

2nd Quarter Report 2019
Procurement \$25,000 to \$49,999

Project/Division Name	Project/Business Unit Number	Document Number	Date	Commodity or Service	Vendor	Amount	Selection Process
Lake Olathe Park Master Plan	4-C-002-15	318635	04/01/19	Olathe Lake Cabling	Enterprise Communications	\$40,209.25	Price Agreement
General Fund Operations	1001447	318638	04/01/19	Ammunition	Precision Delta Corporation	\$36,430.41	Sole Source
Major Park Redevelopment	4-C-020-17	318644	04/12/19	Lakeside Litter/bench/tables	Landscape Forms Inc	\$26,796.49	Cooperative Agreement
Lone Elm Park Phase II	4-C-003-07	318653	04/23/19	Solstice Umbrella/Tables	Landscape Forms Inc	\$27,872.14	Cooperative Agreement
Lone Elm Park Phase II	4-C-003-07	318657	04/23/19	Solstice Umbrella/Tables	Landscape Forms Inc	\$33,163.90	Cooperative Agreement
Vehicle Replacement	19-1573-15	318664	04/26/19	Aluminum contractor flatbed	American Equipment Co	\$31,943.00	Cooperative Agreement
Wastewater Treatment	3201599	318678	05/02/19	Vaughn Model S4K-071 Pump	Letts, Van Kirk & Associates	\$34,286.00	OEM Part
Major Park Redevelopment	4-C-020-15	318691	05/21/19	Banquet chairs for Lake Olathe	William P Peterson & Associates	\$33,415.44	Invitation for Bid
Vehicle Replacement	19-1750-18	318692	05/21/19	John Deere 4052M Tractor	Heritage Tractor	\$32,588.28	Cooperative Agreement
Wastewater Collection	3201596	318701	05/24/19	Kohler 150REZGC Generator	CK Power	\$37,193.62	Cooperative Agreement
Library Operations	2101999	700996	05/28/19	Library Security Services	Titan Protection & Consulting	\$36,714.40	Competition Exception Report
Water Production	3201591	318619	05/29/19	Equipment Repair Parts	SPX Flow US LLC	\$33,660.01	OEM Part
Website Outsource	7-C-012-14	700998	06/07/19	Website Services	Granicus LLC	\$27,902.70	Request for Proposal
Engineering Management Operations	3201515	701004	06/20/19	Water Rights Portfolio	Burns & McDonnell Engineering Co	\$49,453.00	Competition Exception Report
Blackbob Rd 159th to 175th	3-C-065-18	701008	06/27/19	159th to 175th Improvements	Olsson Associates	\$43,683.50	Competition Exception Report
Vehicle Replacement	18-1592-16	318741	07/01/19	Dakota 11Ft Crane Body	American Equipment Co	\$30,146.00	Cooperative Agreement



**PRICE AGREEMENT/CONTRACT
RENEWAL #1**

Contract for: **Data Cabling Work & Equipment**

Agreement Number: **18-0069**

Contract Specialist: Victoria Rand

Phone Number: 913-971-8926

Contract Period: **5/9/19-5/31/20**

Vendor Name/Number: Enterprise Communication Inc.

Contact: Jeff Jensen

Address: 993 NE Delta School Rd

Phone: O: 816-924-0500 C: 816-985-5775

Lee Summit, MO 64064

Email: jjensen@enterprisekc.com

Department: ITS

Project Number: SS-18-0069

Council Approval: N/A

Agenda Item: N/A

Payment Terms: Net 30

Accepts City's P-card: ☐ Yes ☒ No

Contract Items:

Item #	Item Code	Description	Qty	Unit	Price
1	LABOR KS	Hourly labor rate/Hr.	1	HR	\$50
2	LABOR OT	Hourly labor rate Over Time/Hr.	1	HR	\$75
3	LABOR SERVICE8 KS	Expedited/ Same Day Service Call Charge (added to Hourly Labor Rates)	1	EA	\$50
4	LABOR SERVICES 4 KS	Expedited/Emergency Service Call Charge < 4Hrs. (added to Hourly Labor Rates).	1	EA	\$75
5	COM 6504 BLUE	CAT6 Blue Jacket Reels 1000FT CMP	1	Box/1000FT	\$256
6	COM 65N4+BLUE	23-4P UTP-CMR SOL BC CAT6 FEP/FRPVC Blue Jacket Reels 1000FT PC	1	Box/1000FT	\$182
7	COM 10G4	CAT6A U/UTP Cable, Plenum, Blue Jacket	1	Box/1000FT	\$592
8	COM 10GN4	CAT6A U/UTP Cable, PVC, Blue Jacket	1	Box/1000FT	\$306
9	SYS 2061 BLUE	CAT6 Blue Plenum 108093360	1	Box/1000FT	\$394
10	SYS 2071 BLUE	CAT6 Blue Plenum 550 MHZ Gigaspeed	1	Box/1000FT	\$727
11	UNI UNP610-24P	Patch Panel 24-Port CAT6 110-MOD Black, 1U Uniprise	1	EA	\$193
12	UNI UNP610-48P	Patch Panel 48-Port CAT6 110-MOD Black, 2U Uniprise	1	EA	\$298
13	SYS 1100GS3-24	Gigaspeed XL Patch Panel 760062372	1	EA	\$375
14	SYS 1100GS3-48	Gigaspeed XL CAT6 Patch Panel	1	EA	\$593.75
15	CADDY LV1	Arlington Wall Caddy	1	EA	\$1.55
16	CADDY CAT3224	J-Hook, 2" DIA, 1/8"-1/4" Hammer-On, 360 Swivel	1	EA	\$4.60
17	UNI UNJ600-BL	CAT6 Jack Blue	1	EA	\$7.00
18	SYS M12L-246	Systimax M12L, M14L, M16L, Ivory, White, Gray & Black options	1	EA	\$1.75
19	SYS M101SMB-246	Systimax 1-Port Surface Mount Box	1	EA	\$2.70
20	SYS M102SMB-246	Systimax 2-Port Surface Mount Box	1	EA	\$3.25
21	SYS M104SMB-246	Systimax 4-Port Surface Mount Box	1	EA	\$3.70

****Note: If a technician has to leave another scheduled job site to assist the City in an emergency situation, charges will be billed at the Hourly Overtime Labor rate plus Expedited Services Charge (<4Hrs). ****

**** Labor pricing will be locked in for three years. Cabling will be renewed annually. ****

THE CITY OF OLATHE, KANSAS, acting through its City Council, contracts with the vendor named above to supply the goods or services listed in this document, as needed and as requested. The City shall have no financial obligation with

this agreement until an order is been placed. The Procurement Manager of the City of Olathe, Kansas, shall be the sole judge of the fulfillment of this contract. Upon any breach of this contract, the Procurement Manager shall have the option to declare this contract void. All modifications to this contract must be in writing and signed by the City's Procurement Manager.

All special conditions, detailed specifications, pricing, terms, and conditions of 18-0069 apply to this price agreement. It is agreed that goods and services delivered must comply with all federal, state, or local laws, and that the contractor shall defend actions or claims brought and hold harmless the City of Olathe from loss, cost, or damage.

All prices shall be F.O.B. delivery point, unless otherwise indicated. All delivery costs, surcharges, handling, and other charges must be disclosed in writing in the contractor's solicitation response. The City will not pay additional surcharges without 30-day prior notification and approval of Procurement Manager. Payment will be made upon completion of delivery of goods or services purchased and submission of invoices to the Accounts Payable Division at apolathe@olatheks.org, or FAX 913-971-8719

City of Olathe - Kansas Tax Exemption Number: KS6XLFHVA1 Expiration Date: October 1, 2020

CITY OF OLATHE

A handwritten signature in black ink, appearing to read "Amy Tharnish", with a stylized flourish at the end.

Amy Tharnish, CPA
Assistant Director of Finance Services

Date: 7/25/19

☐ **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: Vic Smith

Date: 3/18/19

Department Contact: Ang V

E1 Doc No.: 15958

Total Cost: 36,430.41

COMMODITY/SERVICE DESCRIPTION:

Winchester Ammunition - Precision Delta Corp.

CER/SOLE SOURCE JUSTIFICATION:

Winchester ammunition is used by the officers of the Olathe Police. Precision Delta Corp. is the sole distributor for Kansas. (L2W Enforcement grade)

Approved: [Signature] (Department Director)

Approved: [Signature] (Procurement Manager)

Over \$25,000:
Approved: [Signature] (City Manager)

Attach a copy of completed, signed form to requisition or department purchase order.

