

# **CITY OF CHENEY LIGHT DEPARTMENT**

## **INVITATION TO BID**

### **Wood Poles Purchase - CLD # 24-001**

#### **Material to be Provided:**

Wood Poles of various sizes and classes. See attached Request for quotation and specifications.

#### **Delivery:**

Poles shall be delivered FOB to City of Cheney Light Department, 112 Anderson Road, Cheney, WA 99004. Delivery time may be a determining factor in the selection of the unit.

#### **Terms and Conditions:**

These terms and conditions apply unless stipulated otherwise.

City of Cheney Wood Pole Specifications and Framing Guide  
City of Cheney Standard Terms and Conditions

#### **Bid Form:**

Bidder shall supply bid information on the included form provided by the City.

#### **Bid Due Date:**

The bid must be received before 10:00 AM on Wednesday, January 10, 2024

#### **Bid Bond:**

Bid bond of 5% of the total bid required to be submitted with sealed bid.

#### **Taxes:**

Bid price shall include all applicable taxes except Washington State Sales Tax; sales tax shall be listed as a separate item on the bid form.

#### **Time Limit on Bid Prices:**

Bid prices shall be valid for thirty (30) days following the bid deadline, and shall expire thereafter unless renewed by the bidder or unless the City has given written notice of acceptance to the successful bidder.

#### **Shipping:**

Bid prices shall include all freight costs for delivery of the poles to the point of delivery, FOB 112 Anderson Road, Cheney, WA 99004.

**Wood Pole Purchase - CLD # 24-001**

**Due: 10:00 A.M. January 10, 2024**

Sealed bids must be submitted in a sealed envelope addressed as shown below:

**City of Cheney City Clerk  
Sealed Bid  
Pole Purchase Bid # CLD 24-001  
609 Second Street,  
Cheney, WA 99004**

Please quote net prices at which you will agree to furnish any or all of the following articles FOB Cheney destination shown below. To receive consideration, bids must be made on the form and signed in full. Prices must be based on our units, extended and totaled. Delivery guarantee must be filled in. The Purchaser reserves the right to accept or reject quotations on each item separately or as a whole, or to reject any and all quotations.

Description of item	Quantity	Unit	Unit Price	Total
40' Class 2 wood pole, full treated doug fir	50	EA		
45' Class 2 wood pole, full treated doug fir	50	EA		
<b><u>Please refer to the attached pole specifications and framing guide.</u></b>				

We have read the conditions noted above and agree thereto and have stated here on the prices at which we will furnish and deliver at location named above. We guarantee shipment from \_\_\_\_\_ via \_\_\_\_\_ within \_\_\_\_\_ days/weeks, FOB final destination after receipt of order.

Subtotal _____
Tax (8.9%) _____
Total _____
Bid Expires on _____
(Not less than 30 days)

**Firm Name:** \_\_\_\_\_ **By:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_  
**State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_ **Date:** \_\_\_\_\_

\*\*\*\*\* THIS IS NOT AN ORDER \*\*\*\*\*

## **CHENEY SPECIFICATIONS FOR WOOD POLES**

- 1) Poles shall be framed according to the Cheney Light Department Pole Framing Guide. (Attached)
- 2) Poles shall comply with ANSI 05.1 1992 Wood Poles - Specifications and Dimensions
- 3) Pressure treatment shall comply with AWPA C1-97 - All timber products, pressure treatment and C4-95 Poles - preservative treatment by pressure processes.
- 4) Vendor shall provide third-party inspection and shall submit written certification of the third-party inspections.
- 5) Poles shall be delivered FOB 112 Anderson Road, Cheney, WA on a self-loading truck. **Delivery times will be accepted Monday through Friday, 7:30 a.m. – 3:00 p.m. Call Karen at 509-498-9230 at least 24 hours in advance of delivery.**

City may reject any pole within 30 days of delivery. Vendor is responsible for shipping costs of returning rejected poles to vendor.

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## Cheney Light Department Pole Framing Guide

Through-bolt holes must be parallel and in the same plane.

Holes: Drill 11/16" diameter.

Gains: Gains are to be flat with plane at right angles to bolt hole. 24" slab gain on the face of the pole

Roofs at a 15 degree angle.

Bottom of brand or center of metal disk shall be 10' +/- 1" from Pole butt; 14' +/- 1" mark for poles 55' and longer.

