excluding core items)
- d. High Efficiency Bag Filters, 90-95% (excluding core items)
- e. Standard Efficiency Bag Filters, 80-85% (excluding core items)
- f. Rigid Box Filters 80-85% Efficiency (excluding core items)
- g. Z Line Carbotron (excluding core items)
- h. Pleated Filters (excluding core items)
- i. Water Filters (excluding core items)
- j. Filter Media (excluding core items)

Furniture is not to be made available for purchase by state agencies without approval from the State Purchasing Bureau and must be blocked in vendor's order system.

#### 4. PRICE LISTS AND CATALOGS

After award of the contract(s), the vendor(s) shall supply additional copies of the current catalog or price list used for this Invitation to Bid for distribution to any requesting state agency at no charge, within ten (10) days of request. Additional catalogs and/or price lists may be required and shall be provided without charge. Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request without charge.

#### 5. USAGE REPORTS

Usage reports may be requested by the State Purchasing Bureau. The reporting period may be determined (monthly, quarterly, etc.) based on need and may include the following:

- 1. Fill rate information for core and non-core items, statewide and by agency to include the number of orders received, orders processed, back orders, and partially filled orders.
- 2. Usage reports by agency and statewide indicating the numbers of each core item and non-core item sold.
- 3. Any additional report the State Purchasing Bureau may deem necessary.

#### 6. SUBSTITUTION

Vendor will not substitute any Core List item that has been awarded without prior approval of State Purchasing Bureau.

#### FORCE MAJEURE

The Contractor shall not be liable for any excess cost to the State if a failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to, acts of God, fire, strikes, epidemics and quarantine restriction. The contractor shall take all possible steps to recover from such occurrences and inform the State of status.

#### **QUALITY**

Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.

#### **WARRANTY**

Contractor must warrant the average life expectancy supplies hereunder to be not less than that stated in the manufacturer's price list and agree to replace, without cost, all supplies failing to meet this requirement, except where the reduced life is due to conditions beyond the control of the contractor. Defective parts or those damaged in shipment must be replaced by the contractor at no charge to the State of Nebraska. The manufacturer's standard warranty shall apply and be in effect for at least one year from the date the equipment was placed in service.

#### **SUBSTITUTIONS**

Vendor will not substitute any item that has been awarded without prior written approval of State Purchasing Bureau.

#### **ANNUAL USAGE**

Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.

#### **DELIVERY** ~ All Deliveries Statewide

Delivery personnel will be required to deliver and off load all products to a specified area on the inside of the designated facility or dock. It will be the Vendor's responsibility to provide any equipment needed to complete the delivery process. Vendor's delivery personnel must wait for the order to be received, invoice(s) / packing slip(s) verified and signed with discrepancies (shortages, longs, damage, etc...) documented on the delivery invoice. Deliveries must be clearly marked with the purchase order number.

At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

#### **ORDERS**

Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.

#### **PACKAGING**

Cartons are to be clearly marked with size, weight, color, quantity, and the purchase order number. Cartons must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage. All shipments will utilize the best commercial practice to insure safe arrival at the designated State of Nebraska facility.

#### **RETURN OF ITEMS**

In the event items need to be returned to the vendor due to damage, mis-pick, agency ordering error, etc., a credit memo will be given to the State of Nebraska. The credit memo will be applied to the referenced original billing invoice stated on the credit memo. The State of Nebraska shall not be assessed restocking charges, freight or any other form of return charges.

#### **PAYMENT**

Payment will be made in conjunction with the State of Nebraska Prompt Payment Act §81-2401 through 2408. Payment shall be within 45 days of receipt of service or invoice, whichever is received later. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

#### **POLITICAL SUB-DIVISIONS**

Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the State of Nebraska be contractually obligated or liable for any purchases by political sub-divisions, cities or counties.

#### SAMPLE(S)

The State reserves the right to request samples of any filter listed in the bidder's response to this Invitation to Bid, at no charge to the state. If samples are requested, they MUST be provided within seven (7) working days of request. Samples will not be returned.