Quote

Date: 03/28/2019
LF Quote#: 0000278371

PO#:

Project: Lake Olathe Site Furnishings

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnely
PO Box 768
Olathe, KS 66051-0768

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577

Ship To: Olathe Parks and Recreation
ATTN: Josh Hockensmith
2400 W. Golf Course Rd
Olathe, KS 66061

Ship To Contact Phone: 913-278-2964

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description	Unit Price	Total Price
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CONTRACT: NCPA 07-53

When ordering please confirm:

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

___ Ship immediately upon completion

OR Ship On/After the date:_____

8	Lakeside Litter Style: <i>Side Opening</i> Options: <i>None</i> Material: <i>Grass Panel Design</i> Powdercoat Color: <i>Mercury</i>	\$ 1,103.15	\$ 8,825.20
3	Rest Bench Style: <i>Backless</i> Insert Material: <i>Jarrah no finish (exterior use only)</i> Mounting: <i>Freestanding</i> Arm Divider Option: <i>None</i> Frame Color: <i>Mercury</i>	\$ 1,318.50	\$ 3,955.50
1	Carousel Table Height: <i>Dining Height</i> Number of Seats: <i>6 Seat</i> Seat Style: <i>Backed Perf</i> Mounting: <i>Freestanding</i> Table Top Style: <i>Special Table</i> Table Shape: <i>Round</i> Table Size: <i>Special Size</i> Umbrella Hole: <i>With Hole</i>	\$ 2,672.16	\$ 2,672.16

Page: 1 of 5

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscape Forms Customer Service

Purchaser

Seller

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Quote

Date: 03/28/2019
LF Quote#: 0000278371

PO#:

Project: Lake Olathe Site Furnishings

Bill To: Olathe Parks and Recreation
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Olathe, KS 66061

Ship To Contact Phone: 913-278-2964

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description	Unit Price	Total Price
	Seat Color: <i>Mercury</i> Support Color: <i>Mercury</i>		
	CR999-06009-FS: Carousel with 6 backed perforated seats. 42" perforated powdercoated Catena table with umbrella hole. Freestanding support. Table color: Seat/support color:		
1	Carousel Table Height: <i>Dining Height</i> Number of Seats: <i>5 Seat</i> Seat Style: <i>Backed Perf</i> Mounting: <i>Freestanding</i> Table Top Style: <i>Special Table</i> Table Shape: <i>Round</i> Table Size: <i>Special Size</i> Umbrella Hole: <i>With Hole</i> Seat Color: <i>Mercury</i> Support Color: <i>Mercury</i>	\$ 2,672.16	\$ 2,672.16
	CR999-06010-FS: Carousel with 5 backed perforated seats. 42" perforated powdercoated Catena table with umbrella hole. Freestanding support. Table color: Seat/support color:		
3	Carousel Table Height: <i>Dining Height</i> Number of Seats: <i>4 Seat</i> Seat Style: <i>Backed Perf</i> Mounting: <i>Freestanding</i> Table Top Style: <i>Special Table</i> Table Shape: <i>Round</i>	\$ 2,030.49	\$ 6,091.47

Page: 2 of 5

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Quote

Date: 03/28/2019
LF Quote#: 0000278371

PO#:

Project: Lake Olathe Site Furnishings

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnely
PO Box 768
Olathe, KS 66051-0768

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Kalamazoo, MI 49048-9543
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Ship To: Olathe Parks and Recreation
ATTN: Josh Hockensmith
2400 W. Golf Course Rd
Olathe, KS 66061

Ship To Contact Phone: 913-278-2964

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description	Unit Price	Total Price
	Table Size: <i>Special Size</i>		
	Umbrella Hole: <i>With Hole</i>		
	Seat Color: <i>Mercury</i>		
	Support Color: <i>Mercury</i>		

CR999-06034-PERF-FS: Carousel with 4 backed perforated seats. 42" perforated powdercoated Catena table with umbrella hole. Freestanding support. Table color: Seat/support color:

Item Total	\$ 24,216.49
Shipping & Handling	\$ 2,580.00
Sub Total	\$ 26,796.49
Estimated Tax	\$ 0.00
Document Total	\$ 26,796.49

Payment Terms: NET 30 - PENDING CRED APPROVAL

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.

Page: 3 of 5

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Date: 03/28/2019
LF Quote#: 0000278371

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Bill To: Olathe Parks and Recreation
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Ship Via: Common Carrier

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- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to one year from receipt of the order. Changes in quantity or specification may affect pricing.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Mail payments to:

Page: 4 of 5

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Quote

Date: 03/28/2019
LF Quote#: 0000278371
PO#:

Project: Lake Olathe Site Furnishings

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnely
PO Box 768
Olathe, KS 66051-0768

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ATTN: Josh Hockensmith
2400 W. Golf Course Rd
Olathe, KS 66061

Ship To Contact Phone: 913-278-2964

Ship Via: Common Carrier

F.O.B.: Destination

USD Checks

Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques

Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Page: 5 of 5

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscape Forms Customer Service

Purchaser

Seller

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Quote

Date: 04/11/2019
LF Quote#: 0000278389

PO#:

Project: Lone Elm Park

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnelly
PO Box 768
Olathe, KS 66051-0768

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577

Ship To: Olathe Parks and Recreation - Lone Elm Soccer
Complex
ATTN: Lisa Donnelly 816-728-3451
20907 W. 167th St.
Olathe, KS 66062

Ship To Contact Phone: 913-971-8613

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description	Unit Price	Total Price
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CONTRACT: NCPA 07-53

When ordering please confirm:

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

____Ship immediately upon completion
OR Ship On/After the date:_____

Delivery to Soccer Complex

5	Solstice Umbrella Style: <i>Cygnus</i> Panel Type: <i>Perforated</i> Mounting: <i>Table Mount</i> Pole/Strut/Stand/Top Cap Color: <i>Mercury</i> Panel Color: <i>Mercury</i>	\$ 2,751.27	\$ 13,756.35
2	Carousel Table Height: <i>Dining Height</i> Number of Seats: <i>6 Seat</i> Seat Style: <i>Backed Perf</i> Mounting: <i>Surface Mount</i> Table Top Style: <i>Special Table</i> Table Shape: <i>Round</i> Table Size: <i>Special Size</i> Umbrella Hole: <i>With Hole</i> Seat Color: <i>Mercury</i> Support Color: <i>Mercury</i>	\$ 2,672.16	\$ 5,344.32

Page: 1 of 4

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscape Forms Customer Service

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Quote

Date: 04/11/2019
LF Quote#: 0000278389

PO#:

Project: Lone Elm Park

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnelly
PO Box 768
Olathe, KS 66051-0768

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ATTN: Lisa Donnelly 816-728-3451
20907 W. 167th St.
Olathe, KS 66062

Ship To Contact Phone: 913-971-8613

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description	Unit Price	Total Price
	CR999-06009: Carousel with 6 backed perforated seats. 42" perforated powdercoated Catena table with umbrella hole. Surface-mount support. Table color: Seat/support color:		
2	Carousel Table Height: <i>Dining Height</i> Number of Seats: <i>4 Seat</i> Seat Style: <i>Backed Perf</i> Mounting: <i>Surface Mount</i> Table Top Style: <i>Special Table</i> Table Shape: <i>Round</i> Table Size: <i>Special Size</i> Umbrella Hole: <i>With Hole</i> Seat Color: <i>Mercury</i> Support Color: <i>Mercury</i>	\$ 2,030.49	\$ 4,060.98
	CR999-06034-PERF: Carousel with 4 backed perforated seats. 42" perforated powdercoated Catena table with umbrella hole. Surface-mount support. Table color: Seat/support color:		
1	Carousel Table Height: <i>Dining Height</i> Number of Seats: <i>3 Seat</i> Seat Style: <i>Backed Perf</i> Mounting: <i>Surface Mount</i> Table Top Style: <i>Special Table</i> Table Shape: <i>Round</i> Table Size: <i>Special Size</i> Umbrella Hole: <i>With Hole</i> Seat Color: <i>Mercury</i>	\$ 2,030.49	\$ 2,030.49

Page: 2 of 4

Cust #: 62757
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Landscape Forms Customer Service

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Quote

Date: 04/11/2019
LF Quote#: 0000278389

PO#:

Project: Lone Elm Park

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnelly
PO Box 768
Olathe, KS 66051-0768

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7800 E. Michigan Avenue
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Federal I.D.# 38-1897577

Ship To: Olathe Parks and Recreation - Lone Elm Soccer
Complex
ATTN: Lisa Donnelly 816-728-3451
20907 W. 167th St.
Olathe, KS 66062

Ship To Contact Phone: 913-971-8613

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description	Unit Price	Total Price
	Support Color: <i>Mercury</i>		
	CR999-06033-PERF: Carousel with 3 backed perforated seats. 42" perforated powdercoated Catena table with umbrella hole. Surface-mount support. Table color: Seat/support color:		
Item Total			\$ 25,192.14
Shipping & Handling			\$ 2,680.00
Sub Total			\$ 27,872.14
Estimated Tax			\$ 0.00
Document Total			\$ 27,872.14

Payment Terms: NET 30 - PENDING CRED APPROVAL

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- Prices based on quantities shown and quantity changes may affect price.

