



March 28, 2018

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 **Wednesday, April 11, 2018 at time 2:00 PM** for the following project:

Surplus Usable Transformers
(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 "Surplus Usable Transformers."

You must submit **ONE (1) SEALED COPY** 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 Stephanie Tvardek, at (231) 922-4940 ext. 243 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 seeking bids to purchase various surplus usable transformers that become available at our location, 1131 Hastings Street, Traverse City, MI 49686.

2. Project Time Frame

The contract would expire one year after execution of the contract. The prices provided in the bid shall be held for this time period. Bidder agrees to hold their bid open for 60 days after the bid opening date of Wednesday, April 11, 2018.

3. Location of Scrap/Surplus Items

The Bidder agrees to perform all work for purchasing, loading, removing and taking possession of the surplus usable transformers at the following site: Traverse City Light & Power, 1131 Hastings Street, Traverse City, MI 49686.

All surplus usable transformers will have a designated area within the inventory yard location on TCL&P property.

4. Additional Information

TCL&P may make reasonable investigation deemed necessary and proper to determine the ability of the Bidder to provide the removal of surplus usable transformers and provide guaranteed payment. The Bidder shall furnish to TCL&P all information for this purpose that may be reasonably requested. Payments will be required to be made within seven days from the date of the removal.

The Successful Bidder shall furnish a per unit receipt for every surplus usable transformer hauled by the Bidder (no freight charges will be incurred by TCL&P) along with a bill of sale (template included as Attachment A). Along with payments the following information must be provided:

- Facility Name, Address, and Phone Number
- Description of Transformer including number of units and type
- Date Material Hauled and Received at Facility
- Serial Number

The list on the following page contains the amount of surplus usable transformers recycled in the past. There is no guaranteed amount of surplus usable transformers to be supplied throughout the year.

Bidders must be authorized to purchase and maintain this type of electrical equipment.



All transformers will be tested prior to sale. If oil tests show PCB's are less than 50 parts per million, the oil will still be within the transformer. If the oil tests show PCB's are greater than or equal to 50 parts per million, the transformer is leaking, or unfit for rebuilding the transformer will be deemed not for sale through this bid/contract.

In addition to the sale of the surplus usable transformers, we are requesting if the Bidder provides oil testing services, Bidder to provide the cost per transformer to test the oil within the transformer for PCB's before the usable transformers are transferred off site. A formal document signed by the Successful Bidder showing the test results of the transformers must be provided to TCL&P before transformers leave the premises.

SURPLUS USABLE TRANSFORMERS SOLD JANUARY 2016 THROUGH OCTOBER 2017:

<u>Description</u>	<u>Type of Phase</u>	<u>Amount Sold</u>
.5 KVA Pole Mount	Single	1
10 KVA Pole Mount	Single	15
100 KVA Pad Mount	Single	2
100 KVA Pole Mount	Single	9
112.5 KVA Pad Mount	Three	2
15 KVA Pole Mount	Single	11
25 KVA Pad Mount	Single	8
25 KVA Pole Mount	Single	69
250 KVA Pole Mount	Single	2
37.5 KVA Pole Mount	Single	10
5 KVA Pole Mount	Single	28
50 KVA Pad Mount	Single	8
50 KVA Pole Mount	Single	24
500 KVA Pad Mount	Three	9
75 KVA Pole Mount	Single	5
75 KVA Pad Mount	Three	2
1000 KVA Pad Mount	Three	1

All items are being sold "As Is" with no warranties by TCL&P either written or implied. It is the responsibility of the Successful Bidder to furnish all equipment, labor and personnel necessary to remove all surplus usable transformers included in this bid at their cost. All surplus usable transformers should be removed at least quarterly.

All bids must be submitted on the forms provided including the bid form and unit lists.

5. Safety Rules

A. The 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 TCL&P upon request. The Bidder is ultimately



responsible for the safety of all Bidder employees while taking ownership of the usable transformers.

- B. TCL&P reserves the right to terminate the contract immediately following any vendor related injury or accident during the accident investigation period.

6. Insurance Requirements

The following insurance requirements must be met throughout the project:

- A. Before any material is removed, Proof of Insurance shall be submitted by the successful bidder to Traverse City Light & Power, showing minimum insurance in the following amounts:
1. Commercial General Liability Insurance coverage with a \$1,000,000 minimum.
 2. Comprehensive Automobile Liability Insurance coverage with a \$1,000,000 minimum.
 3. Workers Compensation Insurance pursuant to Michigan law.
 4. TCL&P shall be named as an “additional insured” on all certificates.

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.

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.

All certificates shall list any exclusions which are nonstandard within the industry as they appear on the policy.



