

CITY OF OLATHE PRICE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Delta Fire & Safety, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs bunker gear, tactical gloves, and other rescue equipment and contracts with Vendor to supply the goods or services described in **Exhibit A**, as needed and as requested by City.

1. PRICE AGREEMENT, ORDERS, AND TERM. City agrees to pay Vendor at the prices listed in **Exhibit A** to supply the goods or services described in **Exhibit A**, as needed and as requested by City. City will have no financial obligation under this Agreement until an order has been placed. The total amount authorized for payment for all orders placed under this agreement is \$ 450,000. Any order placed under this Agreement beyond the total amount authorized by this Agreement remains subject to any applicable procurement policies of City, including approval by the appropriate authority based on the dollar amount of the order.] Any order placed pursuant to this Agreement is subject to all terms and provisions of this Agreement. This contract will be a three 3-year contract with the option to renew for up to 2) additional periods upon the written agreement of both parties.

2. ADDITIONAL SERVICES. Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

3. BILLING. Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.

4. PAYMENT. If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.

5. STANDARD OF CARE. Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence.

6. TERMINATION FOR CONVENIENCE. City may terminate this Agreement for convenience by providing fifteen (15) days' written notice to Vendor. City will compensate Vendor for all work completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.

7. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.

8. DISPUTE RESOLUTION. The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

9. SUBCONTRACTING. Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11 (Insurance)**.

10. OWNERSHIP OF DOCUMENTS. All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

11. INSURANCE. Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**.

12. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. City does not indemnify Vendor.

13. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE. Any attempt to limit liability for breach of contract or negligent performance to the amount of the payment to Vendor by City is void. Any attempt to limit Vendor's liability to City for consequential, exemplary, or punitive damages, or any other measure of damages permitted by law, in any action against Vendor for breach of contract is void.

14. KANSAS ACT AGAINST DISCRIMINATION. *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the

Kansas Human Rights Commission (“commission”);

- c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;
- d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
- e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

15. ENTIRE AGREEMENT. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties.

16. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

17. INDEPENDENT CONTRACTOR STATUS. Vendor is an independent contractor and not an agent or employee of City.

18. COMPLIANCE WITH LAWS. Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

19. FORCE MAJEURE CLAUSE. Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

20. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas’ choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

21. SEVERABILITY. If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue

to be valid and enforceable.

22. ORDER OF PRECEDENCE. If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

[The remainder of this page is intentionally left blank.]

The Parties hereto have caused this Agreement to be executed this _____ day of

_____ 20____.

CITY OF OLATHE, KANSAS

By: _____
(Mayor)

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

Delta Fire & Safety Inc.
3159 Summit Dr.
Port Neches, TX 77651

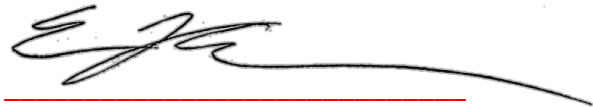
By: 
Eric J. Currie
President

Exhibit A
Vendor's Proposal

Delta Fire & Safety will lock in updated pricing and, in collaboration with the City of Olathe, update the price agreement whenever the manufacturer communicates price increases to Delta Fire & Safety.

Sales Quote

QUOTE-3841



August 9, 2024

Bill To Address
City Of Olathe
P.O. Box 768
Olathe, KS 66051
USA

Ship-to Address
City Of Olathe
P.O. Box 768
Olathe, KS 66051
USA

Delta Fire & Safety Inc.
3159 Summit Dr.
Port Neches, TX 77651

Valid to
December 31, 2024

Salesperson
Ron Wetter

Contract

No.	Description	Quantity	Unit Price	Line Amount
HONEYWELL	HONEYWELL HONEYWELL: KSOLAT00269 LTO 62B3 TAILS COAT BLACK	1	\$2,487.30	\$2,487.30
HONEYWELL	HONEYWELL HONEYWELL: KSOLAT00270 LTO 62B3 PANTS BLACK	1	\$1,999.10	\$1,999.10
MK-1 ULTRA 7877K L	Vanguard, MK-1 Ultra Structural Firefighting Glove L	1	\$135.00	\$135.00
MK-1 7877 LG	Gauntlet Style Structural Firefighting Glove LG MK-1 GLOVE	1	\$95.00	\$95.00
SPDFSQP	Honeywell, SPDFSQP, Dyna-Fit Suspenders w/ Snap Attach & Quick Adjust Installed	1	\$78.48	\$78.48

