

Division Name	Document Name	Commodity or Service	Supplier	Document Date	Amount	Selection Process
Police	PO-1000227	Organic Irritant Delivery System	United Tactical Systems LLC- PepperBall	5/10/2024	29,871.00	Competition Exception Report
Parks	PO-1000226	Baseball Scoreboard	Athco Acquisition Corp	5/6/2024	33,897.00	Cooperative Agreement
Fleet	PO-1000218	Container Carrier Hoist and Installation	Truck Component Services	4/25/2024	42,695.00	Invitation for Bid
Fleet	PO-1000204	2024 Ford F-150	Shawnee Mission Ford	4/9/2024	48,772.00	Metro Bid Contract
Solid Waste	PO-1000243	Solid Waste Containers	Wastequip Manufacturing Company, LLC	6/20/2024	33,573.00	Price Agreement
Police	PO-1000200	Police Gear	TYR Tactical LLC	4/1/2024	26,752.05	Price Agreement

Date: 03/06/24



COMPETITION EXCEPTION REPORT



Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.

SOLE SOURCE



Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: Lindsey Jarrett

Total Cost: \$29,871.00

Department Contact: Jeri Graniewski

VENDOR NAME:

PepperBall

COMMODITY/SERVICE DESCRIPTION:

Organic irritant delivery system for critical incidents.

JUSTIFICATION:

PepperBall has been in business for over 20 years and support over 10,000 law enforcement agencies across the country providing non-lethal options for control of high intensity situations. The only other company that provides a non-lethal similar product is Byrna. However, this product is typically used for civilian self-defense options and not law enforcement related situations. PepperBall provides the best non-lethal defense option at a cost-effective rate and has a 90% success rate when deployed.



Handwritten signature of the Department Director.

Department Director

Handwritten signature of the Director of Economy or Designee.

Director of Economy or Designee

Handwritten signature of the City Manager.
Michael Wilkes (May 7, 2024 11:19 CDT)

City Manager

(Required over \$25,000)



Quotation

A Division of United Tactical Systems, LLC
 28101 Ballard Drive, Unit F
 Lake Forest, IL 60045
 260-478-2500

Sales Order Number: 0078683
 Sales Order Date: 5/1/2024
 Page: 1

B Olathe Police Department 0005932
 501 E. Highway 56
I Olathe, KS 66061
L USA
L ATTN:

S Olathe Police Department
 Attn: Officer Kris Raniag
H 501 E. Highway 56
I Olathe, KS 66061
P USA

Pmt Terms: Net 30 **Taxable:** N **Purchase Order:** Quote 042624
Salesperson: ODL **Ship Via:** FED EX GROUND
Expire Date: 6/1/2024 **FOB:**

Line #	Ordered	Part Number	Description	Price	UM	Ext Price
1	4	721-03-0005	PepperBall® TAC-SA PRO™ - Semi Auto - Yellow Two Double Bundles TAC-SA	1,925.00	\$	7,700.00USD
2	6	100-84-0375	PepperBall® 375ct INERT™ RND PepperBall® INERT™ Powder Projectiles - 375 Count Included in Bundles	0.00	\$	0.00USD
3	4	104-81-0375	PepperBall® 375ct LIVE-X™ RND PepperBall® LIVE-X™ PAVA (OC) Powder Projectiles - 375 Count **U.S. Department of Commerce Controlled Commodity - Approved Export License Required for End Use Outside of the U.S.A. ** Included in Bundles	0.00	\$	0.00USD



Quotation

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P USA

Pmt Terms: Net 30 **Taxable:** N **Purchase Order:** Quote 042624
Salesperson: ODL **Ship Via:** FED EX GROUND
Expire Date: 6/1/2024 **FOB:**

Line #	Ordered	Part Number	Description	Price	UM	Ext Price
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4	2	378-01-0002	PepperBall® SCUBA Air Fill Kit SCUBA tank, air fill adapter, and whip Two Kits included in Bundles	0.00	\$	0.00USD
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Four free seats included in any PepperBall class with these bundles

