



March 8, 2019

Bidder:

Traverse City Light & Power (TCL&P) will receive sealed bids in the office of TCL&P, 1131 Hastings Street, Traverse City, Michigan, 49686, until **Friday, March 29, 2019, at time 2:00 PM** for the following project:

Critical & Large Customers #4
(specifications attached)

It is the sole responsibility of the Bidder to check the website for updates and addenda prior to the bid being submitted. Updates can be found using the following link: <http://www.tclp.org/Display/Items/RFPs>. Bidder may also sign up to receive notifications when bids and RFP's are posted by sending an e-mail requesting same to stvardek@tclp.org.

TCL&P reserves the right to accept or reject any or all bids, waive irregularities, and to accept the bids either on an entire or individual basis that is in the best interest of TCL&P.

TCL&P accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder.

Only the successful Bidder will be notified. If you desire, you may call for results.

You must indicate on the **outside** of the sealed envelope that the bid is for the "Critical & Large Customers #4."

You must submit **TWO (2) SEALED COPIES** of the bid to TCL&P prior to the above-indicated time and date or the bid will not be accepted. Telefaxed or E-Mail bids will not be accepted.

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed bid prior to the date and time specified above in order to be considered. Please ensure that all requirements listed in the specifications are met.

Please direct ALL questions to: Tony Chartrand, System Engineer, Traverse City Light & Power, at (231) 932-4562 before the bid is submitted.

PLEASE SUBMIT BID TO: Stephanie Tvardek, Scheduling & Operations Coordinator
Traverse City Light & Power
1131 Hastings Street
Traverse City, MI 49686



❖ SPECIFICATIONS

1. Scope of Work

TCL&P is requesting bids to provide all labor, equipment and material (most material is Owner-Furnished) necessary for the installation of 430' of 3Ø #336.4 ACSR, 420' of 6" and 210' of 4" conduit via directional boring or open trench, equipment box pads, and below grade grounding systems as well as cable, equipment, terminations and overhead line construction. This project is being undertaken to upgrade the incoming line to a critical customer.

The project is located around the intersection of Carver Street and Woodmere Avenue within the City of Traverse City, Michigan. Location map is provided on the construction drawings (Attachment A). All bidders must familiarize themselves with the site conditions prior to submitting a bid for this project. All work must be completed no later than July 1, 2019.

TCL&P will furnish most of the material required for this project. The contractor will be responsible to provide the equipment and material to perform the cad welds for the switchgear ground grid. The Successful Bidder will be responsible for retrieving all Owner-Furnished material from TCL&P's warehouse, located at 1131 Hastings Street, Traverse City, Michigan, and transporting it to the project location.

The Successful Bidder will be required to submit a Certificate of Insurance meeting the requirements stated herein along with a Performance and Payment Bond (for the Total Construction Cost) prior to commencing the work. These Bonds shall remain in effect at least until one year after the date when final payment becomes due.

Bids must be submitted on a unit price basis on the attached forms along with a 10% bid bond. All sales, consumer, use and other similar taxes required by law to be paid by the Bidder shall be included in the bid price.

2. Instructions to Bidders

- A. All bids must be submitted on the forms provided including the bid form.
- B. Successful Bidder invoicing will be completed on a as completed basis as outlined in the contract. All invoicing will be on a lump sum basis and will show the total bid amount, completed percentage to date, amount billed to date, and current billing amount. Retainage in the amount of 10% of the work completed to date will be withheld until the project is completed in full.
- C. The Successful Bidder will submit all invoices directly to the Engineer for payment. All invoices must show Traverse City Light & Power as the invoiced party.
- D. Permitting, with the exception of traffic control, will be completed by TCL&P.



3. Pre-Bid Meeting

No pre-bid meeting will be held. Please direct questions to the Engineer no later than March 22, 2019 to allow a bid addendum to be sent out including the answers to all questions asked.

