



August 30th, 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 **September 27th, 2019, at 2:00 PM** for the following project:

VEGETATION LINE CLEARANCE CONTRACT
(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>.

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 “**Vegetation Line Clearance.**”

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: Mark Watson, Field Supervisor, Traverse City Light & Power, at (231) 922-4940 ext. 242 before the bid is submitted.

PLEASE SUBMIT BID TO: Mark Watson
Field Supervisor
Traverse City Light & Power
1131 Hastings Street
Traverse City, MI 49686



1. SPECIFICATIONS

- 1.1 These specifications are intended to cover the costs of all labor, materials, tools, equipment and other services required for the work to be performed under this Contract.
- 1.2 It is intended that on a weekly basis, 52 weeks per year, the Contractor will supply TCL&P with a crew consisting of two qualified employees including but not limited to a 70' aerial bucket, chipper, pruners, and chainsaws at a time and equipment rate for the purpose of circuit type trimming and other trimming as assigned on TCL&P's electrical system.
- 1.3 Normal working hours shall be 8:00AM to 4:30PM. Monday thru Friday excluding TCL&P Holidays. Contractor shall report each day to TCL&P's Hastings Street Service Center in Traverse City. TCL&P shall have the sole right to cancel or discontinue work due to inclement weather; Contractor shall be reimbursed for a minimum of 2 hours for inclement work days based on the hourly rates shown in Exhibit "A".
- 1.4 Contractor shall provide a crew on an 'as needed' basis as needed by TCL&P and for storm damage. For normal maintenance issues a minimum 24 hour notice will be given to the Contractor.
- 1.5 Such work shall consist of tree removal, trimming, disposal of trees and brush in various locations in the service area of TCL&P.
- 1.6 TCL&P may, at its sole discretion, give to the Contractor orders designating work to be done under this contract. Such orders will state the work to be done, and instructions or requirements deemed necessary or desirable by TCL&P.
- 1.7 During the course of any work under this contract, the Contractor shall furnish TCL&P a weekly update, or at such other intervals as TCL&P may request, of the progress of such work in a graphical format preferably in GIS but to be mutually agreed upon.
- 1.8 Vegetation line maintenance to be accomplished under this Contract is to be "Circuit Type" trimming and other trimming as assigned by TCL&P. Any tree not providing the clearances stated under "Clearance" of these specifications shall be trimmed in accordance with these specifications. **No OAK trees shall be trimmed between April 15 and October 31** to lessen the possibility of the spread of OAK WILT DISEASE, unless otherwise directed by TCL&P. All oak wounds created through pruning activity will be painted with either gray or brown spray paint (provided by the utility) to mitigate the spread of oak wilt disease. A log of all oak tree locations will be kept by the Contractor to allow efficient trimming of these oak trees between November and April.



- 1.9 TCL&P shall have the right to specify the size and makeup of the crews and the type and number of tools and equipment, and the appearance of the equipment to be used by each crew.

2. **BID SECURITY**

- 2.1 Each bidder must submit a bid security with the proposal prepared, 5% of the 5 year total cost, made payable to TCL&P, without conditions. The bid security shall be enclosed in the same envelope as that containing the bid and is not to be submitted separately.
- 2.2 The proceeds of such guarantee shall become the property of TCL&P if for any reason whatever the bidder, after opening of bids, withdraws from the competition or refuses to execute the contract and furnish required bonds and other information and affidavits within ten (10) days after award of a contract.
- 2.3 The bid securities submitted by the unsuccessful bidders shall be returned after the Agreement is executed by the successful bidder, or sooner at TCL&P's discretion.

3. **TERM OF CONTRACT**

- 3.1 The Contractor shall commence work in the field on **October 14th, 2019**, or at a date acceptable to TCL&P. The commencement date shall be understood to mean the date when workers and equipment will be on the job ready to start trimming and/or remove trees. The contract shall be in effect through **October 11th, 2024**; not to exceed five (5) years.

4. **PROSECUTION OF THE WORK**

- 4.1 The Electric System, including its generation, transmission, substation and distribution systems, will be energized during the period of performance of the work covered by the specification. The work shall be performed at such time, in such manner, and with such force, as to expedite the work and avoid interruption of electric service to customers. Safety related planned interruptions shall be scheduled in advance and all work shall be arranged to minimize the duration of such interruptions. TCL&P shall be promptly notified of any unplanned power line interruption or damage.
- 4.2 The mention of any specific responsibility or liability of the Contractor in the Contract Documents shall not be construed as a limitation or a restriction upon the general responsibility or liability imposed upon the Contractor.

