

The following purchase order is agency specific. For piggy-backing opportunities you must contact the buyer.



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

CNK-ES-0340 206-263-9400 Ph
3rd Floor 206-296-7676 Fax
401 5th Avenue TTY Relay: 771
SEATTLE, WA 98104 www.kingcounty.gov

CONTRACTOR:
J & I POWER EQUIPMENT
3729 PACIFIC AVE SE
OLYMPIA, WA 98501 United States
Fax: (360) 4915018

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

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

CONTRACT		
CONTRACT NO. 5732868	REVISION 0	PAGE 1 of 1
CREATION DATE 09-DEC-2014	BUYER PAUL PRICE	
DATE OF REVISION	BUYER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
5217	NET30DAYS	Paid	DESTINATION	Seller Chooses	CHRIS STRICKLETT Telephone: (360) 491-2022

DESCRIPTION
<p>CPA set-up to piggyback WA ST DES Contract #10212 link below. Valid through 04/10/2015</p> <p>https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=10212</p>
 Authorized Signature



Contract Summary

Printable Version

Lawn and Grounds Maintenance Equipment

Contract#: 10212 **Replaces:** 08506

This is a catalog discount contract for various manufacturers/suppliers in 29 categories of lawn and ground maintenance equipment. Replaces Contract 08506

The purpose of this contract is to establish a contract for the as-needed purchase of agricultural lawn and grounds equipment, repair parts, and accessories in the following categories:

1. Hand Held Equipment
2. Walk-Behind Equipment
3. Riding Mowers-Up to 30 Horsepower
4. Lawn and Garden Tractors -Up to 30 Horsepower
5. Equipment for Riding Mower, Lawn and Garden Tractors
6. Residential Front Mowers and Equipment
7. Commercial Walk-Behind Mowers and Equipment
8. Commercial Ztrack Mowers and Equipment
9. Commercial Front Mowers and Equipment
10. Commercial Wide Area Mowers
11. Industrial Mowers
12. Compact utility tractors-Up to 48 Horsepower
13. Equipment for Compact Utility Tractors
14. Utility Tractors-Up to 65 Horsepower
15. Equipment for Utility Tractors
16. Utility Vehicles-Up to 65 Horsepower
17. Equipment for Utility Vehicles
18. Tractors, 2x4 and 4x4 70 to 120 Horsepower
19. Agricultural equipment
20. Golf & Turf
21. Commercial Lawn Shredders And Chippers
22. Skid Steer Loaders up to 55 Hp
23. Equipment/Attachments for Skid Steer Loaders
24. Compact Track Loaders up to 70 HP
25. Equipment/Attachment for Compact Track Loaders
26. Mini Excavators up to 70 HP
27. Equipment/Attachments for Mini Excavators
28. All Terrain Carriers up to
29. Trailer Mounted Leaf Vacuum

Current Term Start Date: 04-11-2013 **Award Date:** 04-11-2013

Est. Annual Worth: \$7,500,000

Current Term Ends On: 04-10-2015

Final Term Ends On: 04-10-2019 06 ,515-07 ,515-08 ,515-10 ,515-

15 ,515-23 ,515-30 ,515-35

Diversity: 0% WBE 0% MBE

of Bids Received: 34

Contact Info: Master Contracts & Consulting – Marci Disken at (360) 407-9405 or marci.disken@des.wa.gov

Who can use this contract?

- Washington State agencies
- Qualified Cooperative Members (Political Subdivisions/Non-Profit Organizations)
- Participating Colleges, Universities, Community & Technical Colleges
- Oregon Coop Members

Contract Documents & Resources

- Current Contract Information (CCI)
- Pricing & Ordering Information
- Solicitation Document - Original
- Solicitation Amendment
- Solicitation Results Summary - Bid Tab
- Contract Comments
- Vendor and Contract Performance Feedback
- Best-buy Notification

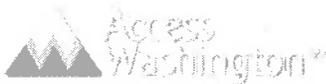
Contractor(s):	Diversity
ALAMO GROUP (TX), INC.	
ARIENS COMPANY	
BIRCH EQUIPMENT COMPANY, INC.	W
BLUELINE EQUIPMENT CO LLC	
BRIM TRACTOR COMPANY, INC	
CNH INDUSTRIAL AMERICA LLC	
COATES LANDSCAPE SUPPLY	
COEUR D' ALENE TRACTOR	
COWLITZ RIVER RIGGING	
D & L WASTE EQUIPMENT, INC.	
DIAMOND MOWERS INC.	
EXCEL INDUSTRIES, INC.	
J AND I POWER EQUIPMENT INC.	
JENNINGS EQUIPMENT, INC.	
JOHN DEERE COMPANY	
KEITH A. SILLIMAN	
MORBARK, INC.	

MORIDGE MANUFACTURING, INC.	
SCOTSCO, INC.	
SMITHCO INC.	
SUMNER LAWN N SAW	
TERRAIN KING	
TIGER CORPORATION	
US MOWER	
VENTURE PRODUCTS INC	
VERMEER NORTHWEST SALES AND SERVICE, INC.	
WASHINGTON TRACTOR, INC	
WESTERN EQUIPMENT DISTRIBUTORS INC.	

