Financial Services
Procurement
Construction and Contract Services
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Request for Proposal GLWA-CS-201

Job Order Contract for Construction, Environmental, Special Testing, Inspection, and Other Technical Services

The Great Lakes Water Authority (GLWA) is issuing this Request for Proposal for qualified firms to provide services for (referred to herein as the "Work") for Construction, Environmental, Special Testing, Inspection, and Other Technical Services.

Solicitation Date:	January 17, 2018
Pre-Proposal Meeting:	Not Applicable Date: N/A Time: N/A (Eastern Standard Time) Location: N/A Site Tour: Not Applicable
Questions/Inquiries:	All questions and inquires must be directed by email to Gerald Moore at Gerald.Moore@glwater.org. Date: Friday, January 26, 2018 Time: Time: 12:00 noon (Eastern Standard Time)
Proposal Due Date:	Date: Thursday, February 22, 2018 Time: 12:00 noon (Eastern Standard Time)

Minimum qualifications:

Vendors responding to this RFP must have the following minimum qualifications to be considered. The qualifications of subcontractors can be used to meet these qualifications.

1. Professional licenses and certifications as required by the State of Michigan and customary to complete the work.
2. The project manager shall have a minimum of 10 years' experience and be a licensed professional engineer.
3. All laboratory services shall be performed in a lab or in the field in accordance with written standard operating procedures and quality assurance/quality control plan. Provide evidence of necessary licenses and certificates and independent audit program participation as customary for the services provided. The Quality Assurance officer for each firm providing laboratory or field analytical and testing services shall be provided along with a one-page resume.
4. All surveys shall be performed by a professional surveyor with a minimum of 10 years' experience.

LATE PROPOSALS WILL NOT BE ACCEPTED

Anticipated schedule

Contract Term: 3 Years	Start Work Date: TBD

Additional documents:

Attachment 1	Sample Contract with Insurance Requirements
Attachment 2	Quote Form for Typical Items of Work

Terms and Definitions

Addendum: An addition to a complete written document.
Vendor: A person or company that undertakes a contract to provide materials or labor to perform a service or do a job.

Acronyms

GLWA:	Great Lakes Water Authority
RFB:	Request for Bid
RFI:	Request for Information
RFP:	Request for Proposal
SOQ:	Statement of Qualifications

Section I Instructions to Vendors

1.0 Solicitation

1.1 Vendors interested in submitting a response to this RFP are required to be registered with the Michigan Intergovernmental Trade Network (MITN) at http://www.mitn.info/ (found under the Great Lakes Water Authority name). Only registered vendors can submit a response. Registration is FREE. The MITN website has a limitation of 32 megabytes per file.

1.2 By responding to this RFP, vendors are agreeing to comply with GLWA's Procurement Policy made available on the GLWA website, www.glwater.org/procurement/policy-procedures/.

1.3 All communications pertaining to this solicitation are to be directed only to the Procurement Professional designated in this RFP.

2.0 Addendums, Questions and Inquiries

2.1 It is the responsibility of the vendor to check for any addendum and/or notices posted on MITN and the GLWA website and to make inquiry as to the changes or notices issued. Only written notices or addendum duly issued by GLWA shall constitute revisions to this solicitation. Vendors are advised that no oral interpretation, information or instruction by any officer or employee of the GLWA shall be binding upon GLWA.

2.2 Each interpretation or correction, as well as any additional provision that GLWA may decide to include in this solicitation, will be made only as an addendum, which will be available on MITN.

2.3 Should vendors be in doubt as to the true meaning of any portion of this solicitation, find any ambiguity, inconsistency, or omission herein, or intend to take exception to any requirement of the solicitation, the vendor must make a written request for an official interpretation or correction by the questions and inquiries date established in this solicitation.

2.4 Any addendum(s) issued by GLWA shall become part of this solicitation and shall be taken into account by each vendor in preparation of its response to this solicitation. Vendors shall submit the latest revision of any form(s) or attachment(s) issued by an addendum.

3.0 Preparation and Proposal Submission

3.1 GLWA does not assume any responsibility and will not reimburse any vendor for any costs incurred, however caused, in the process of responding to this solicitation including, without limitation, preparing and submitting its response, withdrawing its response, objecting to the award, being disqualified for the award or negotiating a contract resulting from this RFP.