Sales Quote QUOTE-3841

August 9, 2024

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No.	Description	Quantity	Unit Price	Line Amount
			Subtotal	4,794.88
			Total Tax	0.00
	Freight:		Total \$	4,794.88

Delta Fire & Safety 2025 Cleaning & Repair Price List

Effective Jan 1 2025

Part Number	Description	Price
Service 1 C&I	Service One Advanced Cleaning & NFPA 1851 Inspection. Includes Jacket, Pant, Boots, Gloves, Helmet, Nomex Hood, & Bunker Bag.	\$176.00
1851Inspection	NFPA 1851 Inspection per Garment; Includes: Exterior Shell, Thermal Liner, and Hydrostatic Moisture Barrier Test	\$25.00
1851Inspection:BBI	NFPA 1851 Inspection PR. Boots.	\$11.00
1851Inspection:BGI	NFPA 1851 Inspection Pr Gloves	\$6.60
1851Inspection:BHI	NFPA 1851 Inspection per Bunker Helmet	\$7.70
1851Inspection:NHI	NFPA 1851 Inspection per Nomex Hood	\$4.40
Advanced BBA	Advanced Cleaning of Bunker Boot	\$16.50
Advanced BGA	Advanced Cleaning of Bunker Gloves	\$5.50
Advanced BHA	Advanced Cleaning of Bunker Helmet	\$17.60
Advanced BJA	Advanced Cleaning of Bunker Coat	\$30.00
Advanced BPA	Advanced Cleaning of Bunker Pant	\$30.00
Advanced Cleaning	Service One Advanced Cleaning of Jacket, Pant, Boot, Glove, Helmet, Nomex Hood, Bag.	\$115.50
Advanced NHA	Advanced Cleaning of Nomex Hood	\$3.30
BAG	Bunker Bag Reclamation	\$7.70
BAGR	Bunker Bag Reclamation Large Roller Bag	\$12.10
BAGRU	Bunker Bag Reclamation Large Roller Bag UP CHARGE	\$4.40
BB	Pair of Rubber Bunker Boots Reclamation and 1851 Inspection	\$24.20
BBL	Cleaning and 1851 Inspection of Leather Structural Fire Fighting. Includes Polish and Conditioning.	\$35.20
BBLU	Upcharge from Rubber Boot to Leather Boot. Includes Polish and Conditioning.	\$11.00
BG	Pair of Bunker Gloves Reclamation and 1851 Inspection	\$11.00
BH	Bunker Helmet Reclamation and 1851 Inspection	\$27.50
BJ	Bunker Jacket Reclamation and NFPA 1851 Inspection	\$55.00
BP	Bunker Pants Reclamation and NFPA 1851 Inspection	\$55.00
NH	Nomex Hood Reclamation and 1851 Inspection	\$6.60
Service 1 Charges:Service 1 - 24	Service One Advanced Cleaning & NFPA 1851 Inspection Includes: Bunker Complete Bunker Set Including: Coat, Bunker Pants, Bunker Boots, Fire Helmet, Nomex Hood, Fire Gloves, Bunker Bag with Next Day Service	\$247.50
Service 1 Charges:Service 1 - 48	Service One Advanced Cleaning & NFPA 1851 Inspection - 48 Hour Service, Includes Jacket, Pant, Boots, Gloves, Helmet, Nomex Hood, & Bunker Bag.	\$209.00
Service 1 Charges:Service 1 - 72	Service One Advanced Cleaning & NFPA 1851 Inspection - Includes Jacket, Pant, Boots, Gloves, Helmet, Nomex Hood, & Bunker Bag. 72 Hour Service	\$192.50
Service 1 Charges:Annual	Annual testing and PosiCheck of SCBA	\$49.50
Repairs	Restore and/or Replace any Missing or Damaged Parts. - depends on repair requested	TBD
DFS	DFS Repairs - custom repairs, pricing tbd at time of repair	TBD
NS+	New Snap	\$6.05
9001	Hem Alteration on Nomex Coverall (both Legs)	\$17.60
9002	Small Patch Repair on Nomex Coverall	\$6.05
9003	Medium Patch Repair on Nomex Coverall	\$7.70
9004	Large Patch Repair on Nomex Coverall	\$9.35
9005	XL Patch Repair on Nomex Coverall	\$9.90
AMOA1	SCBA, LARGE OVAL, NOMEX/ADVANCE	\$55.11
AMOA2	SCBA LARGE OVAL, PBI/MILLENNIA	\$71.83
AMOD1	SCBA LARGE OVAL DETACHABLE, NOMEX/ADVANCE	\$87.45
AMOD2	SCBA LARGE OVAL DETACHABLE, PBI/MILLENNIA	\$113.85
AMPA1	SCBA PYRAMID, NOMEX/ADVANCE	\$55.33
AMPA2	SCBA PYRAMID, PBI/MILLENNIA	\$76.34
AMPD1	SCBA PURAMID DETACHABLE, NOMEX/ADVANCE	\$87.45
AMPD2	SCBA PYRAMID DETACHABLE, PBI/MILLENNIA	\$114.40
AMPTRM1	ADD REFLECTIVE TRIM TO SCBA POCKET	\$21.01
AVJLP	ADD VELCRO FOR LETTER PATCH	\$18.92
BARTACKJ	Bartack Repair - Coat	\$1.50
BARTACKT	Bartack Repair - Pant	\$1.50
BELVU	INSTALL BELLEVUE TOOL POUCH	\$62.98
BHS012	DRD, LION APPAREL SPEC	\$214.23
CAPH	CUSTOM ALTERATIONS, NOT LISTED, REQUIRES BRANCH MANAGER APPROVAL PRICE PER HOUR	\$122.10
CGP	INCREASE OR REDUCE CROTCH GUSSET OR PANEL	\$385.00
DualCertCoat-warranty	Replace Zipper - Dual Cert Coat - Warranty Work	\$22.00
Embroidery - Logo	Logo cost per stitch - Stitching \$1/1,000 stitches (This can change depending on logo size and garment type)	\$1.10
Embroidery - Setup Fee	Digitizing setup fee for company logo to be embroidered on bunker bag/garment. Depending on complexity, color and stitch count. \$10-\$50	\$66.00
ENLRG1	INCREASE CHEST	\$299.20
ENLRG2	ENLARGE JACKET, PBI/MILLENNIA	\$407.00
FEP1001	FULL EXPANSION POCKET, 8X8X2, NOMEX/ADVANCE	\$87.45
FEP1002	FULL EXPANSION POCKET, 8X8X2, PBI/MILLENNIA	\$113.30
FEP1011	FULL EXPANSION POCKET, 10X10X2, NOMEX/ADVANCE	\$132.60
FLAG	INSTALL AMERICAN FLAG, NOMEX, NFPA COMPLIANT	\$22.39
FLP1	FLASHLIGHT HOLDER, NOMEX/ADVANCE	\$23.76
FLP2	FLASHLIGHT HOLDER, PBI/MILLENNIA	\$31.08
FLP7011	FLASHLIGHT HOLDER WITH 701 HOOK, NOMEX/ADVANCE	\$34.98
FLP7012	FLASHLIGHT HOLDER WITH 701 HOOK, PBI/MILLENNIA	\$45.54
FLP7031	FLASHLIGHT HOLDER WITH 703 HOOK, NOMEX/ADVANCE	\$34.98
FLP7032	FLASHLIGHT HOLDER WITH 703 HOOK, PBI/MILLENNIA	\$45.60