M=OMWBE Certified Minority Owned W=OMWBE Certified Women Owned MS=Self Identified Minority Owned WS=Self Identified Women Owned

Information about the number of bids received is included to show:

- Vendors which contracts would benefit from more competition.
- Assure our customers that we sought the best overall value through as many competitive bids as possible.



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PART TWO – CONTRACT INFORMATION

1. PARTIES

This Contract (“Contract”) is entered into by and between the State of Washington, acting by and through the Purchasing Activity and the Awarded Contractor(s), an entity licensed as necessary to perform the Contract and to conduct business in the State of Washington (“Contractor”), with the parties more fully described in the Authorized Offer and Contract Signature Page below, for the purpose of providing Lawn and Grounds Maintenance Equipment.

2. ENTIRE AGREEMENT

This Solicitation/Contract document, Parts One and Two, all Appendices and attachments, all subsequently issued amendments, and any incorporated documents comprise the entire agreement between the Purchasing Activity and the Contractor. No other statements or representations, written or oral, shall be deemed a part of the Contract.

3. INCORPORATED DOCUMENTS

Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

- a. The awarded portion(s) of Contractor’s Response to the Solicitation/Contract Number 10212
- b. All Appendices
- c. Bid Amendments (if applicable)

4. ORDER OF PRECEDENCE, CONFLICT AND CONFORMITY

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable Federal and State of Washington statutes and regulations
- b. Mutually agreed written amendments to this Contract
- c. This Contract, Number 10212 including all documents incorporated in Part Two, Section 3 above

Conflict: To the extent possible, the terms of this Contract shall be read consistently.

Conformity: If any provision of this Contract violates any Federal or State of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

5. LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of malfunctioning Equipment) shall be effective only if it is in writing and signed by the applicable party. It must be properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax numbers, e-mail addresses provided in the Authorized Offer and Contract

Signature Page below. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form. Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to this Contract is served upon Contractor or Purchasing Activity, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and Purchasing Activity further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

6. LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if the Purchasing Activity or the Purchaser requests, a formal release of same shall be delivered to the respective requestor.

7. AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

8. COUNTERPARTS

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

APPENDICES PAGE

Bidders are required to read and understand the embedded Appendices below. Appendices listed in the Checklist below need to be completed and returned with the Bidders Response.

NOTE: These documents are not automatically printed out.

<p style="text-align: center;">APPENDIX A Instructions to Bidders, Definitions, Standard Terms & Conditions, and Protest Procedures</p> <div style="text-align: center;">  Appendix A </div>	<p style="text-align: center;">APPENDIX B Special Terms and Conditions</p> <div style="text-align: center;">  Appendix B Special Terms and Conditions </div>	<p style="text-align: center;">APPENDIX C Specifications</p> <div style="text-align: center;">  Appendix C supplemental informa </div>
<p style="text-align: center;">APPENDIX D Price Sheet</p> <div style="text-align: center;">  Appendix D Price Worksheet.doc </div>	<p style="text-align: center;">APPENDIX E Bidder Profile</p> <div style="text-align: center;">  Appendix E - Bidder Profile </div>	

BIDDER CHECKLIST

This checklist identifies the documents to be submitted with each Response. Any Response received without any one or more of these documents may be rejected as being non-responsive.	
Appendix C: Specifications & Technical Requirements	<input type="checkbox"/>
Appendix D: Price Sheets	<input type="checkbox"/>
Appendix E: Bidder Profile	<input type="checkbox"/>
Authorized Offer and Contract Signature Page	<input type="checkbox"/>
Descriptive Literature	<input type="checkbox"/>
Dealer Authorization	<input type="checkbox"/>
Warranty Information	<input type="checkbox"/>
Proposed ordering and invoicing procedures	<input type="checkbox"/>

CERTIFICATIONS AND ASSURANCES

We make the following certifications and assurances as a required element of submitting this Response, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the Solicitation are conditions precedent to the award or continuation of the resulting Contract.

1. We have read, understand, and agree to abide by all information contained in Part One-Solicitation Information, Part Two-Contract Information, all Appendices, and incorporated documents.
2. The prices in this Response have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other Bidder or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a Response.
3. The attached Response is a firm offer for a period of 120 days following the Response Due Date specified in the Solicitation, and it may be accepted by the Purchasing Activity without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period. In the case of a protest, our Response will remain valid for 120 days or until the protest and any related court action is resolved, whichever is later.
4. In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's Solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the Solicitation document.
6. We understand that any Contract awarded, as a result of this Response will incorporate all the Solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in Parts One and Two, all Appendices, and incorporated documents if selected as a Contractor. It is further understood that our standard Contract will not be allowed as a replacement for the terms and conditions appearing in Parts One and Two, all Appendices, and incorporated documents of this Solicitation.
7. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this Solicitation.
8. We are not submitting proposed Contract exceptions.