❖ 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 Surplus Usable Transformers, 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, _____

Commission Expires: _____

Acting in the County of: _____



❖ **BID SUMMARY**

Bidder – Please complete and return

TITLE: Surplus Usable Transformers

DUE DATE: Wednesday, April 11, 2018 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, a contract (Attachment B) will have to be executed 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.

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 ability, qualifications, experience 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 received within seven days after removal of the scrap/surplus items. There should be no other costs.

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: Stephanie Tvardek, Scheduling Coordinator, Traverse City Light & Power, at (231) 922-4565



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				

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



❖ **BID SHEET**

SURPLUS USABLE TRANSFORMERS

<u>Description</u>	<u>Type of Phase</u>	<u>Price Per KVA</u>
.5 KVA Pole Mount	Single	\$
10 KVA Pole Mount	Single	\$
100 KVA Pad Mount	Single	\$
100 KVA Pole Mount	Single	\$
112.5 KVA Pad Mount	Three	\$
15 KVA Pole Mount	Single	\$
25 KVA Pad Mount	Single	\$
25 KVA Pole Mount	Single	\$
250 KVA Pole Mount	Single	\$
37.5 KVA Pole Mount	Single	\$
5 KVA Pole Mount	Single	\$
50 KVA Pad Mount	Single	\$
50 KVA Pole Mount	Single	\$
500 KVA Pad Mount	Three	\$
75 KVA Pole Mount	Single	\$
75 KVA Pad Mount	Three	\$
1000 KVA Pad Mount	Three	\$
<u>Additional Option</u>		
Oil Testing (cost per transformer)		\$

**TRAVERSE CITY LIGHT AND POWER
BILL OF SALE**

THIS BILL OF SALE made this ____ day of _____, 20____, between the TRAVERSE CITY LIGHT & POWER DEPARTMENT, a Michigan municipal electric utility, of 1131 Hastings Street, Traverse City, Michigan, 49686, (“seller”), and _____, _____, (the “buyer”), in consideration of), _____\$ _____ do hereby sell, transfer and convey to buyer the following transformer.

Description:

Serial Number:

I, the undersigned seller, do sell the above-described transformer to the buyer for the amount shown and certify that all of the information provided in the Bill of Sale is true and accurate to the best of my knowledge.

I, the undersigned buyer, acknowledge receipt of this Bill of Sale and understand there is no guarantee or warranty, expressed or implied, with respect to the above-described transformer. It is also understood that the above-stated transformer is sold in an “as is/where is” condition for reuse.

I, the undersigned buyer, acknowledge the above-described transformer may have oil containing PCBs.

Dated this _____ day of _____, 20_____.

TRAVERSE CITY LIGHT & POWER
Seller

X
Buyer

Timothy J. Arends, Executive Director
Name and Title (*printed*)

Name and Title (*printed*)

Authorized Signature

Authorized Signature

1131 Hastings Street
Street Address

Street Address

Traverse City, MI 49686
City, State, Zip

City, State, Zip

231-922-4940
Phone Number

Phone Number

**TRAVERSE CITY LIGHT AND POWER DEPARTMENT
VENDOR SERVICES AGREEMENT**

THIS AGREEMENT made this ____ day of _____, 2018, by and between the TRAVERSE CITY LIGHT AND POWER DEPARTMENT, a Michigan municipal electric utility, whose address is 1131 Hastings St., Traverse City, Michigan, 49686, ("TCL&P"), and _____, Michigan (the "VENDOR");

WITNESSETH:

WHEREAS, TCL&P desires to engage the services of the Vendor to furnish services relating to purchasing, testing and transporting surplus usable transformers and the Vendor wishes to furnish such services to TCL&P and has represented that Vendor has the expertise, capability and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Scope of Services. The Vendor shall provide services in accordance with and as set forth in Schedule "A", Scope of Services, attached hereto and incorporated herein by reference.
2. Compensation and Method of Payment. The parties agree to accept as full compensation for services under this Agreement payment in accordance with Schedule "B", "Timetable for Activities and Schedule of Payments", attached hereto and incorporated herein by reference.
3. Period of Performance. The services to be rendered under this Agreement shall commence within five (5) working days of execution hereof. Performance shall be in accordance with the schedules attached hereto. The term of this Agreement shall be one year from the date of execution.
4. Independent Contractor. The relationship of the Vendor to 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 or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by Vendor to be a joint endeavor.
5. Vendor Responsibility. The Vendor shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. Vendor shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.

6. Indemnity. Vendor shall defend, indemnify and save harmless TCL&P, its officers and employees, from and against any and all claims, liabilities, losses, damages, actual attorney's fees and settlement expenses for injury or death of any person and damage or loss of any property allegedly or actually resulting or arising out of any act, omission, or negligence of Vendor or its employees, agents or subcontractors, in connection with performing this Agreement, or the joint negligence of TCL&P and that of Vendor, Vendor's employees, agents or subcontractors. This indemnification agreement shall not be limited by reason of any insurance coverage.