FLPMC1	FLASHLIGH HOLDER W/ MOUNTING CLIP AND STRAP, NOMEX/ADVANCE	\$34.98
FLPMC2	FLASHLIGHT HOLDER W/ MOUNTING CLIP AND STRAP, PBI/MILLENNIA	\$45.60
FLRNG1	FLASHLIGHT RING, NOMEX/ADVANCE	\$18.92
FLRNG2	FLASHLIGHT RING, PBI/MILLENNIA	\$24.53
GFFLAG	INSTALL AMERICAN FLAG, GLO-FLEX, NFPA COMPLIANT	\$22.39
GLBSTRP	DRD, GLOBE SPECS	\$198.00
GSHMT1	GLOVE STRAP, NOMEX/ADVANCE	\$23.76
GSHMT2	GLOVE STRAP, PBI/MILLENNIA	\$31.08
HGRLP	INSTALL HANGER LOOP	\$2.00
Inspection Port	Retro Fit Installation of Inspection Port to Perform 1851 Compliance Testing.	\$38.50
IPDVDR1	INSTALL POCKET DIVIDER, NOMEX/ADVANCE	\$24.53
IPKTB1	CLOVIS STYLE BOX FLAP, NOMEX/ADVANCE	\$53.24
IPKTB2	CLOVIS STYLE BOX FLAP, PBI/MILLENNIA	\$69.85
ITJPOUCH	INSTALL TOOL POCKET. HEMET STYLE	\$63.09
ITNLPW	INSTALL NOMEX LOOP TO WRISTLET	\$8.03
ITPOUCH	INSTALL POCKET TOOL POUCH, BUILT INTO JACKET OR TROUSER CARGO POCKET	\$63.09
JCCLOSURE	REMOVE & REPLACE COMPLETE CLOSURE SYSTEM	\$229.13
JICUFF1	INSTALL CUFF, EACH	\$51.48
JIEP1	INSTALL ELBOW PADDING, EACH ELBOW	\$28.71
JIER1	INSTALL ELBOW REINFORCEMENT, NOMEX/ADVANCE	\$51.15
JIER2	INSTALL ELBOW REINFORCEMENT, PBI/MILLENNIA	\$65.78
JIGROM	INSTALL GROMMET	\$6.82
JISCR1	REPLACE SHOULDER CAP, NOMEX/ADVANCE	\$45.76
JISCR2	INSTALL SHOULDER CAP, PBI/MILLENNIA	\$59.40
JISP	INSTALL SHOULDER PADDING, EACH SHOULDER	\$47.52
JIWST1	INSTALL WRISTLET, NOMEX, STANDARD OR THUMBHOLE, PRICED AS EACH	\$23.76
JIWWA	INSTALL SLEEVE WATER WELL ASSEMBLY WIT HNOMEX WRISTLET	\$39.82
JIWWAG	INSTALL SLEEVE WATER WELL ASSEMBLY, GLOBE GXTREME	\$62.48
JIWWAPBI	INSTALL SLEEVE WATER WELL ASSEMBLY WITH PBI WRISTLET	\$51.04
JLHEM1	LENGTHEN HEM, NOMEX/ADVANCE	\$231.00
JLHEM2	LENGTHEN HEM, PBI/MILLENNIA	\$335.50
JLIA	INSTALL ACCESS POINT ON LINER	\$45.54
JLSLEEVE1	LENGTHEN SLEEVES, NOMEX/ADVANCE	\$162.80
JLSLEEVE2	LENGTHEN SLKEEVES, PBI/MILLENNIA	\$216.70
JPSF1	PATCH STORM FLAP	\$56.76
JPSF2	PATCH STORM FLAP	\$72.82
JPTRM	PATCH TRIM,MAXIMUN OF 3' IN LENGTH	\$5.94
JR701DR	REPLACE CLOSURE 701 DEE RING	\$9.79
JR701DRN	INSTALL CLOSURE 701 DEE RING WITH REINFORCEMENT	\$13.97
JR701H	INSTALL CLOSURE 701 HOOK FASTENENR	\$31.46
JRCUFF	REPAIR CUFF, PATCH OR STITCH	\$32.67