3.2 Vendors are cautioned that the scope of Work is intended to define the minimum standard of quality. GLWA is seeking expertise to provide the latest innovations, and creativity is encouraged.

3.3 By submitting a response to this solicitation, the vendor affirms that except for assumptions and exceptions explicitly stated, the vendor considers its response accurate and sufficient to complete the Work.

3.4 Additional Documents - Documents included with this soliciation are for the vendor's information and convenience only and do not relieve the successful vendor from its responsibility and obligation to develop its own comprehensive project-specific information, conduct any additional examinations, and conduct any other necessary activities that are reasonably necessary to prepare correct and complete contract deliverables as specified in this solicitation.

3.5 Security Clearance. Vendors requiring any additional information beyond what is contained in this solicitation and/or communicated in pre-proposal/oral interview meetings may be required, in GLWA's sole discretion, to provide evidence of a security clearance from the U.S. Department of Homeland Security for each person that would have access to the information. Providing evidence of the security clearance does not guarantee any firm or person access to any or all of requested information. Following receipt of evidence of the security clearance, additional information may be made available to vendors.

3.6 Subcontractors - Vendors shall not replace or add a subcontractor at any time after submission of its response to this solicitation unless vendor gives written notice to GLWA in sufficient time to allow GLWA to conduct an evaluation of the new subcontractor and provide all information as may be requested by GLWA. Any failure to abide by these terms, GLWA may, in its sole discretion, elect not to recommend the vendor for the award.

GLWA may request the removal and/or replacement of any subcontractor nominated by the vendor prior to awarding the contract. In such event, the vendor shall promptly nominate a qualified substitute or self-perform the work involved if qualified to do so. If the vendor declines to act on either option or otherwise fails to act by the date specified by GLWA, GLWA may, in its sole discretion, elect not to recommend the vendor for the award.

This section shall not be construed to create or impose on GLWA any duty or liability under any legal theory for the performance of any vendor or subcontractor under any contract resulting from this solicitation.

3.7 Cost Schedule - Must be uploaded to MITN in a separate file by or before this solicitations due date and time. Technical proposals that contain cost/fee information will be rejected. All blank spaces shall be properly and legibly printed in ink or typed as required in this solicitation and in each of the forms.

4.0 Proposal Withdrawal and Modification

4.1 After the time for receiving proposals has expired, no modification, alteration or revision to any vendor's proposal in any form will be accepted, nor will a vendor be allowed to withdraw its proposal and submit another proposal for the Work. All proposals become the property of GLWA upon opening and are subject to public record laws.

5.0 Proposal Evaluation

5.1 GLWA uses a structured qualification based selection process to evaluate proposals. Each proposal will be evaluated on its responsiveness to the technical and administrative criteria identified in this RFP. Following the technical response evaluation and the cost schedule review, GLWA will enter into negotiations with a qualified vendor with the objective of reaching an agreement to enter into a contract for the Work.

5.2 In reviewing technical proposals, GLWA reserves the right to request from any vendor written clarifications or request additional information, reject any or all proposals, waive any non-conformance, defect or informality in any proposal, and/or determine which proposal best serves its needs.

5.3 Should GLWA determine, in its sole judgment, that contract negotiations are unproductive, GLWA reserves the right to cease negotiations with vendor and initiate negotiations with another vendor.

6.0 Contract Award

6.1 GLWA will provide the vendor with a contract for its review and execution. After receipt, the vendor shall sign and return the contract and provide any other documents required for the completion of an executed contract including, without limitation, evidence of insurance and executed performance and payment bonds (if applicable), each in the full amount of the contract price and accompanied by a certified power of attorney.

6.2 The successful vendor will have reasonable access as needed to GLWA facilities and staff to obtain documents and files, and to perform interviews to gain an understanding of the Work to be provided.

7.0 Post Award

7.1 Debriefings will be held at the request of any vendor after the award of the RFP, for the purpose of receiving information concerning the evaluation.

7.2 GLWA's vendor performance evaluation program will be implemented under the contract resulting from this RFP whereby performance of the vendor will be evaluated periodically at any time during the contract as determined by GLWA. The evaluation will be conducted during a meeting with the vendor in which the evaluation elements will be discussed and the vendor will be afforded the opportunity to review the scores and provide input to GLWA. The vendor performance evaluation information may be used by GLWA to help evaluate the vendor's capabilities to perform other work for GLWA in the future.