Ship samples to: State Purchasing Bureau

ATTN: Christie Kelly 1526 K Street, Ste. 130 Lincoln, NE 68508

#### **REFERENCES**

The State of Nebraska reserves the right to check any reference(s) regardless of source of the reference information, including but not limited to, those that are identified by the company in the bid, those indicated through explicitly specified contracts, those that are identified during the review of the bid, or those that result from communication with other entities involved with similar projects. The State may use a third party to conduct reference checks.

List the name, addresses,	and the telephone	numbers of three	companies/bus	inesses that we
may contact who are curre	ently using the same	e equipment being	g bid for the sar	ne application.

1.		-
2.		
3.		-
The ven	MER SERVICE ador shall list the name and phone number of the customer service represents assigned to service the State of Nebraska's account:	entative who
Custom	er Service Representative:	<u>-</u>
Phone N	Number:	<u>-</u>
Fax Nur	mber:	_

E-mail Address:

## Filters for Air Handling Units and Others Specifications and Bidder Instructions 5109 OF

#### **BIDDER INSTRUCTIONS**

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a bidder to qualify for the award. A "YES" response means the bidder guarantees they can meet this condition. A "NO" response means the bidder cannot meet this condition and will not be considered. "NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at its sole discretion whether or not the vendor's alternative is an acceptable alternative.

YES	NO	NO & PROVIDE ALTERNATIVE	1. BID RESPONSE
			A. Bidder has supplied three (3) references of governmental agencies or companies to whom you have provided these products and with whom they have had contracts or long-term business relationships. References may be used as an award factor.
			B. If at any time during the past three (3) years, has the bidder had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully in Notes/Comments section below. If no such early termination has occurred, so declare.  Initial if no early termination has occurred:
NOTES	NOTES/COMMENTS:		

YES	NO	NO & PROVIDE ALTERNATIVE	2. PLEATED FILTERS
			<ul> <li>A. Pleated filters shall be U. L. 900 listed and this must be printed on the filter.</li> </ul>
			B. The filter media will be of a non-woven cotton-type or cotton/synthetic blend with radial wedge pleats.
			C. The media support grid is to be of a welded wire construction with an effective open area of not less than 96% of the filter size.
			D. Wire shall be annealed, pickled, and finished with a copper alloy and treated for corrosion resistance.
			E. The completed grid shall be coated with a rust-inhibiting adhesive prior to being bonded with the filter media. Expanded tin is not acceptable due to rust flake-off.
			F. The enclosing frame must be constructed of a rigid, heavy-duty, high wet strength 28-point beverage board. Kraft board or cardboard is not acceptable to the lack of integrity during use in areas with high humidity.
NOTES	COMME	ENTS:	

YES	NO	NO & PROVIDE ALTERNATIVE	3. HIGH CAPACITY PLEATED FILTERS (13 – 15 PLEATS)
			A. 1" filters shall have an average efficiency of no less than 25% as tested under ASHRAE 52.1 test methods. There will be an average arrestance of 90% by weight.
			B. 2" filters shall have an average efficiency of no less than 26% as tested under ASHRAE 52.1 test methods. There will be an average arrestance of 90% by weight.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. STANDARD CAPACITY PLEATED FILTERS (10 – 12 PLEATS)
			A. As above, except there will be no less than 10 pleats per linear foot of filter face area. See B and C for baseline.
			B. Baseline: 24 X 24 X 1 filter shall have no less than 3.5 square feet of media.
			C. Baseline: 24 X 24 X 2 filter shall have no less than 6.25 square feet of media.

#### NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	5. DISPOSABLE CARDBOARD FILTERS
			A. Filter to be constructed of progressive-density fiberglass or synthetic polyester media enclosed in a one-piece moisture- resistant chipboard frame.
			B. Media to be coated with a dust holding adhesive. There will be perforated corrosion resistant steel or expanded metal supports grilles on both entry and exit sides of the filter.
			C. Media and grilles will be continuously glued to the inside perimeter of the frame.
NOTES	NOTES/COMMENTS:		

YES	NO	NO & PROVIDE ALTERNATIVE	6. HIGH EFFICIENCY BAG FILTERS, 90-95%
			A. High Efficiency Bag Filters shall be 90-95% efficient and have an arrestance of not less than 99% when tested in accordance with ASHRAE 52.1 test method.
			B. Filter shall be U. L. 900 listed; this should be printed on the filter.
			C. Will have a galvanized steel frame and a nominal thickness of 1/4".
			D. Polyester or fiberglass media is acceptable.
			E. Air velocity is 2000 CFM with an initial resistance of .60 WC and a final resistance of 1.00 WC.

#### NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	7. STANDARD EFFICIENCY BAG FILTERS, 80-85%
			A. Standard Efficiency Bag Filters shall be 80-85% efficient and have an arrestance of not less than 99% when tested in accordance with ASHRAE 52.1 test method.
			B. Filter shall be U. L. 900 listed; this should be printed on the filter.
			C. Will have a galvanized steel frame and a nominal thickness of 1/4".
			D. Polyester or fiberglass media is acceptable.

			E. Air velocity is 2000 CFM with an initial resistance of .40 WC and a final resistance of 1.00 WC.	
NOTES	NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	8. RIGID BOX FILTERS, 80-85%
			A. Standard Efficiency Rigid Box Filter shall be 80-85% efficient.
			B. Filter shall be U.L. 900 listed and this should be printed on the filter.
			C. Filter will have a galvanized steel frame.
			D. Filter shall have a minimum of 50 sq. ft. of synthetic fiber media and a minimum air flow rating of 2000 cfm.
NOTES	NOTES/COMMENTS:		

YES	NO	NO & PROVIDE ALTERNATIVE	9. NON-CORE ITEMS
			<ul> <li>Vendor can block availability of certain Non-Core items if requested by the State Purchasing Bureau (i.e., furniture, office supplies)</li> </ul>
NOTES	NOTES/COMMENTS:		

YES	NO	NO & PROVIDE ALTERNATIVE	10. SECRETARY OF STATE REGISTRATION REQUIREMENTS *Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.
			<ul> <li>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</li> </ul>
			If the Bidder is an Individual or Sole Proprietorship, the following applies:
			<ol> <li>The Bidder must complete the United States         Citizenship Attestation Form, available on the         Department of Administrative Services website at         http://das.nebraska.gov/materiel/purchasing.html     </li> </ol>
			The completed United States Attestation Form should be submitted with the Invitation to Bid response.
			2. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
			3. The Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.
			B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).
			C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.

	D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.			
NOTES/COMMENTS:				

YES	NO	NO & PROVIDE ALTERNATIVE	11. BID COMPLIANCE
			A. Specifications have been read and fully understood. Any exceptions have been written on the bid or attached. Bid is signed and unit price is in compliance with the given unit of measure.

#### 5109 OF Attachment A

Kearney YRTC 2802 30<sup>th</sup> Avenue Kearney, NE 68847

State Building Division NSP Troop E 4500 Ave. "I" Scottsbluff, NE 69363-1500

Norfolk Regional Center 1700 North Victory Road PO Box 1209 Norfolk, NE 68702-1209

State Building Division NSP Troop C PO Box 1602 Grand Island, NE 68802

State Building Division NSP Troop B 1401 Eisenhower Ave Norfolk, NE 69103

Nebraska Correctional Youth Facility (NCYF) 2610 N 20th Street East Omaha, NE 68110 Chad Ellison, Facility Maintenance Manager 402-595-2000

Omaha Correctional Center (OCC) 2323 Avenue J Omaha, NE 68110 Doug Laaker, Facility Maintenance Manager 402-595-3963

Nebraska Correctional Center for Women (NCCW) 1107 Recharge Road York, NE 68467 James Rutledge, Acting Facility Maintenance Manager 402-362-3317 Beatrice State Developmental Center 3000 Lincoln Blvd. Dock #2 Beatrice Ne 68310-3319