JRCZPR	REPLACE EXISTING ZIPPER ON CLOSURE	\$48.84
JRHTS1	REPAIR HOLE OR TEAR, NOMEX/ADVANCE	\$33.55
JRHTS2	REPAIR HOLE OR TEAR, PBI/MILLENNIA 6x6	\$43.45
JRHTS2M	REPAIR MED HOLE/TEAR IN SHEL UP TO 4X4' PATCH	\$26.46
JRHTS2S	REPAIR SMALL HOLE/TEAR, JACKET OUTER SHELL,UP TO 2'X2' PATCH	\$20.13
JRHTSLG	Jacket repair patch large	\$27.72
JRHTSMD	Jacket repair patch medium	\$26.46
JRHTSSM	Jacket repair patch small	\$21.81
JRLABT	REPLACE LINER ASSEMBLY BINDING TAPE	\$48.95
JRMB	Patch Moisture Barrier	\$14.30
JRMB1	Tape Repair - ENTIRE Moisture Barrier	\$291.50
JRMBR	RETAPE PER INCH	\$3.30
JRRIVETS	REPLACE RIVETS	\$5.26
JRRLSA1	REPLACE/REBUILD COMPLETE LOWER SLEEVE ASSEMBLY, NOMEX/ADVANCE	\$87.56
JRRLSA2	REPLACE/REBUILD COMPLETE LOWER SLEEVE ASSEMBLY	\$113.03
JRRMB	REBUILD/REPLACE MOSITURE BARRIER W/L GORE - to be determined at time of repair	TBD
JRRSA1	REPLACE/REBUILD COMPLETE SHELL SLEEVE ASSEMBLY, NOMEX/ADVANCE	\$228.80
JRRSA2	REPLACE/REBUILD COMPLETE SHELL SLEEVE ASSEMBLY, PBI/MILLENNIA	\$298.10
JRRTL	REPLACE/REBUILD THERMAL LINER - to be determined at time of repair	TBD
JRRTUPS1	REPAIR/REPLACE TAKE-UP STRAP	\$33.55
JRSS	REPAIR SEAM STITCHING ON JACKET	\$2.86
JRTL	REPAIR THERMAL LINER	\$44.19
JRTRMA1	REPLACE TRIM, A-SEAM OR POCKET, INC. REMOVE OR REPLACE PKT	\$21.12
JRTRMC1	REPLACE TRIM, CHEST, SEWN INTO SEAMS-PER FOOT	\$17.27
JRTRMFT1	REPLACE TRIM ON JACKET,OTHER PER FOOT	\$17.33
JRTRMH1	REPLACE TRIM, HEM, SEWN INTO SEAMS/POCKETS-PER FOOT	\$17.27
JRTRMO1	REPLACE TRIM, OTHER, PER FOOT	\$23.82
JRTRMS1	REPLACE TRIM, SLEEVE PER FOOT	\$17.38
JRTS	REPAIR TRIM STITCHING ON JAKCET (PER INCH)	\$3.30
JRTT1	REPLACE COLLAR TAB	\$85.25
JRV1	REPLACE JACKET VELCRO PER INCH	\$2.15
JRVI	Replace Velcro per Inch for repairs not listed above, hook/loop.	\$2.15
JSHEM	SHORTEN HEM	\$183.70
JSNAP	INSTALL SNAP	\$5.45
JSSLEEVE	SHORTEN SLEEVES	\$134.64
JUBK	JACKET UTILITY BELT WITH 2EA 2' METAL RINGS	\$55.39
JUBK1	JACKET UTILITY BELT WITH 2EA FABRIC LOOPS	\$55.39
JUBK2	JACKET UTILITY BELT WITH SNAP AND HOOK	\$66.55
LJLVLA	REPLACE JACKET LINER VELCRO STRIP AND 2 SNAPS USED TO SECURE LINER	\$26.90
LJSVLA	REPLACE OUTER SHELL VELCRO STRIP AND 2 SNAPS USED TO SECURE LINER	\$25.19