Page: 3 of 4

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscape Forms Customer Service

Purchaser

Seller

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Quote

Date: 04/11/2019
LF Quote#: 0000278389

PO#:

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Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnelly
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Olathe, KS 66062

Ship To Contact Phone: 913-971-8613

Ship Via: Common Carrier

F.O.B.: Destination

- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to one year from receipt of the order. Changes in quantity or specification may affect pricing.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Mail payments to:

USD Checks

Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques

Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Page: 4 of 4

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 04/11/2019
LF Quote#: 0000279512

PO#:

Project: Lone Elm Park

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnelly
PO Box 768
Olathe, KS 66051-0768

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapiforms.com
Federal I.D.# 38-1897577

Ship To: Olathe Parks and Recreation - Lone Elm Softball Complex
ATTN: Lisa Donnelly 816-728-3451
16905 S. Lone Elm Rd
Olathe, KS 66062

Ship To Contact Phone: 913-971-8613

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description	Unit Price	Total Price
-----	-------------	------------	-------------

CONTRACT: NCPA 07-53

When ordering please confirm:

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

____Ship immediately upon completion
OR Ship On/After the date:_____

Delivery to Softball Complex

6	Solstice Umbrella Style: <i>Cygnus</i> Panel Type: <i>Perforated</i> Mounting: <i>Table Mount</i> Pole/Strut/Stand/Top Cap Color: <i>Mercury</i> Panel Color: <i>Mercury</i>	\$ 2,751.27	\$ 16,507.62
2	Carousel Table Height: <i>Dining Height</i> Number of Seats: <i>6 Seat</i> Seat Style: <i>Backed Perf</i> Mounting: <i>Surface Mount</i> Table Top Style: <i>Special Table</i> Table Shape: <i>Round</i> Table Size: <i>Special Size</i> Umbrella Hole: <i>With Hole</i> Seat Color: <i>Mercury</i> Support Color: <i>Mercury</i>	\$ 2,672.16	\$ 5,344.32

Page: 1 of 4

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscapiforms Customer Service

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landscapiforms®

Quote

Date: 04/11/2019
LF Quote#: 0000279512

PO#:

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Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnelly
PO Box 768
Olathe, KS 66051-0768

CORPORATE

7800 E. Michigan Avenue
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Ship To: Olathe Parks and Recreation - Lone Elm Softball
Complex
ATTN: Lisa Donnelly 816-728-3451
16905 S. Lone Elm Rd
Olathe, KS 66062

Ship To Contact Phone: 913-971-8613

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description	Unit Price	Total Price
	CR999-06009: Carousel with 6 backed perforated seats. 42" perforated powdercoated Catena table with umbrella hole. Surface-mount support. Table color: Seat/support color:		
3	Carousel Table Height: <i>Dining Height</i> Number of Seats: <i>4 Seat</i> Seat Style: <i>Backed Perf</i> Mounting: <i>Surface Mount</i> Table Top Style: <i>Special Table</i> Table Shape: <i>Round</i> Table Size: <i>Special Size</i> Umbrella Hole: <i>With Hole</i> Seat Color: <i>Mercury</i> Support Color: <i>Mercury</i>	\$ 2,030.49	\$ 6,091.47
	CR999-06034-PERF: Carousel with 4 backed perforated seats. 42" perforated powdercoated Catena table with umbrella hole. Surface-mount support. Table color: Seat/support color:		
1	Carousel Table Height: <i>Dining Height</i> Number of Seats: <i>3 Seat</i> Seat Style: <i>Backed Perf</i> Mounting: <i>Surface Mount</i> Table Top Style: <i>Special Table</i> Table Shape: <i>Round</i> Table Size: <i>Special Size</i> Umbrella Hole: <i>With Hole</i> Seat Color: <i>Mercury</i>	\$ 2,030.49	\$ 2,030.49

Page: 2 of 4

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 04/11/2019
LF Quote#: 0000279512

PO#:

Project: Lone Elm Park

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnelly
PO Box 768
Olathe, KS 66051-0768

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapiforms.com
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Ship To: Olathe Parks and Recreation - Lone Elm Softball Complex
ATTN: Lisa Donnelly 816-728-3451
16905 S. Lone Elm Rd
Olathe, KS 66062

Ship To Contact Phone: 913-971-8613

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description	Unit Price	Total Price
	Support Color: <i>Mercury</i>		
	CR999-06033-PERF: Carousel with 3 backed perforated seats. 42" perforated powdercoated Catena table with umbrella hole. Surface-mount support. Table color: Seat/support color:		
Item Total			\$ 29,973.90
Shipping & Handling			\$ 3,190.00
Sub Total			\$ 33,163.90
Estimated Tax			\$ 0.00
Document Total			\$ 33,163.90

Payment Terms: NET 30 - PENDING CRED APPROVAL

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.

Page: 3 of 4

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 04/11/2019
LF Quote#: 0000279512

PO#:

Project: Lone Elm Park

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnelly
PO Box 768
Olathe, KS 66051-0768

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577

Ship To: Olathe Parks and Recreation - Lone Elm Softball
Complex
ATTN: Lisa Donnelly 816-728-3451
16905 S. Lone Elm Rd
Olathe, KS 66062

Ship To Contact Phone: 913-971-8613

Ship Via: Common Carrier

F.O.B.: Destination

- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to one year from receipt of the order. Changes in quantity or specification may affect pricing.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Mail payments to:

USD Checks

Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques

Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Page: 4 of 4

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®



EQUIPMENT CO.

3250 Harvester Road

Kansas City, Kansas 66115

(Phone) 913-342-1450 (Fax) 913-342-1377

sales@americanequipment.us

QUOTATION

DATE	Quotation #
1/27/2019	012719/56RK

NAME / ADDRESS
City of Olathe Accounting Division P. O. Box 768 Olathe, KS 66051-0768

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #
	Due on Rece...	REK		913-971-6020	913-971-9491
QTY	ITEM	DESCRIPTION	U/M	COST	Total
1	300	Pricing based on City of Kansas City, MO Contract #EV2260: 12' x 96" Aluminum contractor flatbed with spray rig: <ul style="list-style-type: none">- fold down sides with single handle design- front headache rack with window protector- rear rack to support arrowboard with brace to front rack- LED arrow board mounted on back- LED mini lightbar on headache rack- Surface mount LED strobes in grill and on rear of bed- soldered and heat shrink all connections- ladder to be installed on passenger side or rear mounted to inside of fold down side with grab handle- mudflaps mounted behind rear tires- cone rack to store safety cones 1,035 gallon poly water tank mounted to floor of bed <ul style="list-style-type: none">- 8hp Honda gas engine water pump with electric start mounted in cab- 2" fill capacity with city-supplied water meter stored driver side- drain valves at hose reels- camlock coupler at rear of tank for drain and filling other tanks- (2) ReelCraft electric hose reels with 150' of hose mounted on passenger side as far forward as as close together as possible.- (2) ReelCraft electric reel with 150' hose facing out rear of bed- brass shut off valves at each hose reel, between fill hose and		31,943.00	31,943.00
Quoted by Ryan Keith				Total	



EQUIPMENT CO.
3250 Harvester Road
Kansas City, Kansas 66115
(Phone) 913-342-1450 (Fax) 913-342-1377
sales@americanequipment.us

QUOTATION

DATE	Quotation #
1/27/2019	012719/56RK

NAME / ADDRESS
City of Olathe Accounting Division P. O. Box 768 Olathe, KS 66051-0768

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #		
	Due on Rece...	REK		913-971-6020	913-971-9491		
QTY	ITEM	DESCRIPTION			U/M	COST	Total
		working plumbing, between pump and tank that still allows tank to be filled when it is in the "off" position - fluid filled pressure gauge and pressure regulator - fixed nozzle mounted on passenger side of flatbed .- Installation					
Quoted by Ryan Keith				Total		\$31,943.00	

This quote is valid for 30 days. Applicable taxes not included.