END OF INSTRUCTIONS TO VENDOR

Section II Scope of Work

1.0 General Information

1.1 Project overview

The Great Lakes Water Authority (GLWA) requests written proposals from firms to provide as needed geotechnical engineering, environmental engineering, surveying, drafting, inspection, design and related technical services involving sampling, testing and analyzing of site soils, construction materials (such as concrete, steel, wood, etc.), engineered fill materials, environmental-related sampling and analyses (such as asbestos containing materials, lead based paint, lead caulked pipe joints, PCBs, mercury, and contaminated soils), and other miscellaneous engineering design, surveying, inspection and technical services to support GLWA during the study, design and construction phases of various capital improvement projects throughout the GLWA system.

The scope of work also includes geotechnical drilling and soil probing services necessary to advance soil borings and collect undisturbed soil samples, as well as all other necessary field services that are required to collect construction materials and environmental-related samples for analysis. Other technical services, including professional land surveying; corrosion control engineering, and construction inspection services to document construction contractors' quality of work and its conformance to contract requirements may also be requested.

2.0 Background

GLWA water operations and system control center groups operate and maintain five (5) water treatment plants, nineteen (19) finished water booster pumping stations, eleven (11) sewage lift pumping stations, water transmission mains, pressure-reducing valve stations, and pressure and flow monitoring stations. The technical services provided under this contract may be needed at numerous locations throughout GLWA's water supply and sewerage service area.

3.0 Scope of Work

Under this job order contract, GLWA intends to award one (1) contract to highest ranked qualified consultant that provides the best value to GLWA. The duration of this contract is three (3) years, and GLWA anticipates award of various job orders (tasks) up to a cumulative maximum of $1,500,000 of work under this contract.

Services provided under this contract will be authorized by GLWA on a job order basis. Prior to initiation of any compensable work, GLWA and the vendor will develop a specific scope of work for each task (job order) to be issued. GLWA is not obligated to authorize the full amount or any specific or targeted partial amount of the contract value to the vendor. The vendor shall not perform work under this contract without an approved task order that will detail the scope of work, budget, schedule and deliverables for each job order (task) assignment.

At any given time, GLWA may require the vendor to perform one (1) or more tasks associated with any number of GLWA's facilities.

Any task order executed by GLWA prior to expiration of the contract term will be allowed to proceed to completion, however, no new tasks will be issued after the expiration of the contract term.

Upon identifying a need for technical services, GLWA will meet with the vendor to develop a detailed scope of work describing the task(s) to be performed. The vendor will be asked to submit a detailed scope of work, schedule, list of deliverables, and cost proposal for the job order (task) assignment. Cost proposals must be detailed by either relating the work to the previously submitted unit rates if: (1) the work can be established against fixed equipment

rental rates, laboratory test unit costs, ASTM laboratory or field test unit costs; or (2) by showing the names and job titles of the individuals proposed to be used on the assignment, the number of hours each job title will devote to the task assignment and the billing rate for each job title.

Separate line items for miscellaneous mileage or expendable costs will not be considered and must be included in the firms hourly or unit rates. The vendor's labor burdens, overhead, other direct costs, subcontractor costs, and profit shall be included in the hourly rates. Costs for subcontractors shall be broken down similarly. Cost proposals for individual tasks shall reflect the pricing information proposed in response to this RFP.

After receipt of the job order cost proposal, GLWA will negotiate with the vendor as necessary to arrive at a mutually acceptable fixed price to perform the task assignment. Once agreement on price has been reached, a job order document will be generated by GLWA showing the negotiated fixed price, the list of deliverables, schedule of payments, and completion schedule for the task(s). No work shall be started on any task until a job order document has been executed by GLWA.

In the event a mutually acceptable price for a job order cannot be reached, GLWA may: (a) direct the vendor to proceed on a reimbursable cost basis utilizing the labor rates and other pricing information proposed by the vendor in this RFP, or (b) terminate negotiations with the consultant and solicit interest from other firms for the same scope of work under a separate contract action. Termination of negotiations will be made in writing.

