



Date: April 3, 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 **April 13, 2018 at 12:00 PM** for the following project:

TCL&P Facilities HVAC Improvements
(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 "TCL&P Facilities HVAC Improvements".

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: Jacob Hardy, Energy Technician, Traverse City Light & Power, at (231) 932-4563 or jhardy@tclp.org 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, permits, equipment and material necessary for the installation of the new HVAC systems as shown on blueprints dated March 24, 2018 (Attachments A and B). This includes work as shown for both 131 Hall Street and 1131 Hastings Street in Traverse City, Michigan. All bidders must familiarize themselves with the site conditions prior to submitting a bid for this project.

Please see accompanying documentation for blueprint, schedules, and specifications. Additional documentation is as follows:

- Attachment A - Blueprint and schedule for Hall Street
- Attachment B - Blueprint and schedule for Hastings Street
- Attachment C - MPE Specifications for bid document

Any site visits must be scheduled with TCL&P. Call or email Jacob Hardy to coordinate at (231) 932-4563 or jhardy@tclp.org.

The Successful Bidder will be required to submit a Certificate of Insurance meeting the requirements stated herein prior to commencing the work.

Bids must be submitted on a unit price basis on the attached forms along with a **100% 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. Pricing Breakdown

Please breakdown the bid as follows:

- 1) Hall Street price
 - a. Separate out sum of necessary finishing work such as framing, drywall work, painting.
- 2) Hastings Street price
 - a. Separate out sum of necessary finishing work (if any) such as framing, drywall work, painting.
- 3) Discount if projects are combined (if any)
- 4) Bond pricing

TCL&P is sales tax exempt - Government



3. Instructions to Bidders

- A. All bids must be submitted on the forms provided including the bid form and cost sheet.
- B. Successful Bidder invoicing will be submitted upon completion of work. All invoicing will be on a unit basis and will show the total bid unit quantity, completed units to date, amount billed to date, and current billing amount.
- C. The Successful Bidder will submit all invoices directly to TCL&P for review and payment. All invoices must show Traverse City Light & Power as the invoiced party.
- D. All permitting and all inspections will be included in the bid.

4. Completion Date

- A. All work on the project(s) must be 100% complete by:
 - 1. Hall Street - June 1st, 2018
 - 2. Hastings Street - August 1st, 2018

By submitting a bid you agree to this schedule.

5. Permitting

- A. All permits and inspections shall be included in the bid. TCL&P will not cover any additional inspection or permit fees if required.

6. 131 Hall Street Site Work

- A. All work performed at Hall Street is required to be coordinated with TCL&P. Any admittance into the Hall Street substation requires a qualified TCL&P employee to be present at all times. Hard hat and safety glasses are required at all times when in the substation.
- B. TCL&P currently has a tenant renting this space.

7. Gas Pipe

- A. Gas service does not exist at 131 Hall Street. Their service is located just outside of the building. New service must be coordinated with DTE. TCL&P will assist the Successful Bidder as needed to arrange new service.
- B. There is a small portion of gas piping that will cross areas where concrete exists. Any concrete cutting and patching is the responsibility of the Successful Bidder. Areas must be returned to a similar state as pre-construction upon completion.



8. Site Restoration

- A. Successful Bidder will have the opportunity to repair any damage to tenant or TCL&P property at the Successful Bidder's cost. If damage is not repaired to original state within a reasonable time, TCL&P will make repairs and charge the contractor responsible.
- B. Upon completion of work, the Successful Bidder will clean and restore affected areas of these projects to original state. Project(s) will not be considered 100% complete until areas are restored.

9. Change Orders

- A. Any work outside the scope of this bid requiring additional charges must be approved prior to work commencing.
- B. If additional work has started without written approval from TCL&P, all costs will be covered by the contractor performing the work.
- C. All change orders must also show the affect (if any) to the completion date of project(s).

10. 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 TCL&P upon request. The Successful Bidder is ultimately responsible for the safety of all Successful Bidder employees while completing the project(s).
- B. TCL&P reserves the right to stop work on the project(s) immediately following any contractor related injury or accident during the accident investigation period.



❖ 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 contractors 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. 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 Contractors 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 contractor 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 subcontractors 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.



❖ 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 TCL&P Facilities HVAC Improvements, 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: TCL&P Facilities HVAC Improvements

DUE DATE: April 13, 2018 at 12:00 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 (Attachment D) 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 cost 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 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.

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.

TCL&P requires an in house system and equipment demonstration for your bid to be considered. During this demonstration maintenance and shutdown/startup procedures will be addressed.



Please direct ALL questions to: Jacob Hardy, Energy Technician, Traverse City Light & Power, at (231) 932-4563 or jhardy@tclp.org

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



❖ **COST SHEET**

Service	Price
Hall Street	\$
▪ Hall Street Finishing Work (if applicable)	\$
Hastings Street	\$
▪ Hastings Street Finishing Work (if applicable)	\$
Discount if Projects Combined (if applicable)	\$
Bond Pricing	\$
TOTAL BID PRICE	\$