4. Completion Date

- A. All work on the project(s) must be substantially complete on or before June 15, 2019 and fully completed by the Successful Bidder no later than July 1, 2019.

5. Owner-Furnished Material

- A. TCL&P will furnish most material required for the project. If the Successful Bidder requires more material during the project they must contact the Engineer to obtain the material.
- B. The Successful Bidder will be required to pickup and transport all material which is supplied from TCL&P's warehouse, located at 1131 Hastings Street, Traverse City, Michigan, to the project site.

6. Permitting

- A. Permitting, with the exception of traffic control, will be completed by TCL&P.

7. Traffic Control

- A. Successful Bidder is responsible for all traffic control, road, land and shoulder closures required to complete the project including flaggers. All required traffic control signage must be utilized and be in accordance with the latest edition of the Michigan Manual of Uniform Traffic Control Devices. All traffic control along state controlled highways must meet MDOT standards, regulations and requirements.

8. Trenching, Backfilling and Conduit Installation

- A. Install all conduits via method listed (open trench or directional bore) and to the depths shown on the drawings.
- B. Trenching will occur adjacent to existing below grade active utility systems. The Successful Bidder shall take this into account during the bidding process. No extras will be paid for hand digging or other work methods required to expose and safely install the new conduit system.
- C. Utilize rigid PVC, type schedule 40, 90° C, for conduit underground installed via open trench.



- D. Utilize rigid galvanized steel or fiberglass elbows for all horizontal elbows and sweeps and where shown for vertical elbows on the primary electrical conduit system.
- E. Successful Bidder shall place and tamp 2 inch bed of clean sand or soil under cable, conduit or duct. Place 4 inches of clean soil above cable, conduit or duct. Cleaned soil backfill, when used, must not contain material larger than 1 inch.
- F. Install conduit free from dents and bruises. Plug ends to prevent entry of dirt or moisture.
- G. Clean out conduit and install pull string following complete installation of conduit section between equipment, handholes, or box pads with an appropriately sized brush.
- H. Install plugs with pull string tabs on all completed conduit runs following pull string installation.
- I. All conduits stubbed below grade shall be capped with #4 rebar installed at the end of the conduit. Witness all stubbed conduits to three fixed objects, measure depth below finish grade, take digital photograph and provide information to Owner at project close-out.
- J. Route conduit to avoid utility obstructions, minimizing crossovers. Maintain a minimum of 12 inch clearance to all foreign utilities.
- K. Complete backfilling so as to minimize voids. Compact in 12 inch layers to 95% modified proctor. Pile excess soil on top and tamp. Remove all rock and debris from site, and repair any damage to premises immediately.
- L. Do not bury pieces of scrap cable or other material remaining after installation in trench.
- M. Restore surfaces of backfilled trenches to rough grade including all leveling and compacting.

9. Directional Boring

- A. All pipe for directional boring will be HDPE, SDR 13.5, all red, and will be supplied by the Successful Bidder. HDPE sweeps shall be either black or all red and shall be supplied by the Successful Bidder. HDPE sweeps shall include a coupling or labor to electrically weld the sweep to the straight pipe.
- B. Refer to the following reference standards and guidelines:
 - 1. MDOT 3701. Overview and Introduction of Trenchless Installation within MDOT Right-of-Way
 - 2. MDOT 3703A. Special Conditions for Horizontal Directional Drilling (HDD)
 - 3. HDD – Horizontal Directional Drilling Good Practices Guidelines