7. Insurance. The Vendor shall acquire and maintain commercial general liability insurance coverage, comprehensive automobile liability insurance coverage, and professional liability coverage. The limits and deductible applicable to them shall be as follows:

- A. Commercial general liability insurance coverage with a \$1,000,000 minimum.
- B. Comprehensive Automobile Liability insurance coverage with a \$1,000,000 minimum.

The Vendor agrees not to change and agrees to maintain such insurance throughout the period of performance of this Agreement. Vendor will upon execution of this Agreement provide a certificate of insurance to TCL&P. Such certificate shall name TCL&P as an additional insured.

8. Workers Compensation. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and Vendor shall provide a certificate of insurance or copy of state approval for self insurance to TCL&P upon execution of this Agreement.

9. Compliance with Regulations. The Vendor shall comply with all applicable statutes, rules and regulations of all Federal, State and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

10. Standard of Conduct. Vendor shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

11. Non-Discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, physical or mental disability, family status, sexual orientation, gender identity, or genetic makeup. Breach of this covenant may be regarded as a material breach of this Agreement.

12. Prohibition Against Assignment. This Agreement is intended to secure the service of Vendor because of its ability and reputation and none of the Vendor's duties under the Agreement shall be assigned, subcontracted, or transferred without the prior written consent of TCL&P. Any

ATTACHMENT B

assignment, subcontract or transfer of Vendor's duties under this Agreement must be in writing and approved by both parties.

13. Third Party Participation. The Vendor agrees that despite any subcontract entered into by the Vendor for execution of activities or provision of services related to the completion of this project, the Vendor shall be solely responsible for carrying out the project pursuant to this Agreement. The Vendor shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Vendor in the conduct of the project unless TCL&P and the Vendor agree to modification in a particular case. The Vendor shall not subcontract unless agreed upon in writing by TCL&P. It is hereby agreed to that _____ may act as a subcontractor to the Vendor.

14. Interest of Vendor. The Vendor represents that its officers and employees have no interest and covenant that they will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of Vendor's services and duties hereunder. The Vendor further covenants that in the performance of the Agreement, no person having any such interest shall be employed. Vendor further covenants that neither it nor any of its principals are in default to TCL&P.

15. Covenant Against Contingent Fees. The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty, TCL&P shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

16. Qualifications of the Vendor. The Vendor specifically represents and agrees that its officers, employees, agents and Vendors have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

17. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in the Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.

18. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

19. Termination.

A. For Fault. If TCL&P determines that the Vendor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, TCL&P

ATTACHMENT B

may terminate or suspend this Agreement in whole or in part upon written notice to the Vendor specifying the portions of the Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Vendor shall correct the violations referred to in the notice. If the Vendor does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Vendor at time of termination may be adjusted to cover any additional costs occasioned TCL&P by reason of the termination. This provision for termination shall not limit or modify any other right to TCL&P to proceed against the Vendor at law or under the terms of this Agreement.

B. Not for Fault. Whenever TCL&P determines that termination of this Agreement in whole or in part is in the best interest of TCL&P or in the event that termination is required by any State or Federal agency, TCL&P may terminate this Agreement by written notice to the Vendor specifying the services terminated and the effective date of such termination. Upon termination, the parties agree to pay each other the costs each have actually incurred in compliance with this Agreement until the date of such termination plus any costs the parties incur directly resulting from such termination.

20. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of Vendor, or if a person of masculine or feminine gender joins in this Agreement on behalf of Vendor, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires.

21. Dispute Resolution. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

- (a) Mediation. If they are unable to resolve the dispute themselves, and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.
- (b) Venue. All meetings, hearings and actions to resolve the dispute shall be in Grand Traverse County.
- (c) Notice. Written notice of a dispute shall be given to the other parties not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice.

ATTACHMENT B

22. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. It is understood that should Vendor recommend further work concerning the project, TCL&P is under no obligation to engage Vendor in such work.

23. Third Party Beneficiaries. The parties do not intend for there to be any third party beneficiaries to this agreement.

24. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

WITNESS:

TRAVERSE CITY LIGHT AND POWER
DEPARTMENT

By: _____
Tim Arends, Executive Director

VENDOR

By: _____

The form of this agreement has been pre-approved by:

W. Peter Doren, Esq.
Sondee, Racine & Doren, PLC
Traverse City Light & Power General Counsel

SCHEDULE A

SCOPE OF SERVICES

The parties agree that the Work for TCL&P shall consist of the following:

SCHEDULE B

TIMETABLE FOR ACTIVITIES

Vendor shall commence services within five (5) working days after execution of this Agreement.

SCHEDULE OF PAYMENTS

Payments shall be made to the Vendor as follows: