

TRAVERSE CITY LIGHT AND POWER



TRAVERSE CITY
LIGHT & POWER

REQUEST FOR PROPOSAL

TCLP*fiber* Smart Grid FTTP Owners Engineering Services



TCLP*fiber*sm
Your Community Network

1131 Hastings Street
Traverse City, MI 49686

I. INTRODUCTION

Traverse City Light and Power (TCLP) is seeking proposals for owners engineering services to assist TCLP in the design and construction of a fiber optic network throughout the City of Traverse City.

II. PROJECT BACKGROUND & DESCRIPTION

Traverse City Light and Power (TCLP) issues this Request for Proposal (RFP) to convey its interest in partnering with a sophisticated and motivated Bidder to bring Smart Grid Fiber, Gigabit-class broadband service to the region. The successful Bidder will provide hourly engineering services to aid in the expansion of the existing TCLP network supporting a fiber-to-the-premises (FTTP) deployment capable of enhancing broadband connectivity to residents, businesses, and community anchor institutions (CAIs) in the TCLP service area.

TCLP owns and operates a robust fiber optic network that includes infrastructure throughout its service area, encompassing the City of Traverse City (City) and surrounding communities. TCLP currently serves residential and commercial customers over its fiber network, through lit and dark fiber offerings direct to customers.

The RFP anticipates that network deployment will begin as a phased approach. During the construction of a phase, customer drops shall also be installed for customers that have expressed interest in receiving service. The Smart Grid FTTP service area will eventually expand into the remainder of the existing TCLP utility footprint after a successful phase expansion. The Outside Plant (OSP) will follow TCLP's electric distribution circuits to TCLP's Electric Grid with modern day Smart Grid capabilities, along with ease of install. The partnership should expand TCLP's current network and operations while developing a cohesive approach to filling broadband connectivity gaps in the greater Traverse City area.

Through this partnership, TCLP seeks to increase the availability and affordability of a minimum of 1 Gigabit per second (Gbps) service. Faster services should also be incorporated into the design as well to provide future proofing of the network. We welcome bids from all prospective Bidders. TCLP encourages discussion of alternative approaches that can improve constructability, decrease cost, and/or increase performance, reliability, maintainability and customer satisfaction.

The selected firm for owners engineering services will assist TCLP with review of the TCLP fiber Smart Grid FTTP RFP Core TCLP Bidder Documents, Forms and Requirements. This includes the evaluation of bids and a recommendation for the successful bidder, as well as support during the design and construction phases of the project on a time and material hourly basis. For the design and construction of the fiber optic network TCLP desires a contract with a single firm or partnership of firms. An expected alternative in the Design/Build RFP will be for operational assistance of the network, including onboarding new customers, customer service and maintenance and technical support.

II. SCHEDULE

The following is the preliminary schedule for this project:

Milestone	Timeframe
Proposals submitted to TCLP	4/4/2024 at 3pm EST
TCLP to select successful bidder and execute agreement	4/12/2024
Attend DEPC bid opening with staff and document minutes	4/22/2024
Firm to work with TCLP staff to review Design, Engineer, Procure, Construct (DEPC) RFP bids	4/22/2024 – 5/3/2024
Firm to assist with DEPC bidder selection	5/6/2024
Project Completion	2026

III. SCOPE OF ENGINEERING SERVICES

All reproduction, travel, and sub-consultant costs associated with the respective tasks identified herein shall be included in the hourly time & material (T&M) rate provided by bidder in **Attachment 1**.

Task 1 – DEPC RFP Review

Engineering services for this task include the review of TCLP efforts to date regarding the design and construction of a passive optical fiber network throughout the City of Traverse City. The level of effort required by the consultant for this project includes, but is not limited to:

- Meet with TCLP staff to review DEPC RFP documents.
- Assist TCLP with the development of an initial project timeline including milestones and dashboard for tracking project progress.
- Review TCLP's existing documents to establish sizing and capacity of proposed facilities, including proposed locations of underground and overhead installation of fiber optic cable. TCLP staff shall provide consultants with copies of current fiber optic and electric network design and location, existing studies, construction plans, utility pole locations and condition and/or other records as appropriate to assist in these efforts.
- Where plans include use of the existing fiber optic network and/or electronics, ductwork, and equipment, verify accuracy of existing data and drawings, including locations. Coordinate field verification efforts with TCLP where required. For proposal comparison, assume 40 hours of work for this effort.
- Provide information and recommendations regarding materials, equipment and construction alternatives based on application to the purpose and past experience. The Consultant shall also provide an opinion of probable costs for alternatives to assist in the decision-making process.
- Advise TCLP on supply chain constraints and make recommendations for equipment purchases ahead of the onboarding of the Design/Build/Procure Contractor to meet schedule expectations for the TCLP fiber smart grid expansion.
- Preparation of specifications for design and construction of the network to be used including creation of a Quality Assurance/Quality Control plan for construction activities.

Task 2 – Bid Phase Services

Engineering services for this task include attending the DEPC bid opening, maintaining minutes for the design and construction of a passive optical fiber network throughout the City of Traverse City. The level of effort required by the consultant for this phase of the project includes, but is not limited to:

- Review and provide responses to bidder inquiries during the bid period.

- Prepare and distribute bid addendum, as necessary.
- Assist TCLP with the review of bids received and provide input and a formal recommendation letter to the TCLP project team regarding bid completeness/responsiveness, bidder capabilities, and contract award.

Task 3 – Design and Construction Phase Services

- Conduct a pre-design meeting, prepare, and distribute pre-bid meeting minutes as necessary.
- Assist TCLP staff with Design/Build contract administration (change orders, progress payment approvals, etc.).
- Review of submittals (network design drawings, equipment samples, material data sheets, testing reports, operation, and maintenance manuals, etc.) for conformance with the project specifications and intent.
- Respond to contractor generated Requests for Information (RFI).
- Attend routine design and construction progress meetings.
- Create Quality Assurance/Quality Control plan for construction activities.
- Part-time construction inspection to minimize effects and deficiencies in the work of the contractor and to check that provisions of the contract documents are being fulfilled. Construction inspector reports shall be submitted and reviewed with the TCLP Project Representative when inspections occur. In an attempt to evaluate each proposal equally, bidders should assume 200 hours of required inspection.
- Review adherence to contract documents during all start-up of equipment and systems designed and constructed by the Design/Build contractor.
- Assist the TCLP representative in the review of the punch list and the documentation/verification of project completion. TCLP anticipates the project will be completed in phases, so a review will be required as each phase becomes operational. For proposal comparison assume twelve (12) phases of construction.
- Attend walk-throughs and final inspections for each completion phase of the project.
- Review of construction final turnover package; TCLP anticipates that turnover package documents submitted by the Design/Build contractor to be reviewed by the Owners Engineer and TCLP staff will include as-built drawings, GIS data, and O&M Manuals, as well as equipment/system commissioning, testing, and start-up documentation.

IV. PROPOSAL REQUIREMENTS

Each Consultant shall fully acquaint themselves with the information in **Attachment 4**, and fully understand the facilities, existing conditions, difficulties, and restrictions related to execution of the work. Submission of a proposal shall constitute the bidder's certification that the bidder has complied with this paragraph.

The TCLP is not responsible for any costs incurred by the Consultant prior to the execution of an engineering services agreement.

Consultants may not agree, conspire, connive, or collude to produce a deceptive show of competition in the compilation of the proposal nor may they, in any manner, directly, or indirectly, enter into any agreement, participate in any collusion to fix the price or otherwise take any action in restraint of free competitive bidding.

Proposals shall include the following information:

1. **Cover Letter:** The cover letter shall be signed by a representative empowered to commit the firm to a contractual arrangement with TCLP. The cover letter shall also identify the person who will be responsible for regular communications with TCLP, including meeting attendance.
2. **Authorized Agent Certification:** Provide certification that the representative signing the proposal is authorized to act as an agent for the company.
3. **Corporate Background:** Provide information on the firm's background, including:
 - Organization, size and Michigan office locations.
 - The office location where the work associated with the project would be performed.
4. Description of the range of services provided by your firm. Specify any area of expertise the firm has, or members of the firm have that have special qualifications to handle this project.
5. **Professional Staff and Sub-consultants.**
 - Provide an organizational chart of the proposed project team including any required sub-consultants.
 - List the individuals in the Consultant's organization that would work on this project and include their experience related to the services to be provided as a part of this project.
 - List all sub-consultants that are required to meet the requirements of the RFP and include the sub-consultants' experience related to similar projects.
6. **Experience and References:** List of references for recent similar projects that Consultant has completed. Provide phone numbers and names for each reference as well as a brief description and estimated cost of the associated project.
7. **Scope of Work:** A detailed scope of work for each of the tasks listed herein including the Consultant's managerial and technical approach to successfully completing the project. The scope of work for each task shall also include a list of all assumptions made.
8. **Schedule:** Proposed schedule from signing of contract to project completion. Schedule should assume that the project would commence in April 2024 and generally follow the activities listed above.
9. **Fees:** The contract for engineering services shall be for time and materials up to the not-to-exceed defined in the Consultant's proposal. As such, a not-to-exceed fee and estimated work hours for each of the segments and tasks previously listed shall be provided. Proposals shall include the not-to-exceed fees and estimated work hours using the format provided on the enclosed form.
10. **Hourly Rate Sheet:** Proposals shall be for professional services billed on a time and cost basis. As such, an hourly rate sheet for various professional and paraprofessional classifications shall be submitted along with the not-to-exceed fee proposal.
11. **Contract:** A copy of the contract agreement to be executed for this work is included in Attachment 2 of this proposal. Insurance coverages shall at a minimum meet the requirements outlined in Article 7 of the Agreement. *Each bidder shall expressly list in its proposal any disclaimers or exceptions to the contract terms.*

V. PROPOSAL SUBMITTAL

Consultants shall e-mail electronic copies to:

Scott Menhart, Chief Technology and Information Officer
E-mail Address: smenhart@tclp.org

A **BID RECEIVED RECEIPT** response e-mail will be sent to all parties on the submitted Bid e-mail. If a **BID RECEIVED RECEIPT** response e-mail is not received by Bidder, Bidder shall not assume that the Bid has been received. Only Bids with a **BID RECEIVED RECEIPT** response e-mail will be considered.

VI. PROPOSAL EVALUATION AND SELECTION

The selection of a consultant will be made at the complete discretion of Traverse City Light and Power, which reserves the right to accept or reject any and all proposals.

Traverse City Light and Power staff shall evaluate each proposal to determine the firm offering the best project approach, experience, skills, and value. The cost of services is significant but shall not be the sole criterion in selecting a Contractor. The proposal evaluation will include a weighted assessment of the abilities, qualifications and expertise of the proposed team, ingenuity, and technical savvy of the proposed approach, in addition to the proposed cost. The anticipated weighting is **30% team qualifications, 30% proposal/approach, and 40% hourly rate**. TCLP may request an interview with the consultant's proposed team in order to complete the evaluation.

VII. ATTACHMENTS

Attachment 1: Engineering Fee Proposal Form

Attachment 2: Traverse City Light and Power Consulting Services Agreement

Attachment 3: Iran Economic Sanctions Act

Attachment 4: Reference Information: [RFP - TCLPfiber Smart Grid FTTP RFP - Traverse City Light & Power](#)

ATTACHMENT 1

Proposal for Engineering Services

Task	Hourly Rate	Not to Exceed Fee (\$)
Task 1 – DEPC RFP Review		
Task 1 – Reimbursables	NA	
SUBTOTAL		
Task 2 – Bid Phase Services		
Task 2 – Reimbursables	NA	
SUBTOTAL		
Task 3 – Design and Construction Phase Services		
Task 3 – Reimbursables	NA	
SUBTOTAL		
SUBTOTAL		
TOTAL		

Firm Name: _____

By: _____

Title: _____

Date: _____

ATTACHMENT 2

TRAVERSE CITY LIGHT AND POWER DEPARTMENT CONSULTANT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2024, 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, ("TCLP"), and _____, Michigan (the "CONSULTANT");

WITNESSETH:

WHEREAS, TCLP desires to engage the services of the Consultant to furnish technical and professional assistance concerning the project which is described as:

(The "Work")

and the Consultant wishes to furnish such technical and professional service to TCLP and has represented that Consultant has the education, expertise, capability and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Scope of Services. The Consultant 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. TCLP shall pay to the Consultant and the Consultant agrees to accept as full compensation for services under this Agreement [**insert flat fee, estimate with attached rates, or not-to exceed figure with attached rates**] 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.
4. Independent Contractor. The relationship of the Consultant to TCLP is that of an independent contractor and in accordance therewith, Consultant 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 TCLP 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 Consultant to be a joint endeavor.
5. Consultant Responsibility. The Consultant shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. Consultant shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.
6. Indemnity. Consultant 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 Consultant or its employees, agents or subcontractors, in connection with performing this Agreement, or the joint negligence of TCLP and that of Consultant, Consultant's employees, agents or subcontractors. This indemnification agreement shall not be limited by reason of any insurance coverage.

7. Insurance. The Consultant 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.
- C. Professional liability insurance coverage with a \$1,000,000 minimum.

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

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

9. Compliance with Regulations. The Consultant 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. Consultant shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

11. Confidentiality. Consultant agrees that it, its employees, agents, and subcontractors, will not at any time, either directly or indirectly, communicate to any person, firm, corporation or public entity, in any manner whatever, any information concerning any matters affecting or relating to the business, records or other business data of TCLP without the express written consent of the executive director of TCL&P. This promise of confidentiality is made without regard to whether any or all of the information would be deemed confidential, material or important. The parties stipulate that as between them, all information arising from Consultant's services are important, confidential, material and affect the successful conduct of the business of TCLP and its goodwill. The parties are not bound by this clause where disclosure is required by law or court order.

12. TCL&P's Obligation. TCLP shall provide Consultant with all information currently available to TCLP upon request of the Consultant. The Executive Director shall designate a TCLP employee to be TCL&P's representative for purposes of this Agreement.

13. 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.

14. Prohibition Against Assignment. This Agreement is intended to secure the service of Consultant because of its ability and reputation and none of the Consultant's duties under the Agreement shall be assigned, subcontracted, or transferred without the prior written consent of TCL&P. Any assignment, subcontract or transfer of Consultant's duties under this Agreement must be in writing and approved by both parties.

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

16. Interest of Consultant. The Consultant 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 Consultant's services and duties hereunder. The Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed. Consultant further covenants that neither it nor any of its principals are in default to TCL&P.

17. Covenant Against Contingent Fees. The Consultant 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, TCLP 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.

18. Qualifications of the Consultant. The Consultant specifically represents and agrees that its officers, employees, agents and consultants have and shall possess the experience, knowledge, and

competence necessary to qualify them individually for the particular duties they perform hereunder.

19. 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.

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

21. Termination.

A. For Fault. If TCLP determines that the Consultant has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, TCLP may terminate or suspend this Agreement in whole or in part upon written notice to the Consultant 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 Consultant shall correct the violations referred to in the notice. If the Consultant 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 Consultant at time of termination may be adjusted to cover any additional costs occasioned TCLP by reason of the termination. This provision for termination shall not limit or modify any other right to TCLP to proceed against the Consultant at law or under the terms of this Agreement.

B. Not for Fault. Whenever TCLP determines that termination of this Agreement in whole or in part is in the best interest of TCLP or in the event that termination is required by any State or Federal agency, TCLP may terminate this Agreement by written notice to the Consultant specifying the services terminated and the effective date of such termination. Upon termination, the Consultant shall be entitled to and TCLP shall pay the costs actually incurred in compliance with this Agreement until the date of such termination plus any costs the Consultant incurs directly resulting from such termination.

22. 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 Consultant, or if a person of masculine or feminine gender joins in this Agreement on behalf of Consultant, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires.

23. 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) **Initiation.** A party may initiate mediation by written request and proposing a mediator. The other party shall promptly respond in writing and cooperate in the scheduling. Violation of this provision is a material breach of this contract and a party in such breach is responsible for all the other party's actual attorney fees and costs in filing a lawsuit through conclusion of mediation.

24. **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 Consultant recommend further work concerning the project, TCLP is under no obligation to engage Consultant in such work.

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

26. **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: _____
Executive Director

CONSULTANT

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

ATTACHMENT 3

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 Engineering Consulting Services, 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: _____

ATTACHMENT 4

RFP - TCLPfiber Smart Grid FTTP RFP - Traverse City Light & Power
