



**HOLLAND BOARD OF PUBLIC WORKS  
PURCHASING DEPARTMENT  
REQUEST FOR SEALED BID (RFSB)**

**Bid # 100819Wire**  
**Title: Transformers**

**Buyer: Cindy Scholten**  
**Phone: 616-355-1582**  
**E-mail:**  
**cscholten@hollandbpw.com**

**Issue Date: 10/08/19**

<b>BID RESPONSES MUST BE RECEIVED BY:</b>	<b>Friday, October 18, 2019 @ 2:00 PM Local Time</b>
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Please submit any questions regarding this bid in writing to the buyer, Cindy Scholten at [cscholten@hollandbpw.com](mailto:cscholten@hollandbpw.com)

**You may hand deliver or mail your Sealed Bid response prior to : 2:00 pm on Friday, October 18, 2019**

Holland Board of Public Works  
Attn: Cindy Scholten  
625 Hastings Ave  
Holland, MI 49423

By signing this cover page, the bidder shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder shall further agree that the language of this IFB shall govern in the event of a conflict with his/her bid. In addition, the bidder shall further agree that upon receipt of an authorized purchase order from Holland Board of Public Works or when a contract is signed and issued by an authorized official of the Holland Board of Public Works, a binding contract exist between the bidder and the Holland Board of Public Works.

**SIGNATURE REQUIRED/ RETURN WITH BID -RETURN THIS PAGE**

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID #	DOING BUSINESS AS (dba) NAME
MAILING ADDRESS	
CITY, STATE, ZIP CODE	
CONTACT PERSON AND EMAIL ADDRESS	
PHONE NUMBER	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

\*The Holland Board of Public Works reserves the right to accept or refuse any or all bids

### **General Terms and Conditions**

1. **Opening Location:** *Sealed proposals will be received at Holland Board of Public Work, 625 Hastings Ave, Holland, MI 49423, until the proposal closing date and time indicated above.*
2. **Opening of advertised proposals:** *The vendor and public are invited, but not required, to attend the opening of proposals. No decision related to an award of a contract or purchase order will be made at the opening.*
3. **Submittal of Proposals:** *Proposals must be submitted in a sealed envelope identified with the bid title and date of closing on the outside. Facsimile, telephone and email proposals will NOT be considered. Proposals will not be accepted after the due date and time.*
4. *All proposals shall be submitted FOB Destination Holland, MI 49423, freight prepaid (unless otherwise stated).*
5. **Prices Bid:** *Give unit price, extended total or both if applicable. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items.*
6. **Taxes:** *Do NOT include Federal Excise Tax or Sales and Use Tax in the bid prices, as the Holland BPW is exempt from them by law. Tax Exemption Certificate will be furnished if required.*
7. **Estimated Quantities:** *The estimated quantities indicated in this Request for Proposal represent anticipated requirements only. The right is reserved to exceed or diminish these estimates.*
8. **Bid Forms:** *Bids must be submitted on attached bid forms, although additional information may be attached.*
9. **“Or Equal” Interpretation:** *When a particular manufacturer’s name or brand is specified along with the words “or equal”, Quotations will be considered on other brands or the product of other manufacturers. On all such Quotations the bidder shall indicate clearly the product (brand and model number) on which he is bidding, and shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. Catalog cuts and technical descriptive data shall be attached to the original copy of the quote where applicable. Failure to submit the above information may be sufficient grounds for the rejection of quote.*
10. **Withdrawal of Bids:** *Bids or proposals may be revised, modified, or withdrawn by the bidder at any time prior to opening. Any such revision, modification, or withdrawal shall be in writing. After the bids are opened, they shall be irrevocable for the period sixty (60) days. Bids or proposals may not be withdrawn or revised after opening unless specified in the RFP.*
11. **Clarification and Addenda:** *Each bidder shall examine all Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Proposal shall be*

*made through the Purchasing Department in writing or through email. The Purchasing Department shall not be responsible for oral interpretations given by any Holland BPW employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given. It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Purchasing Department at phone number 616-355-1582 or email, to determine if addenda were issued and to make such addenda a part of their Bid.*