6	2	721-03-0005	PepperBall® TAC-SA PRO™ - Semi Auto - Yellow Two Single Bundles - TAC-SA	1,750.00	\$	3,500.00USD
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7	2	100-84-0375	PepperBall® 375ct INERT™ RND PepperBall® INERT™ Powder Projectiles - 375 Count Included in Bundles	0.00	\$	0.00USD
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Quotation

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Salesperson: ODL **Ship Via:** FED EX GROUND
Expire Date: 6/1/2024 **FOB:**

Line #	Ordered	Part Number	Description	Price	UM	Ext Price
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8	2	104-81-0375	PepperBall® 375ct LIVE-X™ RND PepperBall® LIVE-X™ PAVA (OC) Powder Projectiles - 375 Count **U.S. Department of Commerce Controlled Commodity - Approved Export License Required for End Use Outside of the U.S.A.** Included in Bundles	0.00	\$	0.00USD
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Two free seats included in any PepperBall class with these two bundles

10	2	721-03-0005	PepperBall® TAC-SA PRO™ - Semi Auto - Yellow	1,125.00	\$	2,250.00USD
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11	2	743-03-0002	PepperBall® VKS PRO™ - Yellow Two Single Bundles - VKS - lead time 60 days	1,995.00	\$	3,990.00USD
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12	12	141-07-0050	PepperBall® 50ct INERT™ VXR™ 600 VXR Inert included in Bundles	0.00	\$	0.00USD
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Quotation

A Division of United Tactical Systems, LLC
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Sales Order Number: 0078683
 Sales Order Date: 5/1/2024
 Page: 4

B Olathe Police Department 0005932
 501 E. Highway 56
I Olathe, KS 66061
L USA
L ATTN:

S Olathe Police Department
 Attn: Officer Kris Raniag
H 501 E. Highway 56
I Olathe, KS 66061
P USA

Pmt Terms: Net 30 **Taxable:** N **Purchase Order:** Quote 042624
Salesperson: ODL **Ship Via:** FED EX GROUND
Expire Date: 6/1/2024 **FOB:**

Line #	Ordered	Part Number	Description	Price	UM	Ext Price
13	6	142-81-0050	PepperBall® VXR™ LIVE-X™ PAVA (OC) Powder Projectiles - 50 Count **U.S. Department of Commerce Controlled Commodity - Approved Export License Required for End Use Outside of the U.S.A. ** 300 VXR Live X included in Bundles	0.00	\$	0.00USD
Two free seats included in any PepperBall class with these bundles						
15	3	743-03-0002	PepperBall® VKS PRO™ - Yellow VKS Launchers - lead time 60 days	1,381.00	\$	4,143.00USD
16	3	100-01-0579	PepperBall® INERT™ Powder Projectiles - 3000 Ct.	2,003.00	\$	6,009.00USD
17	2	105-92-0090	PepperBall® 90ct Live Maxx RND PepperBall® Live Maxx™ Powder Projectiles - 90 Count	648.00	\$	1,296.00USD



Quotation

A Division of United Tactical Systems, LLC
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Sales Order Number: 0078683
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P USA

Pmt Terms: Net 30 **Taxable:** N **Purchase Order:** Quote 042624
Salesperson: ODL **Ship Via:** FED EX GROUND
Expire Date: 6/1/2024 **FOB:**

Line #	Ordered	Part Number	Description	Price	UM	Ext Price
18	1	920-01-0009	FTC PRO™/TAC-SA PRO™ Maintenance Kit	104.00	\$	104.00USD
19	1	920-01-0001	PepperBall® VKS PRO™ Maintenance Kit	99.00	\$	99.00USD
20	2	430-01-0182	PepperBall 50rd Hopper- BLK	27.00	\$	54.00USD
21	2	VKS-HP-KIT	PepperBall® VKS Hopper Adapter Kit	20.00	\$	40.00USD
22	2	112-01-0100	PepperBall® 100ct GlassBkr RND PepperBall® Glass Breaker Solid Projectiles - 100 Count	273.00	\$	546.00USD
Freight added for lines 10, 15-22 only						

