

CITY OF OLATHE PRICE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Traffic Control Corporation, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs traffic signal supplies, 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. Any order placed under 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 two (2) additional one (1)-year periods upon the written agreement of both parties. The parties may agree to update the price list in Exhibit A to add, drop, or adjust pricing without any other amendment of this Agreement, provided that the updated price list: a) is in writing and references this agreement; b) contains an effective date; and c) is signed by 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. The bill must be mailed to the attention of Account Payable, City of Olathe, PO Box 768, Olathe, KS 66051-0768 or emailed to apolathe@olatheks.org. The bill must indicate it is for work or expenses under this Agreement (include Agreement date for identification).

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**. Vendor will provide certificates of insurance and renewals thereof on forms acceptable to City and in the manner specified in **Exhibit B**.

12. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, subject to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, 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. KANSAS OPEN RECORDS ACT. Vendor acknowledges that City is subject to the Kansas Open Records Act (K.S.A. 45-215, *et seq.*). City retains the final authority to determine whether it must disclose any document or other record under the Kansas Open Records Act and the manner in which such document or other record should be disclosed.

16. 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. No form or document provided by Vendor after execution of this Agreement will modify this Agreement, even if signed by both Parties, unless it: 1) identifies the specific section number and section title of this Agreement that is being modified and 2) indicates the specific changes being made to the language contained in this Agreement.

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

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

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

20. 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.

21. 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.

22. 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.

23. 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

Traffic Control Corporation


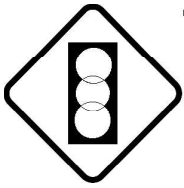
By: 
Joe Spedale
Vice President of Sales & Marketing
Traffic Control Corporation
10435 Argonne Woods Drive
Woodridge, IL 60517

Exhibit A
Vendor's Proposal

**TRAFFIC CONTROL CORPORATION**5651 MEMORIAL AVENUE
OAK PARK HEIGHTS, MN 55082
PHONE: 651-439-1737

QUOTATION

Number 670010

Page: 1 of 1

To: 14932 OLATHE, CITY OF 309 N ROGERS ROAD PO BOX 768 PUBLIC WORKS OLATHE KS 66062 USA Attn: Email: Phone: 913-971-5170 Fax:	Quote Date: 4/2/2026 Expires: 6/1/2026 Terms: NET 30 BASED ON APPROVED CREDIT FOB: DESTINATION-FRT INCLUDED Salesperson: JESSICA ASTROTH Email: JAstroth@TCC1.com Phone: 314-779-9245
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Letting Date: 4/3/2026	Location:
Book / Call / Item:	Description: TRAFFIC SIGNAL COMPONENTS
Contract No: IFB-26-0018	

PRICING IS BASED ON QTY AND DESCRIPTIONS POSTED BELOW

Part Number / Description	Unit Price	Qty/UM	Net Price
F43162 SIGNAL MONITOR, 18 CH 2070 W/ DATAKEY & ETHERNET PORT: EBERLE, EDI-2018KCLIP	1,590.00	1.00 EA	1,590.00
2070 CONTROLLER W/ 1C-MODULE 2070C CONTROLLER WITH 1C-MODULE, AND DATA KEY ***NOTE: SOFTWARE NOT INCLUDED***	4,725.00	1.00 EA	4,725.00
2070 1C-MODULE WITH DATA KEY 2070 1C-MODULE WITH DATA KEY ***NOTE: SOFTWARE NOT INCLUDED***	1,770.00	1.00 EA	1,770.00
2070 CONTROLLER W/O 1C-MODULE 2070C CONTROLLER WITHOUT 1C-MODULE ***NOTE: SOFTWARE NOT INCLUDED***	3,640.00	1.00 EA	3,640.00
CONTROLLER CABINET 332D 332D CABINET ASSEMBLY (NATURAL) - INCLUDES: (16) LOAD SWITCHES, (8) TRANSFER RELAYS, (2) FLASHERS, (4) DC ISOLATORS, (1) EDI 2018 KCLIP MONITOR ***NOTE: BATTERY BACKUP SYSTEM, CONTROLLER, AND SWITCH NOT INCLUDED***	24,275.00	1.00 EA	24,275.00