- C. The Successful Bidder will place silt fence between all drilling operations and any drainage wetland, waterway or other area designated for such protection by the contract documents, state, federal, or local regulations. The Successful Bidder will adhere to all applicable environmental regulations.
- D. Successful Bidder must set all equipment in upland areas and maintain 10.0' clearance from conduit to bottom of all wetlands, streams, rivers, and creeks.
- E. The directional drilling equipment will consist of a directional drilling rig of sufficient capacity to perform the bore and pullback of the pipe, a drilling fluid mixing and delivery system of sufficient capacity to successfully complete the crossing, a guidance system to accurately guide boring operations and trained competent personnel to operate the system. All equipment will be in good, safe operating condition with sufficient supplies, materials, and spare parts on hand to maintain the system in good working order for the duration of the work.
- F. The directional drilling machine will consist of a hydraulically powered system to rotate, push and pull hollow drill pipe into the ground at a variable angle while delivering a pressurized fluid mixture to a guidable drill (bore) head. The machine will be anchored to the ground to withstand the pulling, pushing and rotating pressure required to complete the crossing. The hydraulic power system will be self-contained with sufficient pressure and volume to power drilling operations. Hydraulic system will be free of leaks. Drilling rig will have system to monitor and record maximum pull-back pressure during pull-back operations.
- G. The drill head will be adequately steerable by changing its rotation and will provide necessary cutting surfaces and drilling fluid jets.
- H. Drill pipe will be constructed of high quality 4130 seamless tubing, grade D or better, with threaded box and pins. Tool joints should be hardened to 32-36 RC. Drill pipe must meet the bend radii required for the proposed installation.
- I. A self-contained, closed, drilling fluid mixing system will be of sufficient size to mix and deliver drilling fluid composed of bentonite clay, potable water and appropriate additives. Mixing system will be able to molecularly shear individual bentonite particles from the dry powder to avoid clumping and ensure thorough mixing. The drilling fluid reservoir tank will be sized for adequate storage of the mud. The mixing system will continually agitate the drilling fluid during drilling operations.
- J. Drilling fluids will be composed of clean water and an appropriate additive. Water will be from a clean source with a pH of 8.5-10 and/or as per mixing requirements from the manufacturer. Water of lower pH or with excessive calcium will be treated with the appropriate amount of sodium carbonate or equal. The water and additives will be mixed thoroughly and be absent of any clumps or clods. No hazardous additives may be used. Drilling fluid will be maintained at a viscosity sufficient to suspend cuttings and maintain



the integrity of bore wall. The Successful Bidder will be responsible to supply all water required for the drilling operation.

- K. Determination of appropriate drilling fluid should take into account hole diameters, depth, groundwater elevation, soil density, cohesion, and head losses between measurement point (drilling rig) and injection point (drill head).
- L. The drilling fluid pumping system will have a minimum capacity to supply drilling fluid in accordance with the drilling equipment pull back rating at a constant required pressure. The delivery system will have filters in-line to prevent solids from being pumped into the drill pipe. Connections between the pump and drill pipe will be relatively leak free. Used drilling fluid and drilling fluid spilled during drilling operations must be contained and vacuumed up immediately following each drilling operation.
- M. Following drilling operations, the Successful Bidder will demobilize equipment and restore the work area as noted on the drawings, to original conditions, or to satisfy requirements of permits whichever is most strict. All excavations will be fully backfilled and compacted to existing grade. Where drilling fluid is not allowed to be disposed of on the project site, it will be removed by a vacuum truck and disposed of by the Successful Bidder. If the drawings or permits do not clearly specify where drilling fluid is to be disposed of, The Successful Bidder shall remove it per the methods noted herein.
- N. Clean out all conduits/pipe following complete installation of each conduit/pipe section between equipment, handholes, or box pads with an appropriately sized brush and install a pull string. Secure the pull string at each conduit/pipe end to ensure it does not fall back into the pipe. Cap all conduits/pipes stubbed above grade at poles to keep water and debris from entering the conduit/pipe.
- O. The Successful Bidder will provide an as-built drawing of the pipe installation including horizontal position to fixed reference points such as center of roadway, distance off ROW line, etc. and depth below grade, water, bottom of stream, river, lake, etc. Horizontal and vertical positions shall be noted a minimum of every twenty feet along the route.