Manufacturer's mark and date of treatment, (month and year).

Brand with proper length and class.

Brand with species, preservative code and retention.

Tolerance:

Holes: On the gain +/- 1/8" from the centerlines of the holes.

On the side opposite the gain +/- 1/4" from the centerline of the holes.

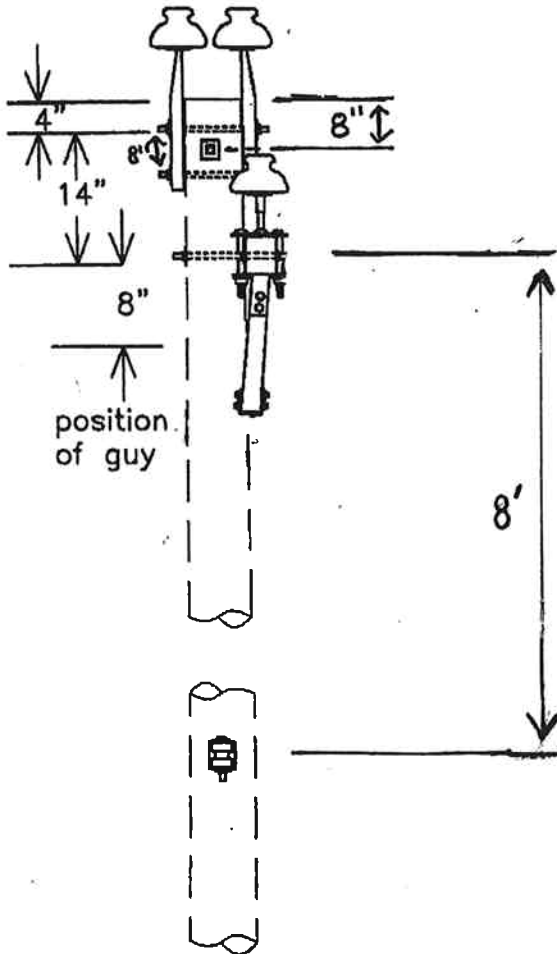
Location: Measured from roof.

Gain side +/- 1/4"

Opposite side +/- 1/2"

Diameter: +/- 1/16"

Gains out of parallel +/- 1/2"



**CITY OF CHENEY  
PURCHASE ORDER CONTRACT  
STANDARD TERMS AND CONDITIONS**

This Purchase Order Contract becomes effective upon the City's issuance of a Purchase Order which accepts Vendor's bid presented on the Bid Form. Thereafter, the following are the contract terms and conditions between Vendor and the City.

1. **CONTRACT DOCUMENTS:** The Invitation to Bid or Request for Qualifications, Specifications, Plans, signed Bid Form and Purchase Order are the contract documents which are incorporated herein. In the event of a conflict, the above documents shall be interpreted first according to these Standard Terms and Conditions and second in the order listed above.

2. **HANDLING:** No charges will be allowed for handling which includes, but is not limited to: packing, wrapping, bags, containers or reels, unless otherwise stated herein.

3. **DELIVERY:** For an exception to the delivery date as specified on the Purchase Order, Vendor shall obtain written approval from the City.

The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for timely performance of remaining obligations to be performed by the Vendor.

4. **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES:** Payment will not made nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified or, if no terms are specified, within thirty days.

5. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. Where shipping addresses indicate room numbers, Vendor shall make delivery to that location. Where specific authorization is granted to ship goods F.O.B. shipping point, Vendor agrees to prepay all shipping charges, route as instructed or, if instructions are not provided, route by common carrier, and to bill the City as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. The City reserves the right to refuse C.O.D. shipments.

6. **REJECTION:** All goods or materials purchased herein are subject to approval by the City. Any rejection of goods or materials because of nonconformity with the terms, conditions or specifications, whether held by the City or returned, will be at the Vendor's risk and expense. The City shall be afforded a reasonable period to inspect and reject goods or materials.

7. **IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents shall contain the applicable purchase order number.

8. **INFRINGEMENTS:** Vendor agrees to protect and save harmless the City against all claims, suits or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.

9. **TAXES:** Unless otherwise indicated, the Purchaser agrees to pay all State of Washington sales or use tax. City of Cheney Tax ID # 91-6001236. No charge by Vendor shall be made for federal excise taxes, and the Purchaser agrees to furnish Vendor, upon acceptance of articles supplies under this order, with an exception certificate, if so requested.