LPHR1	LETTER PATCH, TAIL, REMOVABLE, NOMEX/ADVANCE	\$69.85
LPHR2	LETTER PATCH, TAIL, REMOVABLE, PBI/MILLENNIA	\$90.09
LPHS1	LETTER PATCH, TAIL, NOMEX/ADVANCE	\$44.00
LPHS2	LETTER PATCH, TAIL, PBI/MILLENNIA	\$57.97
LPR1	LETTER PATCH, REMOVABLE, NOMEX/ADVANCE	\$30.80
LPR2	LETTER PATCH, REMOVABLE, PBI/MILLENNIA	\$67.76
LPSO1	LETTER PATCH, SEW-ON, NOMEX/ADVANCE	\$22.44
LPSO2	LETTER PATCH, SEW-ON, PBI/MILLENNIA	\$32.89
LPSOCP	INSTALL CUSTOMER PROVIDED LETTER PATCH WITH OUT LETTERING	\$15.95
LTR	INSTALL LETTERING	\$3.74
LTRCP	INSTALL CUSTOMER PROVIDED LETTER PATCH WITH LETTERING	\$15.73
MBDU1001	MILITARY STYLE EXPANSION POCKET, 8X8X2, NOMEX/ADVANCE	\$55.33
MBDU1002	MILITARY STYLE POCKET, 10X10X2, PBI/MILLENNIA	\$72.16
MFCTRDRD	MANUFACTURE DRD STRAP ONLY	\$71.28
MICSTP1	MIC STRAP, NOMEX/ADVANCE	\$10.18
MICSTP2	MIC STRAP, PBI/MILLENNIA	\$14.69
Name Tag	Name Tag & Monogram Name on Tag	\$14.30
PASPRT1	PASSPORT POCKET, NOMEX/ADVANCE	\$17.49
PASPRT2	PASSPORT POCKET, PBI/MILLENNIA	\$22.72
PKTTRM1	ADD REFLECTIVE TRIM TO POCKET	\$21.12
PP1001	PATCH POCKET, 8X8, NOMEX/ADVANCE	\$39.16
PP1002	PATCH POCKET, 8X8, PBI/MILLENNIA	\$51.15
PP1011	PATCH POCKET, 10X10, NOMEX/ADVANCE	\$39.16
PP1012	PATCH POCKET, 10X10, PBI/MILLENNIA	\$51.15
PPPKT1	PEN/PENCIL POCKET, NOMEX/ADVANCE	\$22.44
PPPKT2	PEN/PENCIL PBI/MILLENNIA	\$28.71
PRPKT	PARTIALLY REMOVE AND RE-INSTALL POCKET	\$14.03
RCP1	REFURBISH POCKET, NOMEX/ADVANCE	\$38.72
RCP2	REFURBISH POCKET, PBI/MILLENNIA	\$55.33
REMPVKT1	MAKE POCKET REMOVABLE	\$86.90
REPKT1	REINFORCE EXTERIOR OF POCKET	\$39.16
RFPE1	RECOVERING FRONT OF POCKET EXTERIOR, NOMEX/ADVANCE	\$29.92
RFPE2	RECOVERING FRONT OF EXTERIOR POCKET, PBI/MILLENNIA	\$43.45
RIPKT1	REINFORCE INTERIOR OF POCKET	\$46.97
RLPFI	REMOVE LETTER PATCH, FLAG, INSIGNIA OR LIKE ITEM`	\$8.03
RMVLTR	REMOVE LETTER, EACH	\$6.33
RPKT	COMPLETELY REMOVE AND RE-INSTALL POCKET	\$31.57
RPL1	RADIO POCKET, 3.5X9X3, NOMEX/ADVANCE	\$47.52
RPL2	RADIO POCKET, 3.5X9X3, PBI/MILLENNIA	\$71.39
RPUL1	Radio Pocket Unlined, Specify Size & Location. Trim Extra.	\$49.06
RPUL2	Radio Pocket Unlined, Specify Size & Location. Trim Extra.	\$68.75
RRDRDF	Remove & Replace, DRD FLAP, hook/loop.	\$20.35
RRGS	Flashlight holder strap	\$31.68