Net Order: \$ 29,731.00
 Less Discount: \$ 0.00
 Freight: \$ 140.00
 Sales Tax: \$ 0.00
Order Total: \$ 29,871.00 USD



Olathe Police Department

501 East 56 Highway • Olathe, Kansas 66061

Michael S Butaud
Chief of Police

To: Chief Butaud

From: The Purchasing Department

The Olathe Police Department is granted permission by the Chief of Police, Mike Butaud, to utilize DEA seizure funds in the amount of \$29,871 (to PepperBall) and \$3,688.49 (to GT Distributors) to purchase 13 PepperBall non-lethal defense systems for critical incidents, non-lethal projectiles, 13 Red dots and 13 Tactical lights to use on the non-lethal rifles.

A handwritten signature in black ink, appearing to read "Mike Butaud", written over a horizontal line.

Chief Mike Butaud

5/10/2024

Date

"Serving, protecting and working with our community in a professional manner to prevent, reduce and solve crime"

Quote



ATHCO Acquisition Corp.
 13500 W. 108th St.
 Lenexa, KS 66215
 P: 800-255-1102 F: 913-469-8134
 athco@athcollc.com

Date: 4/18/2024
 All prices subject to acceptance within 30 days

Prepared by: **Matt Cline**

To accept this quote, sign here and return

TO: Josh Frandsen
 Sports Field Supervisor
 City of Olathe

[Signature]
 Payment Terms Net 30 days

Description	QTY	UNIT PRICE	TOTAL
Fair-Play BA-7100-2 LED Baseball Scoreboard, Wireless Receiver, and MP-80 Control and Case. NET PRICING PER GREENBUSH CONTRACT #20.6 ESC-PLAYGROUND-REC2021.	4	\$ 4,716.75	\$ 18,867.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
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		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

SUBTOTAL	\$ 18,867.00
INSTALLATION OPTION	\$ 13,500.00
FREIGHT	\$ 1,530.00
SALES TAX - N/A	\$ -
Quote Total	\$ 33,897.00

NOTES: 50% down payment due at time of order; balance to be invoiced upon completion. Install scope of work includes removal of (4) existing BA-7100 scoreboards, returning to Owner, mounting (4) new BA-7100-2 LED scoreboards, and connecting to existing electrical. Electrical modifications, if required, are not included. Assumes good access with bucket truck to each scoreboard location. Additional costs are possible without good access.

Owner responsible for relocating any utilities at footing locations

Assumes no rock at footing locations. Additional charges for labor and equipment rental will be incurred for removal of rock above or below grade.

Current "Tax Exemption Certificate" required when placing orders for materials only

Proposals with labor (installation/repairs) are subject to sales tax unless a "Project Tax Exemption Certificate" is provided when placing the order

All conditions in this proposal are to be accepted into any subcontract issued by a General Contractor

Thank you!

Description

The Southeast Kansas Education Service Center (Greenbush or SEKESC), on behalf of its eligible entities, invites qualified and experienced contractors to submit a proposal to provide the required supplies, materials, equipment, and labor to all eligible entities in one or more of the following categories: playground and recreational equipment, play and waterpark structures, surfacing materials, site furnishings, shelter structures, fitness equipment, locker room equipment and furnishings, and early childhood aids for teaching perception and motor skills.

If awarded a contract, the contract holder will be required to provide proposed pricing to any school district and/or other eligible entity in the state of Kansas and regional states in which they are qualified and have capacity to serve. Specifications contained herein.

Note that you are required to respond to this Request for Proposal (RFP) solicitation via Public Purchase. No hardcopy responses will be accepted. All required response documents are to be completed online or downloaded, completed and uploaded before the stated due date and time.

