



King County

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

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

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

VENDOR:
MCFARLAND CASCADE
P O BOX 1496
TACOMA, WA 98401

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
517577	0	1

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.

CREATION DATE	BUYER
25-JUL-11	R Keolker

DATE OF REVISION	BUYER

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	20829	Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(800) 314-0746	

LINE	PART NUMBER - DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	FURNISH WESTERN RED CEDAR OR ALASKAN YELLOW CEDAR UTILITY POLES AS REQUESTED BY VARIOUS AUTHORIZED KING COUNTY DEPARTMENTS, DIVISIONS, AND AGENCIES, IN ACCORDANCE WITH KING COUNTY ITB NUMBER 1344-11 AND THE RESPONDING BID OF MCFARLAND-CASCADE, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN. ESTIMATED ANNUAL CONTRACT VALUE \$60,950.00 Purchase Agreement Effective From: 26-JUL-11 To: 25-JUL-16						
		Amount Agreed:					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

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.

ACCEPTANCE:
This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

R Keolker
Authorized signature

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 otherwise 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: JULY 7, 2011

Invitation to Bid (ITB) Title: Utility Poles

ITB Number: 1344-11-GMK

Due Date: July 21, 2011 at 2 p.m.

Buyer: Gina Keolker, gina.keolker@kingcounty.gov, 206-263-9387

Alternate Buyer: Janet Harjo, janet.harjo@kingcounty.gov, 206-263-3286

Furnish utility poles in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 60,950.00 plus applicable sales tax (Prices firm for each one year period, subject to review and negotiation each twelve month interval)

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

McFarland Cascade Holdings Inc

Address

1640 East Marc St

City/State /Postal Code

Tacoma, WA 98421

Signature

Print name and title

Terry E. Berg, Territory Sales manager

Email

terryb@ldm.com

Phone

253/597-3338

Fax

253/627-4188

SCS/DBE Certification Number

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.

SECTION 6 Bid Response

6.1 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.

6.2 Delivery

Delivery is required as soon as possible and not later than 45 of days after verbal placement of an order. All deliveries shall be made using a self un-loader truck. Bid prices shall include delivery, FOB destination, to the following location:

2255 4TH Avenue South
Seattle WA 98134

6.3 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:

The date printed on the invoice is more than three days earlier than the invoice receipt date;

The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;

An invoice is received prior to receiving goods ordered.

Prompt pay discount offered 0 % - 0 Days, Net 30

6.4 Pricing

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

Item#	Est. Annual Qty	Description	Unit Price	Extended Price
1	15	Butt-Treated Western Red Cedar Poles, 35' Class One, No Roof Cut	\$538.00	\$8,070 for one 12 month year
2	80	Butt-Treated Western Red Cedar Poles, 40' Class One, No Roof Cut	\$661.00	\$52,880 for one 12 month year
			Total	\$60,950.00 plus tax, if applicable
		5 Year Total (Total x 5), Insert on Cover Page		Subject to review annually - see attached letter for further details.



to the transaction shall be the liability of the Buyer at time of sale or at anytime thereafter.

This quotation does not provide any form of indemnification nor does it provide for the payment of any liquidated and/or consequential damages unless Buyer and McFarland Cascade mutually execute a formal agreement containing these specific terms.

By: 
TERRY BERG
TERRITORY SALES MANAGER