RRLHLCLI	REMOVE & REPLACE, LINER, HOOK/LOOP IN COLLAR/LINER	\$54.56
RRRFP	REMOVE AND RE-INSTALL RADIO/FLASHLIGHT POCKET	\$31.46
RRSCCTHL	REMOVE & REPLACE, OUTER SHELL, COLLAR CLOSURE TAB, HOOK/LOOP	\$23.76
RRSCHL	REMOVE & REPLACE, OUTER SHELL, CLOSURE, HOOK/LOOP. NO HARDWARE TO	\$24.42
RRSCHLCT	REMOVE & REPLACE, OUTER SHELL, HOOK/LOOP SECURING CLOSURE TAB	\$33.55
RRSCHLH	REMOVE & REPLACE, OUTER SHELL, CLOSURE, HOOK/LOOP. HARDWARE TO BE	\$36.74
RRSHLCLI	REMOVE & REPLACE LINER HOOK/LOOP IN COLLAR/LINER - REQUIRES SEAM SEALING	\$41.25
RRSPF	Remove & Replace, outer shell, pocket flap.	\$47.52
RRSPHL	Remove & Replace outer shell, pocket, hook/loop.	\$20.30
RRSSP	REMOVE & REPLACE, OUTER SHELL, STORM PANEL, HOOK/LOOP	\$42.79
RRTKFHL	REMOVE/REPLACE TROUSER KNEE FRAME, HOOK & LOOP	\$50.08
RTCV	Trouser repair; repair Velcro cuffs	\$9.52
SCBA ID LG	SCBA Identifier Large	\$27.50
SCBA ID SET	SCBA Identifier Set	\$44.00
SCBA ID SM	SCBA Identifier Small	\$16.50
Seams	Repair Seams	\$10.45
SEP1001	SEMI EXPANSION POCKET, 8X8X2X0, NOMEX/ADVANCE	\$79.20
SEP1002	SEMI EXPANSION POCKET, 8X8X2X0, PBI/MILLENNIA	\$102.85
SPKTFLP	SPLIT POCKET FLAP	\$45.65
SRFA	STITCH REPAIR FOR ACCESSORIES	\$3.16
SWCPP	INSTALL CUSTOMER PROVIDED PATCH (STATION WEAR)	\$4.57
SWSHEM	SHORTEN HEM ON STATION WEAR	\$6.33
TIBB1	INSTALL BACK BIB, NOMEX/ADVANCE	\$77.00
TIBB2	INSTALL BACK BIB, PBI/MILLENNIA	\$100.65
TICUFF1	INSTALL CUFF, PRICED AS EACH	\$47.58
TIGROM	REPLACE GROMMET	\$3.40
TIKP1	INSTALL KNEE PADDING SEWN INTO OUTER SHELL W/ NOMEX/ADVANCE	\$62.92
TIKP2	INSTALL KNEE PADDING SEWN INTO OUTER SHELL W/ PBI/MILLENNIA	\$82.50
TIKPAA	INSTALL KNEE PADDING USING A POCKET	\$109.01
TIKPAF	INSTALL SILIZONE KNEE PADDING INSIDE OF OUTER SHELL	\$109.12
TIKPCK1	INSTALL COMFORT KNEE PADDING W/ NOMEX/ADVANCE	\$88.22
TIKPCK2	INSTALL COMFORT KNEE PADDING W/ PBI/MILLENNIA	\$114.95
TIKPOS1	INSTALL SILIZONE KNEE PADDING THROUGH OPENING W/ NOMEX/ADVANCE	\$96.47
TIKPOS2	INSTALL SILIZONE KNEE PADDING THROUGH OPENING W/ PBI/MILLENNIA	\$124.52
TIKPS1	INSTALL SILIZONE KNE PADDING W/ NOMEX/ADVANCE	\$78.38
TIKPS2	INSTALL SILIZONE KNEE PADDING W/ PBI/MILLENNIA	\$114.68
TIKR1	INSTALL KNEE REINFORCEMENT, NOMEX/ADVANCE, PAIR	\$40.43
TIKR2	INSTALL KNEE REINFORCEMNT, DRAGON HIDE	\$52.80