**12. Contract Forms:** *Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the Holland Board of Public Works.*

**13. Reserved Rights:** *The Holland BPW reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.*

**14. The Right to Audit:** *The bidder agrees to furnish supporting detail as may be required by the Holland BPW to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.*

**15. Applicable Law:** *The Revised Code of the State of Michigan, The Charter of the City of delivery, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchase are made a part hereof.*

**16. Payments:** *Payment will be made by the Holland BPW when the materials, supplies or equipment have been fully delivered and accepted or the work completed to the full satisfaction of the Holland BPW.*

**17. Quality Guaranty:** *If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the Holland Board of Public Works, the bidder shall pick up the product from the Holland Board of Public Works at no expense. Also, the bidder shall refund to the Holland Board of Public Works any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.*

**18. Quality Terms:** *The Holland Board of Public Works reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.*

**19. No-Bid:** *In the event you are unable to quote on this requirement, please return the "No-bid Response Form", on or before the bid closing date. Please indicate the reason(s) you are unable to participate in this solicitation.*

**20. Bid Tabulation:** *Bidders may request a copy of the bid tabulation of the Request for Bid through the Holland Board of Public Works purchasing department.*

**21. Expenses:** *All expenses for making Proposals to the Holland Board of Public Works are to be borne by the bidder.*

**22. Collusion:** *By offering a submission to this Request for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this RFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party*

*thereto certifies as to their own organization, that in connection with this RFB: a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.*

*b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.*

*c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.*

*d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.*

*e. No person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.*

**23. Authorized Product Representation:** *The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the Holland Board of Public Works that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.*

**24. Regulations:** *It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Michigan, and City rules, regulations, or other requirements, as each may apply.*

**25. Awards:**

*a. Unless otherwise stated in the Request for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.*

*b. As the best interest of the Holland Board of Public Works may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.*

*c. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Request for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.*

**26. Termination of Award:** *Any failure of the bidder to satisfy the requirements of the Holland Board of Public Works shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the Holland Board of Public Works.*

**27. Budgetary Constraints:** *The Holland Board of Public Works reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.*

**28. Additional Purchases by Other Public Agencies:** *The bidder by submitting a Bid authorizes other public agencies to “Piggy-Back” or purchase equipment and services being proposed in this Request for Bid unless otherwise noted on the Affidavit of Compliance Form. (Not applicable to this bid)*

**29. Special conditions** included in the Bid Document shall take precedence over any provisions stipulated hereunder.

**30. INFRINGEMENTS AND INDEMNIFICATIONS:** *The bidder, if awarded an order or contract, agrees to protect, defend, and hold the City, Holland Board of Public Works, their directors, their officers, their employees, and their agents harmless against any demand for payment for the use of any patented material, process, article or device that may enter in the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and hold the City, the Holland Board of Public Works, their directors, officers, employees, and agents harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.*

*To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required, the types and amounts of insurance to be provided will be set forth in the Bid Document.*

**31. Delivery:** *Bids should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.*

**32. Specifications:** *Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.*

*References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the Holland Board of Public Works. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.*

**33. Samples:** *Samples, when requested, shall be filed prior to the opening of bids and must be furnished free of expense to the Holland Board of Public Works and if not destroyed, will upon request be returned at the bidder's expense.*

**34. Cash Discounts:** *Time in connection with any cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received. If the latter date is later than the date of delivery and acceptance.*

*If no cash discount is indicated in the space provided in the Bid Document, the terms will be considered as Net - 30 days.*

**35. Taxes:** *The Holland Board of Public Works is generally exempt from Federal and State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind, if applicable.*

*Exemption forms will be furnished wherever necessary. Taxes, wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.*

**36. BID INFORMALITIES AND REJECTION:** *The Holland BPW reserves the right to waive informalities not consistent with law or to reject any or all bids as it deems for its best interests.*

**37. Award:** *Unless otherwise specified in the Bid Document the Holland BPW reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document, bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.*

*As soon as the Award is made, an order or contract documents will be sent to the successful bidder for execution and bond if necessary. If the contracts are not executed and returned to the Purchasing Agent within 10 days of the date of sending, the Bid Surety, if required, will be declared forfeited as liquidated damages.*

