



KingCounty

Finance and Business Operations Division
Procurement and Contracts Services Section
Department of Executive Services

CNK-ES-0340
3rd Floor
401 5th Avenue
SEATTLE, WA 98104

206-263-9400 Ph
206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

CONTRACTOR:
MATHEUS LUMBER CO INC
15800 WOODINVILLE REDMOND RD NE
WOODINVILLE, WA 98072 United States
Fax: (206) 4026815

BILL TO:
KC DES FBOD ACCOUNTS PAYABLE
401 5TH AVE, CNK-ES-0320
SEATTLE, WA 98104

SHIP TO:
KC DES FBOD PCSS GOODS AND SERVICES
401 5TH AVE, CNK-ES-0340
SEATTLE, WA 98104

CONTRACT		
CONTRACT NO. 529997	REVISION 3	PAGE 1 of 1
CREATION DATE 01-JAN-2012	BUYER JANET HARJO	
DATE OF REVISION 11-MAR-2014	BUYER JANET HARJO	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
3066	NET30DAYS	Paid	DESTINATION	Seller Chooses	Telephone: (206) 284-7500

DESCRIPTION

Contract Purchase Agreement

Furnish Traffic Sign Posts to King County personnel as requested, during the period November 11, 2011 through November 10, 2016, in accordance with ITB #1617-11 and responding offer of Matheus Lumber Co Inc, both incorporated by reference as if fully set forth herein.

Individual standard purchase orders with unique purchase order numbers referencing this contract purchase agreement will be issued by King County to authorize the purchase and payment of goods and services.

All invoices must reference the individual standard purchase order number to avoid delay in payments.

Change Order #1

This Change Order #1 is issued (3/11/2014) to document 9.5% price increase as follows:

- Traffic Sign Post, Western Red Cedar, 4"x4"x12', untreated. \$16.70
- Traffic Sign Post, Western Red Cedar, 4"x4"x12', untreated. \$19.50

Authorized Signature



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VENDOR:

MATHEUS LUMBER CO INC
 15800 WOOD-RED RD NE
 P O BOX 2260
 WOODINVILLE, WA 98072-2260

SHIP TO

KC DEPARTMENT OF EXEC SERVICES
 PROCUREMENT-GOODS & SERVICES
 401 5TH AVE, CNK-ES0340
 SEATTLE, WA 98104
 United States

BILL TO

KC DEPT OF EXECUTIVE SERVICES
 ACCOUNTS PAYABLE, 3RD FLOOR
 401 5TH AVE, CNK-ES0320
 SEATTLE, WA 98104
 United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
529997	0	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
07-NOV-11	P, Reid	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA			
	11890	Net30days	Paid	Destination	UPS			
CONFIRM TO / TELEPHONE			REQUESTOR / DELIVER TO					
DAVID KAHLE			(206) 284 7500					
LINE	PART NUMBER	DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
		<p>Furnish Traffic Sign Posts as requested by authorized King County personnel during the period November 11, 2011 through November 10, 2016, in accordance with King County ITB# 1617-11-PLR and the responding bid of Matheus Lumber Company, both incorporated by reference as if fully set forth herein.</p> <p>When active, Standard Purchase Orders referencing this Contract Agreement number will be issued by King County to authorize the purchase and payment of goods and/or services.</p> <p>All invoices must reference the individual Standard Purchase Order number to avoid delay in payment.</p> <p>Purchase Agreement Effective From: 11-NOV-11 To: 10-NOV-16</p>						
<p>SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.</p>						<p>Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.</p>		
<p>ACCEPTANCE: This purchase order expressly limits acceptance to the terms and conditions stated herein.</p>						<p>TOTAL</p> <p><i>[Signature]</i> Authorized signature</p>		

**PURCHASE ORDER
GENERAL TERMS AND CONDITIONS**

Compliance: By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

Acceptance/Changes: All goods or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

Inspections: By acceptance of this order, vendor grants the right to Buyer to make periodic visits to the vendor's plant or their subcontractor's for inspection of materials or to determine actual progress of manufacture.

Change Orders: Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

Cancellation: The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the vendor fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

Invoices: Invoices must reference the purchase order number.

All vendors licensed to do business in Washington State must bill King County for applicable tax. Indicate discount terms to the County for prompt payment. Discount period to be extended if the invoice is returned for correction or clarification.

Shipping Instructions: All shipments must contain a packing slip. Unless other wise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

Warranty: The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. This warrantee is in addition to any standard warranty or guarantee give by vendor to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

Certification Regarding Debarment, Suspension and Other Responsibility

Matters: By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Order of Precedence: When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.

Invitation to Bid



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

ADVERTISED DATE: SEPTEMBER 22, 2011

Invitation to Bid (ITB) Title: Sign Posts, Traffic

ITB Number: 1617-11-PLR

Due Date: October 11, 2011 - 2:00 p.m.

Buyer: Patty Reid, patty.reid@kingcounty.gov, 206-263-9304

Alternate Buyer: Rick Davison, rick.davison2@kingcounty.gov, 206-263-9307

Furnish Sign Posts, Traffic as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 8,390.00

NO PRE-BID CONFERENCE

Sealed Bids are hereby solicited and will only be received by:
King County Procurement Services Section
Chinook Building, 3rd Floor
401 Fifth Avenue
Seattle, WA 98104
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that all Addenda have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

Matheus Lumber Co., Inc.

Address

15800 Woodinville-Redmond Rd NE

City/State /Postal Code

Woodinville, Wa. 98072

Signature

Print name and title

Stuart M Hagen

Email

stuarth@matheuslumber.com

Phone

425 489-3000

Fax

425-402-6815

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

and types of these products may also be purchased under this contract. The discount percentage offered for the items listed shall be consistent for all related items purchased under this contract. **(Bids may be deemed non-responsive if you fail to complete all the fields listed below. If no discount from list price is offered, enter 0% in the appropriate space. The prompt payment discount offered is separate from the list discount offered below.)**

A. Price List:

Bundle Quantity:

Posts shall be bundled in quantities no larger than 108 and no smaller than 84.

Item No.	Est Annual Use	Description	List Price Per Post	% Disc Offered	Unit Price Per Post	Extended Price
1	200 ea	Post, Traffic Sign, Western Red Cedar , 4" X 4" X 12' Untreated. Minimum on-hand stock: 2 bundles	\$ _____ ea	_____ %	\$ <u>15.25</u> ea	\$ <u>3050</u> ea
2	300 ea	Post, Traffic Sign, Western Red Cedar , 4" X 4" X 14' Untreated. Minimum on-hand stock: 2 bundles	\$ _____ ea	_____ %	\$ <u>17.80</u> ea	\$ <u>5340</u> ea
BID TOTAL						\$ <u>8390.00</u>

7.6 References

List the names and addresses of four (4) customers, for whom the bidder has performed or provided similar goods and/or services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's bid. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **Reference shall be submitted with bid.**

Company Name: King County

Company Address: Fleet Administration Division-Renton

Company Phone: 206/296-8193

Contact Person: Marian Honeysuckle

Dates: Past 20 years to current

Company Name: DG21

Company Address: 1808 B St NW-Auburn, Wa. 98001

Company Phone: 253-804-5574

Contact Person: Judy Paradiso

Dates: 1990 to present

SECTION 7 Bid Response

7.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted.

7.2 Service Expectation

The Contractor shall be required to maintain sufficient stock of items listed in this ITB to ensure prompt receipt of the items ordered. The contract involves products that are necessary to perform critical King County services. Any delay in order receipt could disrupt County services and force the County to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the County's ongoing needs.

The Contractor's employees shall be knowledgeable on all of the products listed. The Contractor shall assist purchasers in making cost effective purchases. Assistance includes but is not limited to suggesting new products and/or methods, economic order quantities, and less costly substitutes of equal quality.

The Contractor shall be currently supporting and maintaining an inventory of the items defined in this bid. Additionally, the Contractor shall be operating out of a commercial facility, which is open and accessible to County personnel, without prior notice for a minimum of eight (8) consecutive hours between 7:00am and 6:00pm, Monday through Friday (excluding holidays). A site visit may be completed prior to contract award to determine if the successful Bidder is capable of performing within the terms of the contract.

Bids shall include the Bidder's Hours of Operation and their commercial facility address.

Contractor's Facility

Company: Matheus Lumber Co

Address: 15800 Woodinville-Redmond Rd NE

Telephone No. (Toll Free): 800-284-7501

Name of contact person: Stuart Hagen

State hours and days of operation:

Monday: Hours: 7:00 am to 3:30 pm

Tuesday: Hours: 7:00 am to 3:30 pm

Wednesday: Hours: 7:00 am to 3:30 pm

Thursday: Hours: 7:00 am to 3:30 pm

Friday: Hours: 7:00 am to 3:30 pm

Saturday: Hours: N/A am to N/A pm

Sunday: Hours: N/A am to N/A pm

7.3 Delivery

Delivery is required as soon as possible and not later than thirty (30) days after placement of an order.

- A. Bid prices shall include delivery or shipping (FOB. Destination) to the address stated below:

King County Department of Transportation
Fleet Administration Stores
155 Monroe Ave NE, Building "H"
Renton, WA 98056

- B. Deliveries to Fleet Stores in Renton, Washington shall be made during the standard delivery hours, 8:00 am to 2:00 pm.
- C. Please state discount offered, if any, when order is picked up at the Contractor's facility.
 3 % Pickup Discount Offered
- D. Defective Item Pickup

The Contractor shall be responsible for picking up defective items or arranging for a Call Tag to ensure freight is charged to the Contractor.

7.4 Prompt Pay Discount

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

- A. The date printed on the invoice is more than three days earlier than the invoice receipt date;
- B. The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;
- C. An invoice is received prior to receiving goods ordered.

Prompt pay discount offered 1 % - 15 Days, Net 30

7.5 Pricing

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

Provide pricing for the following items based on the estimated annual usage quantities. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated. To ensure equivalence, the base price for this bid shall be the current Manufacturer's Suggested List Price (MSLP), if applicable. Using that as a basis, fill in the MSLP, the Discount Percentage (if any) you are offering and the Unit Price. Extend the total by multiplying the Estimated Annual Usage quantity times the Unit Price for each of the products listed. The following is a representative list of the items to be purchased. Other sizes

Company Name: Snohomish County
Company Address: 19700 67th Ave NE Arlington, Wa 98223
Company Phone: 425-388-7514
Contact Person: John Scales
Dates: 1970 to present

Company Name: Idaho State DOT
Company Address: State Wide
Company Phone: 208-334-8842
Contact Person: Scott Swanson
Dates: 6 year Sign Post Contract to Present

Attachment A

CERTIFICATE OF LOBBYING ACTIVITIES

CONTRACT NO. P23557B ✓

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or Will be paid, by or on behalf of the undersigned, to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal Contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or Will be paid to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee or a Member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned Shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the Contract administrator.
- C. The undersigned Shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-Contracts, sub-grants and Contracts under grants, loans and cooperative agreements) and that all recipients of Subcontract awards in excess of \$100,000 Shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by § 1352, Title 31, U.S. Code. Any Person who fails to file the required certification Shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: 10-20-2011

Company Name: MATHEUS LUMBER

Authorized
Signature: Stuart Hagen

Printed Name/Title: STUART HAGEN