Item Total:	36,000.00
Misc Charges and Adjustments:	0.00

Quote Total:	36,000.00
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CITY OF OLATHE, KANSAS
AFFIDAVIT

STATE OF IL)

COUNTY OF DuPage)

SS.

 of the City of Woodridge
(Name of Individual)

County of , State of ,
being duly sworn on her or his oath, states;

1. That I am the VP (Title) of Sales (Firm Name), Traffic Control Corporation
and have been authorized by said firm to make this affidavit on its behalf;

2. (Check the box the applies)

No officer, agent or employee of the City of Olathe, Kansas is financially interested, directly or indirectly, in what firm is offering to sell to the City pursuant to any solicitation issued by the City of Olathe;

OR

The following officer(s), agent(s), or employee(s) of the City of Olathe would be financially interested in or receive a benefit from the profit or payments of any contract, job work, or service provided to the City of Olathe: (list all such officers, agents, or City employees on a separate sheet);

3. (Check the box that applies)

If firm were awarded any contract, job work, or service for the City of Olathe, Kansas, no officer, agent or employee of the City would be financially interested in or receive any benefit from the profit or payments of such;

OR

The following officer(s), agent(s), or employee(s) of the City of Olathe would be financially interested in or receive a benefit from the profit or payments of any contract, job work, or service provided to the City of Olathe: (list all such officers, agents, or City employees on a separate sheet);

4. Firm has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response any solicitation issued by the City of Olathe.

Traffic Control Corp (Firm Name)

Federal Tax ID # 36-2059066

By: [Signature] (Signature)

Subscribed and sworn before me this 2nd day of

JOE SPENCE (Printed Name)

April 20 26

VP of Sales (Title)

Kathryn Novotny

Mailing Address 10435 Argonne Woods Dr

NOTARY PUBLIC in and for the County of DuPage

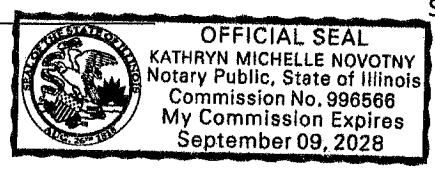
City, State, Zip Code Woodridge, IL 60517

State of Illinois

Phone 630-543-1300 Fax

My commission expires: 9/9/2028

Email JS@TCC1.Com



SEAL

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 including all requirements listed herein. City uses the myCOI platform for submission and review of certificates of insurance and related documentation. Vendor must provide any information needed to register on the platform and submit certificates of insurance and related documentation through the platform.
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.



Procurement Division
PO Box 768
Olathe, KS 66051-0768

INVITATION FOR BID

Traffic Signal Supplies

Date of Issuance: March 3, 2026 Bid Number: IFB-26-0018

Response Deadline Date: April 3, 2026 Time: 10:00 A.M. (CST)

Questions regarding this invitation should be directed to <https://olatheks.bonfirehub.com/>
The deadline for receipt of questions from bidders is close of business on March 30, 2026

City of Olathe
Traffic Light Supplies
IFB-26-0018

INTENT

The purpose of this Invitation for Bids (IFB) is to establish a contract for the purchase of traffic signal supplies on an as-needed basis for the City of Olathe Traffic Division. These materials are essential to the installation, maintenance, repair, and ongoing operation of the City's traffic signal infrastructure. The resulting contract will help ensure the Traffic Division can respond efficiently to routine maintenance needs, emergency repairs, and system upgrades in support of public safety and traffic mobility throughout the community.

RESPONSE DOCUMENTS

The following documents must be downloaded, completed, and uploaded to <https://olatheks.bonfirehub.com/> to provide a complete bid response package:

- Affidavit signed and notarized.
- IFB document, all response fields completed.
- Warranty information

INQUIRIES

Questions regarding this Invitation for Bid must be submitted to <https://olatheks.bonfirehub.com/>. **The deadline for receipt of questions from bidders is March 30, 2026 at 5:00 PM (CT).** No further questions or clarifications will be provided after that date.

No communication regarding this IFB should be directed to any other City official or employee. All queries will be responded to <https://olatheks.bonfirehub.com/> in the form of written addenda and posted.

Respondents shall include confirmation of the receipt of any addenda with their bids. Failure to do so could result in your bid being deemed non-responsive.

EVALUATION CRITERIA

The award will be made to the lowest most responsive and responsible bidder, which will be judged based on price, conformance to specifications, experience providing like work, proposed completion time, past vendor performance, quality of product, payment terms, references, and in the best interest of the City of Olathe, all factors being considered. The City reserves the right to award this bid in whole or in part.

PRICING

Bidder proposes to furnish and deliver items ordered from this bid F.O.B. Olathe, Kansas. Pricing shall include all travel, shipping, freight, surcharges, and handling costs. Bidder signifies that they have read all bid documents and are providing detailed, expressed warranties with this bid. It shall be unacceptable for any bidder to make the statement "see specifications" instead of listing all exceptions and additions in the specifications of this bid documents.

Bidders shall enter unit pricing on <https://olatheks.bonfirehub.com/> where indicated. Failure to provide any requested information may result in rejection of your bid.

STANDARD FEATURES

All equipment furnished under this contract shall be new, unused, and the manufacturer's current production model. The omission of any standard feature description shall not relieve the bidder from the responsibility of furnishing equipment complete with all standard features of the manufacturer's latest improved model in current production as offered to commercial trade. The equipment shall conform in strength, quality of material, and workmanship to that provided by the best manufacturing and engineering practices of the industry. Machine modifications to meet operational requirements of this specification shall be limited to the manufacturer published standard and optional equipment. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, REMANUFACTURED, RECONDITIONED, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

DESCRIPTIVE LITERATURE

Bidder shall submit with your bid the latest printed literature, PDF or equal, and manufacturer's specifications on the equipment you propose to furnish. This literature is for information purposes only. It does not relieve the bidders of the responsibility to respond to the specifications indicated herein.

City of Olathe
Traffic Light Supplies
IFB-26-0018

DELIVERY

Delivery shall be made F.O.B Destination to the City's Traffic Division Facility, 309 N. Rogers Rd., Olathe, Kansas 66062. Contact Artie Santisteban at 913-971-5103 to coordinate delivery. **Include freight, handling charges, and surcharges for delivery in your pricing.** The awarded vendor must notify Judy Leighton 913-971-5183 or Artie Santisteban 913-971-5103 at least 24 hours prior to delivery. If shipments must be refused or delayed because a 24-hour notice was not given, the charges to redeliver the items will be the responsibility of the vendor.

If products must be returned to vendor because they do not meet specifications, vendor shall be responsible for picking up and redelivering new product at no additional cost to the City after all corrections are made.

Delivery of equipment after receipt of order in calendar days: 42-56

Bidder agrees to delivery requirements as stated herein: Yes No

Exceptions _____

DELIVERY CONDITION

The unit shall be completely serviced and adjusted, and all equipment including standard and supplemental equipment, shall be installed and the units made ready for continuous operation. All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation, or which are normally furnished as standard equipment, shall be furnished by the successful vendor. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.

WARRANTY

The City requires a minimum one-year warranty on all equipment. If the manufacturer's warranty exceeds this warranty, then the manufacturer's warranty shall be in effect. The warranty shall begin on the date the unit is determined to meet specifications and is accepted by the City. A copy of the manufacturer's warranty must be included with your bid submittal. All warranty work shall be done locally. Failure to provide this information may result in the rejection of your bid.

Comply: Exception: _____

EXTENDED WARRANTIES

Bidders are required to include details and pricing on all available extended warranties with their bid submittal.