Responses must be submitted on or prior to the exact time and date set for bid response opening. The SEKESC will reject any bid response outright if the Vendor fails to deliver the bid response by the due date and time. Bid responses received late will not be reviewed and will be deemed non-responsive. Any hard copy bid responses that are submitted will be unopened and without review and returned at the submitting vendor's request and expense. Anyone who downloads the RFP documents and fails to submit a bid that is inclusive of all required documents shall be deemed as a No-Bid Response. SEKESC shall not be responsible for the malfunction of any or all submitted electronic components.

This is a negotiated procurement utilizing the request for proposal (RFP) method and, as such, price is not the only determining factor when making a final determination. Any award(s) will be contingent upon the submission of a responsive proposal that provides best value in achieving the values and goals of the SEKESC eligible entities and satisfying the requirements of the RFP.

Questions posted to this site prior to the time and date shown on the Timeline in the RFP will be responded to by SEKESC. For questions posted after this time, an answer cannot be assured. For all questions posted before the deadline, the SEKESC will provide and post responses on this website.

All questions from Offerors must be submitted online through Public Purchase. The SEKESC will not accept questions in any other format. All questions received will be available via Public Purchase. All Offerors will be automatically notified through email when the SEKESC responds to a question asked by an Offeror.

Offerors shall take responsibility to review and be familiar with all questions and responses posted on this website up through 2 business days prior to the bid opening and to make any necessary adjustments in the bid response accordingl

Response Requirements

Note that you are required to respond to this Request for Proposal (RFP) via Public Purchase. No hardcopy responses will be accepted. All required response documents are to be completed online or downloaded, completed and uploaded before the stated due date and time. SEKESC shall not be responsible for the malfunction of any or all submitted electronic components.

1. Preparation of the Bid Response

- a. All RFP signature forms and pricing worksheets shall be on the forms provided by the SEKESC. Vendor may provide minimum information requested in the specification and information that adds value to the proposal beyond the minimum requested information, on its own documents/files.
- b. RFP Bid Forms requiring signatures shall be signed by the person authorized to sign the response.
- c. In case of an error in extension of prices in the proposal, unit prices shall govern.
- d. Periods of time, stated as a number of days, shall be in calendar days, not business days.
- e. It is the responsibility of all Vendors to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a response.
- f. The Vendor's ability to follow the response preparation instructions set forth in this solicitation will also be considered to be an indicator of the Offeror's ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the SEKESC and a Vendor requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

2. Format of Bid Submittal

- a. Offerors will submit all documents, in their required formats, online via Public Purchase by the due date and time of the RFP.
- b. The Bid Security, if applicable, must be submitted following the guidelines mentioned the RFP.



INVITATION FOR BID

Container Carrier Hoist and Installation

Date of Issuance: **February 23, 2024**

Bid Number: **IFB-24-0044**

Response Deadline Date: **March 12, 2024**

Time: **11:00 A.M. (CST)**

Questions regarding this invitation should be directed to <http://app.negometrix.com/>
The deadline for receipt of questions from bidders is close of business on March 5, 2024

There will not be a public opening for this bid.

Supplier is submitting a firm bid which is not revocable for ninety (90) days.

Supplier is not submitting because _____

Bidder's Name: Eric Kelderman

Phone No.: 816-661-3286

Company Name: Truck Component Services

Fax No.: NA

Address: 403 E. Evergreen Rd.