Grand Island Veterans' Home 2300 West Capital Avenue Grand Island, NE 68803-2097

Hastings Regional Center 4200 W 2nd St Hastings, NE 68901-9700

State Building Division NSP Troop D PO Box 1265 North Platte, NE 69103

Eastern Nebraska Veterans' Home 12505 South 40th Street Bellevue, NE 68123

Community Corrections Center-Omaha (CCCO) 2320 Avenue J Omaha, NE 68110 Joseph Bebee, Facility Maintenance Manager 402-595-2010 or 402-699-0544

Tecumseh State Correctional Institution (TSCI) 2725 N Highway 50 Tecumseh, NE 68450 Dan Smack, Facility Maintenance Manger 402-335-1206

Work Ethic Camp (WEC) 2309 N Highway 83 McCook, NE 69001 Robert Sitzman, Facility Maintenance Manager 308-345-8405

#### 5109 OF Attachment A

Cornhusker State Industries (CSI) at Nebraska State Penitentiary (NSP) 14th and Pioneers Blvd Lincoln, NE 68502 Byron Brown, Facility Maintenance Manager 402-471-3161

Diagnostic & Evaluation Center (DEC) 3220 West Van Dorn Lincoln, NE 68522 Rick Wilson, Acting Facility Maintenance Mananger 402-471-2861

Central Office-Lincoln (CO) Folsom & West Prospector Place, Bldg #1 Lincoln, NE 68522 Rick Fuller, Facility Maintenance Manager 402-479-5838

Military Department JFHQ - SSSD 2433 NW 24th St Lincoln, NE 68524-1801 402-309-8121

Nebraska State Historical Society 1500 R St PO Box 82554 Lincoln, NE 68501-2554 402-471-3270

GYRTC 855 N 1st St Geneva, NE 68361 Roger Stofer 402-759-3164 Lincoln Correctional Center (LCC) 3216 W Van Dorn Lincoln, NE 68522 Rick Wilson, Acting Facility Maintenance Mananger 402-471-2861

Community Corrections Center-Lincoln (CCCL) 2720 West Van Dorn Lincoln, NE 68522 Jerry Rotschafer, Facility Maintenance Manager 402-471-6265

Department of Roads Operations Div. P.O. Box 94759 Lincoln, NE 68509 402-479-4339

Norfolk Veterans' Home 600 East Benjamin Avenue Norfolk, NE 68701

WNFH 1102 W 42nd St Scottsbluff, NE 69361 Paul Richard 308-632-0315

OSOB 1313 Farnam St Omaha, NE 68102 Todd Aksamit 402-595-2115

### State of Nebraska Invitation to Bid 5109 OF Air Handling Filter Bid Sheet

Company Bidding:	Section 1
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High	High Capacity Pleated Filters (13-15 Pleats)				
Qty	UoM	Description	Manufacturer	Vendor Part number	Price Each
15	EA	7-1/2X29-1/2X1/2, PLEATED FILTER			\$
15	EA	7-3/4X41-3/4X1, PLEATED FILTER			\$
15	EA	9-3/4X23-3/4X1/2, PLEATED FILTER			\$
30	EA	10X16X1, PLEATED FILTER			\$
144	EA	10X20X1, PLEATED FILTER			\$
35	EA	12X20X2, PLEATED FILTER			\$
180	EA	12X24X2, PLEATED FILTER			\$
15	EA	12X24X4, PLEATED FILTER			\$
25	EA	14X14X1, PLEATED FILTER			\$
92	EA	14X25X1, PLEATED FILTER			\$
145	EA	16X18X2, PLEATED FILTER			\$
224	EA	16X20X1, PLEATED FILTER			\$
700	EA	16X20X2, PLEATED FILTER			\$
150	EA	16X20X4, PLEATED FILTER			\$
50	EA	16X22X1, PLEATED FILTER			\$
20	EA	16X22-1/2X1, PLEATED FILTER			\$
20	EA	16X23X1, PLEATED FILTER			\$
75	EA	16X24X2, PLEATED FILTER			\$
548	EA	16X25X1, PLEATED FILTER			\$
1464	EA	16X25X2, PLEATED FILTER			\$
70	EA	16X25X4, PLEATED FILTER			\$
96	EA	16X33X2, PLEATED FILTER			\$
72	EA	18X18X2, PLEATED FILTER			\$
25	EA	18X24X1, PLEATED FILTER			\$
50	EA	18X24X2, PLEATED FILTER			\$

Company Bidding:	Section 1 ~	Continued
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High	High Capacity Pleated Filters (13-15 Pleats) ~ Continued					
Qty	UoM	Description	Manufacturer	Vendor Part number	Price Each	
40	EA	18X25X2, PLEATED FILTER			\$	
240	EA	20X20X1, PLEATED FILTER			\$	
1104	EA	20X20X2, PLEATED FILTER			\$	
15	EA	20X20X4, PLEATED FILTER			\$	
70	EA	20X22X2, PLEATED FILTER			\$	
40	EA	20X24X1, PLEATED FILTER			\$	
316	EA	20X24X2, PLEATED FILTER			\$	
75	EA	20X24X4, PLEATED FILTER			\$	
254	EA	20X25X1, PLEATED FILTER			\$	
1652	EA	20X25X2, PLEATED FILTER			\$	
24	EA	20X25X4, PLEATED FILTER			\$	
144	EA	20X33X2, PLEATED FILTER			\$	
30	EA	22X22X1, PLEATED FILTER			\$	
24	EA	24X20X2, PLEATED FILTER			\$	
72	EA	24X24X1, PLEATED FILTER			\$	
825	EA	24X24X2, PLEATED FILTER			\$	
175	EA	24X24X4, PLEATED FILTER			\$	
12	EA	25X24X2, PLEATED FILTER			\$	
12	EA	25X25X1, PLEATED FILTER			\$	
100	EA	25X25X2 PLEATED FILTER			\$	
216	EA	25X36X2, PLEATED FILTER			\$	
24	EA	28-1/2X29-1/2X2, PLEATED FILTER			\$	

Company Bidding:	Section 2
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Standard Capacity Pleated Filters (10-12 Pleats)					
Qty	UoM	Description	Manufacturer	Vendor Part number	Price Each
25	EA	8X20X1, PLEATED FILTER			\$
35	EA	8-1/4X27-3/4X1, PLEATED FILTER			\$
40	EA	8-1/4X31-3/4X1, PLEATED FILTER			\$
20	EA	8-1/4X43-3/4X1, PLEATED FILTER			\$
20	EA	8-1/2X20X1, PLEATED FILTER			\$
40	EA	8-1/2X27-3/4X1, PLEATED FILTER			\$
20	EA	9X21X1, PLEATED FILTER			\$
25	EA	11-3/8X11-3/8X1, PLEATED FILTER			\$
60	EA	12X24X2, PLEATED FILTER			\$
40	EA	16X16X2,PLEATED FILTER			\$
265	EA	16X20X2, PLEATED FILTER			\$
17	EA	16X24X2, PLEATED FILTER			\$
50	EA	16X25X1, PLEATED FILTER			\$
170	EA	16X25X2, PLEATED FILTER			\$
50	EA	17X20X1, PLEATED FILTER			\$
65	EA	18X24X2, PLEATED FILTER			\$
35	EA	18X24X4, PLEATED FILTER			\$
65	EA	20X20X1, PLEATED FILTER			\$
30	EA	20X25X1, PLEATED FILTER			\$
245	EA	20X20X2, PLEATED FILTER			\$
280	EA	20X24X2, PLEATED FILTER			\$
135	EA	20X25X2, PLEATED FILTER			\$
25	EA	20X25X4, PLEATED FILTER			\$
20	EA	21X21-1/4X1, PLEATED FILTER			\$
280	EA	24X24X2, PLEATED FILTER			\$