<u>Typical Job Order Task Descriptions</u>

Job Order Tasks to be performed under this contract may relate to various disciplines. Work performed under any job order may include, but is not limited to, the following:

1. Testing and Inspection Services

    a. Provide a complete laboratory equipped to accommodate testing of construction materials, physical testing of soils and other geotechnical testing.

    b. Provide engineering technicians to support GLWA engineering staff for (i) field testing of concrete, and inspection and monitoring contractor activities during non-structural and structural concrete construction, steel erection, buried and exposed piping installation; (ii) field testing of soils, compaction, and monitoring of backfill operations; and (iii) performing environmental testing, investigations and assessments.

    c. Develop programs and conduct on-site subsurface geotechnical investigations for specific projects. Work under this task may require the proposer to:

        i. Perform soil borings and obtain soil samples and groundwater data. This includes determining the number, depth, type and locations of borings required based on project requirements. Stake all boring locations in the field, determine ground surface elevations, and arrange for MISS DIG clearances of boring locations prior to start of work. Provide engineering inspection of all field activities (test borings, well installations, etc.).
        ii. Perform required laboratory testing to evaluate engineering parameters of soils, including corrosivity of soils to identify corrosion protection requirements for buried piping systems.
        iii. Prepare and submit complete log reports of subsurface conditions encountered at specific test boring locations. Include sample analysis and groundwater (if encountered) chemical analysis.
        iv. Recommend, install, and monitor geotechnical instrumentation as needed to monitor water levels, ground movements, ground loadings, vibrations, etc.

v. Except when installing geotechnical instrumentation, backfill test boring holes in accordance with the requirements of MDEQ and the Mineral Well Act.

vi. Perform engineering evaluations and make recommendations to GLWA with respect to design parameters, construction techniques and sequences related to GLWA facilities, including tunnels, water transmission mains, yard valves, water mains, below grade structures, tanks, pump stations, building foundations, etc.

vii. Engage, as required, special service contractors such as underwater divers, forensic engineering consultants, and corrosion engineering consultants, etc., to assist in various aspects of investigations, inspections, repair or modification of facilities.

viii. Prepare and submit technical memoranda and reports documenting the results of the investigations and presenting field observations, analytical test results, engineering analysis, evaluations, construction cost estimates and recommendations.

ix. Develop and implement a task-specific quality control procedure for testing. Notify GLWA immediately if any materials or procedures do not meet the specification requirements. Prepare recommendations for additional material testing, re-testing, removal, replacement or remedial action. Prepare and submit daily reports documenting construction, inspection and testing activities.

d. Verify the suitability of bearing soils for supporting the proposed structures. Obtain soil samples, determine suitability for use as fill or backfill, and determine the maximum density and optimum moisture content for each sample.

e. Perform on-site concrete test such as slump, entrained air content, temperature and unit weight. Mold concrete cylinders for laboratory compressive strength testing.

f. Monitor placement and compaction of asphalt materials, measure asphalt temperature, and obtain samples for laboratory extraction analysis.

g. Perform field and shop inspection of structural steel members and verify mill certifications, dimensional tolerances and suitability for welding.

h. Perform testing, installation monitoring and inspection of foundation piles, drilled piers and sheet piles.

i. Perform testing of pre-cast, pre-stressed and post-tensioned structural members and provide certification.

j. Perform other test and services such as, but not limited to: coring, ultrasonic thickness, weld testing, half-cell investigations, pull out testing, magnetic particle testing, dye penetrant and brinell hardness testing of steel, delamination surveys, pachometer surveys, windsor probes, swiss hammer, concrete chloride ion content, surface paint thickness, paint adhesion tests, corrosion potential tests, and lead-based paint determination test.

k. Develop and implement a task-specific instrumentation monitoring plan to document movement of structures and soils, monitor and obtain readings from geotechnical instruments, and evaluate vibrations, and movements. The plan shall identify the type, number, location and elevation of monitoring instruments.

l. Develop programs and conduct on-site subsurface corrosion investigations for specific projects to select the best method for protecting buried pipelines, buried valves, below-grade reinforced concrete water-containing structures, pumping stations, partially buried reinforced concrete water-containing structures,

above-ground reinforced concrete water-containing structures, above-ground steel water tanks, and other water related infrastructure using corrosion engineers, National Association of Corrosion Engineers (NACE) certified corrosion specialists. Types of corrosion engineering services that the consultant needs to have demonstrated experience includes:

i. Perform soils surveys
ii. Cathodic protection, including feasibility studies, design, commissioning and testing
iii. Budget development and economic analyses
iv. Coating inspections
v. Corrosion studies
vi. Design reviews of corrosion protection systems
vii. Electrical grounding studies
viii. Stray current analysis
ix. Soils testing
x. Environmental studies
xi. Perform required laboratory testing to evaluate engineering parameters of soils, including corrosivity of soils to identify corrosion protection requirements for buried piping systems