5. **CLEARANCE**

- 5.1 All trees to be trimmed shall be so trimmed as to provide maximum practical horizontal and vertical clearance from conductors to provide maximum safety against possible contact of trees, limbs, or branches with energized conductors.



5.2 The clearances listed in the following table are to be obtained wherever possible; which is consistent with arboricultural line clearance pruning practices:

RECOMMENDED MINIMUM CLEARANCE OF CONDUCTORS

DEFINITION	SECONDARY	PRIMARY	69Kv
“A” Top of Tree	1’0” to 3’0”	7’0”	15’0”
“B” Over-Hanging	1’0” to 3’0”	Avoid	Avoid
“C” Main Trunk	2’0”	6’0”	Avoid
“D” Main Limb	4’0”	7’0”	Avoid
“E” Branches	1’0” to 3’0”	7’0”	15’0”

5.3 When providing tree clearance for new lines the Contractor shall adhere to the following:

5.3.1 Wires above trees shall be trimmed to establish a minimum clearance for secondary of 5’0” and for primary of 7’0”.

5.3.2 Wires below trees shall be trimmed to establish a minimum clearance for secondary of 5’0” and for primary avoid, if possible.

5.3.3 Refrain from complete top removal, but if necessary employ the drop-crotching method.

5.3.4 Avoid notches in the upper crown whenever possible.

5.4 In the event obtaining the above clearance will require more severe trimming than the Contractor deems proper arboricultural line clearance pruning practice the Contractor shall, before trimming the trees, request TCL&P’s approval of lesser clearance. Such approval shall be granted on a “per tree” basis. Each tree trimmed to a lesser clearance shall require a separate request for approval.

6. GUARANTEES

6.1 The Contractor shall guarantee:

6.1.1 That all work supplied hereunder be guaranteed for a period of one (1) year from date of acceptance against defects due to poor workmanship.

6.1.2 That all work performed be in accordance with the specifications identified in this Contract, or as otherwise specified.

6.1.3 That it will secure the permission of the public authority or property owner(s) having jurisdiction or ownership of the tree(s) to be removed or trimmed.



- 6.2 In the event of failure to comply with the guarantees, the Contractor shall proceed at the Contractor's own expense to rectify faulty workmanship or faulty performance and in the event of failure to do so an owner may proceed to have such rectification made at the expense of the Contractor.

7. PERMITS AND RIGHT-OF-WAY

- 7.1 The Contractor shall perform all work covered by the Specifications herein in conformance with the laws, restrictions and practices, enacted or established by State, County, or Municipal Authorities.
- 7.2 Along the public streets, alleys, roads, and highways and on private property the Contractor shall trim and cut trees and brush only to the maximum clearances expressly permitted by the public authorities or private property owners having trimming rights.
- 7.3 The Contractor shall correctly identify the property owner and secure verbal permission from private owners for the right to perform the trimming of trees or written permission to cut down trees called for by this agreement, along public highways and on private property. Such permission shall be obtained before commencement of work.
- 7.4 Contractor is solely responsible for all claims of timber trespass.

8. PERMITS, ORDINANCES, REGULATIONS, AND LICENSING

- 8.1 The Contractor must obtain all permits and pay all fees and charges for use of public or private property for its activities.
- 8.2 The laws of the State of Michigan shall govern the interpretation of this Contract including Commercial Driver's License requirements for vehicle operators.

9. PROTECTION OF WORK AND PROPERTY

- 9.1 The Contractor shall continuously maintain adequate protection of all work area from damage and shall protect all property from injury or loss arising in connection with this Contract. The Contractor shall make good any such damage, injury, or loss. The Contractor shall adequately protect adjacent property as provided by law or these Specifications. The Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for the protections required by public authorities or local ordinances.
- 9.2 The Contractor shall coordinate with the proper police agency and shall properly barricade work areas to prevent pedestrian traffic under the trees being trimmed or removed. The Contractor shall place warning signs in the adjacent traffic lanes to warn



oncoming traffic that tree work is in progress. The Contractor shall provide flagmen at the Contractor's cost when needed to maintain traffic within a work zone. Any limbs trimmed from trees that fall into public streets shall be immediately removed.

- 9.3 In an emergency affecting the life, or the work, or the adjoining property, the Contractor, without special instruction or authorization from TCL&P, is hereby permitted to act to reduce such threatened loss or injury, and the Contractor shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor because of emergency work, shall be determined by agreement.