TILZPR	INSTALL LEG ZIPPERS	\$306.63
TIPBKL	REPLACE POSTMAN BUCKLE	\$15.40
TIRKRP1	INSTALL REMOVABLE KNEE REINFORCEMENT W/ NOMEX/ADVANCE	\$156.42
TIRKRP2	INSTALL REMOVABLE KNEE REINFORCEMENT W/ PBI/MILLENNIA	\$203.06
TISBTN	REPLACE SUSPENDER BUTTON	\$4.06
TIWST1	INCREASE WAIST, NOMEX/ADVANCE	\$156.21
TIWST2	INCREASE WAIST, PBI/MILLENNIA	\$209.55
TIWSTI	ENLARGE WAIST	\$164.45
TKIN	TAKE-IN JACKET	\$176.44
TLHEM1	LENGTHEN HEM, NOMEX/ADVANCE	\$187.00
TLHEM2	LENGTHEN HEM, PBI/MILLENNIA	\$216.15
TLHME1	INCREASE INSEAM	\$143.00
TLIA	INSTALL ACCESS POINT IN LINER	\$45.43
TPTRM	PATCH TRIM, MAXIMUM OF 3' IN LENGTH	\$5.94
TR701DR	REPLACE CLOSURE 701 DEE RING	\$8.14
TR703H	REPLACE CLOSURE 703 HOOK FASTENER	\$24.42
TRBB	REMOVE BACK BIB	\$30.80
TRCHL	REPLACE VELCRO ON CLOSURE, HK & LP	\$33.99
TRCHLWL	REPLACE VELCRO ON LINER, HOOK/LOOP. WAIST/LINER INTERFACE. INCLUDES MOISTURE BARRIER IF NECESSARY.	\$44.00
TRCUFF1	REPAIR CUFF, PATCH OR STITCH	\$32.56
TRFZC	REPLACE FLY ZIPPER CLOSURE	\$43.56
TRHP2	REINFORCE TROUSER HARDWARE WITH LEATHER OR ARASHIELD, INCLUDES OUTER SHELL PATCH IF REQUIRED	\$69.96
TRHTS1	REPAIR HOLE OR TEAR IN OUTER SHELL, NOMEX/ADVANCE	\$33.66
TRHTSLG	Trouser Patch repair large	\$29.15
TRHTSMD	Trouser Patch repair medium	\$25.08
TRHTSSM	Trouser Patch repair small	\$21.81
TRLABT	REPLACE LINER ASSEMBLY BINDING TAPE	\$13.53
TRMB	Patch Moisture Barrier	\$14.30
TRMB1	Tape Repair ENTIRE Moisture Barrier	\$237.60
TRMBR	RETAPE PER INCH	\$3.39
TRRIVETS	REPLACE RIVETS	\$3.40
TRRLA1	REPLACE/REBUILD COMPLETE LOWER LEG ASSEMBLY, NOMEX/ADVANCE, PER LEG	\$107.80
TRRLA2	REPLACE/REBUILD COMPLETE LOWER LEG ASSEMBLY, PBI/MILLENNIA	\$139.70
TRRMB	REBUILD/REPLACE MOSITURE BARRIER W/L GORE - to be determined at time of repair	TBD
TRRSPHL	REMOVE & REPLACE OUTER SHELL, POCKET, HOOK/LOOP	\$18.92
TRRTL	REBUILD/REPLACE THERMAL LINER - to be determined at the time of repair	TBD
TRRTUPS1	REPAIR/REPLACE TAKE-UP STRAP	\$33.66
TRSS	REPAIR SEAM STITCHING ON TROUSER	\$2.86
TRTL	REPAIR THERMAL LINER ON TROUSER	\$42.08
TRTRM1	REPLACE TRIM, PRICED PER FOOT	\$16.83
TRTRMO	REPLACE TRIM,OTHER PER FOOT	\$16.83
TRTS	REPAIR TRIM STITCHING ON TROUSER, per inch	\$3.30
TRVI	REPLACE VELCRO PER INCH	\$2.15
TRWCI	WATER WELL	\$62.37
TRWLZ	REPLACE WILDLAND LEG ZIPPER	\$30.80
TSHEM	SHORTEN HEM - SHELL, LINER & MOISTURE BARRIER	\$122.65
TSNAP	REPLACE SNAP FASTENER ON TROUSER	\$5.45
TTIWST	TAKE-IN WAIST	\$117.70
TUBK	TROUSER BELT WITH BUCKLE	\$55.44
TWSL	ADD TROUSER WEDGE TO SHELL AND LINER	\$191.40
UCLP1	UTILITY CLIP, NOMEX/ADVANCE	\$23.76
UCLP2	UTILITY CLIP, PBI/MILLENNIA	\$31.13
VHLR	Velcro, Hook & Loop Restitch (per inch)	\$0.61
VWB	REMOVE/REPLACE VELCRO ON WAIST BAND	\$47.63
WLJSS	SHORTEN SLEEVES, WILDLAND JACKET / FR CLOTHING\nINCHES SHORTENED:	\$63.03
WLSI	WILDLAND JACKET, LINE SLEEVES WITH FR COTTON	\$44.11
WLTi	WILDLAND TROUSER, LINE LEGS WITH FR COTTON	\$49.06
Wrister	Remove and install 7' Thumbhole Wristers	\$38.50
YD-HW-SUSPBUT	Suspender Buttons	\$0.31
YOCSTRP	DRD, YOC STRAP SPEC	\$169.95
YOGSTRAP	INSTALL DRD	\$169.95
Zipper Repair	Zipper Repair	\$12.10
Zipper Replacement	Nomex Zipper Replacement	\$38.50
12 Hr. Svs.	12 Hour Service	\$165.00
24 Hour Service	24 Hour Service	\$220.00
48 Hour Service	48 Hour Turnaround Service	\$99.00
72 Hour Service	72 Hour Turn Around Service	\$49.50
CitrusClean	Advance 1 Cup Citrus Cleaning Solvent Required to Remove Contaminant	\$3.30
EveCallOut	After Hours Call Out	\$132.00
Holiday Service	Call Out Reclamation Services Provided on National Holiday	\$544.50
Service 1 - 24	Service One Management Routine System Cleaning - 24 Hour Service	\$203.50
Specialized Cleaning	Specialized Cleaning required for contaminated gear.	\$16.50
Weekend	Weekend Service Charge for Reclamation Services performed on weekends outside of normal business hours.	\$247.50