10. **LIENS, CLAIMS, AND ENCUMBRANCES:** Vendor warrants and represents that all the goods and materials are free and clear of all liens, claims and encumbrances.

11. **OFF-SHORE ITEMS:** In accordance with Chapter 39.25 RCW, upon completion of this order, Vendor shall furnish a certified statement setting forth the nature and source of off-shore items in excess of \$2,500.

12. **NON-DISCRIMINATION AND AFFIRMATIVE ACTION:** The Vendor shall not discriminate against any employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. Vendor who is in violation of this clause or an applicable Affirmative Action Program shall be barred from future bidding with the City until otherwise determined by the City.

13. **BRANDS:** When a special band is named it is solely for the purpose of indicating the standard of quality, performance,

or use desired. Brands of equal quality, performance, and use shall be considered, provided Vendor specifies the brand and model and submits descriptive literature, when available. Any bid or quotation containing a brand which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal.

14. **TERMINATION FOR CONVENIENCE:** City reserves the right to immediately terminate this Purchase Order Contract for convenience. In such event Vendor shall immediately stop all work and observe any instructions from City. City shall pay Vendor an equitable amount for work performed prior to termination.
15. **TERMINATION FOR CAUSE:** City may terminate this Purchase Order Contract for cause in the event of any default by Vendor, including failure of the Vendor to comply with the terms and conditions of this Purchase Order Contract. Late deliveries, deliveries of Goods and Services which are defective or do not conform to this Purchase Order shall be cause allowing City to terminate this Purchase Order Contract. In the event of termination for cause, the City shall not be liable to Vendor for damages, costs or fees, and Vendor shall be liable to City for all damages sustained by reason of the default.
16. **TITLE AND RISK OF LOSS:** Title and risk of loss for goods and materials shall remain with Vendor until City in writing has accepted and approved the goods. Acceptance of delivery is not approval of the goods or materials.
17. **WARRANTIES:** Vendor warrants that all goods furnished under this Purchase Order shall conform to all purchase specifications shall be merchantable, new, suitable for the uses intended by City, shall conform to all samples, drawings, descriptions, and specifications furnished, and shall be free of liens and encumbrances. Vendor warrants that any software products provided hereunder shall perform substantially in accordance with applicable specifications. For a period of not less than twelve (12) months from the date that City approves and accepts the goods, Vendor warrants that the goods shall be free from all defects in design, workmanship and material. The above warranties shall not be deemed to exclude Vendor's standard warranties. Vendor shall extend to City all warranties that Vendor receives from its suppliers. Vendor at its option and expense shall repair or replace any goods not conforming to this warranty promptly when notified of such nonconformity by City. In the event of Vendor's failure to repair or replace nonconforming goods the City, after reasonable notice to Vendor, may make such repairs or replacements and charge Vendor for the cost incurred by City in doing so, and Vendor shall refund to City any payments previously made by City to Vendor.
18. **COMMERCIAL CODE:** The provisions of the Uniform Commercial Code as adapted by the State of Washington, to the extent not modified by this Purchase Order Contract, shall govern the rights and obligations of City as buyer and Vendor as seller.
19. **COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable laws, ordinances, codes, and regulations of any governmental agency having jurisdiction over the subject matter of this Purchase Order Contract, and shall obtain any required permits and licenses.
20. **ENTIRE AGREEMENT; MODIFICATION:** This Purchase Order Contract, including any documents referred to herein, constitute the entire agreement between City and Vendor. No modification to this Purchase Order Contract shall be effective unless reduced to writing and executed by City and Vendor. Vendor may not assign or subcontract any part of this Purchase Order without the prior written consent of City.
21. **CONSEQUENTIAL DAMAGE LIMITATION:** Under no circumstances shall City or Vendor be liable to the other for lost income, lost profits, destruction or impairment of value of business, or other consequential damages, arising out of the sale of goods contemplated by this Purchase Order Contract.
22. **HOLD HARMLESS:** Vendor shall hold harmless and indemnify the City from all loss, damage, injury, liability, cost or expense to any person or property arising from the acts or omissions of Vendor, its employees, agents and contractors.

**Term and Conditions Accepted by**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_