Company Bidding:	Section 3

Dispo	Disposable Cardboard Filters					
Qty	UoM	Description	Manufacturer	Vendor Part number	Price Each	
80	EA	7X22X1, HEAVY DUTY FILTER			\$	
56	EA	7-1/2X20X1, HEAVY DUTY FILTER			\$	
42	EA	7-1/2X25-1/2X1, HEAVY DUTY FILTER			\$	
36	EA	7-1/2X28-1/2X1, HEAVY DUTY FILTER			\$	
62	EA	7-1/2X36X1, HEAVY DUTY FILTER			\$	
75	EA	8X20X1, HEAVY DUTY FILTER			\$	
60	EA	8X28X1, HEAVY DUTY FILTER			\$	
35	EA	8X32X1, HEAVY DUTY FILTER			\$	
40	EA	8X44X1, HEAVY DUTY FILTER			\$	
12	EA	8X47X1, HEAVY DUTY FILTER			\$	
30	EA	8X48X1, HEAVY DUTY FILTER			\$	
20	EA	9-1/2X35-1/2X1, HEAVY DUTY FILTER			\$	
24	EA	9-1/2X36-1/2X1, HEAVY DUTY FILTER			\$	
12	EA	10X36X1, HEAVY DUTY FILTER			\$	
25	EA	11X46X1, HEAVY DUTY FILTER			\$	
80	EA	12X25X1, HEAVY DUTY FILTER			\$	
2	EA	13X45X1, HEAVY DUTY FILTER			\$	
20	EA	16X20X1, HEAVY DUTY FILTER			\$	

Comp	any Bio	lding:	_		Section 4		
High	Effici	iency Bag Filters, 90-95%					
Qty	UoM		Manufacturer	Vendor Part number	Price Each		
		6"x120" BAG FILTER,					
		3" CUFF W/ STEEL SNAP RING BAND,					
216	EA	DOUBLE LAYER DISC W/ 3" WEARSTRIP,			\$		
		22 OZ. FIBERGLASS, 992-1 CHEMFLEX					
		FINISH OR EQUIVALENT					
20	EA	12X24X12, BAG FILTER			\$		
100	EA	24X24X12, BAG FILTER			\$		
48	EA	24X24X22, BAG FILTER			\$		
	Company Bidding: Section 5						
Rigio	Box	Filters 80-85% Efficiency					
Qty	UoM	Description	Manufacturer	Vendor Part number	Price Each		
80	EA	24X24X12 RIGID BOX FILTER			\$		
Comp	any Bio	lding:			Section 6		
Z Lin	e Car	botron					
Qty	UoM	Description	Manufacturer	Vendor Part number	Price Each		
20	EA	24X24X2 Z LINE CARBOTRON			\$		
20	EA	24X24X4 Z LINE CARBOTRON			\$		
		lding:	_		Section 7		
Pleat	ed Fi	Iters					
Qty	UoM	Description	Manufacturer	Vendor Part number	Price Each		
15	-	14X20X1 PLEATED			\$		
12	EA	7X27 1/2X1 PLEATED			\$		
12	EA	7X31X1 PLEATED			\$		

Company Bidding:			Section 8				
Non-Core Items							
	YES	NO					
VENDOR CAN BLOCK AVAILABILITY OF CERTAIN NON-CORE ITEMS IF REQUESTED BY							
THE STATE PURCHASING BUREAU (I.E., FURNITURE, OFFICE SUPPLIES):							
Company Bidding:			Section 9				
Non-Core Items							
% OF DISC	OUNT OFF REMA	AINDER OF CATALO	OG				
HIGH CAPACITY PLEATED FILTERS (13-15 PLEATS):		<del></del>					
STANDARD CAPACITY PLEATED FILTERS (10-12 PLEATS):							
DISPOSABLE CARDBOARD FILTERS:		<del></del>					
HIGH EFFICIENCY BAG FILTERS, 90-95%:							
STANDARD EFFICIENCY BAG FILTERS, 80-85%:							
RIGID BOX FILTERS 80-85% EFFICIENCY:							
Z LINE CARBOTRON:							
PLEATED FILTERS:							
WATER FILTERS:							
FILTER MEDIA:							