Comply: Exception: _____

MANUFACTURER'S CERTIFICATION

The City reserves the right to request from vendors a separate manufacturer certification of all statements made in the bid. Failure to provide such certification may result in the rejection of your bid or default termination of contract for which vendor must bear full liability.

CONTRACT TERM

The term of this contract will be for three (3) years from date of award with the option to renew for additional one (1) year terms. Prices quoted must be firm for an initial (12) month period. If funds are no longer available to support continuation of the contract, the contract shall be cancelled at the discretion of the City.

CITY ORDINANCE #3.50.140 - LOCAL PREFERENCE STANDARDS

For supplies, materials, and equipment acquired through bids, where an award is to be made to the lowest responsive and responsible bidder, a bid from a local business may be selected over the lowest responsive and responsible bid only if:

- A. The bid from the local business is responsive and responsible;
- B. The quality, suitability, and usability of the supplies, materials, and/or equipment are equal to that of the lowest responsible bidder; and
- C. The amount of the bid of the local business does not vary more than two percent (2%) and does not exceed Five Thousand Dollars (\$5,000) above the amount of the lowest responsible bid. Such variance shall be calculated based on the total contract price.

The local preference described in this Section shall not apply to bids in which federal funds or other governmental funds are used when the use of such funds prohibits the application of local preference policies.

INVOICING

All invoices submitted for payment must be itemized to include a detailed breakdown of all items, name of person who placed order, location of work to be performed and work order number and equipment unit number. Invoices must not exceed original estimate unless prior authorization has been given by the department supervisor or their designee. The invoice shall be mailed to the attention of Accounts Payable, PO Box 768, Olathe KS 66051-0768 or emailed to: apolathe@olatheks.org

INVOICES MUST BE SUBMITTED TO APOLATHE@OLATHEKS.ORG WITHIN 30 DAYS OF COMPLETED WORK. Failure to submit invoices in a timely manner may result in payments being delayed.

PAYMENT TERMS

The City of Olathe will only accept payment terms of Net 30 days.

Will your company accept the City's VISA P-Card for payment without additional cost? Yes _____ No:

INDEMNITY

Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm, or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend, and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of intentional misconduct, recklessness, negligence, or other actionable faults of Consultant or its subcontractors.

Comply: Exception: _____

BID ITEMS

The following items shall be furnished on an as-needed basis for the City of Olathe Traffic Division. All equipment shall be new and meet manufacturer specifications.

1. TrafficCalm Controller, 20W DC, communication, 10 AH battery, solar panel.
2. TrafficCalm Collaborator, 20W DC, communication, 10 AH battery, solar panel.
3. TrafficCalm Controller, 30W DC, communication, 10 AH battery, solar panel.
4. TrafficCalm Collaborator, 30W DC, communication, 10 AH battery, solar panel.
5. Polara iNX APS Push Button with 9" x 12" frame/sign, yellow.
6. 36" LED flashing ring with pedestrian sign, yellow or fluorescent yellow-green.
7. Rectangular Rapid Flashing Beacon (RRFB), amber.
8. Flex Controller, rack mount, C1 connector, Omni software.
9. EDI 2018 KCLIP Conflict Monitor.
10. HE1750 AC Surge Protector, 15 amp, with base.
11. 72V 41 AH Battery System (set of six).
12. SP1250 LX Battery Backup Unit, six batteries, 302C SNMP (no drawer).
13. 8" Aluminum Riser for 332D cabinet, natural finish.
14. 332D Double-Door Cabinet, natural aluminum, LED lights, aux output file, 15-pin jumper, HE1750 (15A), (3) DC isolators, (2) flashers, (12) load switches, EDI 2018KCLIP (Type 170/2070).
15. 332 Single-Door Cabinet, CDOT 2018 spec, natural aluminum, LED lights, (3) DC isolators, (2) flashers, (12) load switches, EDI 2018KCLIP (Type 170/2070).
16. AP22 Quick Connect Time Switch.
17. DC Guardian Board with 3-way harness.
18. AC School Beacon Assembly: cabinet, Guardian board, NEMA flasher, AP22 time switch, modem, S5-1 sign, dual 12" yellow sections, mounting hardware, Pelco 15' pole assembly.
19. DC School Beacon Assembly: cabinet, Guardian board, NEMA flasher, AP22 time switch, modem, S5-1 sign, dual 12" yellow sections, mounting hardware, Pelco 15' pole assembly, 100W solar panel, 104 AH battery.