Letts, Van Kirk & Associates

Municipal Pumps & Equipment

April 14, 2019

Dept. of Public Works / City of Olathe, Kansas
245915 W. 119th Street
Olathe, KS 66051-0768

Attn: Bart Rehagen

Subject: BNR Process / Vaughan Submersible Chopper Pumps

Dear Mr. Rehagen,

We are pleased to provide replacement the following equipment as detailed below.

Prices are based on reusing the reuse existing Flowserve discharge elbow and guide rail system. Proposal is based on utilizing guide flange from existing pumps to be removed and mounted Vaughan units.

275GPM @ 10.5FT

Quantity One (1) – Vaughan model S4K-071 (4") standard fitted submersible chopper pump complete with RC 60 impeller, cutter bar, upper cutter and cutter nut, mechanical seal with TC faces, separate bearing housing for long bearing life with oil lubricated bearings, 5HP @ 1200RPM explosion proof submersible motor equipped with moisture and thermal sensors, 50FT of power and control cable, rated 3/60/460V with standard factory coating.

Total price FOB factory, freight allowed to Olathe, Kansas..... \$13,928 each.

Optional moisture and over-temperature relays, add \$475 per EACH UNIT.

730GPM @ 10.5FT

Quantity One (1) – Vaughan model S6U-088 (6") standard fitted submersible chopper pump complete with RC 60 impeller, cutter bar, upper cutter and cutter nut, mechanical seal with TC faces, separate bearing housing for long bearing life with oil lubricated bearings, 5HP @ 900RPM explosion proof submersible motor equipped with moisture and thermal sensors, 50FT of power and control cable, rated 3/60/460V with standard factory coating.

Total price FOB factory, freight allowed to Olathe, Kansas..... \$19,408 each.

Optional moisture and over-temperature relays, add \$475 per EACH UNIT.

Not Included: Discharge base elbow, upper guide bracket, controls, removal, installation, assembly, disassembly, loading, unloading or start-up.

Prices are based on Vaughan standard terms and conditions.

Prices are firm 30 days from the date of this proposal.

We appreciate the opportunity to provide this proposal. Please let us know if there are any question regarding this information.

Sincerely,

Jeff Selby

Jeff Selby / Letts Van Kirk

5600 INLAND DRIVE, KANSAS CITY, KS 66106
913-287-3900
800-627-7800
913-287-6641 FAX

IFB #19-0095 - Banquet Chairs
2019-04-30 09:00 AM CDT

					Douglas Food Stores Inc Bluefield, WV		WILLIAM P. PETERSON & ASSOCIATES, INC. Salt Lake City, UT		HCONE international IMPEX LLC Houston, PA		J & N Enterprises Independence, MO	
Item No.	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2125 RFP-RGG Stacking Chair, NO SUBSTITUTE Brand	Daniel Paul Chairs	228	each	\$165.60	\$37,620.00	\$139.98	\$31,915.44	\$186.24	\$42,462.72	\$173.23	\$39,496.44
	Item Vendor Ref Number				Daniel Paul Chairs							
2	2125 RFP-RGG Stacking Chair	Shipping and Delivery Estimate	1	each	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$5,235.86	\$5,235.86	\$0.01	\$0.01
					\$40,620.00		\$33,415.44		\$47,698.58		\$39,496.45	

Recommended Award

Quote Id: 18623060

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Heritage Tractor, Inc.
19905 W 157th Street
Olathe, KS 66062
913-529-2376
hti@heritagetractor.com

Prepared For:

Olathe Parks & Recreation Dept



Proposal For:

Delivering Dealer:

Joe Hannon

Heritage Tractor, Inc.
19905 W 157th Street
Olathe, KS 66062

hti@heritagetractor.com

Quote Prepared By:

Joe Hannon
jhannon@heritagetractor.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
19905 W 157th Street
Olathe, KS 66062
913-529-2376
hti@heritagetractor.com

Quote Summary
Prepared For:

Olathe Parks & Recreation Dept
Paul Hecker
200 W Santa Fe St
Olathe, KS 66061
Mobile: 913-207-1323

Delivering Dealer:

Heritage Tractor, Inc.
Joe Hannon
19905 W 157th Street
Olathe, KS 66062
Phone: 913-529-2376
jhannon@heritagetractor.com

AGENCY PICK UP

Quote ID: 18623060
Created On: 04 December 2018
Last Modified On: 07 May 2019
Expiration Date: 25 January 2019

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 4052M Compact Utility Tractor (40 PTO hp) - 1LV4052MCKK103865 Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22) Price Effective Date: December 17, 2018	\$ 39,698.50	\$ 32,354.27 X	1 =	\$ 32,354.27
Frontier AP12F Fixed Pallet Fork for Current 200/300/400/500 Series Carrier - 1XFAP12FJJ0050603 Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22) Price Effective Date: December 18, 2018	\$ 1,161.00	\$ 946.21 X	1 =	\$ 946.21
Frontier RT1173 - 73 In. Standard Duty Rotary Tiller - 1XFRT11XCJ0182067 Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22) Price Effective Date: December 18, 2018	\$ 4,515.00	\$ 3,679.72 X	1 =	\$ 3,679.72
Frontier HS2001 - 3-Point Single Tine Hay Spear - 1XFHS20XHK0006205 Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22) Price Effective Date: January 4, 2019	\$ 390.00	\$ 317.85 X	1 =	\$ 317.85
JOHN DEERE MX6 Lift-Type Rotary Cutter - 540 RPM PTO Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22) Price Effective Date: May 7, 2019	\$ 3,497.00	\$ 2,640.23 X	1 =	\$ 2,640.23

Salesperson : X _____

Accepted By : X _____

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
19905 W 157th Street
Olathe, KS 66062
913-529-2376
hti@heritagetractor.com

Equipment Total	\$ 39,938.28
------------------------	---------------------

Trade In Summary	Qty	Each	Extended
2006 JOHN DEERE 3720 - LV3720H280758	1	\$ 7,000.00	\$ 7,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 7,000.00
JOHN DEERE 655 56" TILLER	1	\$ 250.00	\$ 250.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 250.00
JOHN DEERE AP12 PALLET FORKS	1	\$ 100.00	\$ 100.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 100.00
Trade In Total			\$ 7,350.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 39,938.28
Trade In	\$ (7,350.00)
SubTotal	\$ 32,588.28
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 32,588.28
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 32,588.28

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 18623060

Customer Name: OLATHE PARKS & RECREATION DEPT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
19905 W 157th Street
Olathe, KS 66062
913-529-2376
hti@heritagetractor.com

JOHN DEERE 4052M Compact Utility Tractor (40 PTO hp) -

Stock Number: 224244

Suggested List *
Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22)

\$ 39,698.50
Price Effective Date: December 17, 2018

Selling Price *
\$ 32,354.27

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0351LV	4052M Compact Utility Tractor (40 PTO hp)	1	\$ 30,780.00	18.50	\$ 5,694.30	\$ 25,085.70	\$ 25,085.70
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro	1	\$ 1,139.00	18.50	\$ 210.72	\$ 928.28	\$ 928.28
1701	Factory Installed Loader with Bucket	1	\$ 6,167.00	18.50	\$ 1,140.90	\$ 5,026.10	\$ 5,026.10
2000	Open Station with Standard Seat	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
4061	Less iMatch Quick Hitch Category 1	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
4310	Rear Drawbar	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
5090	Less Wheel Spacer	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
5240	16.9-24 (6PR, R4 Industrial, 2 Position)	1	\$ -42.00	18.50	\$ -7.77	\$ -34.23	\$ -34.23
6240	10-16.5 (6PR, R4 Industrial, 2 Position)	1	\$ 140.00	18.50	\$ 25.90	\$ 114.10	\$ 114.10
Standard Options Total			\$ 7,404.00		\$ 1,369.75	\$ 6,034.25	\$ 6,034.25
Dealer Attachments/Non-Contract/Open Market							
BLV10050	4th and 5th Selective Control Valve Kit (OOS Only)	1	\$ 918.50	18.50	\$ 169.92	\$ 748.58	\$ 748.58
HVBUCKET	HIGH VOLUME BUCKET. 73"	1	\$ 530.00	18.50	\$ 98.05	\$ 431.95	\$ 431.95
BLV10640	Engine Coolant Heater Kit (110 Volt)	1	\$ 66.00	18.50	\$ 12.21	\$ 53.79	\$ 53.79
Dealer Attachments Total			\$ 1,514.50		\$ 280.18	\$ 1,234.32	\$ 1,234.32

