



Monday, September 26, 2016

Bidder:

Traverse City Light & Power will receive sealed bids in the office of TCL&P, 1131 Hastings Street, Traverse City, Michigan, 49686, until **Monday, October 10, 2016 at 2:00 PM** for the following:

Orchard Heights Overhead to Underground Conversion: Phase I Project Materials
(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 "Orchard Heights Overhead to Underground Conversion: Phase I Project Materials"

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.

If you have any questions, please contact Blake Wilson, Senior Field Technician, at (231) 922-4940 ext. 203 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. General Information

Traverse City Light & Power (TCL&P) is requesting bids for the furnishing and delivery (F.O.B. 1131 Hastings Street, Traverse City, Michigan) of various materials for an overhead to underground conversion project.

Successful bidder shall notify TCL&P, Mr. Kevin Bartz, Head Store Keeper, at (231) 922-4940 ext. 219, within a minimum 48 hours prior to delivery.

TCL&P is a political subdivision (municipality) of the State of Michigan and is exempt from state sales taxes and will provide appropriate exemption certificate upon acceptance of the bid. Following acceptance by TCL&P, a Purchase Order will be issued to the successful vendor.

2. Scope

Any deviations from the listed specifications must be noted on the submitted bid. Specifications for all requested material is included in the Material List attached (Attachment A). If minimum quantities are required, please note this on the Material List.

3. Shipment and Delivery

The materials shall be delivered F.O.B. destination freight prepaid and allowed to Traverse City Light & Power, 1131 Hastings Street, Traverse City, MI 49686. Delivery will be accepted only between the hours of 8AM to 3:30PM, local time. Acceptance of the materials will be at delivery time following an inspection by TCL&P. TCL&P will not accept responsibility for equipment damaged in transit, nor be responsible for processing a claim with the carrier. TCL&P will cooperate with the Supplier, Distributor and Carrier to promptly provide information and access to damaged equipment.

4. Purchase Order

The purchase order used to request materials is attached (Attachment B) and all terms and conditioned noted are applicable.



Bidder – Please complete and return

BID SUMMARY

TITLE: Orchard Heights Overhead to Underground Conversion: Phase I Project Materials

DUE DATE: Monday, October 10, 2016, at 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 purchase orders from TCL&P 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/contractor's qualifications, purchase price, insurance and overall capability meeting the needs of TCL&P. TCL&P is sales tax exempt – Government.

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 within 30 days of the invoice being submitted.

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: Blake Wilson, Senior Field Technician, Traverse City Light & Power, at (231) 922-4940 ext. 203



Submitted by:

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

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

1.

_____ Name of Organization	
_____ Contact Person	_____ Phone Number

2.

_____ Name of Organization	
_____ Contact Person	_____ Phone Number

3.

_____ Name of Organization	
_____ Contact Person	_____ Phone Number

Project Name: Orchard Heights Overhead to Underground Conversion: Phase I Project Materials

UNIT ITEM DESCRIPTION	PART NUMBER	QUANTITY	UNIT PRICE	REQUIRED MINIMUM QUANTITY (if applicable)
1/C #2 15kv AL 1/3 CN EPR	163 23 3060	7800'		
2-1/C #4/0, 1-1/C #2/0 600V USE-2 "SWEETBRIAR"	Sweetbriar	1800'		
2-1/C #1/0, 1-1/C #2 600V USE-2 "BRENAU"	Brenau	2200'		
3-1/C #6 600V USE-2		900'		
3 Phase 200a sectionalizing cabinet		4		
3 Phase 200a sectionalizing cabinet basement		4		
4 way junction	164J4-5	12		
Stand off plug	161SOP	17		
Protective Cap	160DRG	41		
200a Load Break Elbow	162LRJS-B-5220	29		
service post connector	SP6DL	13		
ground rod clamp	GRC58	14		
Bar Tap	QGFL29BIT6	14		
ground rod	6258G13	14		
#4 bare stranded CU		72		
1 Phase 50kva 120/240v DF Padmount Transformer		5		
1 Phase 50kva transformer Pad		5		
Elbow Arrester	215ELA10	5		
Hot Line Clamp	C-1520	12		
One Bolt Lug 4/0	YRA28U	10		
One Bolt Lug 1/0	YRA25U	5		
1-1/2" Bronze Bolt, Nut, Washer		15		
6 tap Secondary Pedistal w/ Basement	AG18HDXBL505P3	11		
poly distrubution insulator	401015-0215	4		
eye nut	6502	4		
Strain Clamp	BT2111	4		