10. Site Restoration

- A. Successful Bidder is responsible to restore or replace when any public or private property is damaged by their work, equipment or employees, to a condition at least equal to that existing immediately prior to the beginning of Successful Bidder's operations. This includes all highway, driveway, walk or landscaping, etc. TCL&P will invoice Successful Bidder for said site restoration work if the site is not restored to initial condition or better.

11. Pre-cast Equipment Foundations

- A. Place equipment box pads on 6 inches of MDOT 34R pea gravel over undisturbed soil. Extend pea gravel minimum 6 inches outside edge of box pad.



- B. Install box pads level at specified elevation.
- C. Locate top of box pads the specified distance above finish grade according to the construction specification drawings.
- D. Backfill around box pad excavation with MDOT Class 2 sand.
- E. Provide, construct and install treated deckboard system covering openings on all equipment foundations. Secure covers to foundations with galvanized screws.

12. Grounding Assembly Units

- A. Ground rods shall be driven full length in undisturbed earth in accordance with the Construction Specification Drawings.
- B. Use exothermic welds as specified. The Successful Bidder shall supply all exothermic weld molds, metal, and strikers to complete exothermic welds.
- C. Bury all ground wire minimum 12 inches below finish grade. Increase depth as required in areas where additional excavations may occur.
- D. Coordinate installation of grounding system with additional utility installations that will occur at the same location.

13. Safety Rules

- A. The Successful Bidder shall have a written safety program in place to adequately protect their employees from workplace hazards. Written documentation of the safety program and employee trainings shall be made available to Owner upon request. The Successful Bidder is ultimately responsible for the safety of all Successful Bidder employees while completing the project(s).
- B. The Owner reserves the right to stop work on the project(s) immediately following any Successful Bidder related injury or accident during the accident investigation period.

14. Leaving the Project(s) for Extended Time Periods

- A. Following commencement of work on the project(s), the Successful Bidder shall not abandon the Project for an extended length of time unless granted written permission from the Owner. The Owner will review the project schedule to verify that the Successful Bidder has provided sufficient crews and equipment to keep the project on schedule prior to granting permission to leave for an extended time period. The Owner's intent is to insure the Successful Bidder is progressing throughout the duration of the Project.



- B. Should the Successful Bidder abandon the Project for greater than five working days, the Successful Bidder must leave the Project in a safe and reliable state. This includes but is not limited to:
1. All excavations backfilled and compacted to grade.
 2. All pavement removals backfilled and temporary patched with MDOT 22A gravel, “cold-patch” or concrete.
 3. All equipment box pads covered and material moved to a secure area.
 4. All Successful Bidder owned vehicles and equipment removed from the project site and moved to an area approved by the Owner.
- C. Should the Successful Bidder leave the project and not comply with the items above, the Owner retains the right to complete those incomplete items and charge the Successful Bidder for all labor and equipment time and material utilized. This includes payment to outside Successful Bidders to complete the required work.

15. Contract Date Extensions

- A. All requests for contract date extensions shall be written requests and submitted to the Owner.
- B. Extensions requests based on weather related delays shall include documentation provided by the Successful Bidder of non-working days due to inclement weather.



❖ INSURANCE REQUIREMENTS

The following insurance requirements must be met throughout the project:

- A. The Successful Bidder shall file with Traverse City Light & Power (TCL&P) satisfactory certificates of insurance prior to commencement of construction. The form, content and limits of such insurance, together with the insurer thereof in each case, shall be acceptable to TCL&P (Best rating of A or better.) Advance written notice will be given to TCL&P before any material modification, cancellation, or expiration of any policy covered thereby. Notice of policy material modification, cancellation, or expiration shall be made by certified mail to TCL&P.
- B. Should any of the insurance requirements stated herein be terminated by the Insurer, the Insurer will mail thirty days written notice to TCL&P. Failure to mail by the Insurer will not waive the obligation or liability of any kind upon the insurer affording coverage. These requirements must be stated on all certificates of insurance. Modifications of the standard cancellation clause is acceptable.
- C. All certificates shall list any exclusions which are nonstandard within the industry as they appear on the policy.
- D. Each insurance policy shall have an Additional Insured endorsement naming TCL&P, its officers, agents, directors, and employees (including the Engineer). The issuing company for comprehensive general liability and excess liability shall waive subrogation of all claims against parties named as additional insureds.
- E. The worker's compensation, automobile liability, and general liability insurance specified shall apply to all Successful Bidders on site.
- F. For insurance purposes, the title of ownership of the equipment, if any, furnished by the Successful Bidder shall remain with the Successful Bidder until official acceptance of the work by TCL&P.
- G. Third Party Beneficiaries. If the Successful Bidder is doing all or a part of the work in public rights-of-way, the City of Traverse City and Grand Traverse County, including their Departments and Commissions, are third party beneficiaries of the Successful Bidder's obligations under this RFP and they shall be added as named Additional Insureds in all requires insurance policies. Except for those entities, there are no other third party beneficiaries intended by the parties.
- H. Insurance types and coverages:
 - 1. Workers' Compensation: The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and Successful Bidder shall provide a certificate of insurance or copy of state approval for self-insurance to TCL&P upon execution of this Contract.



2. Comprehensive General Liability Insurance Coverage: Naming the City Of Traverse City and TCL&P as additional insured's:

Limits for bodily injury or death not less than \$2,000,000 for each person \$2,000,000 for each incident.

This insurance must cover timber trespass

3. Owners and Successful Bidders Protective Liability Insurance Coverage \$2,000,000.00 minimum coverage.

The Successful Bidder agrees not to change such insurance and agrees to maintain such insurance throughout the period of performance of this Agreement. Successful Bidder will upon execution of this Agreement provide a certificate of insurance to the TCL&P Controller. Such certificate shall name TCL&P as an additional insured with the broad form endorsement for ongoing operations and completed operations on the insurance policies for general liability, excess liability, and Successful Bidder liability. Successful Bidder shall also provide Additional Insured Endorsement CG 20330413 or its equivalent. If any of the required insurance is not renewed or canceled, the Successful Bidder and all subSuccessful Bidders shall cease operations and shall not resume until new insurance is obtained. Successful Bidder shall obtain Third Party Notice Endorsement IL 79901010 for each required policy requiring the insurer to give Owner 30 days' notice of non-renewal or cancellation.

4. Comprehensive Automobile Liability Insurance Coverage: On all self-propelled vehicles used in connection with the contract whether owned, non-owned, or hired in the minimum coverage amount of \$2,000,000.

Property damage limit shall not be less than \$1,000,000 for each incident.