Selling Equipment

Quote Id: 18623060

Customer Name: OLATHE PARKS & RECREATION DEPT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
19905 W 157th Street
Olathe, KS 66062
913-529-2376
hti@heritagetractor.com

Value Added Services	\$ 0.00	\$ 0.00	\$ 0.00
Total			
Suggested Price			\$ 32,354.27
Total Selling Price	\$ 39,698.50	\$ 7,344.23	\$ 32,354.27

Frontier AP12F Fixed Pallet Fork for Current 200/300/400/500 Series Carrier -
Stock Number: 238041

Suggested List *
Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22)

\$ 1,161.00
Price Effective Date: December 18, 2018

Selling Price *
\$ 946.21

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2153XF	AP12F Fixed Pallet Fork for Current 200/300/400/500 Series Carrier	1	\$ 1,120.00	18.50	\$ 207.20	\$ 912.80	\$ 912.80
Standard Options - Per Unit							
1010	48 In. Pallet Tine	1	\$ 41.00	18.50	\$ 7.59	\$ 33.41	\$ 33.41
Standard Options Total			\$ 41.00		\$ 7.59	\$ 33.41	\$ 33.41
Suggested Price							\$ 946.21
Total Selling Price			\$ 1,161.00		\$ 214.79	\$ 946.21	\$ 946.21

Frontier RT1173 - 73 In. Standard Duty Rotary Tiller - 1XFRT11XCJ0182067
Stock Number: 224229

Suggested List *
Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22)

\$ 4,515.00
Price Effective Date: December 18, 2018

Selling Price *
\$ 3,679.72

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
135BXF	RT1173 - 73 In. Standard Duty Rotary Tiller	1	\$ 4,515.00	18.50	\$ 835.28	\$ 3,679.72	\$ 3,679.72

Selling Equipment

Quote Id: 18623060

Customer Name: OLATHE PARKS & RECREATION DEPT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
19905 W 157th Street
Olathe, KS 66062
913-529-2376
hti@heritagetractor.com

Suggested Price					\$ 3,679.72
Total Selling Price		\$ 4,515.00	\$ 835.28	\$ 3,679.72	\$ 3,679.72

Frontier HS2001 - 3-Point Single Tine Hay Spear - 1XFHS20XHK0006205

Stock Number: 222931

Suggested List *
Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22)

\$ 390.00
Selling Price *
Price Effective Date: January 4, 2019

\$ 317.85

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2280XF	HS2001 - 3-Point Single Tine Hay Spear	1	\$ 390.00	18.50	\$ 72.15	\$ 317.85	\$ 317.85

Suggested Price					\$ 317.85
Total Selling Price		\$ 390.00	\$ 72.15	\$ 317.85	\$ 317.85

JOHN DEERE MX6 Lift-Type Rotary Cutter - 540 RPM PTO

Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22)

Suggested List *
\$ 3,497.00
Price Effective Date: May 7, 2019

Selling Price *
\$ 2,640.23

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2144P	MX6 Lift-Type Rotary Cutter - 540 RPM PTO	1	\$ 3,497.00	24.50	\$ 856.77	\$ 2,640.23	\$ 2,640.23

Suggested Price					\$ 2,640.23
Total Selling Price		\$ 3,497.00	\$ 856.77	\$ 2,640.23	\$ 2,640.23

KOHLER[®] Power Systems

444 Highland Drive, MS 072, Kohler, WI 53044
Phone: 920-457-4441
Visit us at KohlerPower.com
www.kohlerpower.com

Job Name: City of Olathe 125kw LP

Quote Number: 0026539368

Version 1.0

04/30/2019

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To: Shari Pine
City of Olathe

From: Michelle Buzzetta
Sales Administration Manager
Western Diesel Services
1100 Research Blvd
St Louis, MO 63132
P: 314-868-8620 F:
mb@ckpower.com

Generator

Kohler Model: 150REZGC

This LP vapor generator set equipped with a 4R13X alternator operating at 277/480 volts is rated for 137 kW/171 kVA. Output
amperage: 206.

Qty	Description
	150REZGC Generator System
1	150REZGC Generator Set
	Includes the following:
	Literature Languages English
	Approvals and Listings UL2200 Listing/cUL Genset List
	Engine 150REZGC,LP Vapor
	Nameplate Rating Standby 130C Rise
	Voltage 60Hz, 277/480V, Wye, 3Ph, 4W
	Alternator 4R13X
	Cooling System Unit Mounted Radiator, 50C
	Skid and Mounting Skid, 44"
	Air Intake Standard Duty
	Controller APM402
	Enclosure Type Sound
	Enclosure Material Steel

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	Starting Aids, Installed	1800W,110-120V
	Electrical Accy.,Installed	Battery, 1/12V, Wet
	Electrical Accy.,Installed	Battery Charger, 10A
	Electrical Accy.,Installed	2 Input/5 OutputModule
	Rating, LCB 1	100% Rated
	Amps, LCB 1	200
	Trip Type, LCB 1	Thermal Magnetic
	Interrupt Rating LCB 1	18kA at 480V
	Fuel System Acc.,Installed	Additional Gas Solenoid Valve
	Miscellaneous Accy.,Installed	Air Cleaner Restriction Ind.
	Miscellaneous Accy.,Installed	Coolant in Genset
	Miscellaneous Accy.,Installed	Rodent Guards
	Warranty	5 Year Comprehensive
1	Flexible Fuel Line (Nat/LP)	
1	CCV Heater	
1	Lit Kit, General Maintenance, 150REZGC	

OFFER TOTAL SELL PRICE: \$37,193.62

This pricing includes freight from the factory and start up services by CK Power.

Price does not include any applicable taxes or installation

OFFER ACCEPTANCE

I hereby authorize Western Diesel Services to use this form as a bona fide purchase order of the equipment shown on Offer Number: 0026539368, which clearly establishes definite price and specifications of material ordered. The person signing is doing so

KOHLER® Power Systems

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KOHLER[®] Power Systems

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according to the terms and conditions.

Proposed by:

Company: Western Diesel Services

Print Name: Michelle Buzzetta

Title: Sales Administration Manager

Signature: _____

Date: _____

Accepted by:

Company: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

PO Number: _____



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: Victoria Smith

Date: 3/1/19

Department Contact: Emily Baker E1 Doc No.: _____ Total Cost: \$47,500/year

COMMODITY/SERVICE DESCRIPTION:

Titan Protection is a security guard company that provides thorough, affordable protection that discourages criminal activity and gives clients peace of mind. Services from Titan Protection would be acquired for both library locations on a month-to-month, as needed basis at this time.

Olathe Public Library, 201 E. Park St, Olathe, KS 66061

Tier 2 – armed security guard

Monday – Thursday 9:00 – 5:00 pm

Friday 10:00 – 6:00 pm

Indian Creek Library, 13511 S. Mur-Len, Suite 129, Olathe, KS 66062

Tier 1 – armed security guard

Monday 9:00 – 5:00 pm

Tuesday – Friday 10:00 – 6:00 pm

CER/SOLE SOURCE JUSTIFICATION:

There has been a steady increase in criminal activity within the last two months at both library locations. The Olathe Public Library Advisory Board felt there was an immediate need to hire a security guard for both locations due to concerns for the safety of staff and library patrons. Due to the immediate need a formal bidding process would not have placed a security guard in a reasonable amount of time due to the level of security concerns. The library obtained three quotes for security services and Titan was the best value for the services needed.

Approved: Emily Baker (Department Director)

Approved: [Signature] (Procurement Manager)

Over \$25,000:
Approved: [Signature] (City Manager)



Technical Equipment Co., Inc.
810-A N.W. Main Street
Lee's Summit, Missouri 64086-9353 United States
Phone: 1-816-525-1350 Fax: 1-816-525-3844

Quote Form

Attention:**Date:** 2/20/2019

City of Olathe
27065 West 83rd St.
Lenexa, Kansas 66227 United States
Phone: 913-971-5546

Project Name: Olathe 75Q20 gearbox exchange
with motor

Quote Number: 150451810**Rep Reference Number:** 56C-011119-19

Parts for Model Number(s): 75Q20
Reference Serial Number(s): R9870018600501
Reference Order Number(s): 700186

Item No	Product	Description	Quantity	Price Each
	7080 Series Gearbox	Gearbox Program: Exchange Program	1	\$25,196.00
Details:	75Q20 @ 84.0 RPM, 21.5 Ratio 1800 RPM Nominal Input Speed CW Rotation Exchange Program Conditions: To qualify for your discounted Exchange Reducer pricing, the damaged unit must be returned to the Service Center for which the order was placed within 30 days of actual shipment. Accommodations can be made for longer duration, however, any arrangements must be agreed upon prior to the Exchange order being placed. If after 30 days the damaged unit has not been received, an additional "Core Charge" fee will be invoiced against the original Lightnin order and customer purchase order. The Core Charge associated to your specific model Exchange Reducer is: \$2500			
	70 Core Charge	70 Core Charge	1	\$0.01
1	Special	Estimate for labor and travel time and travel expenses to commission 75Q mixer. Charges will be summarized on completion of the trip and will reflect actual time and expenses, per published rates.	1	\$3,715.00
	RG28927100	PSP ELECTRIC MOTOR	1	\$2,009.00
	835625PSP	DRIVE ASSM 254T 7.5/15HP	1	\$2,740.00
Total (US Dollars):				\$33,660.01

Commercial Terms:

Unless otherwise expressly agree to in writing by SPX FLOW, this quote and any resulting order shall be governed solely and exclusively by the SPX FLOW Standard Terms and Conditions of sale attached hereto (and also available at <http://www.spxflow.com/terms-conditions>). SPX FLOW hereby expressly rejects the applicability of any and all terms and conditions of Buyer.

Shipment In: 4 Weeks After Receipt of Order
Payment Terms: 30 Days from Invoice Date
Delivery Terms: FOB Origin
Quote Expiration Date: 2/11/2019

Tariffs

The quoted price has been based on the cost of materials and components ("**Materials**") at the date of this proposal. If, due to the imposition of any tariffs (regardless of the country imposing said tariffs), the cost to SPX FLOW of performing its obligations under any Order arising from this proposal increases between the date of this proposal and the date of Order, the quoted price shall be increased.

Such increase shall be determined by SPX FLOW taking into account the applicable tariff imposed on Material(s) as at the date of the Order.

Brexit

SPX FLOW shall not be liable to Buyer for any delay arising out of or connected with the United Kingdom ceasing to be a member of the European Union ("**Brexit**") and all costs and expenses reasonably incurred by SPX FLOW in connection with Brexit shall be reimbursed by Buyer.

Please Address Purchase Order to:

SPX Flow US, LLC, Lightnin and Plenty Mixers

c/o Technical Equipment Co., Inc.

810-A N.W. Main Street

Lee's Summit, Missouri 64086-9353 United States

Thank you,

Kyle Hancock

These Terms and Conditions of Sale ("Terms") shall govern all quotations, orders and contracts for the sale of goods and services of SPX FLOW to Buyer. These Terms supersede and exclude any prior written or oral agreement, understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Buyer's request for quote, purchase order, invoice, order acknowledgement, contract or other similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement, signed by an authorized representative of SPX FLOW and Buyer. SPX FLOW's acknowledgement of Buyer's order shall not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described.

1. DEFINITIONS: "SPX FLOW" means the SPX FLOW, Inc. entity named in the order which is providing the goods and/or services. "Buyer" means the company who accepted SPX FLOW's offer or is named in the order.

2. PRICES: Unless otherwise mutually agreed to in writing, prices are net, Free Carrier (INCOTERM 2010) SPX FLOW facility. Stenographic, clerical and mathematical errors are subject to correction. Prices are exclusive of expenses related to special packaging or procedures to cover unique circumstances of shipment or storage unless specifically noted. Until acceptance of order on these Terms, quoted prices are subject to change.

3. DELIVERY AND PERFORMANCE: Unless otherwise specifically agreed to in writing by the parties, all goods shall be delivered Free Carrier (INCOTERM 2010) SPX FLOW facility. Title shall pass to the Buyer upon delivery, or upon payment in full, whatever is later, provided that the only rights that SPX FLOW retains in relation to title are those enabling recovery of the goods in the event of Buyer's default on payment. Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change, and SPX FLOW shall use commercially reasonable efforts to meet such dates; provided, however, that SPX FLOW shall not be liable in damages or otherwise, nor shall Buyer be relieved of its performance hereunder, because of SPX FLOW's failure to meet them. If liquidated damages or a penalty have been agreed for delay, such liquidated damages or penalty shall only become due if the delay is solely due to the fault of SPX FLOW, the Buyer suffers damage due to this delay, and the Buyer has notified SPX FLOW in writing after the expiry of the time during which delivery could have been reasonably expected. Unless specifically agreed otherwise, it shall be calculated based on the value of the delayed part of the delivery, and the aggregate liability of SPX FLOW for all liquidated damages/penalties shall be limited to 5% of the total order value. Such liquidated damages/penalty shall be the Buyer's sole remedy and SPX FLOW's sole liability in case of delay. For the avoidance of doubt, if the order is subject to the laws of the Netherlands, "liquidated damages" or "penalty" shall mean a contractual penalty which is meant to be a compensation for damages. Additionally, SPX FLOW shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers; labor difficulties, shortages, strikes or stoppages of any sort; difficulty in obtaining materials; Buyer requested order changes; fires, floods, storms, accidents, or acts of God; any statute, sanction, injunction or other governmental restraint or prohibition or political unrest; or other causes beyond SPX FLOW's reasonable control. In the event of any such delay, the date of delivery shall be extended for a length of time at least equal to the period of the delay. All goods for which SPX FLOW does not receive notice of rejection for within seven (7) days after receipt, will be deemed accepted.

4. SHORTAGE, DAMAGE, ERRORS IN SHIPMENT: SPX FLOW's responsibility ceases upon making the goods available for pickup at SPX FLOW's facility. Buyer shall note receipt for goods that are not in accordance with bill of lading or express receipt and Buyer shall make claim against such carrier for any shortage, damage or discrepancy in the shipment promptly. Partial and transshipments are allowed.

5. TAXES: The quotation and order price excludes all assessments, taxes, levies and charges of whatsoever nature present or future, due or becoming due. This exemption shall include but not be limited to value added tax, income tax, withholding tax, profits tax, turnover tax, goods and services tax and any other consumption or environmental taxes applicable, tax payable on the income of expatriate employees, port dues, import and custom duties on the components and services and all export duties payable on the repatriation of any SPX FLOW components at the end of an order, where applicable. On the basis that an order is tax exclusive SPX FLOW reserve the right to invoice by way of an addition to such order price, such taxes as may be applicable under the relevant jurisdiction's tax regulations, together with SPX FLOW's external costs of dealing with these taxes.

6. CREDIT AND PAYMENT: Unless otherwise agreed to in writing by SPX FLOW, payment of goods shall be net thirty (30) days, in the currency of the country of SPX FLOW. For orders in excess of two hundred and fifty thousand dollars (\$250,000 USD) or the local equivalent payment terms shall be as follows: (a) twenty percent (20%) down payment, (b) forty percent (40%) upon SPX FLOW's purchase of raw materials/components, and (c) forty percent (40%) at the time of delivery. Down payment shall be due within five (5) of SPX FLOW's acceptance of the order, with the remaining two payments being net thirty (30) days. Prorated payments shall become due with partial shipments, and Buyer shall not be entitled to any retention or

holdback; provided, however, if SPX FLOW agrees in writing to a retention or holdback, SPX FLOW may provide such retention or holdback in the form of a bond, letter of credit or bank guarantee in no event to extend more than thirty (30) days beyond expiry of the warranty period. SPX FLOW retains all remedies for Buyer's insolvency including, but not limited to, the right to stop delivery, reclaim any goods delivered, or withhold delivery except for cash. Failure to pay invoices at maturity date, at SPX FLOW's election, makes all subsequent invoices immediately due and payable and SPX FLOW may withhold all subsequent deliveries until the full account is settled and SPX FLOW shall not, in such event, be liable for non-performance of contract in whole or in part. Buyer agrees to pay, without formal notice, one and one-half percent (1.5%) per month of the amount not paid when due, or, if such rate is in excess of applicable governing law, Buyer agrees to pay the maximum permitted rate. No deduction, whether by way of set-off, counterclaim or otherwise, shall be made by Buyer. If prerequisites for any payment (such as delivery, completion or formal acceptance) cannot be satisfied due to Buyer's breach, such payment shall nevertheless become due and payable at the time agreed to and SPX FLOW's further right to seek damages shall remain unaffected.

