Wednesday, March 23, 2016

Bidder:

Traverse City Light & Power will receive sealed bids in the office of TCL&P, 1131 Hastings Street, Traverse City, Michigan, 49686, until **Wednesday, April 6, 2016, at 2:00 PM** for the following:

Wood Distribution Poles
(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 jstamour@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 "Wood Distribution Poles."

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, System Engineer, at (231) 922-4940 ext. 203 before the bid is submitted.

PLEASE SUBMIT BID TO: Jennifer St. Amour, Administrative Assistant
Traverse City Light & Power
1131 Hastings Street
Traverse City, MI 49686

Bidder – Please complete and return

BID SUMMARY

TITLE: Wood Distribution Poles

DUE DATE: Wednesday, April 6, 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 Bidder submits this bid and agrees that the bid may not be withdrawn for a period of thirty (30) days from the actual date of the opening of the bid.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 it 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, System Engineer, Traverse City Light & Power, at (231) 922-4940 ext. 203

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

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 approximately 244 treated wood distribution poles for a distribution pole replacement project. TCL&P plans on taking delivery of materials over the next 12 months by receiving full load shipments of poles requested through a purchase order two weeks previous to the expected delivery date. Bidder shall specify in writing if the two week request time frame is not sufficient and propose a new time frame request.

Failure by the awarded vendor to meet deliver requirements and/or failure to hold prices firm for the required 12 month period shall result in a forfeiture of the awarded bid. Failure to comply with the requirements of this bid shall constitute a non-responsive bid.

Each purchase order for the specified poles shall vary in quantity and size according to need, however, each purchase shall be, at a minimum, full truckload quantities.

Purchase orders will specify the length, class, type of preservative and quantity of material desired and shall identify material as being for Distribution construction. Poles shall be shipped to TCL&P, 1131 Hastings Street, Traverse City, MI 49686.

Bidder shall specify average weight of each pole as specified on the material list attached.

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

These specifications cover the minimum acceptable quality of full-length wood poles for the use in TCL&P's distribution system

a. General

   Poles and methods of manufacturing shall be in accordance with the attached wood distribution pole unit list, American National Standards Institute (ANSI), M-20 REA specifications and American Wood Preservers' Association (AWPA) latest revision, except the spiral grain of any pole shall not exceed one complete rotation in any 30 feet.

b. Materials

All poles shall be Southern Yellow Pine species. Awarded vendor shall provide poles with flat roofs.

c. Marking

Pole shall be permanently marked on the face and the butt of each pole in accordance with ANSI Standards.

d. Handling

After treatment, the pole surface shall not be damaged by dragging or from the use of cant hooks, peavies, tongs, cables, slings and other tools normally used in pole-handling operations.

3. Quantities

Poles shall be purchased as needed throughout the 12 month term through purchase orders. A material list with estimated totals has been provided.

4. Approximate Usage Statement

Whenever quantities are provided by the Owner, these quantities are estimates only. No guarantee or warranty is given or implied by the Owner as to the total amount that may or may not be purchased. Quantities listed on the material list are for estimated project needs and are for informational purposes only.

5. Shipment and Delivery

The wood distribution poles shall be delivered F.O.B. destination freight prepaid and allowed to Traverse City Light & Power, 1131 Hastings Street, Traverse City, MI 49686. All poles must be delivered via a self-unloading truck. Delivery will be accepted only between the hours of 8AM to 3:30PM, local time. Any additional expense for self-unloading truck shall be included in bidder quoted price. Acceptance of the poles will be at delivery time following an inspection by TCL&P.

6. Purchase Order

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

Project Name: Wood Distribution Poles

UNIT ITEM DESCRIPTION	ESTIMATED PROJECT QUANTITY	WEIGHT (in pounds)	UNIT PRICE
Wood Pole, 35-3, .60 CCA-ET Treated SYP	94		
Wood Pole, 40-3, .60 CCA-ET Treated SYP	65		
Wood Pole, 45-3, .60 CCA-ET Treated SYP	42		
Wood Pole, 50-3, .60 CCA-ET Treated SYP	30		
Wood Pole, 55-3, .60 CCA-ET Treated SYP	10		
Wood Pole, 60-3, .60 CCA-ET Treated SYP	3		

Date Prepared: 3/14/2016

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 tile.

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.