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# Substation Power Transformers, Dolet Hills Power Station, Sealed Bid Tender

Tender

2:00pm CDT on Wednesday 17th August 2022

Cleco Corporate Holdings, LLC.

2030 Donahue Ferry Rd, Pineville, Louisiana, United States, 71360

Asset Locations:

963 Power Plant Rd, Dolet Hills Power Station, Mansfield, Louisiana, United States, 71052

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Lot #	Description	Number of Bids	Notes
1.0	Bulk Bid, Substation transformers, Over 1.3M lbs of core & coil	6	
160	McGraw Edison 25000KVA step down transformer	1	
161	McGraw Edison 25000KVA step down transformer	1	
162	BBC TSFH 750000 750000KVA GSU transformer	0	
163	Westinghouse 25000KVA step down transformer (DELAYED REMOVAL)	1	
164	Westinghouse 25000KVA step down transformer (DELAYED REMOVAL)	0	
1.0a	Bulk Bid, Substation transformers, Over 1.3M lbs of core & coil	1	

## Inspection Information:

Inspection Terms: • By Appointment Only! Must follow COVID rules set by CLECO. • All individuals who are inspecting equipment will undergo a security clearance and sponsorship before being allowed onsite. • Failure to complete pre-screen test will result in you not being able to inspect the equipment. • Must come with PPE – Safety Hat, Safety Shoes, Safety Vest, Safety Glasses, Mask

SALE OF MOVABLE ASSETS ("Agreement") KNOW ALL MEN BY THESE PRESENTS THAT: CLECO POWER LLC, a Louisiana limited liability company (the "Seller"), duly authorized to do and doing business in the State of Louisiana, with its principal office in Pineville, Louisiana, herein appearing through and represented by \_\_\_\_\_ its duly authorized representative, Mailing Address: CLECO POWER LLC 2030 Donahue Perry Road Pineville, Louisiana 71360 P.O. Box 5000 Pineville, Louisiana 71361 Tax Identification No.: 72-0244480 does by these presents hereby grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver without any warranties whatsoever, not even for the return of the purchase price, but with full substitution and subrogation in and to all rights and actions of warranty which it has or may have against all preceding owners, vendors and grantors unto: \_\_\_\_\_ (the "Purchaser"), duly authorized to do and doing business in the State of Louisiana, with its principal office located at herein appearing through and represented by \_\_\_\_\_, its duly authorized representative, Mailing Address: Tax Identification No.: \_\_\_\_\_ here present accepting and purchasing for itself, its successors and assigns forever, and acknowledging due delivery and possession thereof, all of Seller's right, title and interest in the property listed on Exhibit A, attached hereto and made a part hereof (hereinafter, the "Equipment"). A. No Warranty. The Equipment is sold by Seller and purchased by Purchaser "AS IS, WHERE IS," with no warranty whatsoever but with full substitution and subrogation in and to all rights and actions of warranty which it has or may have against all preceding owners, vendors and grantors with respect to any aspect of its physical condition, either expressed or implied, and even arising by operation of law, including but not limited to any warranties of fitness, condition, quality or habitability or warranties against hidden or redhibitory or latent defects, or as to the suitability or fitness of the Equipment for any particular or general use or purpose or for the business of Purchaser, all of which are expressly and fully waived by Purchaser. B. Right to Examine. Purchaser acknowledges that Purchaser has had the full and complete right to investigate, test, examine and inspect all aspects of the physical condition of the Equipment and that Purchaser has done so to the extent that Purchaser has seen fit. Purchaser hereby acknowledges that Purchaser has relied solely on its own investigations, testing, examinations and inspections, and not on any information provided by or on behalf of Seller. C. Acceptance. Purchaser hereby purchases and accepts the Equipment in its present condition, assumes all risks related to its condition and releases Seller and all affiliated and associated companies of Seller, and all of their officers, directors, agents and employees (collectively the "Seller Parties"), from all rights, claims, causes of action, liens, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and consultants' fees, and all court costs, remediation, assessment, cleanup or other response costs) of any and every kind or character, known or unknown, fixed or contingent, suffered or incurred by Purchaser and/or any successors to Purchaser on account of any causes of actions to which Purchaser may now or hereinafter be entitled based on any aspect of the physical condition of the Equipment, including but not limited to vices or defects or other conditions of the Equipment, or any component parts thereof, whether known or unknown to Purchaser, and whether or not discoverable by inspection, including conditions which, if known, would have deterred Purchaser from entering into this conveyance, and further including but not limited to any and all rights or claims which Purchaser has or may have for return or reduction of the purchase price, damages, rescission or nullification of this conveyance and any other claims or causes of action relating to any aspect of the physical condition of the Equipment under applicable law, including but not limited to Articles 2475, 2520, 2524 and 2545 of the Louisiana Civil Code respecting redhibition. Purchaser hereby acknowledges that Seller is neither a manufacturer nor a distributor or dealer for the Equipment. D. Waiver and Indemnification. "Hazardous Substance" shall mean any chemical, substance, waste, material or constituent that is deemed, now or in the future, hazardous, toxic, a pollutant or a contaminant, under any current or future federal, state or local law, ordinance, rule, regulation or judicial or administrative order or decision relating to protection of the public health, safety or the environment. Purchaser waives and releases Seller and the Seller Parties from all claims, demands, federal, state or local laws, ordinances, rules or regulations relating to Hazardous Substances concerning the Equipment ("Hazardous Substance Claims"). Further, Purchaser hereby agrees to defend, indemnify and hold Seller and the Seller Parties harmless from and against all claims, demands, actions, causes of action, lawsuits or other proceedings, rights or liabilities for any manner of injury, loss, cost, expense, harm, damages, compensation or other remuneration, including attorneys' fees, and all Hazardous Substances Claims, arising out of the installation, operation, use, removal or disposal of the Equipment. \_\_\_\_\_ Initials Of Purchaser PURCHASER ACKNOWLEDGES THAT THE FOREGOING WAIVERS HAVE BEEN BROUGHT TO PURCHASER'S ATTENTION AND EXPLAINED TO PURCHASER AND THAT THE FOREGOING WAIVERS ARE A MATERIAL AND INTEGRAL CONSIDERATION OF THIS CONVEYANCE. E. Consideration. This sale is made and accepted for and in consideration of the price and sum of \_\_\_\_\_ and \_\_\_\_/100 U.S. Dollars (\$ \_\_\_\_\_) cash, which the said Purchaser has well and truly paid, in ready and current money to Seller, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor. F. Taxes. It is the intent of both parties hereto that the goods sold pursuant to this agreement should be treated as exempt from tax as an isolated transaction without markup for profit by an established utility that is not regularly engaged in selling equipment for profit. However, in the event any sales, use, compensating, gross receipts or other applicable taxes shall be imposed upon Seller as a result of goods provided by Seller pursuant to this agreement, such tax shall be invoiced by Seller and paid by Purchaser to Seller for remittance to the applicable taxing authority, unless the Purchaser provides Seller with evidence of tax exemption or direct pay permit. G. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Louisiana, without reference to the conflict of laws or principles thereof. IN WITNESS WHEREOF, the parties have executed this Agreement as of \_\_\_\_\_, \_\_\_\_ (the "Effective Date").