Authorized Offer and Contract Signature Page

In submitting this Response, the authorized signatory below acknowledges having read and understood the entire Solicitation and agrees to comply with the terms and conditions of the Solicitation including Certifications and Assurances. The authorized signatory also agrees to fulfill the offer made in this Response and any subsequently awarded Contract.

The signatory below represents that he/she has the authority to bind the entity named below to the Response submitted and any Contract awarded as a result of this Solicitation.

Bidder/Contractor Signature/Contact Information:

Company Name:	
Signature:	Date:
Name (print):	
Title:	
Company Mailing Address:	
Entity Type: (LLC, LP, etc.):	
Phone/Fax:	
Email:	

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CONTRACT AWARD AND SIGNATURE

(For State of Washington Use Only)

A Contract is hereby awarded between Purchasing Activity and the above entity

This Contract is effective this _____ day of _____, 2012.



10212 Lawn and Grounds Maintenance Equipment

Purchasing Activity Authorized Signatures/Contact Information:

Agency Name: Department of Enterprise Services, Office of State Procurement	
Contracts Specialist Signature:	Date:
Name (print): Steve Jenkins	
Address: 1500 Jefferson Street SE, Olympia WA 98504	
Phone/Fax: 360-407.9415	
Email: Steve.jenkins@des.wa.gov	
Manager Signature:	Date:
Name (print): Michael Maverick, MCC Team 3 Unit Manager	

Pricing and Ordering Information

Effective: December 9th, 2014

Update: New Catalog dates for Alamo Group.

Contract number:	10212	Commodity code:	2410, 3720, 3750
Contract title:	LAWN AND GROUNDS MAINTENANCE EQUIPMENT		
Award date:	April 10, 2013		
Current period:	4/10/13	through:	4/09/15
Contract term:	Not to exceed six (6) years		
Contract type:	This contract is designated as mandatory use.		
<u>SCOPE OF CONTRACT</u>	This contract is awarded to multiple contractor(s).		
For use by:	General use: All WA State Agencies, Political Subdivisions of Washington and Oregon State, Qualified Non-profit Corporations, Materials Management Center, Participating Institutions of Higher Education (College and Universities, Community and Technical Colleges).		
Contractors:	See attached pages 2 - 40		
Pricing:	 10212 -Price Matrix 12-9-14.xls		
Freight Charges	Freight Charges will be prepaid by the vendor and added to the invoice as a separate line item. Vendors must supply a copy of the freight charges with the delivery to validate the freight charges to the customer.		

This page contains key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the numbers listed below.

MCC Contact Information

Customer Service	
Phone Number:	(360) 902-7400
Fax Number:	(360) 586-4944
Email:	csmail@des.wa.gov

Visit our Internet site: <http://www.des.wa.gov/Purchase/index.html>

CONTRACTOR INFORMATION

Contractor: Alamo Sales Corporation
1502 East Walnut
Seguin, TX 78155

Contact: Jamie Wilson **Phone:** (830) 372-9517 **Fax:** (830) 379-0864
Email: jwilson@alamo-industrial.com

Federal ID: 74-2494182 **Supplier #:** W5196

Contract Worth: \$10,000,000/2 year term - estimated aggregate

Ordering Procedures:

1. Jamie Wagner will be the centralized customer contact for the State of Washington. She will be available for all concerns, including but not limited to, ordering, invoicing, credits and product demonstrations.
2. A purchase order from the state should be sent to Alamo to receive the discounted price. The purchase order should have the contract number on it.
3. Invoices will be mailed to the state on the day the equipment ships. Faxed invoices are available by contacting Alamo.

Payment Address: same as above

Credit Card Acceptance: Visa, MasterCard, Discover and American Express

Delivery Time: Refer to Price Sheets Attachment "B" **Payment Terms:** Net 30 days

Trade-ins: not applicable

Authorized Dealers:

Sumner Tractor 603 Harrison Street Sumner, WA 98390 Contact Info: Phone #: 800-422-5723 Fax #: 253-863-1523 Email: main@sumnertractor.com Web: www.sumnertractor.com	Tumac Machinery 3037 Melrose Walla Walla, WA 99362 Contact Info: Phone #: 509-525-2010 Fax #: 509-525-2014 Email: info@tumacmachinery.com Web: www.tumacmachinery.com
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Pricing and Ordering Information

Contract No. 10212

Page 8

Contractor: J & I Power Equipment
3729 Pacific Avenue SE
Olympia, WA 98501

Contact: Chris Stricklett **Phone:** (360) 491-2022 **Fax:** (360) 491-5018
Email: chriss@jnipe.com

Federal ID: 91-1117709 **Supplier #:** 41091

Contract Worth: \$10,000,000/2 year term - estimated aggregate

Ordering Procedures: Send orders to above address

Payment Address: Same as above

Credit Card Acceptance: MasterCard, Discover

Delivery Time: Refer to Price Sheets Attachment "B" **Payment Terms:** Net 30 days

Trade-ins: Trade-Ins are allowed on appraised value

Authorized Dealers: Not Applicable