City of Olathe
Traffic Light Supplies
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20. AC Cabinet with panel, NEMA flasher, #2 lock, U-bolt mount (14" x 16" x 10").
21. AC Cabinet with panel and Guardian board, NEMA flasher, #2 lock, U-bolt mount (14" x 16" x 10").
22. DC One-Battery Cabinet with panel, regulator, #2 lock, U-bolt mount (18" x 17" x 14").
23. DC One-Battery Cabinet with panel and Guardian board, regulator, #2 lock, U-bolt mount (18" x 17" x 14").
24. DC Single-Sided RRFB Assembly (Set): cabinet, Polara iNX APS, 100W solar, single RRFB w/confirmation light, (2) 36" W11-2 or S1-1 signs, (1) left and (1) right W16-7P arrows, Pelco 15' pole assembly, 105 AH battery.
25. DC Double-Sided RRFB Assembly (Set): cabinet, Polara iNX APS, 100W solar, back-to-back RRFBs w/confirmation lights, (4) 36" W11-2 or S1-1 signs, (2) left and (2) right W16-7P arrows, Pelco 15' pole assembly, 105 AH battery.
26. ATC 2070LX Controller with 1C Module and Data Key (software not included).
27. 1C Module with Data Key for 2070 (software not included).
28. ATC 2070LX Controller without 1C Module (software not included).
29. 332D Controller Cabinet Assembly with 16 load switches, 8 transfer relays, 2 flashers, 4 DC isolators, EDI 2018 KCLIP (BBU, controller, and switch not included).

ATTACHMENTS

Attachment Letter		Return	Read Only
A	Vendor Response Form	x	
B	City of Olathe Terms and Conditions	x	
C	Sample Contract and Insurance Exceptions	x	
D	Cooperative Purchasing	x	
E	Affidavit	x	

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Attachment A – Vendor Response Form

VENDOR RESPONSE FORM

Bidder Information:

Legal Name of Company: Traffic Control Corporation

Doing Business As (if different): _____

Federal Tax ID Number: 36-2059066

UEI # (Unique Entity Identifier, formerly DUNS): 02-533-0382

Address: 10435 Argonna Woods Drive

City, State, Zip Code: Woodridge IL 60517

Contract Person: Jessica Astroth

Title: Regional Manager

Phone number: 314-779-9245

Email address: jastroth@tcc1.com

Website: www.trafficcontrolcorp.com

General Certification: I hereby certify that the above information is true and correct to the best of my knowledge. I also certify that I hold the authority to contract with the City of Olathe and that this proposal, including all required forms and attachments, is submitted in full understanding and acceptance of all terms, conditions, and requirements set forth in this solicitation.

Authorized Representative Name (Printed): Jessica Astroth

Authorized Representative Signature: Jessica Astroth

Title: Regional Manager **Date:** 4-6-2026

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Attachment B – City of Olathe Terms and Conditions

**CITY OF OLATHE, KANSAS
PROCUREMENT DIVISION
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS
(Revised 02/26)**

1. **SCOPE:** These instructions to bidders and general conditions apply to solicitations for material, equipment, supplies or services with an estimated single or combined cost of \$100,000.00 or more. These conditions shall be in force unless otherwise modified by the City in this bid document. Bidders shall be advised that the City of Olathe is not responsible for the content of any bid package received through any 3rd party bid service other than Bonfire. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source other than Bonfire.
2. **DEFINITIONS (AS USED HEREIN):**
 - a. The term "Invitation For Bid" means a solicitation of formal sealed bids with a combined or single unit value \$100,000.00 and over. The acronym "IFB" means Invitation For Bid.
 - b. The term "Quick Quote" means a solicitation of informal bids with a combined or single unit value between \$10,000.00 and \$99,999.00. The acronym "QQ" means Quick Quote.
 - b. The term "bid" means the offer by the bidder.
 - c. The term "bidder" means the person or organization responding to the solicitation.
 - d. **The term "contractor" means a person or organization who is the successful bidder and who enters into a contract with the City.**
 - e. The term "change order" means a written order from the Procurement Manager directing the contractor to make changes to a contract.
 - f. The term "City" means the City of Olathe, Kansas.
 - g. The term "City Council" means the governing body of the City of Olathe.
3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.

Each bidder shall furnish the information required in the solicitation. The bidder shall provide their name, address, e-mail address, and telephone number where indicated in the affidavit of the solicitation documents. The affidavit must be signed by an officer or employee having the authority to bind the company or organization by his/her signature, notarized, and uploaded with bid response on [Bonfire](#).

Unit price for each unit offered must be provided. The unit price will be presumed correct.

The bidder must state a definite time for delivery of supplies or performance of services.

4. **SUBMITTING A BID:** Bids must be received electronically in the sealed lockbox at [Bonfire](#) BEFORE the time of opening indicated in the solicitation. All references to time shall be Olathe, Kansas time (Central time zone). Hard copy (paper) bids will not be accepted. Late bids will be rejected. Any exceptions or additional information required on a solicitation will be noted in the bid documents. Failure to provide any requested information or to follow these procedures may result in the rejection of your bid.
5. **BID DOCUMENT MISTAKES:** (Kansas Statutes K.S.A. 75-6901 through 75-6906). The bidder shall not be allowed to modify or correct mistakes in the bid document after the opening of the bid. Failure to complete the entire bid accurately may result in declaring the bid as non-responsive and the bid may be rejected.

Bids may not be withdrawn after the bid opening time and date if a bid mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the bidder, the bidder shall respond within two (2) business days of the bid opening with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted as verified. The City shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from that vendor, at the sole discretion of the City.

6. **ACCEPTANCE OF OFFER:** The submitted bid is considered as an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order, Price Agreement, or other contractual document.
7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.
8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.
10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10

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days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).

11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, payment terms, and in the best interest of the City of Olathe, all factors being considered.

The City reserves the right to accept or reject any or all bids or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation.

The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified.

Conditional bids are subject to rejection in whole or in part at the sole discretion of the City.

No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without written approval of the City's Procurement Manager.

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.
14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Olathe supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Prime consideration will be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.
19. **CODES AND REGULATIONS:** All products supplied, and work performed, within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the vendor. Any request for time extension must be in writing and approved by the City's authorized representative.

All deliveries are to be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Olathe may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly

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contracts will be given:

- First to bidder offering firm prices for full contract period; and
- Second to bidder offering firm prices subject to market price adjustment.

23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the affidavit form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Olathe is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request; Kansas Tax Exempt No. KS6XLHVA1, exp 10/01/2028.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **PERSONNEL PRACTICES:** Successful bidder must comply with K.S.A., 44-1030 et. seq. mandatory provisions of the Kansas Acts Against Discrimination as applied to state and local government contracts, which: (1) prohibits discrimination against any person in the performance of work under this contract because of race, religion, color, sex, national origin or ancestry; (2) requires solicitations or advertisements for employees to include the phrase "equal opportunity employer"; and (3) allows the City to terminate their contract for default if provisions of the act are violated.

Chapter 2.44 of the Olathe Municipal Code also prohibits discrimination against individuals in the performance of this contract as a matter of concern to the City, since such discrimination threatens not only the rights and privileges of the inhabitants of the City, but menaces the institutions and foundations of a free democratic state. The affirmative action program is designed to insure a good faith effort will be made to employ applicants and to treat employees during employment equally without regard to race, color, creed or religion, physical handicap, national origin or sex.