2. Engineering Assistance Services

a. Provide engineering analysis for evaluation of mix design of concrete, bituminous, mortar, and grout.
b. Provide concrete and bituminous pavement performance analysis and design.
c. Provide engineering consultation for geotechnical and environmental aspects of projects.
d. Consult with GLWA engineering staff and/or other GLWA consultants as requested.
e. Assist GLWA staff and attend meetings with GLWA representatives to resolve design or construction issues with other designers, contractors, utilities, private owners, or government agencies.
f. Prepare responses to others as requested by GLWA to resolve technical issues related to soil and groundwater and their impact on existing structures as well as proposed facilities.
g. Evaluate proposed GLWA or consultant generated design calculations for accuracy relative to constructability issues related to soil conditions and potential impacts on adjacent structures.
h. Develop task-specific exploration plans; develop or evaluate designs for temporary or evaluate designs for temporary or permanent installations and groundwater dewatering systems; and provide analysis and recommendations regarding foundations, excavation stability, settlement, ground water control, slope stability, lateral earth pressure and construction requirements.
i. Provide other engineering or any other services as requested by GLWA.

3. Construction Inspection Services

The consultant shall provide construction inspection services by administering and monitoring the activities of construction contractors. The list of typical construction inspection services that will be provided by the consultant include, but is not limited to, the following:

a. Provide qualified construction inspectors to support GLWA engineering staff in monitoring and documenting the performance, progress and quality of work performed by construction contractors on GLWA projects.
b. Maintain communications with GLWA and construction contractor during construction.
c. Track and maintain construction project documentation and assist GLWA in drafting responses to the construction contractor.
d. Review the construction contractor's applications for payment and recommend payment amounts for such applications to GLWA.
e. Review administrative submittals and draft responses to the construction contractor for GLWA's review and action.

f. Participate in construction progress meetings and other special meetings between GLWA and the construction contractor, GLWA operations and maintenance staff, other engineers, utility representatives, and governmental agencies as required to facilitate execution of the construction projects.

4.0 Contract Deliverables

Job order task assignments will include specific deliverables as identified in the assignment. Engineering, inspection, sampling, testing, and analyzing methods shall meet the standard of care of the engineering profession, and as a minimum follow current applicable industry standards, federal, state and local building codes, and federal, state and local safety regulations.

1. The primary deliverables will be defined in the job order task assignment.

2. In addition to the specific primary deliverables defined in the tasks, the vendor shall prepare and submit the following deliverables:
    a. Project and Job Order Task Kickoff Meeting agenda and summary.
    b. Meeting agenda, summaries and sign-in sheets.
    c. Project Work Plan, Work Breakdown Structure, Schedule, Costs and Deliverables.
    d. Shutdown plans customized for each individual temporary shutdown, if required.
    e. Design documents, including 50%, 90% and 100% submittals, if required.
    f. Permit applications and executed permits, if required.
    g. Comment resolution letters that provide the vendor's responses to all review comments on all draft deliverables from GLWA, MDEQ and authorities having jurisdiction, as applicable.
    h. Correspondence and all required documentation that is standard and customary to fully execute the work.
    i. Daily reports, including construction photographs, detailed notes documenting construction progress and quality of work, as applicable.
    j. Project construction record documents, including but not necessarily limited to the final as-constructed drawings, approved shop drawings, equipment manuals, training manuals, and all other documents specified in the task order, if required.
    k. System O&M manual and standard operating procedures including preventative maintenance procedures, if applicable.
    l. Completed Asset Management tags, forms, datasheets, and associated electronic and hard copy files to document all equipment installed under this work, as applicable.
    m. Other submittals as required to satisfactorily perform the scope of services.

3. All deliverables shall be submitted in draft and final forms. The vendor shall address and incorporate GLWA's comments into the final deliverables. The vendor shall prepare and submit a comment resolution letter with each final deliverable that clearly shows GLWA how each of its comments have been addressed in the final deliverable.