Email: ekelderman@tlgtrucks.com

City, State, Zip: Strafford, MO 65757

City of Olathe, KS

Bid Tabulation

IFB-24-0044 - Container Carrier Hoist

March 12, 2024 - 11:00 AM

		Elliott Equipment Company	
Description	Quantity	Price	Total
Container Carrier Hoist and Installation	1	\$44,880.00	\$44,880.00



Truck Component Services	
Price	Total
\$42,695.00	\$42,695.00

11501 SHAWNEE MISSION PARKWAY • SHAWNEE, KANSAS 66203-0179
(913) 631-0000 • FAX (913) 268-6521
WWW.SHAWNEEMISSIONFORD.COM

March 15, 2024

Josh Wood
City of Olathe

Ford has implemented allocation by FIN Code

MACPP Pricing

2024 Ford F150 PI Crew Cab 4x4 5.5 Bed (W1P 145)

Exterior: Vermillion Red (E4)

Interior: Cloth Front 40 blank 40 / Vinyl Rear (PB)

Base Price:	\$46,228
Options:	
• Chrome Bumpers (17C)	\$164
• Cab Steps (18B)	\$232
• Badge Delete (41A)	\$NC
• Heated Mirrors (54R 59S)	\$500
• Fog Lamps (595)	\$132
• 18" Aluminum Wheels (64H)	\$442
• Remote Keyless Entry (67P)	\$319
• Trailer Brake Controller (67T)	\$255
• Privacy Glass (924)	\$included in base price
Total	\$48,272
Additional Options to consider:	
• Spray in bed liner	\$595
• Remote Start	\$499
• All Weather Floor Mats	\$250
• Factory All weather mats (47R)	\$182 (requires carpet flooring or Int Upgrade)
• Carpet Flooring (168)	\$137
• Interior Upgrade Package (19A XB)	\$555
Floor Console with column shifter	
Cloth Seats Front / Rear	
Floor Carpet	
	48,272 plus remote start- 48,771

Thank you for your time and interest.

Sincerely,

Jay Cooper

Government Fleet Sale





15629 Clayton Ave, Rosemount, MN, 55068

PHONE: 800-624-4764 FAX: 651-437-2272

WQ-10312744

Sell To:

Contact Name	Shari Pine	Ship To Name	City of Olathe KS
Bill To Name	City of Olathe KS	Ship To	1415 S Robinson Olathe, KS 66051 USA
Bill To	1415 S Robinson Olathe, KS 66051 USA	Quick Ship	<input type="checkbox"/>
Email	spine@olatheks.org		
Phone	(913) 971-9005		

Quote Information

Salesperson	Phillip Chiles	Expiration Date	6/16/2024
Salesperson Email	pchiles@wastequip.com	Quote Number	WQ-10312744
Salesperson Phone	(319) 371-4761		Please Reference Quote Number on all Purchase Orders

Product	Product Description	Quantity	Sales Price	Total Price
Container - MN - 125534	6 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	14.00	\$898.00	\$12,572.00
Container - MN - 125535	8 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	16.00	\$1,061.00	\$16,976.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$29,548.00
Shipping Terms	FOB Origin	Shipping	\$4,025.00
		Tax	\$0.00
		Grand Total	\$33,573.00

Additional Information

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Signatures



15629 Clayton Ave, Rosemount, MN, 55068

PHONE: 800-624-4764 FAX: 651-437-2272

WQ-10312744

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



TYR Tactical, LLC
 9330 N. 91st Ave
 Peoria AZ 85345

Bill To: City of Olathe
 501 E Old 56 Highway
 Police Headquarters
 Olathe KS 66061

