



Tuesday, June 17, 2025

Bidder:

Traverse City Light & Power (TCLP) will receive sealed bids in the office of TCLP, 1131 Hastings Street, Traverse City, Michigan, 49686, until **Tuesday, July 1, 2025, at 2:00PM EST** for the following project:

**Used Transformers and Capacitors for Disposal or Repair**  
(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](mailto:stvardek@tclp.org).

TCLP 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 TCLP.

TCLP 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 "Used Transformers and Capacitors for Disposal or Repair."

You must submit **ONE (1) SEALED COPY** of the bid to TCLP prior to the above-indicated time and date or the bid will not be accepted. Alternatively, e-mailed bids will be accepted. Please indicate in the subject line of the e-mail that you are submitting a "Sealed Bid" together with the project description "Used Transformers and Capacitors for Disposal or Repair" and submit your e-mailed bid to [stvardek@tclp.org](mailto:stvardek@tclp.org).

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:** Todd Brown, Head Storeroom Keeper, Traverse City Light & Power, at [tbrown@tclp.org](mailto:tbrown@tclp.org). The deadline for questions and/or clarifications is **Thursday, June 26, 2025, at 10:00AM EST**.

PLEASE SUBMIT BID TO: Stephanie Tvardek, Scheduling & Operations Coordinator  
Traverse City Light & Power  
1131 Hastings Street  
Traverse City, MI 49686



## A. SPECIFICATIONS

### 1. Scope of Work

TCLP is seeking bids to purchase various used transformers and capacitors (equipment) for disposal that become available at our location, 1131 Hastings Street, Traverse City, MI 49686. Note that on occasion, TCLP may request evaluation and separate quotes for repairing transformers from the Successful Bidder.

### 2. Project Time Frame

The contract (Attachment A) would expire one (1) or three (3) years after the execution of the contract. TCLP requests pricing be provided for both contract terms. The prices provided in the bid shall be held for this time period. Bidder agrees to hold their bid open for sixty (60) days after the bid opening date of Tuesday, July 1, 2025.

### 3. Instructions to Successful Bidders

- a. All bids must be submitted on the forms provided. Complete and return ONLY the following forms:
  1. Section C – Iran Economic Sanctions Act
  2. Section E – Submission Form
  3. Section F – Bid Sheet
- b. Payment to TCLP will be received within seven (7) days after the removal of equipment for disposal.
- c. The Successful Bidder will submit all invoices related to repairs directly to [ap@traversecitymi.gov](mailto:ap@traversecitymi.gov) for payment. All invoices must show Traverse City Light & Power as the invoiced party and must describe the work done.

### 4. Location and Pickup of Scrap/Surplus Items

- a. The Successful Bidder agrees to take possession of the equipment at the following site:

Traverse City Light & Power, 1131 Hastings Street, Traverse City, MI 49686
- b. All equipment will have a designated area within the inventory yard location on TCLP property.
- c. Successful Bidder must be able to pick up the equipment without PCB testing. Testing will be done at Successful Bidder's facility (see Bid Sheet to provide cost for testing). All oil filled equipment that is leaking will be drained by TCLP prior to pick up.



- d. TCLP will load all equipment to be shipped onto Successful Bidder's truck. It is the Successful Bidder's responsibility to properly secure equipment.
- e. TCLP will notify the Successful Bidder when the storage area is getting full. Bidder to specify any maximum quantity restrictions for pick up.

## **5. Transformer Repair Detail**

All base repair pricing shall include initial evaluation, new gaskets, PRV, grounding straps, new Non-PCB mineral oil, paint and nameplates per TCLP specifications. Final electrical testing to be performed by Successful Bidder.

Successful Bidder to specify any charges to be invoiced to TCLP in the event TCLP does not authorize repairs on equipment evaluated.

## **6. Additional Information**

TCLP may make reasonable investigation deemed necessary and proper to determine the ability of the Successful Bidder to provide the removal of the equipment and provide guaranteed payment. The Successful Bidder shall furnish TCLP all information for this purpose that may be reasonably requested.

