



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- City Staff went through a thorough process while selecting the furnishing for the Main St Rehabilitation Project. Ultimately, consensus from all of these meetings and assessments resulted in the best candidate for supplying these furnishings, except for street trees and bus stop structures, is Landscape Forms, Inc. who is also the furnishing manufacturer and could sell directly to the City.
- The intent was to source all the applicable furnishing from Landscape Forms, Inc through their OMNIA Partners, group procurement program that would provide the competitive pricing we owe to our taxpayers. It turned out that the only furnishing we could not procure through this channel was the pedestrian light pole. The specific light poles that were chosen are unique in their appearance that they portray a vintage and historical feel with an updated and sophisticated touch while still being Dark Sky compliant. Additionally, we discovered that the pole's flowering hanging basket arms would need to be upgraded to a much higher weight limit to accommodate the baskets the city typically uses in this application.
- Landscape Forms, Inc. does not have their lighting products included in any public partnering purchase program because the lighting solutions are typically very specific and frequently require the custom engineering that we are experiencing for our light poles. Thankfully, as noted in their company's memo below, Landscape Forms, Inc offers the option for the City to purchase these light poles directly. Thus we avoid mark-up from both a general contractor as well as a potential electrical distribution house.
- If we put these poles out to a competitive bid in the public market with the specifications that City Staff and our community have chosen, we would undoubtedly end up with a price that is ~10-25% higher than what is being offered directly to the City by Landscape Forms, Inc. We hope whoever may be concerned about the process by which these light poles will be procured is assured that this extensive process has concluded in this review that all furnishings have been selected with the taxpayer's best interest and that no corners were cut in obtaining the competitive pricing they deserve.

Sustainability Impact:

No impact to sustainability present

Financial Impact:

None OR Adequate funds exist in account:

Adequate funds have been approved by council within the Main St Rehabilitation Project account to fund the purchase amount of \$125,600

Attachments:

1. Resolution 24-014 declaring Sole Source Procurements associated with the Main Street Rehabilitation Project
2. Landscape Forms, Inc. PO 24095
3. Landscape Forms, INC. Quote #402602

RESOLUTION 24-014

A RESOLUTION OF THE CITY OF KETCHUM DECLARING
SOLE SOURCE PROCUREMENT OF ORNAMENTAL PEDESTRIAN LIGHT POLES
ASSOCIATED WITH THE MAIN STREET PROJECT

- A. The City of Ketchum (City) is pursuing the procurement of certain Ornamental Pedestrian Light Poles associated with the Main Street/SH75 Project. Timely and cost-effective provision of these materials and devices is a primary concern for keeping the Project on schedule and on budget.
- B. The manufacturer, Landscape Forms, Inc offers the option for the City to purchase these light poles directly. Thus we avoid mark-up from both a general contractor as well as a potential electrical distribution house; whereas, direct procurement provides substantial time and cost advantages to the Project.
- C. If the City put these ornamental light poles out to a competitive bid in the public market with the specifications that City Staff and our community have chosen, we would undoubtedly end up with a price that is ~10-25% higher than what is being offered directly to the City by Landscape Forms, Inc.
- D. Where reasonably possible, the City is piggy-backing upon procurement contracts for other materials and equipment already bid and entered into by other governmental agencies of the State of Idaho.

THEREFORE, based upon the findings above, the City declares that the procurement contracts and agreements are appropriate sole source procurements from those vendors necessary and advantageous to the Project, and declares a sole source procurement for such pursuant to Idaho Code §67-2808(2).

Pursuant to Idaho Code §67-2808(2)(b), the City Clerk is directed to file a fourteen (14) day notice of such sole source procurement in the official newspaper upon this declaration.

ADOPTED by the City Council of the City of Ketchum, Blaine County, State of Idaho

APPROVED:

Dated: _____, 2024

Signed: _____
Neil Bradshaw, Mayor

ATTEST:

By _____
Trent Donat, City Clerk



CITY OF KETCHUM
 PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340
 Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 24095

To: 6186 LANDSCAPE FORMS, LLC 7800 E. MICHIGAN AVE KALAMAZOO MI 49048-9543	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
05/30/2024	CCHING	CCHING		0	

Quantity	Description	Unit Price	Total
1.00	PEDESTRIAN LIGHT POLES FOR MAIN STRE 03-4193-7135 713502	125,600.00	125,600.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		125,600.00

 Authorized Signature

Quote

Date: 05/08/2024

LF Quote#: 0000402602

PO#:

Project: City of Ketchum, Street improvement - Lighting

Bill To: Bidders Quote - Emily Noh
ATTN: Bidder's Quote
TBD
Portland, OR 97214

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
FSC# NC-COC-001261

Ship To: Bidders Quote - Emily Noh
ATTN: Bidder's Quote
TBD
Portland, OR 97214

Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

Qty	Description	Unit Price	Total Price
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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: _____

- | | |
|----|---|
| 16 | DR201-SO-30K-T3-FRS-20K-NTW
Northport Area Light (luminaire only) |
| 16 | DR999-06005: Northport Area Light Pole, Single Post-Top, 15' Lens Ht, 12'5" Pole Ht, 5" Diameter, GFCI w/ In-Use Cvr, 2 Upper Plntr/Bnrr Arms with Eyebolts, 2 Lower Bnrr Arms, 2 1/2" Holes. Anchor bolts and mounting hardware included. Pwdcoat: TBA |
| 16 | Northport 5in Pole Base Cover Kit. Includes: Base Cover Assembly and Hardware Pack for (1) 5 inch Northport Pole. Powdercoat color: |

Sub Total (includes freight)	\$ 125,600.00
Estimated Tax	\$ 0.00
Document Total	\$ 125,600.00

Payment Terms: Pending-Net30

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

Page: 1 of 3

Cust #: LFBID
SSR: Jason Herring
Rep: Emily Noh, DR11


Purchaser

Landscape Forms Customer Service

Seller

landscapeforms®

Quote

Date: 05/08/2024

LF Quote#: 0000402602

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- 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.
- All orders that include a swing product must include an executed liability waiver to be accepted and entered into production.
- Only the Material Supplier Standard Limited Warranty shall apply to all product sold by Landscape Forms. No other warranties or changes to the standard warranty will be applied or accepted.
- 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 twelve months from receipt of the order. Changes in quantity or specification may affect pricing. Upfit pricing will only be held for six months after receipt of a written order.
- 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.
- Handling fees alone will apply on third party and customer pick-up orders.
- 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.

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Purchaser

Landscape Forms Customer Service

Seller

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- 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. Please note all credit card charges will be subject to a 3% surcharge. 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

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Purchaser

Landscape Forms Customer Service

Seller

landscapeforms®