Ship To: City of Olathe
 1200 S Harrison St
 Municipal Court
 Olathe KS 66061

United States of America

United States of America

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
672523000F	CITY OF OLATHE	GHEATH	GROUND FREIGHT	Net 30	7/19/2024	30,592
Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price
5		0	TYR-M-EPIC-FED-TXP3A-MD-BLK	TYR Tactical® Male EPIC Federal Outer Carrier, TXP3A, Medium, Black	\$ 1,271.56	\$ 6,357.8000
3		0	TYR-M-EPIC-FED-TXP3A-LG-BLK	TYR Tactical® Male EPIC Federal Outer Carrier, TXP3A, Large, Black; Includ	\$ 1,271.56	\$ 3,814.6800
1		0	PLACE HOLDER	TYR-M-EPIC-FED-TXP3A-XL-BLK	\$ 1,271.56	\$ 1,271.5600
10		10	TYR-XHA3/7-MD	TYR Tactical® LV III+ and Special Threat ICW LV II+, Medium	\$ 325.00	\$ 3,250.0000
6		6	TYR-XHA3/7-LG	TYR Tactical® LV III+ and Special Threat ICW LV II+, Large	\$ 325.00	\$ 1,950.0000
2		2	TYR-XHA3/7-XL	TYR Tactical® LV III+ and Special Threat ICW LV II+, XLarge	\$ 325.00	\$ 650.0000
9		9	TYR-LW109MV-TXP3A-BLK	TYR Tactical® MV Ballistic Lower Abdomen Platform, TXP3A, Black	\$ 161.46	\$ 1,453.1400
5		5	TYR-DBB002-LG-BLK	TYR Tactical® Base Belt-D with 2" Cobra Buckle, Large, Black	\$ 96.01	\$ 480.0500
4		4	TYR-DBB002-XL-BLK	TYR Tactical® Base Belt-D with 2" Cobra Buckle, XLarge, Black	\$ 96.01	\$ 384.0400
6		6	TYR-LP-BKBLB-TXP3A-LG-BLK	TYR Tactical® Low Profile Gunfighter® Belt, TXP3A, Large, Black, US Pat#8,3	\$ 424.96	\$ 2,549.7600
3		3	TYR-LP-BKBLB-TXP3A-XL-BLK	TYR Tactical® Low Profile Gunfighter® Belt, TXP3A, X Large, Black, US Pat#8	\$ 424.96	\$ 1,274.8800
9		9	TYR-CIDP-2.2X4-POLICE-BK/WHT	TYR Tactical® Custom ID Placard 2.2" X 4" POLICE, Black w/White Font, "POLI	\$ 12.71	\$ 114.3900
9		0	TYR-CIDP-2.5X8.75-POLICE-BLK/W	TYR Tactical® Custom ID Placard 2.5" X 8.75", POLICE, Black w/White Font,	\$ 13.56	\$ 122.0400
9		6	TYR-OD730-BLK	TYR Tactical® Ordnance/ Breaching Pouch - Horizontal Gas Mask, Black	\$ 47.56	\$ 428.0400
9		7	TYR-CM025-BLK	TYR Tactical® Motorola® Radio Pouch, Black	\$ 31.41	\$ 282.6900



Purchase Order No.		Customer ID		Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
672523000OF		CITY OF OLATHE		GHEATH	GROUND FREIGHT	Net 30	7/19/2024	30,592
Ordered	Shipped	B/O	Item Number	Description		Unit Price	Ext. Price	
9		9	TYR-MD001-BLK-SM	TYR Tactical® Medical Pouch - Small Cutaway IFAK, Black		\$ 33.96	\$ 305.6400	
18		18	TYR-CLPA004-H-BLK	TYR Tactical® Patented Combat Adjustable Happy Mag® Pistol Pouch, Black		\$ 42.46	\$ 764.2800	
18		18	TYR-CLPA003-H-BLK	TYR Tactical® Patented Combat Adjustable Happy Mag® Rifle Pouch (M4/762), B		\$ 50.96	\$ 917.2800	
9		0	TYR-OD021-BLK	TYR Tactical® Single Handcuff Pouch, Black		\$ 21.21	\$ 190.8900	
9		8	TYR-OD707-LR-BLK	TYR Tactical® Low Roll Pouch, Black		\$ 21.21	\$ 190.8900	

CMellick@OLATHEKS.ORG

Subtotal	\$ 26,752.0500
Misc	\$ 0.0000
Tax	\$ 0.0000
Freight	\$ 250.0000
Trade Discount	\$ 0.0000
Total	\$ 27,002.0500

CITY OF OLATHE PRICE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Wastequip Manufacturing Company LLC, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs solid waste Containers, and contracts with Vendor to supply the goods or services described in **Exhibit A**, attached hereto and incorporated hereing, 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 \$__. 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 (one to five) (1-5)-year contract with the option to renew for up to (max 5) additional one (1)-year 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 and agreed to in writing by Vendor.