10. **CLEANING UP AND DISPOSAL**

- 10.1 The Contractor shall clean up and remove all of the debris and rubbish that has accumulated in connection with the work under this Contract. Streets and private property must be kept clear and free from rubbish at all times and must be left in a neat and orderly condition **at the end of each day's work.**
- 10.2 In no case shall brush or wood be allowed to remain on public thoroughfares overnight or on lawns unless arrangements have been made with the property owner and the brush piles are properly marked for safety.
- 10.3 Immediately upon completion of the work at each location, the Contractor shall remove and dispose of all brush and debris in accordance with the desire of affected property owners or TCL&P.
- 10.4 In the event the Contractor fails to comply with this clause, TCL&P will notify the Contractor of such failure, and if such failure proceeds for twenty-four (24) hours after such notification, TCL&P may cause such debris, litter, or waste to be removed at the Contractor's expense. Any return to clean up brush, hangers, or yards found by inspection by TCL&P, or public complaint, shall be done at the Contractor's expense and considered as "down time" to TCL&P.
- 10.5 Any wood that cannot be chipped may be given to property owners at their request. In the event that they do not wish to have it, it may be given to any other person requesting said wood. Under certain circumstances wood will need to be hauled away by Contractor.

11. **RESTORATION FOR DAMAGE TO PROPERTY**

- 11.1 The Contractor shall be responsible for any and all damage to utilities or other facilities such as sewers, water lines, gas lines, underground or overhead electric power or communication lines and the like caused by the Contractor or its employees.
- 11.2 The Contractor shall promptly repair and restore all structures, including fences damaged by the Contractor during the progress of the work. In lieu of such repairs, and if



agreeable to the owner of the damaged structure, the Contractor may make a fair and equitable monetary compensation to such owner.

- 11.3 Whenever lawns or shrubs or other decorative growth may be damaged by the Contractor during the progress of the work, the Contractor shall promptly compensate the owner of such property by replacing the damaged growth. In lieu of such replacement, and if agreeable to the owner of the damaged growth, the Contractor may make a fair and prompt monetary compensation to such owner. The Contractor shall make fair and prompt payments for any crops damaged by the Contractor.

12. SAFETY

- 12.1 The Contractor shall proceed with work in a manner dictated by safe work practices using tools and rigging of safe character, and shall comply with all federal, state and local laws and regulations of the particular work being done.
- 12.2 This shall include all necessary guards, railings and other protective devices for work to permit safe working conditions for employees and to prevent hazards to employees of the Contractor, TCL&P, or to the public.
- 12.3 If in the opinion of TCL&P the Contractor is not proceeding with work in a safe manner, TCL&P may direct the Contractor's immediate work stoppage to rectify the unsafe conditions forthwith.

13. RISKS OF THE WORK

- 13.1 The Contractor shall carry on the work at the Contractor's own risk and responsibility until it is fully completed and accepted by TCL&P.
- 13.2 Implied work shall be provided by the Contractor as if the same had been stated specifically without any additional charge to TCL&P.

14. INVOICING

- 14.1 Invoices that are to be furnished under the time and equipment provisions of this Contract will be submitted bi-weekly or as otherwise agreed upon by TCL&P for the amount of time worked. The amount of each invoice shall be determined according to the hourly and weekly rates inclusive of labor, and equipment set forth in Exhibit "A" for actual hours worked by the Contractor's employees. No overtime hours worked shall be charged at overtime rates unless TCL&P has requested in writing that work be done at times requiring the payment of overtime as set forth in the Exhibit 'A'; provided, however, that in emergency situations TCL&P may request orally that such work be done and may confirm such request in writing when practical. Overtime shall be paid at one and one-half (1.5) times the hourly rate specified for personnel for hours worked over forty (40) hours per week. Invoices will specify the location and include a description of the type of work performed.



- 14.2 The rates set forth in Exhibit “A” shall constitute the entire compensation to be paid the Contractor for work performed under this Contract. They include the Contractor’s profit, all labor costs, without any additions or extras whatsoever.
- 14.3 If the Contractor believes that any instructions by TCL&P will cause additional charges under this Contract the Contractor shall give TCL&P written notice of such claim and in no event proceed with the work included under such claim unless in pursuance of a written order from TCL&P authorizing the change, or in the event of an emergency endangering life or property. No such claim shall be valid unless so made.

15. LABOR AND SUPERINTENDENCE

- 15.1 The Contractor shall keep on the work sites a competent supervisor and necessary assistants, all satisfactory to TCL&P. The supervisor shall not be changed except with the consent of TCL&P. No supervisor who is not satisfactory to TCL&P shall be retained. The supervisor shall represent the Contractor and all directions given to the supervisor shall be binding as if given to the Contractor. On written request such directions shall be confirmed in writing to the Contractor.
- 15.2 The Contractor shall employ only persons who are trained, competent, skilled and experienced in the operations in which they are engaged. No Contractor employee shall be permitted on the premises that are obnoxious and dangerous in conduct, disturbing or under the influence of intoxicating liquors or drugs. Contractor shall be required to remove any such person from the premises.
- 15.3 The Contractor shall advise TCL&P daily of the number and class of employees on assignment for the execution of this Contract. The Contractor will submit documentation of formal education of crew members and will provide crew members with a demonstrated expertise through training documentation. At all times and at a minimum, the crew shall consist of at least two experienced crew members.
- 15.4 The Contractor shall confine apparatus and the operations of employees to limits indicated by law, ordinances, permits, property lines, or as directed by TCL&P; In addition, the Contractor shall not unreasonably encumber a premises or public roadway with its equipment or materials.

16. SUPERVISOR AVAILABILITY

- 16.1 The supervisor shall carry a phone during regular working hours. The supervisor shall respond when called by a TCL&P employee. TCL&P will also provide a company radio that will need to be on at all times while working under this contract.



17. CUSTOMER RELATIONS

- 17.1 In order to maintain good customer relations, Contractor's crew members shall wear uniforms and hard hats with the company name of the Contractor clearly displayed. The uniforms and hard hats shall be clean and in good repair.
- 17.2 All public relations such as access and trimming permission from property owners, and general crew conduct, shall be handled by the Contractor and will be conducted in such a manner with the upmost customer sensitivity.
- 17.3 In the event that a complaint is made concerning the work or conduct of the crew, the Contractor shall contact the person who made the complaint and provide TCL&P with a report of the problem and its resolution.
- 17.4 The Contractor shall always keep magnets provided by TCL&P visible on the side of the truck identifying them as working for TCL&P.
- 17.5 Under no circumstances shall the Contractor perform private tree services for TCL&P customers.

18. EQUIPMENT

- 18.1 The bucket truck to be provided for tree trimming service shall have a seventy (70) foot working level. It shall be O.S.H.A. and M.I.O.S.H.A. approved for tree trimming on an electrical distribution system (up to and including 69kV). The truck shall be equipped with an automatic vehicle locator (AVL) that TCL&P has access to. The Contractor will supply, at no additional charge, all tools and equipment such as pruners, ropes, and any other tools the Contractor considers necessary to perform the work. NOTE: The truck is to be **newer than five (5) years old**, kept washed and in good repair. If a truck is down for repairs and it is out of service for more than one working day, another truck is to be supplied.
- 18.2 In addition to the above equipment, the Contractor shall provide a truck for wood chips along with a chipper that is **newer than five (5) years old**, and have at their disposal any other rolling stock the Contractor considers necessary at no additional charges. The chipper shall be a wheel feed style drum chipper that chips soft wood at least 8" diameter. If the chipper is down for repairs for more than one working day, another chipper will be supplied.
- 18.3 Vehicles and equipment shall be stored at facilities furnished by the Contractor. These facilities shall not be located more than five (2) miles from TCL&P service territory and may be stored on TCL&P or city property with approval from TCL&P.



19. INSPECTION OF WORK

- 19.1 TCL&P shall at all times have access to the worksite whether it is in preparation or progress, and the Contractor shall provide access for inspections.

20. TIME AND MANNER OF PERFORMING THE WORK

- 20.1 TCL&P must be consulted on the time and manner of performing the work so as to cause the least interference with other contracts and TCL&P's operations. The Contractor must maintain a sufficient labor workforce to perform the work expeditiously and to ensure its completion within the specified schedule and project requirements.
- 20.2 The Contractor's procedure and methods of tree trimming may, in general, be of the Contractor's own choosing, provided they secure results that will satisfy the requirements of the plans, specifications and supervision. **TCL&P requires that other options are to be considered prior to the use of climbing spikes. Climbing spikes are not to be used unless the tree that is being worked is going to be cut down. Violation of this provision may be regarded as a material breach of this Contract.** Before beginning any work, the Contractor shall, at the request of TCL&P, submit a written outline of arboreal techniques and layout of plans, including provisions for the delivery and storage of equipment and shall submit written revisions thereof as modifications may become necessary, or as may be required, both sufficient in detail to enable TCL&P to judge the adequacy of the Contractor's operations and to anticipate the progress and completion of the work. The Contractor shall keep TCL&P fully notified of the commencement of new work or locations. The Contractor shall provide TCL&P with a weekly report describing locations and the description of work completed.