## Payment Terms:

All payments must be made through the Aucto Payment Gateway (APG). Buyers have below options to send payments: - Wire Transfer - ACH - Automated Clearing House (US) - EFT - Electronic Funds Transfer (Canada) - Credit Card (ONLY available for sale orders less than 5000 USD or 5000 CAD) - Instructions will be available via APG to winners after a sale has concluded. Aucto will NOT accept Cash, Check, E-Check, Cashier's Check or Bank Drafts as payment options. Unless specified by the seller in the "Sale Terms", all payments are due within 24 hours of a sale order being delivered. Please submit tax exemption forms to [payments@aucto.com](mailto:payments@aucto.com) with your sale-order number in the subject line. Local tax laws may apply to Aucto Buyer's Premium (Aucto BP or ABP). In most situations, tax on Aucto BP is not subject to tax exemption.

## Removal Terms:

Removal Terms: • Buyer is responsible for dismantling and removing the transformers off the property in accordance with CLECO and regulatory requirements • Safely draining and removing transformer oil in accordance with CLECO and regulatory requirements • Payment must be made in full before removal. Winning bidder must have an active and approved membership at ISNet World: Grade A or B - Winning bidder must provide a list of all contractors and individuals for who will be onsite during the removal process, subject to review and approval by CLECO Winning bidder must provide a full scope of work that will be performed onsite, subject to review and approval by CLECO

## Payment Instructions:

Payments will be made through the Aucto Payment Gateway. Paying via credit cards will only be available for orders under \$5000.