❖ UNIT DESCRIPTIONS

1. **Trenching Assembly Units.** Consists of one (1) lineal foot of trenching in soil, measured parallel to the surface of the ground, of a width and depth sufficient to provide a minimum 42” of cover over primary (>600V) electric conduits and 24” of cover over secondary (≤600V) electric and communication conduits, including all labor and equipment necessary to perform the excavation, backfilling, and compaction. This unit includes all labor for the installation of warning tape 12” above the shallowest conduit in the trench. This unit includes all labor and equipment, including hand digging, required to complete proper “Miss Dig” procedures, to protect adjacent utilities lines, pipes, poles, etc., and to restore disturbed areas to rough grade. Site restoration, including top soil, seeding, and pavement repair are included in separate units or will be completed by others.
2. **Conduit Installation Units.** Consists of the installation of one (1) lineal foot on conduit of the listed size and type in an open trench measured horizontally between ends for the entire length of conduit. The unit includes all labor and equipment to measure, cut, clean and join conduit sections, all labor to provide required conduit separation including spacer installation, and all labor to install conduit couplings, PVC sweeps, plugs, caps, and witness conduit ends. Rigid galvanized steel and fiberglass sweeps are included in separate units. This unit also includes all labor to clean the conduit interior with an appropriately sized brush and install a pull string between completed end points. Conduit cleaning and pull string installation are to be completed after conduit raceway between designated end points is finished.
3. **Directional Boring Unit.** Consists of one (1) lineal foot of directional boring, back reaming, and installation of conduit/pipe in the listed number, size and type, measured parallel to the ground including all labor, equipment and fluids required to fuse HDPE pipe sections together and complete the boring. This unit includes all labor and equipment, including hand digging, required to complete proper “Miss Dig” procedures including locating existing utilities along the path of boring and to restore disturbed areas to rough grade. Site restoration, including top soil, seeding, and pavement repair are included in separate units or will be completed by others. This unit includes all labor and equipment necessary for the cleanup and disposal of drilling fluids utilizing a vacuum truck. This unit also includes all labor to clean the conduit/pipe interior with an appropriately sized brush and install a pull string between completed end points. Conduit/pipe cleaning and pull string installation are to be completed after conduit/pipe raceway between designated end points is finished.
4. **Conduit Sweep/Elbow Installation Unit.** Consists of the installation of one (1) conduit sweep/elbow of the listed size, radius and material type in an open trench including all labor and equipment required to install the conduit sweep/elbow and connect to straight conduit sections and/or terminate in a handhole or equipment box pad. This unit includes all labor and equipment required to install PVC terminal adapters on the rigid galvanized steel conduit (RGC) sweeps and fuse HDPE sweeps to straight line pipe. Fiberglass sweeps must include integral PVC couplings.



5. **Equipment Box Pad Installation Unit.** Consists of the installation of one (1) equipment fiber-crete or fiberglass box pad of the size noted, level and plumb, including all excavation, gravel bed, backfill and compaction to rough grade. This unit includes the supplying, fabrication, and installation of treated wood covers for each equipment box pad. Site restoration, including top soil, seeding, and pavement repair are included in separate units or will be completed by others. Standard box pad depths are as follows: transformers 18"; sectionalizing cabinets 36", fused cabinets 36".
6. **Grounding Assembly Units.** Consists of the installation of one (1) ground rod, one (1) lineal foot of copper ground wire, or one (1) exothermic weld of the size and type noted including all excavation, backfill and compaction to rough grade. Ground rod units include all labor and equipment necessary to install one (1) ground rod to the specified depth below grade, plus coupling. Exothermic weld units consist of the labor, material and equipment necessary to exothermically weld copper ground wire to ground rods or to weld to other copper ground wire.
7. **Saw Cutting Units.** Consists of one (1) lineal foot of pavement cutting measured parallel to the surface of the ground, to the specified depth, in inches. This unit includes the necessary labor and equipment, including water required to complete the saw cutting procedure. All charges associated with blade use are included in the unit price associated with this unit.
8. **Pavement Removal Units.** Consists of one (1) square yard of pavement or one (1) lineal foot of curb and gutter removal including all labor and equipment necessary to break up the pavement or curb and gutter (including additional saw cutting), loading into trucks, hauling and disposal.
9. **Aggregate and Sand Backfill Units.** Consists of one (1) square yard of aggregate base compacted in place to the depth noted or one (1) cubic yard of sand backfill in the MDOT class and type listed. This unit includes all labor, material and equipment necessary for hauling, spreading, and compaction of the aggregate base or sand backfill.
10. **Paving Units.** Consists of one (1) square yard of pavement installation of the listed type to the depth noted including all necessary labor, material and equipment required to install the pavement to the current construction standards of the City of Traverse City.



❖ IRAN ECONOMIC SANCTIONS ACT

**Sworn and Notarized Affidavit of Compliance
Iran Economic Sanctions Act
Michigan Public Act No. 517 of 2012**

All bidders must submit the following certification statement in compliance with Public Act No. 517 of 2012 (the “Iran Economic Sanctions Act”) and attach this form to the bid. **Traverse City Light & Power shall not accept any bid that does not include this sworn and notarized certification of statement.**

The undersigned, the owner or authorized officer of _____ (the Bidder), hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, and that in the event the Bidder is awarded a contract for the Critical & Large Customers #4, the Bidder will not become an “Iran linked business” at any time during the course of performing the work or any services under the contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification is made, whichever is greater, the cost of Traverse City Light & Power’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a Request for Proposal for 3 years from the date it is determined that the person has submitted the false certification.

BIDDER

By: _____
Its: _____
Date: _____

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, _____, by

_____ .

_____, Notary Public
_____, County, _____
My Commission Expires: _____
Acting in the County of: _____



❖ **BID SUMMARY**

Bidder – Please complete and return

TITLE: Critical & Large Customer #4

DUE DATE: Friday, March 29, 2019 at time 2:00 PM

Having carefully examined the specifications and any other applicable information, the bidder proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Bidder submits this bid and agrees that the bid may not be withdrawn for a period of thirty (30) days from the actual date of the opening of the bid.

Bidder understands and agrees, if selected as the Successful Bidder, to accept a Contract from TCL&P (Attachment B) and to provide proof of any required insurance.

Bidder submits this bid and agrees to meet or exceed all TCL&P's requirements and specifications unless otherwise indicated in writing and attached hereto.

Bid forms are to be completed, including bid sheet, and submitted. Additional sheets may be used and submitted with bid.

Bidder understands that TCL&P reserves the right to accept any or all bids in whole or in part and to waive irregularities in any bid in the best interest of TCL&P. The bids will be evaluated and awarded on the basis of the best value to TCL&P. Criteria used will include, but not be limited to, bidder/Successful Bidder's ability, qualifications, experience, cost and overall capability meeting the needs of TCL&P. TCL&P is sales tax exempt – Government.

Bidder shall pay all sales, consumer, use and other similar taxes required to be paid by Bidder in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the work.

The Bidder certifies that it is in compliance with the City of Traverse City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances.

The Bidder certifies that none of the following circumstances have occurred with respect to the Bidder, an officer of the Bidder, or an owner of a 25% or more share in the Bidder's business, within 3 years prior to the bid:

- a) conviction of a criminal offense incident to the application for or performance of a contract;
- b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Bidder's business integrity;



- c) conviction under state or federal antitrust statutes;
- d) attempting to influence a public employee to breach ethical conduct standards; or
- e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the bidder is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon TCL&P, including but not limited to, any of the following offenses or violations of:
 - i. The Natural Resources and Environmental Protection Act.
 - ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
 - iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.
 - iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules or regulations.
 - v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.
- f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.

Terms: Payment will be made as soon as possible after invoicing. .

Bidder certifies that as of the date of this bid, Bidder's company or Bidder is not in arrears to TCL&P or the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Bidder agrees that the bid may not be withdrawn for a period of thirty (30) days from the actual date of the opening of the bid.

Please direct ALL questions to: Tony Chartrand, System Engineer, Traverse City Light & Power, at (231) 932-4562



By submitting a response to this RFP you acknowledge that TCL&P may be required from time to time to release records in its possession under the Michigan Freedom of Information Act. By submitting a response, you hereby give permission to TCL&P to release any records or materials submitted by you as TCL&P may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

Submitted by:

_____		_____		
Signature		Company Name		
_____		_____		
Name and Title (Print)		Company Address		
_____		_____		
Phone	Fax	City,	State,	Zip
_____		_____		
		Sole proprietorship/partnership/corporation		
_____		_____		
		If corporation, state of corporation		

Bid Total: \$ _____

REFERENCES: (include name of organization, contact person, and daytime phone number).

1.

_____		_____	
Name of Organization		Phone Number	
_____		_____	
Contact Person		Phone Number	

2.

_____		_____	
Name of Organization		Phone Number	
_____		_____	
Contact Person		Phone Number	

3.

_____		_____	
Name of Organization		Phone Number	
_____		_____	
Contact Person		Phone Number	