21. CHANGES IN THE WORK

- 21.1 TCL&P, without invalidation of this Contract, may order extra work or make changes by altering, adding to, or deducting from the work. All such work shall be executed under the conditions of this Contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- 21.2 In giving instructions, TCL&P shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from TCL&P stating that TCL&P has authorized the extra work or change, and no claim for an addition to the rates set forth in Exhibit "A" shall be valid unless so ordered.



22. INSURANCE REQUIREMENTS

22.1 The Contractor shall carry the following insurances, which may be obtained through an Umbrella Policy, and prior to commencing any work provide to TCL&P satisfactory proof of said insurances:

22.1.1 Workers' Compensation: The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and Contractor shall provide a certificate of insurance or copy of state approval for self-insurance to TCL&P upon execution of this Contract.

22.1.2 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

22.1.3 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.

22.2 Property damage limit shall not be less than \$1,000,000 for each incident
All policies shall name as additional insured's the City of Traverse City and TCL&P, including all of their elected and appointed officials, boards, commissions and authorities, and including their board members, employees, and volunteers. Also, to be listed as Additional Insureds are State of Michigan, MDOT, Michigan State Transportation Commission (STC) and Great Lakes Central Railroad. This coverage shall be primary to the Additional Insureds, and not contributing any other insurance or similar protection available to the Additional Insured's whether said other available coverage be primary, contributing, or excess. No cancellation, modification, amendment, or termination of the policies of insurance may be made without thirty (30) days prior written notice to TCL&P of such cancellation, modification, amendment, or termination and must be approved in advance by TCL&P.

23. SEPARATE CONTRACTS

23.1 This is a non-exclusive contract. TCL&P reserves the right to let other contracts in connection with this work or to perform such related work utilizing its own employees as TCL&P may deem desirable. The Contractor shall afford other contractors and TCL&P reasonable opportunity for the introduction and execution of their work, and shall properly connect and coordinate the Contractor's work with theirs.



❖ 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 **TCLP Hastings Office Cleaning**, 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: Vegetation Line Clearance

DUE DATE: September 27th, 2019, 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 a contract based on the hourly bid amount submitted to 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.

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, 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 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.

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: Mark Watson, Field Supervisor Traverse City Light & Power, at (231) 922-4940 Ext. 242

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



❖ **EXHIBIT ‘A’**

The undersigned bidder, having examined and determined the scope of the work described in the Specifications, hereby proposes to provide the required labor, services, material and equipment, and to perform work described in the contract documents as follows:

Time and Equipment Costs for Crew Rate

	Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate	Year 5 Rate
Foreman					
Trimmer					
70’ Aerial Lift Truck					
Chipper (drum)					
Power Saw (ground)					
Power Saw (prune)					
Total Hourly Rate					

Additional Combined Hourly Crewing Rates That Include All Necessary Equipment & Personnel

	Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate	Year 5 Rate
Mower Crew Rate					
Spray Crew Rate					
3 Person Climbing Crew Rate					
2 Person 55’ Bucket Crew Rate					

Note: At times work may dictate the need for additional persons and or equipment. Any changes to crewing or equipment must be preapproved by TCL&P. The contractor must submit in writing to TCL&P any costs not listed. Overtime shall be paid at one/half times the hourly rate specified for the personnel for hours worked over forty (40) hours per week. All overtime must be preapproved in writing by TCL&P person designated to receive notice or Executive Director.



Bid Security

The undersigned bidder submits herewith, bid security of 5% of the five year total cost in accordance with the terms set forth in the contract documents.

Submission Information

Bids must be submitted to:
received from:

Mark Watson
Traverse City Light & Power
1131 Hastings St.
Traverse City, MI 49686
(231) 932-4564

Bids

Contractor:
Address:

Phone:

If chosen, the undersigned agrees to enter into an Agreement with TCL&P in the form described in Exhibit C. This bid submitted by the following:

Authorized Signature for Contractor: _____

Title: _____

Date: _____