Clevis	337	4	
Spool Insl	HPI-53-2	4	
5/8" x 12" galv bolt	8812	14	
2-1/4" x 2-1/4" sq washer	J1075	14	
Guy Marker	70-7Y	4	
Guy Attachment	UGA664	4	
10M Preform Grip	AWDE-4116	4	
Guy Strain	GCC1518R	4	
Down Guy Insl	ICB54-2	4	
anchor	E1021629	4	
Small Anchor Rod	E1020043	4	
10M Guy Wire	10M GUY-WIRE ALUMO WELD	120'	
3/4" x 12" Galv Bolt	8912	8	
3/4" x 4" x 4" sq curved washer	DF4W15	8	
3" gray PVC (10' Section)		12	
1p T bracket	15BM12AMTB	4	
Cable Riser ties	CS280	7	
Terminator	5651	7	
Arrester	ZRP-010-00001000	7	
ground wire molding	PEGM1/2GR	5	
cutout	CP710112PB	7	
#6 solid CU ground wire		200'	
copper staples		150	
Riser stand off bracket 1-1/4" to 5"	CRB-U-975	15	
4" gray PVC (10' Section)		3	
3p T bracket	G3MAO23613DDX	1	

Date Prepared: 9/19/2016



**TRAVERSE CITY
LIGHT & POWER**

No. P 2016-

VENDOR NAME AND ADDRESS:

PURCHASE ORDER

1131 HASTINGS STREET
TRAVERSE CITY, MI 49686
Telephone: (231) 922-4940

Account:

Date:

ITEM NO.	ARTICLE DESCRIPTION	QTY	UNIT PRICE	AMOUNT

PURCHASE ORDER TOTAL

DELIVERY TO BE COMPLETED BY

TCL&P CONTACT PERSON/PHONE NUMBER

Date:

The reverse side of this document contains additional Terms and Conditions which are part of this Agreement. The Vendor acknowledges that the Terms and Conditions have been read and further agrees to be bound by them. These Terms and Conditions supersede any terms provided by Vendor unless otherwise agreed in writing.

This PO has been provided to the vendor by (employee to initial delivery method):

Email US Mail Fax Other _____

TCL&P Authorized Signature

INSTRUCTIONS TO VENDOR:

1. Send all invoices to TRAVERSE CITY LIGHT & POWER, 1131 Hastings Street, Traverse City, MI 49686
2. A purchase order number must be shown on all documents, packages, and correspondence.
3. A separate invoice must be submitted for each purchase order.
4. As a governmental entity, our purchases are not subject to State Sales Tax.

VENDOR'S COPY

TCL&P'S COPY

TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR. The relationship of the Vendor TCL&P is that of an independent contractor and in accordance therewith Vendor covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers, or agents will claim to be an officer, employee, or agent of TCL&P.
2. WARRANTY OF CONDITION. Vendor warrants that the goods are new and meet TCL&P's specifications. In addition to any other express warranty, Vendor gives TCL&P a warranty of merchantability and a warranty of fitness for the purpose intended.
3. WARRANTY OF TITLE. Vendor warrants that the goods are now free and that at the time of delivery shall be free from any security interest or other lien or encumbrance. Vendor warrants that it does not know or has reason to know of the existence of any outstanding title or claim of title hostile to the rights of Vendor in the goods.
4. RISK OF LOSS. All risk of loss and damage to the goods remains with Vendor until acceptance by TCL&P.
5. INSPECTION. TCL&P has the right to inspect the goods on delivery and within five business days after delivery, TCL&P may give notice to Vendor of any claim for damage to the goods, quality or grade of the goods. If there is such a claim, TCL&P may reject the goods or give the Vendor an opportunity to cure within a reasonable time.
6. TIME OF PAYMENT. At or after delivery, Vendor shall submit an invoice to TCL&P's Purchasing Agent and TCL&P shall pay the invoice within 30 days of it being submitted.
7. CHOICE OF LAW AND FORUM. This Agreement is to be construed according to the laws of the State of Michigan both as to interpretation and performance. All meetings, hearings and Court actions to resolve a dispute shall be in Grand Traverse County, Michigan.
8. CANCELLATION OR MODIFICATION. TCL&P reserves the right to cancel or modify this Purchase Order prior to delivery by giving Vendor written notice.