Office of Procurement and Contracts
900 SW Jackson St., Room 451 South
Topeka, KS 66612

Phone: 785-296-2376
Fax: 785-296-7240
https://admin.ks.gov/offices/procurement-contracts

Adam Proffitt, Acting Secretary
Todd Herman, Director

Laura Kelly, Governo

CONTRACT AWARD

Date of Award:	January 26, 2023
Contract ID:	00000000000000000000053342
Event ID:	EVT0008926
Replace Contract:	NEW
Procurement Officer:	Tyrone M Gasper
Telephone:	785/296-3126
E-Mail Address:	Tyrone.Gasper@ks.gov
Web Address:	https://admin.ks.gov/offices/procurement-contracts
Item:	Landscaping, Lawn & Agricultural Equipment
Agency/Business Unit:	Department of Administration
Period of Contract:	March 1, 2023, through February 28, 2025 (With the option to renew for 3 additional 12-month periods)
Contractor:	CRADER DISTRIBUTING CO 808 HIGHWAY 34 W MARBLE HILL, MO 63764-4302
Vendor ID:	0000035284
FEIN:	On File
Contact Person:	Kevin Vientenz
E-Mail:	ViestenzK@CDCSTIHL.BIZ
Toll Free Telephone:	1-573-238-2675
Local Telephone:	N/A
Cell Phone Number:	316-655-5331
Fax:	800-232-3088
Amendments:	Amendment 1 ±Contract renewed through February 28, 2025.

Payment Terms: NET 30

Political Subdivisions: Pricing is not available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies may not use a P

1.9. Mandatory Provisions

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

1.10. Termination for Cause

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract.
- the Contractor provides substandard quality or workmanship.
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

1.11. Termination for Convenience

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

1.12. Rights and Remedies

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any

quantity, and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

1.38. Contract Price

Statewide contracts are awarded by the Procurement and Contracts to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by the Procurement and Contracts.

1.39. Payment

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor

includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

1.49. Materials and Workmanship

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or Contractor fault.