All bidders who are awarded a Class I Contract (\$25,000 or more in aggregate) are required to complete a Questionnaire on Personnel Practices for the City of Olathe, 200 West Santa Fe, Olathe KS 66061, 913-971-6493. Form must be completed and approved by the City before contract for goods or services is in effect.

The City of Olathe actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The contractor shall establish appropriate procedures and controls so no services or products in response to this IFB will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

28. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.
29. **W-9 REQUIREMENT:** The City of Olathe requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Olathe. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor. A W-9 Form must be completed as a part of the vendor registration process on [Bonfire](#). Form W-9 can also be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Payment shall not be made to contractor without a current W-9 form being filed with the City of Olathe.
30. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.
31. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, or cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Olathe. Personal or company checks are not

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acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined, and the contract is executed.

32. **PERFORMANCE BOND:** At the discretion of the Procurement Manager, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Kansas. The cost of the bond shall be included in the bidder's offer.
33. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Procurement Manager of the City of Olathe.
34. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and (e) the specifications.
35. **WARRANTY:** Supplies or services furnished because of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.
36. **PURCHASING CARDS:** The City of Olathe has implemented a procurement card program to streamline its purchasing process and to expedite payments to its suppliers. We encourage your acceptance of the City's VISA P-card. Payments made to the successful bidder of this solicitation process will, if possible, be by use of a VISA Purchasing Card.
37. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Division, apolathe@olatheks.org or mail to PO Box 768, Olathe KS 66051-0768. Normal pay periods for the City is every other Friday.
38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the state of Kansas.
39. **DEBARMENT AND SUSPENSION:** Contractor hereby certifies they are not debarred, suspended or otherwise excluded from holding contracts involving federal funds, and is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
 1. Contractor shall give written notice to the Procurement Manager of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized for more than the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Procurement Manager retains the right to determine whether such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Manager any proposed increase is found unacceptable, the Procurement Manager reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Manager on the mailing lists for such publications so the Procurement Manager can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled, and a new contract will be solicited.
40. **CERTIFICATE OF GOOD STANDING:** All contractors awarded a contract in the amount of \$25,000 or higher are required to submit a current Kansas Certificate of Good Standing to the City with a valid verification code, upon award of contract. The Certificate is issued by the Kansas Secretary of State's Office and affirms that a business has complied with the applicable provisions of the laws of the state of Kansas, is in good standing, and authorized to transact business or to conduct affairs within this state. Access the Kansas Secretary of State website at http://www.sos.ks.gov/other/articles_of_formation.html for information. Kansas companies can file online. Foreign companies cannot yet file online. Foreign companies would need to complete and submit the FA, FL, FLLP, or LPF forms to receive the information needed to register with the Secretary of State then get a Certificate of Good Standing thereafter. You may call the Kansas Secretary of State office at 785-296-4564 if you have questions.

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41. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Procurement Division Office at (913) 971-9005 or www.olatheks.org.

By signing below, I hereby acknowledge that I have reviewed, understand, and agree to be bound by all terms and conditions set forth above.

By: Jessica Astroth

Printed Name: Jessica Astroth

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Attachment D- Cooperative Purchasing

COOPERATIVE PURCHASING BY OTHER INSTITUTIONS UNDER THIS CONTRACT

If the City of Olathe awarded you the proposed Contract, you hereby agree to sell, under the prices and terms of this Contract, to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in an affiliated chapter of the National Institute of Governmental Purchasing (NIGP) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligations on the part of any member of such chapter to utilize this Contract).

Yes No Minimum order if, applicable \$ _____

Vendor Name: Traffic Control Corporation

Signature: Jessica Astoth Date: 4-6-2026

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 including all requirements listed herein. City uses the myCOI platform for submission and review of certificates of insurance and related documentation. Vendor must provide any information needed to register on the platform and submit certificates of insurance and related documentation through the platform.
 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.