Exhibit B

CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

A. Insurance. Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Auto Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

Limits: All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000.

Notwithstanding the foregoing, if Vendor does not own any automobiles, then Vendor must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability (if applicable): **Unless excused by the Agreement with the City**, Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000.

5. Cyber Insurance (if applicable): **IF** accessing the City's network or City's data, **THEN** maintain the following coverages throughout for the term of this

Agreement and for a period of three (3) years after the termination of this Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000.

B. Exposure Limits. Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.

C. Costs. Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.

D. Verification of Coverage

1. Must provide certificate of insurance on ISO form or equivalent, listing the City as certificate holder, and additional insured endorsements for requested coverages.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.

F. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Landry Insurance Agency PO Box 333 Port Neches TX 77651	CONTACT NAME: Tabatha Mathewson PHONE (A/C, No, Ext): 409-724-2454 E-MAIL: csr@landryinsuranceagency.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Company INSURER B: Mercury County Mutual Insurance Company INSURER C: Texas Mutual Insurance Company INSURER D: INSURER E: INSURER F:	FAX (A/C, No):	NAIC #
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CA00004156604	04/18/2024	04/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA420000019043	12/03/2023	12/03/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0001202220	06/19/2024	06/19/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Olathe PO Box 768 Olathe KS 66051	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Tabatha Mathewson
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