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 in process, completed work in transit to City, and 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

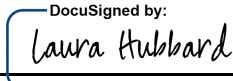
ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

Wastequip Manufacturing Company LLC

By:  _____
Laura P Hubbard, Director of
Municipal Sales
6525 Carnegie Blvd., Suite 300
Charlotte, NC 28211

CITY OF OLATHE
AGREEMENT RENEWAL

This Agreement Renewal (“Renewal”) made this 22nd day of February, 2024, by and between the City of Olathe (“City”) and TYR Tactical, LLC (“Vendor”) (collectively, the “Parties”).

WHEREAS, the City and Vendor have previously entered into an Agreement, dated November 4, 2022 (“the Agreement”), for Tactical Police Body Armor; and

WHEREAS, the Agreement was for a term of one (1) year;

WHEREAS, Section 1 of the Agreement provides that the Agreement may be renewed for up to two (2) additional years periods upon the written agreement of both parties; and

WHEREAS, the Agreement currently expired on October 31, 2023; and

WHEREAS, the Parties are desirous of renewing the Agreement.

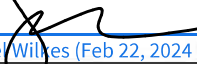
NOW THEREFORE, the Parties hereby agree as follows:


- A. The Agreement is hereby modified as follows: The specified items and actual cost are described in **Exhibit A**; and
- B. The Agreement, as modified, is hereby renewed for an additional term of two (2) years, commencing at the expiration of the current term on November 1, 2023.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full force and effect, except as specifically modified by any prior written renewals approved by the Parties and by this Renewal, including all policies of insurance which will cover the work authorized by this Renewal.


IN WITNESS WHEREOF, the Parties have caused this Renewal to be executed as of the day and year first above written.

CITY OF OLATHE, KANSAS

By: 
Michael Wilkes (Feb 22, 2024 16:45 CST)
City Manager

ATTEST:

City Clerk



APPROVED AS TO FORM:

Assistant City Attorney

TYR Tactical LLC.

By: 
Jane Beck, CCO
9330 N 91st Ave
Peoria, AZ 85345

TACTICAL POLICE BODY ARMOR

TYR Tactical® Quote

TYR TACTICAL® LLC

9330 N 91st Ave, Peoria, Arizona 85345 | Office: 623-240-1400 | Fax: 623-240-1428 | info@tyrtactical.com

WWW.TYRTACTICAL.COM

Account Executive

Gary Heath 832-309-5525 gary@tyrtactical.com



Quote #: [redacted]
Customer: City of Olathe, KS - Lisa Robbins
Email: arolathe@olatheks.org
Tel: 913-971-8925
Fax:

Wednesday, February 14, 2024
Sunday, April 14, 2024
PRICES ARE SUBJECT TO CHANGE AFTER EXPIRATION DATE.

QUOTE DATE:
EXPIRATION DATE:
OF DAYS QUOTE IS VALID

Table with columns: Item Number, Description, UOM, Color, Size, Qty, MSRP, \$Quoted Unit Price, \$US Total. Lists various tactical gear items like EPIC Male, Certified LV III+, MV Lower Abdomen Platform, etc.

SHIPPING ADDRESS:

WHEN PLACING YOUR ORDER PLEASE ENSURE THE QUOTE NUMBER, PART NUMBERS AND FULL ORDER DETAILS APPEAR ON THE PURCHASE ORDER(S). NOT DOING SO WILL DELAY ORDER PROCESSING.

Summary table with rows: Shipping Method, Payment Terms, Subtotal, Est. Shipping, Sales Tax, Total. Values include \$4,622.82.