1.50. Industry Standards

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

1.51. Implied Requirements

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

1.58. Transition Assistance

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

1.59. Integration

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

1.60. Modification

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

1.61. Severability

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

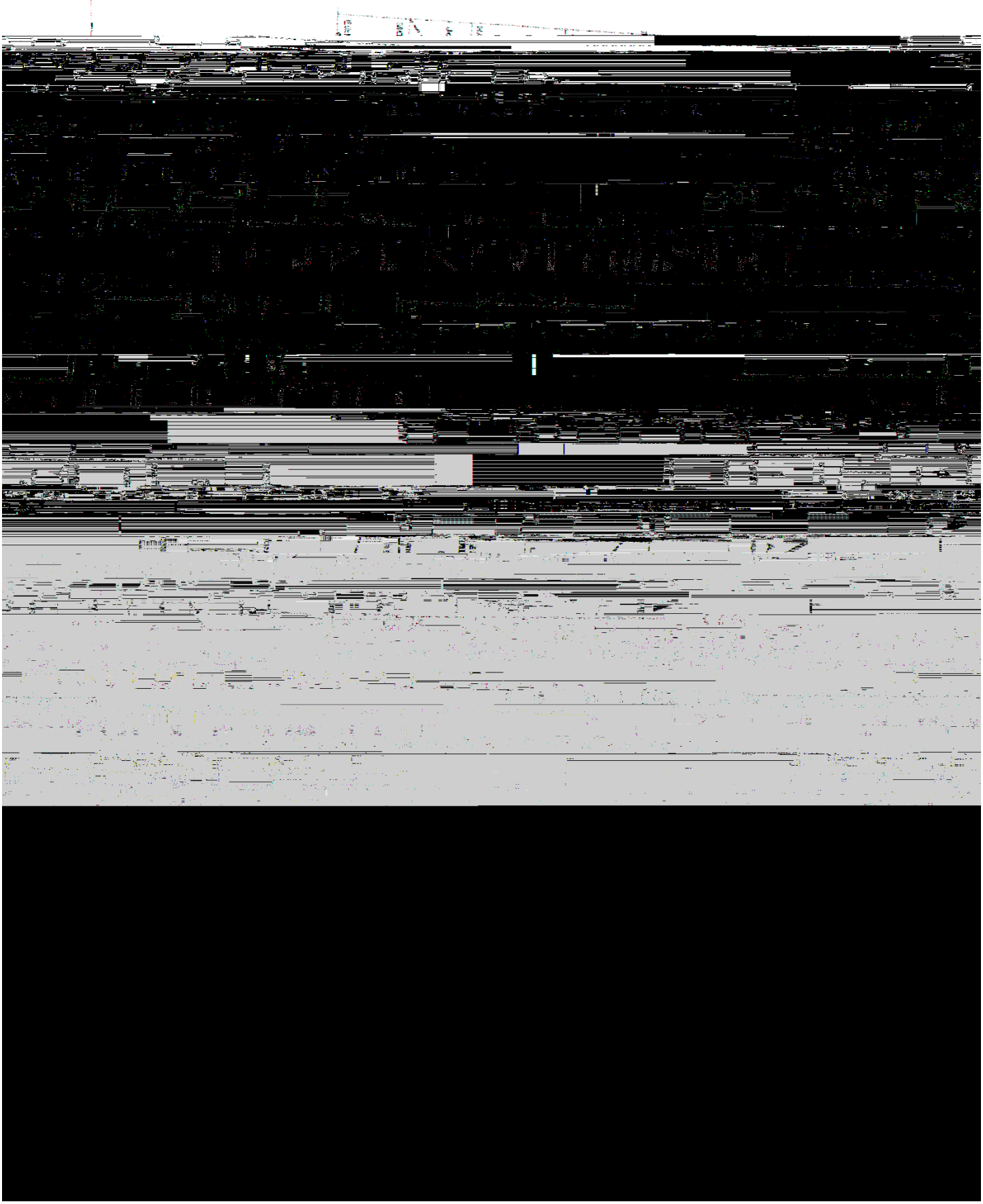
2. Specifications

1. This Invitation for Bid is issued to establish contracts to purchase a variety of Landscaping, Lawn and Agricultural Equipment, attachments, accessories, and parts for Various State Agencies throughout the State of Kansas on a Non-Mandatory basis.

2. Contract period shall be March 1st, 2023, through February 29th, 2024.

3. Open-Ended Contract: This Request is for an open-ended contract between a vendor and the State to furnish an undetermined quantity of a good or service in each period.

4. Deliveries: The State will be divided into six delivery districts as shown on the attached map. Bidders may offer pricing on one or more or all districts. All orders shall be shipped FOB Destination, prepaid, and included. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall notify the ordering agency of the expected delivery date or partial delivery date. The order may be



4.

Subject to the terms and conditions of the bid specifications and this contract, State hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to Procurement and Contracts on January 25, 2023, in response to Bid Event Number EVT0008926.

It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish Landscaping, Lawn & Agricultur al Equipment

HT 105	$689.99

BT 131	$759.99	$585.19	23%
BT 45 E	$529.99	$408.09	23%
BT 45 W	$529.99	$408.09	23%
GS 461 16	$2,549.99	$2,014.49	21%
GS 461 DI	$2,599.99	$2,053.99	21%
TS 410 12	$1,249.99	$987.49	21%
TS 420 14	$1,299.99	$1,026.99	21%
TS 440 14	$1,579.99	$1,248.19	21%
TS 500 14	$1,719.99	$1,358.79	21%
TS 700 14	$1,799.99	$1,421.99	21%
TS 800 16	$1,899.99	$1,500.99	21%

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Model	MSRP	Kansas State Bid Price	Discount		

[illegible]	-[illegible]	[illegible]	$447.19	14%
[illegible]		[illegible]	$386.99	14%
[illegible]		[illegible]	$395.59	14%
[illegible]		[illegible]	$404.19	14%
[illegible]	-[illegible]	[illegible]	$765.39	14%
[illegible]	-[illegible]	[illegible]	$773.99	14%
[illegible]	-[illegible]	[illegible]	$782.59	14%
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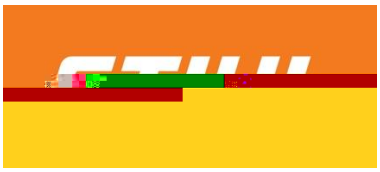

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Model	MSRP	Kansas State Bid Price	Discount
BGA 200	$479.99	$412.79	14%
BGA 300	$699.99	$601.99	14%
BGA 57	$159.99	$137.59	14%
BGA 57 SET	$199.99	$171.99	14%
BGA 60	$199.99	$171.99	14%
BGA 60 SET	$299.99	$257.99	14%
BGA 86	$279.99	$240.79	14%
BGA 86 SET	$689.99	$593.39	14%
BGE 61	$149.99	$128.99	14%
BGE 71	$169.99	$146.19	14%

All Pricing is subject to change at any time.

HTA 150	$669.99	$576.19	14%
HTA 160	$699.99	$601.99	14%
HTA 50	$319.99	$275.19	14%
HTA 50 SET	$499.99	$429.99	14%
HTA 66	$469.99	$404.19	14%
HTA 86	$569.99	$490.19	14%
KMA 120 R	$329.99	$283.79	14%
KMA 130 R	$379.99	$326.79	14%
KMA 135 R	$349.99	$300.99	14%
KMA 135 R SET	$569.99	$490.19	14%
KMA 80 R	$319.99	$275.19	14%

RMA 460 V SET	$599.99	$515.99	14%
RMA 510	$299.99	$257.99	14%
RMA 510 SET SUPER	$599.99	$515.99	14%
RMA 510 V	$499.99	$429.99	14%
RMA 510 V SET SUPER	$799.99	$687.99	14%
SE 122	$399.99	$343.99	14%
SE 33	$99.99	$85.99	14%
SE 62	$199.99	$171.99	14%
SEA 20	$99.99	$85.99	14%
SEA 20 SET			