7. CANCELLATIONS AND CHANGES: All orders are binding upon acceptance. In the event that SPX FLOW, in its sole discretion, agrees to cancellation of an order by Buyer, Buyer shall be liable for a cancellation charge equal to the greater of (i) twenty-five percent (25%) of the purchase price and (ii) any loss or cost incurred by SPX FLOW, including, but not limited to, cost of materials, labor, engineering, reconditioning and a reasonable profit margin. Buyer is responsible for all reasonable storage, insurance, and all other expenses incurred by SPX FLOW as a result of Buyer's cancellations and/or changes. No changes to the specification or the order are accepted without the prior written consent of both parties. In the event Buyer requests a change, SPX FLOW will provide a quotation to Buyer within a reasonable time of no less than ten (10) working days detailing the corresponding change in delivery, price, materials, and similar. SPX FLOW shall not be obligated to implement the requested change until the quotation is agreed by the parties.

8. LIMITED WARRANTY: Unless otherwise mutually agreed to in writing, (a) SPX FLOW goods, auxiliaries and parts thereof are warranted to the Buyer against defective workmanship and material for a period of twelve (12) months from date of installation or eighteen (18) months from date of delivery, whichever expires first, and (b) SPX FLOW services are warranted to Buyer to have been performed in a workmanlike manner for a period of ninety (90) days from the date of performance. If the goods or services do not conform to the warranty stated above, then as Buyer's sole remedy, SPX FLOW shall, at SPX FLOW's option, either repair or replace the defective goods or re-perform defective services. If Buyer makes a warranty claim to SPX FLOW and no actual defect is subsequently found, Buyer shall reimburse SPX FLOW for all reasonable costs which SPX FLOW incurs in connection with the alleged defect. Third party goods furnished by SPX FLOW will be repaired or replaced as Buyer's sole remedy, but only to the extent provided in and honored by the original manufacturer's warranty. Unless otherwise agreed to in writing, SPX FLOW shall not be liable for breach of warranty or otherwise in any manner whatsoever for: (i) normal wear and tear; (ii) corrosion, abrasion or erosion; (iii) any good or services which, following delivery or performance by SPX FLOW, has been subjected to accident, abuse, misapplication, improper repair, alteration (including modifications or repairs by Buyer, the end customer or third parties other than SPX FLOW), improper installation or maintenance, neglect, or excessive operating conditions; (iv) defects resulting from Buyer's specifications or designs or those of Buyer's contractors or subcontractors other than SPX FLOW; or (v) defects resulting from the manufacture, distribution, promotion or sale of Buyer's products; (vi) damage resulting from the combination, operation or use with equipment, products, hardware, software, firmware, systems or data not provided by SPX FLOW, if such damage or harm would have been avoided in the absence of such combination, operation or use; or (vii) Buyer's use of the goods in any manner inconsistent with SPX FLOW's written materials regarding the use of such product. In addition, the foregoing warranty shall not include any labor, dismantling, re-installation, transportation or access costs, or other expense associated with the repair or replacement of SPX FLOW goods. THE WARRANTIES CONTAINED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES AVAILABLE TO BUYER AND SPX FLOW HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY PERFORMANCE OR PROCESS OUTCOME DESIRED BY THE BUYER AND NOT SPECIFICALLY AGREED TO BY SPX FLOW. THE FOREGOING REPAIR, REPLACEMENT AND REPERFORMANCE OBLIGATIONS STATE SPX FLOW'S ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS.

9. INTELLECTUAL PROPERTY: In the event of a successful infringement claim by a third party, at SPX FLOW's option, SPX FLOW shall either (i) modify the goods sold hereunder so that they perform comparable functions without infringement, (ii) obtain a royalty-free license for Buyer to continue using the infringing goods or (iii) refund to Buyer the then-depreciated fair market value of the infringing component. SPX FLOW shall have no obligation under this Article to the extent a claim is based upon (a) the combination, operation or use of the goods with equipment, products, hardware, software, systems or data that was not provided by SPX FLOW, if such

infringement would have been avoided in the absence of such combination, operation or use, or (b) Buyer's use of the product in any manner inconsistent with SPX FLOW's written materials regarding the use of such product or (c) infringement resulting from Buyer's specifications or designs or those of Buyer's contractors or subcontractors other than SPX FLOW. This Section states SPX FLOW's entire liability and Buyer's exclusive remedy with respect to any actual or alleged infringement arising from the use of the goods or services sold hereunder or any part thereof and is subject to the other limitations contained in these Terms.

10. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN: (A) IN NO EVENT SHALL SPX FLOW BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (COLLECTIVELY DEFINED AS "CONSEQUENTIAL DAMAGES"), WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION, THIRD PARTY CHARGES AND COSTS, LOST PROFITS (WHETHER DIRECT OR INDIRECT), PRODUCT, PRODUCTION, BUSINESS OR BUSINESS OPPORTUNITY, REGARDLESS OF THE CAUSE, INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE ACTS OR OMISSIONS, BREACH OF CONTRACT, WARRANTY (EXPRESS OR IMPLIED) OR DUTY (STATUTORY OR OTHERWISE) OR STRICT LIABILITY OF SPX FLOW GROUP OR ANY OTHER THEORY OF LEGAL LIABILITY; AND (B) SPX FLOW'S AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH ALL ORDERS AND CONTRACTS FOR GOODS AND SERVICES UNDER THESE TERMS SHALL (SAVE FOR LIABILITIES WHICH CANNOT BE LIMITED BY APPLICATION OF LAW) NOT EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT BY BUYER MUST BE COMMENCED WITHIN 30 DAYS OF THE EXPIRY OF THE WARRANTY PERIOD. BUYER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL AGREEMENTS MADE WITH THIRD PARTIES THAT ARE OUTSIDE THE SCOPE OF THESE TERMS AND WHICH ARE CONTRARY TO THE LIMITATIONS OF LIABILITY AND/OR WARRANTY INCLUDED HEREIN.

11. GOODS FOR EXPORT: Buyer acknowledges that the goods may be subject to export restrictions, and that Buyer will comply with all such applicable laws and regulations. If the goods are intended for export, Buyer shall designate country of destination on its order. In the event that Buyer purchases goods for export without so notifying SPX FLOW, SPX FLOW reserves the right to cancel the order at no penalty or liability for breach in the event that SPX FLOW objects to the ultimate destination of the goods. Buyer will have sole liability and shall defend, indemnify and release SPX FLOW for any loss or damage (including without limitation, claims of governmental authorities) arising from the export or import of such goods, including, without limitation, those related to packaging, labeling, marking, warranty, contents, use, or documentation of the goods. Buyer has sole responsibility for obtaining any required export licenses. Buyer will not take, and will not solicit SPX FLOW to take, any action which would violate any anti-boycott or any export or import statutes or regulations applicable to the order, of any governmental authorities, and shall defend, indemnify, and reimburse SPX FLOW for any loss or damage arising out of or related to such actions. To the extent SPX FLOW is required to obtain an export license for any goods: (1) SPX FLOW obligation to fulfill an order with goods requiring such a license will be directly subject to the granting of the license; (2) SPX FLOW will use commercially reasonable effort to obtain such license; (3) Buyer shall make available all necessary information and documentation required for SPX FLOW to obtain such license; and (4) Buyer shall reimburse SPX FLOW for its reasonable expenses incurred in connection with obtaining such license.

12. PROPRIETARY INFORMATION: SPX FLOW shall retain title to all engineering and production prints, drawings, technical data, and other intellectual property, information and documents that relate to the goods or services sold to Buyer. All such information and documents disclosed or delivered by SPX FLOW to Buyer: (i) are to be deemed proprietary to SPX FLOW; (ii) shall not be disclosed to any third party for any reason without the express prior written consent of SPX FLOW; and (iii) shall be used by Buyer solely for the purpose of inspection, installation, use and maintenance of the goods and services sold to Buyer under these Terms.