## **7. Safety & Environmental 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 TCLP upon request. The Successful Bidder is ultimately responsible for the safety of all Successful Bidder employees while taking possession of the equipment. TCLP reserves the right to terminate the contract immediately following any Successful Bidder related injury or accident during the accident investigation period.
- b. TCLP may request information from the Successful Bidder that would illustrate the Successful Bidder's compliance with all environmental laws and regulations relating to the proper handling and disposal of oil-filled equipment. TCLP reserves the right to terminate the contract immediately if the Successful Bidder is found to have not followed any and all applicable environmental laws or regulations or is unable to illustrate that they are compliant with them.



## B. INSURANCE REQUIREMENTS

The following insurance requirements must be met throughout the project:

1. Before any equipment is removed, Proof of Insurance shall be submitted by the Successful Bidder to TCLP, showing minimum insurance in the following amounts:
  - 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. Workers Compensation Insurance pursuant to Michigan law.
  - d. TCLP shall be named as an “additional insured” on all certificates.

Advance written notice will be given to TCLP 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 TCLP.

Should any of the insurance requirements stated herein be terminated by the Insurer, the Insurer will mail thirty (30) days’ written notice to TCLP. Failure to mail by the Insurer will not waive the obligation or liability of any kind upon the Insurer affording coverage. These requirements must be stated on all certificates of insurance. Modifications of the standard cancellation clause is acceptable.

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



**C. IRAN ECONOMIC SANCTIONS ACT**

**Sworn and Notarized Affidavit of Compliance  
Iran Economic Sanctions Act  
Michigan Public Act No. 517 of 2012**

All Successful 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 Used Transformers and Capacitors for Disposal or Repair, 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: \_\_\_\_\_



## D. BID SUMMARY

### **Bidder – Please complete and return**

**TITLE: Used Transformers and Capacitors for Disposal or Repair**

**DUE DATE: Tuesday, July 1, 2025, at 2:00PM EST**

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 sixty (60) 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 A) from TCLP and to provide proof of any required insurance.

Bidder submits this bid and agrees to meet or exceed all TCLP'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 TCLP 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 TCLP. The bids will be evaluated and awarded on the basis of the best value to TCLP. Criteria used will include, but not be limited to, Bidder/Successful Bidder's ability, qualifications, experience, price, and overall capability meeting the needs of TCLP. TCLP is sales tax exempt – Government.

Successful Bidder shall pay all sales, consumer, use and other similar taxes required to be paid by Successful 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 Successful Bidder, an officer of the Successful 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 Successful 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 Successful Bidder is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon TCLP, 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 to TCLP will be received within seven (7) days after removal of the equipment. Payment to Successful Bidder will be made as soon as possible after invoicing.

Bidder certifies that as of the date of this bid, Bidder's company or Bidder is not in arrears to TCLP 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.

**Please direct ALL questions to: Todd Brown, Head Storeroom Keeper, Traverse City Light & Power, at [tbrown@tclp.org](mailto:tbrown@tclp.org).**





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



**F. BID SHEET**

❖ **DISPOSAL**

Size	Phase	Price Per KVA	
		1-Year Contract Term	3-Year Contract Term
<b>PAD MOUNT TRANSFORMERS</b>			
10 KVA	Single	\$	\$
25 KVA	Single	\$	\$
50 KVA	Single	\$	\$
75 KVA	Single	\$	\$
100 KVA	Single	\$	\$
167 KVA	Single	\$	\$
75 KVA	Three	\$	\$
112.5 KVA	Three	\$	\$
150 KVA	Three	\$	\$
225 KVA	Three	\$	\$
300 KVA	Three	\$	\$
500 KVA	Three	\$	\$
750 KVA	Three	\$	\$
1000 KVA	Three	\$	\$
1500 KVA	Three	\$	\$
<b>POLE MOUNT TRANSFORMERS</b>			
0.5 KVA	Single	\$	\$
5 KVA	Single	\$	\$
10 KVA	Single	\$	\$
15 KVA	Single	\$	\$
25 KVA	Single	\$	\$
37.5 KVA	Single	\$	\$
50 KVA	Single	\$	\$
75 KVA	Single	\$	\$
100 KVA	Single	\$	\$
167 KVA	Single	\$	\$
250 KVA	Single	\$	\$
		Cost Per Unit	Cost Per Unit
		1-Year Contract Term	3-Year Contract Term
<b>CAPACITORS</b>			
150 KVA		\$	\$
<b>ADDITIONAL COSTS</b>			
PCB Testing		\$	\$

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

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the TRAVERSE CITY LIGHT AND POWER DEPARTMENT, a Michigan municipal electric utility, whose address is 1131 Hastings St., Traverse City, Michigan, 49686, ("TCL&P"), and \_\_\_\_\_, Michigan (the "VENDOR");

WITNESSETH:

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

THEREFORE, the parties mutually agree as follows:

1. Scope of Services. The Vendor shall provide services in accordance with and as set forth in Schedule "A", Scope of Services, attached hereto and incorporated herein by reference.
2. Compensation and Method of Payment. The parties agree to accept as full compensation for services under this Agreement payment in accordance with Schedule "B", "Timetable for Activities and Schedule of Payments", attached hereto and incorporated herein by reference.
3. Period of Performance. The services to be rendered under this Agreement shall commence within five (5) working days of execution hereof. Performance shall be in accordance with the schedules attached hereto. The term of this Agreement shall be one year from the date of execution.
4. Independent Contractor. The relationship of the Vendor to TCL&P is that of an independent contractor and in accordance therewith, Vendor covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of TCL&P or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by Vendor to be a joint endeavor.
5. Vendor Responsibility. The Vendor shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. Vendor shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.
6. Indemnity. Vendor shall defend, indemnify and save harmless TCL&P, its officers and

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

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

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

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

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

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

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

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

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

## ATTACHMENT A

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

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

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

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

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

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

19. Termination.

A. For Fault. If TCL&P determines that the Vendor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, TCL&P may terminate or suspend this Agreement in whole or in part upon written notice to the Vendor specifying the portions of the Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during

## ATTACHMENT A

which time the Vendor shall correct the violations referred to in the notice. If the Vendor does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Vendor at time of termination may be adjusted to cover any additional costs occasioned TCL&P by reason of the termination. This provision for termination shall not limit or modify any other right to TCL&P to proceed against the Vendor at law or under the terms of this Agreement.

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

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

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

- (a) Mediation. If they are unable to resolve the dispute themselves, and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.
- (b) Venue. All meetings, hearings and actions to resolve the dispute shall be in Grand Traverse County.
- (c) 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.

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

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

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

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

WITNESS:

TRAVERSE CITY LIGHT AND POWER  
DEPARTMENT

\_\_\_\_\_

By: \_\_\_\_\_  
Brandie Ekren, Executive Director

VENDOR

\_\_\_\_\_

By: \_\_\_\_\_

SAMPLE - NOT FOR EXECUTION

**SCHEDULE A**

**SCOPE OF SERVICES**

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

TCLP is seeking bids to purchase various used transformers and capacitors (equipment) for disposal that become available at our location, 1131 Hastings Street, Traverse City, MI 49686. Note that on occasion, TCLP may request evaluation and separate quotes for repairing transformers from the Successful Bidder.

SAMPLE - NOT FOR EXECUTION

**SCHEDULE B**

**SCHEDULE OF PAYMENTS**

Payment to TCLP will be received within seven (7) days after the removal of equipment for disposal.

The Successful Bidder will submit all invoices related to repairs directly to [ap@traversecitymi.gov](mailto:ap@traversecitymi.gov) for payment. All invoices must show Traverse City Light & Power as the invoiced party and must describe the work done.

SAMPLE - NOT FOR EXECUTION