**38. BIDDER'S SIGNATURE:** *Each proposal and bid surety form must be signed by the bidder with his usual signature. All signatures should be in full.*

*Bids by partnership must be signed by one or more of the partners in the following manner: "John Jones and James Smith, D.B.A., Smith-Jones Company, by John Jones, a partner".*

*Bids by corporations should be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.*

**39. SUBMISSION AND RECEIPT OF BIDS:**

*a.) Inquiries involving an expenditure exceeding the limits established in the City Charter usually require advertising over a period of at least 5 days prior to scheduled bid opening. Proposals of this nature are publicly read at noted time on the date bids are scheduled to be received.*

*b.) Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.*

*c.) BIDDER MUST USE THE BID DOCUMENT PROPOSAL FORMS FURNISHED AS NONE OTHER MAY BE ACCEPTED.*

*PROPOSAL FORMS MUST BE RETURNED INTACT.*

*REMOVAL OF ANY PART THEREOF MAY INVALIDATE THE BID.*

*Specifications and plans referred to in this bid document by reference only, need not be returned with the bid, however, no excision of material physically incorporated in the bid document will be permitted.*

*d.) Bids are to be submitted in sealed envelopes and identified as requested in the specifications.*

*e.) Separate proposals must be submitted on each reference number and proposals shall be typewritten or written in ink.*

*f.) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.*

*g.) Proposals should be mailed or delivered to the address in the Bid Document.*

**40. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** *No oral interpretation will be made to any bidder as to the meaning of the Bid and/or Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Holland BPW. Any inquiry received within a reasonable time prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be on file in the Purchasing Department. In addition, copies will be mailed to each person holding Bid and/or Contract Documents and all bidders shall be bound by such interpretations whether or not received by the bidders.*

**41. CHANGES AND ADDENDA TO BID DOCUMENTS:** *Each change or addenda issued in relation to this bid document will be on file in the Purchasing Department. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of the bid documents.*

*It shall be the bidder's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda. Information on all changes or addenda issued will be available at the Purchasing Department.*

## HOLLAND BOARD OF PUBLIC WORKS / Bid Form *Transformers*

SUBMITTED BY: \_\_\_\_\_  
(Company Name)

The pricing information is hereby provided in accordance with the Terms and Conditions of this *Request for Bid*.

***ALL TRANSFORMERS MUST BE NEW***

Item	Est Qty +/-	Item	Unit Price	Ext Price
1	75,000 ft	75,000 feet of wire, #1/0 15KV URD Aluminum 2/c per attached specs Brand: _____ Warranty: _____ _____/Delivery: _____		

**TOTAL BID PRICE:** \_\_\_\_\_

All Wire must be per the specs referenced 130-00-100 one aught EPR Cable Spec- Rev 002 attached in this bid

**RETURN THIS PAGE**



**Affidavit of Compliance**

**Wire**

To be submitted with Vendor’s proposal.

\_\_\_ We DO NOT take exception to the RFP documents/requirements.

\_\_\_ We TAKE exception to the RFP Documents/Requirements as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this Quotation unless otherwise stipulated herein.

Company Name: \_\_\_\_\_

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

(Authorized person’s signature) (Print name and title of signer)

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Federal Tax ID No.: \_\_\_\_\_

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

**RETURN THIS PAGE**

**Holland Board of Public Works**  
**“No-Bid Response Form”**  
***Wire***

**COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A PROPOSAL RESPONSE.**

If you do not wish to respond to this proposal request, but would like to remain on the Holland Board of Public Works vendor list, please fill out this form and return to the Purchasing Department by email

**RETURN TO:** Cindy Scholten, Procurement Specialist  
Email: cscholten@hollandbpw.com

We the undersigned have declined to bid on your proposal for the following reasons:

- Insufficient time to respond to invitation for bid.
- We do not offer this product/s or equivalent.
- Unable to meet specifications.
- Unable to meet insurance requirements.
- Our schedule would not allow us to perform.
- Specifications are to “tight”, i.e. geared towards one brand or manufacturer.
- Specifications unclear.
- Other (please specify below).

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VENDOR INFORMATION:**

Company Name: \_\_\_\_\_

Signature and Title: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_