13. APPLICABLE LAW; VENUE; DISPUTE RESOLUTION: For sales of goods sold or to be delivered or services to be performed within the United States: The rights and duties of the parties hereunder shall be governed by the laws of the State of North Carolina, United States of America, excluding its conflicts law and choice of laws principles. Any action or proceeding with respect to any dispute or controversy involving or arising out of this order, at SPX FLOW's sole discretion, (i) shall be brought in any State court in Mecklenburg County, North Carolina or the Federal courts of the Western District of North Carolina, United States of America, and Buyer and SPX FLOW submit to and accept generally and unconditionally the jurisdiction of those courts with respect to such party's person and property, or (ii) shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Rules, which award shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. Buyer and SPX FLOW hereby irrevocably waive any objection to the laying of venue of any action or proceeding in the above-described courts. For sales of goods sold or to be delivered or services to be performed outside of the United States: The rights and duties of the parties hereunder shall be governed by and construed in accordance with the law of the jurisdiction of the SPX FLOW entity providing the goods or services for this order. The United Nations Convention on Contracts for the International Sale of Goods and the conflict rules of international

private law shall not apply. Any action or proceeding with respect to any dispute or controversy involving or arising out of this order, at SPX FLOW's sole discretion, (i) shall be brought in any competent court of the jurisdiction in which the SPX FLOW entity providing the goods or services is located, or (ii) shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules, with English serving as the language of the arbitration proceeding and award. Notwithstanding any other limitations contained in these Terms, SPX FLOW reserves the right to initiate proceedings in any court of competent jurisdiction, and Buyer shall indemnify SPX FLOW for all costs, fees and expenses (including reasonable attorneys' fees) SPX FLOW incurs in connection with enforcing its rights pursuant to this order.

14. RESALE: Buyer further agrees that upon resale of the goods, it will include in the contract for resale provisions which limit recoveries against SPX FLOW in accordance with these Terms. If Buyer fails to include such provisions in any such contract for resale, (a) SPX FLOW may reject Buyer's order related to such contract for resale, and (b) Buyer shall indemnify, defend and hold harmless SPX FLOW against any claim, liability, loss, cost, damage, or expense (including reasonable attorneys' fees) arising out of or resulting from such failure.

15. BUYER CAUSED DELAYS; WAIVER OF RIGHTS: If Buyer fails to perform any of its obligations under an order, SPX FLOW shall be entitled to suspend its performance under the order until such time as Buyer performs such obligations, and any dates for the delivery of goods or performance of services shall be extended for an amount of time determined in SPX FLOW's discretion.

Delays caused by Buyer which prevent SPX FLOW from achieving the original order performance requirements includes but is not limited to: (a) the construction of buildings, structures or other parts of the site within which SPX FLOW's goods are to be located; (b) changes in scope of an order introduced by Buyer; (c) completion of approvals, consents or delivery of critical information by Buyer beyond the periods provided in an order; (d) any specified site facilities and working conditions not being maintained by Buyer; (e) failure of Buyer to arrange carriage of the goods under an order, where Buyer has such obligation, or any other inability or refusal of Buyer to accept delivery in accordance with order delivery dates; (f) delays in obtaining customs clearance (where applicable) of the order deliveries; and (g) delay by Buyer in providing any required security to SPX FLOW in the form of a letter of credit, bank guarantee or otherwise. In the event of such Buyer delays, SPX FLOW shall in addition to an extension of remaining milestones, be entitled to an increase in the total order price to reflect the increase in cost to SPX FLOW directly caused by Buyer delays. Additionally, SPX FLOW shall be entitled to submit invoices for any order milestone for which completion has been frustrated due to Buyer delays. Such invoices shall be paid within 30 days of the date of SPX FLOW's invoice.

Any engineering, technical or other submittal drawings submitted by SPX FLOW to Buyer which are not expressly rejected in writing within ten (10) business days of Buyer's receipt, will be deemed accepted by Buyer. Buyer's right to conduct any agreed upon pre-shipment inspections (i) which Buyer does not schedule within ten (10) business days of receipt of notice of readiness to inspect from SPX FLOW or (ii) which Buyer delays for more than ten (10) business days from the date originally scheduled, will be waived, so long as SPX FLOW certifies in writing that the goods successfully passed SPX FLOW's standard pre-shipment inspection. Where Buyer delays taking shipment of any goods or otherwise fails to engage or otherwise dispatch a freight forwarder or transit company within ten (10) business days of notification that the goods are ready to ship, SPX FLOW shall be entitled to change the delivery term to Ex Works (INCOTERM 2010) SPX FLOW facility.

16. NO OTHER CONTRACT PROVISIONS; OTHER: No dealer, broker, branch manager, agent, employee or representative of SPX FLOW has any power or authority except to take orders for SPX FLOW goods or services and to submit the same to SPX FLOW for SPX FLOW's approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than contained herein. For the avoidance of doubt and not in limitation of the foregoing, SPX FLOW shall not be bound by the terms of any contract between Buyer and any third party or other flow down provisions, regardless of whether Buyer notifies SPX FLOW of such terms unless SPX FLOW expressly agrees to be bound by such terms in writing by an authorized representative of SPX FLOW. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect.

SPX FLOW reserves the right to transfer or assign its obligations, rights and responsibilities hereunder, so long as such successor or assign agrees to these Terms. Any assignment of Buyer's rights hereunder without SPX FLOW's consent (which shall not be unreasonably withheld) shall be void. SPX FLOW's failure to require Buyer's performance of any of these Terms shall not serve as a waiver of or diminish SPX FLOW's rights to require strict performance of these Terms.

Vendor/Product	Technical s Presentation Score		Total
Vision	902	703	802
Civic Plus	753	596	674
Level Five solutions	632		
Tricension	604		

Recommended Award

**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: Shari Pine

Date: 6/17/2019

Department Contact: Sabrina Parker

E1 Doc No.: 701664

Total Cost: \$49,453.00

COMMODITY/SERVICE DESCRIPTION:

The Water Rights Portfolio will be a comprehensive document that will outline the City's water rights and will provide the necessary procedures and steps for perfection and certification of our complex water rights.

CER/SOLE SOURCE JUSTIFICATION:

The City of Olathe selected Burns & McDonnell on October 16, 2018 to assist the City with the design and permitting of the Vertical Well Field Improvements. The Water Rights Portfolio will incorporate the findings from the Vertical Well Project and will incorporate the cleaning and rehabilitation schedule of the Collector Wells. With the similarity of these projects, the City chose to have Burns & McDonnell complete the Water Rights Portfolio.

Approved: _____ (Department Director)

Approved: _____ (Procurement Manager)

Over \$25,000:
Approved: _____ (City Manager)

Attach a copy of completed, signed form to requisition or department purchase order.

**COMPETITION EXCEPTION REPORT**

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Procurement Contact: _____**Date:** 6/18/2019**Department Contact:** Nate Baldwin**E1 Doc No.:** _____**Total Cost:** \$43,683.50**COMMODITY/SERVICE DESCRIPTION:**

The Professional Services Agreement with Olsson, Inc. to evaluate the future alignment and corridor improvements of Black Bob Road between 159th Street and 175th Street and to provide cost estimates of the improvements. An inter-local agreement with Johnson County was approved by City Council on April 16, 2019 to cost-share on the project.

CER/SOLE SOURCE JUSTIFICATION:

In 2017, Olsson completed a Transportation Master Plan (TMP). As part of the TMP, Olsson analyzed various roadway segments, including this portion of Black Bob Road, and made recommended roadway segment improvements. There previous work on our TMP allows Olsson to provide the requested services quicker and cheaper than other engineering firms would be able to.

Approved:  _____ **(Department Director)**

Approved:  _____ **(Procurement Manager)**

Over \$25,000:

Approved:  _____ **(City Manager)**

Attach a copy of completed, signed form to requisition or department purchase order.



EQUIPMENT CO.

3250 Harvester Road

Kansas City, Kansas 66115

(Phone) 913-342-1450 (Fax) 913-342-1377

sales@americanequipment.us

QUOTATION

DATE	Quotation #
6/25/2019	062519/6RK

NAME / ADDRESS
City of Olathe Accounting Division P. O. Box 768 Olathe, KS 66051-0768

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME		TERMS	REP	FOB	PHONE	FAX #		
		Due on Rece...	REK		913-971-6020	913-971-9491		
QTY	ITEM	DESCRIPTION				U/M	COST	Total
1	300	Pricing based on City of Kansas City, MO Contract #EV2260: Dakota 11' Crane Body: - 60" tall front compartments with 46" tall remaining compartments - masterlocking system - headache rack with (2) LED mini lightbars - LED compartment lights wired to keyed switch in cab - 10-drawer unit in each 60" tall front compartment on both sides - adjustable shelves in 2nd compartment on each side - 23" workbench bumper with receiver hitch and trailer plug - (4) exterior work lights - Wilton 1780A mounted on bumper - painted white - mudflaps - backup alarm - Rhino line cargo area, top of compartments and bumper - crane side rear spring work - mount chassis batteries in bottom of cabinet Installation					30,146.00	30,146.00
Quoted by Ryan Keith					Total		\$30,146.00	

This quote is valid for 30 days. Applicable taxes not included.