4. All vendor-prepared deliverables (draft and final versions) shall meet the following requirements:

    a. Deliverables shall be submitted in hard copy and electronic formats.
    b. Electronic copies shall be provided via email (up to 20 MB total file size), USB stick (up to 128 GB total file size), solid state hard drive (up to 1 TB total file size), or commonly available USB 3.0 hard drive (greater than 1 TB total file size). A maximum of four (4) hard drives will be required for this project with re-use of draft drives in lieu of final drives at the vendor's discretion.
    c. Five (5) hard and electronic copies of draft documents shall be submitted.
    d. Ten (10) hard and electronic copies of each final submittal shall be submitted.

e. Electronic copies shall consist of an Adobe Acrobat portable document file (PDF) file (the entire deliverable in one PDF), and shall also include the native files (e.g., Microsoft Word, Microsoft Excel, AutoCAD, project scheduling files, etc.).
f. All relevant electronic document deliverables shall be in the Microsoft Office platform (Word, Excel, PowerPoint, Project, and Access).
g. All computer-aided-design (CAD) work shall be performed using AutoCAD® by Autodesk, Inc. Work in other drafting systems with export to AutoCAD will NOT be accepted.
h. All horizontal data (x-, y- coordinates) shall be delivered using the Michigan State Plane, international feet, and coordinate system with a cross reference to the Detroit City Datum coordinate system.
i. All vertical data (z coordinates) shall be delivered using the NAVD 1988 vertical datum with a cross reference to Detroit City Datum system (NAVD88 = Detroit City Datum + 479.25 feet +/-). Vendor shall establish site-specific conversion for each site where work relies on the establishment of elevations.
j. Calculations shall be submitted in hard copy and electronic formats.
k. All files necessary to run any model or other calculations shall be provided in their electronic, native file format. All input and output files shall be provided. The model or other software used shall be provided in a runtime version where available. Public domain software used shall be provided electronically. Commercial software used with no runtime versions available will be identified along with cost, version and vendor contact information. All software input and output data will be summarized and provided in hardcopy, PDF and native file formats.
l. Any computer code developed under this work shall be made available for GLWA use without cost or restriction. Vendor may disclaim responsibility for use of the code outside of the job order task.
m. All hard copy deliverables, except final contract documents, shall be 3-ring bound. Hard copy final contract documents shall be tape bound.

5.0 Project Schedule

Job order task assignments will include specific tasks and milestone dates for each major phase and deliverable.

Section III Format, Evaluation Criteria and Cost Proposal

1.0 Format

1.1 Vendors shall use complete sets of RFP documents in preparing responses; GLWA shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP documents.

1.2 Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and will be considered in the evaluation of the responses to this RFP. Since all or a portion of the successful responses may be incorporated into an ensuing contract, vendors are cautioned not to make any claim or statement that cannot subsequently be included in a legally binding agreement.

1.3 Responses to this RFP are to be submitted in the following format below.

1.3.1 Administrative Information (appendix A-E)
1.3.2 Evaluation Criteria (appendix F-H)
1.3.3 Cost Proposal (appendix I, submitted in a separate file)

2.0 Evaluation Criteria (scored items)

Each response will be evaluated on its responsiveness to the criteria identified below:

2.1 Technical Work Plan

2.1.1 Understanding of Project - Provide a concept narrative clearly explaining the scope of the offering and describing the proposed systems, equipment and facilities.
2.1.2 Proposed Work Plan – Provide a work plan that addresses how the scope of work will be completed. The work plan shall address the vendor's approach to all tasks in the scope of Work and shall be written to differentiate it from other responses. Include critical evaluations and decisions that must be made to efficiently complete all elements of the Work. The work plan shall explain how the Work will be carried out, by whom, and with what participation required by GLWA. Submit a sample project schedule using a project scheduler application.
2.1.3 Field Investigation – Indicate the proposed plan for investigation of actual as-found field conditions.
2.1.4 Assumptions - Identify all material assumptions made in developing the response to this RFP. Indicate the basis of proposed item quantities and project calendar durations.
2.1.5 Provide a plan for claim avoidance and non-adversarial resolution of change issues with GLWA.
2.1.6 GLWA's Role - Clearly identify the proposed role of GLWA in the project and to what extent will GLWA be encouraged to participate and/or required.

2.2 Experience and Qualifications

2.2.1 Overview of Firm(s) - Provide a brief history for each firm performing key roles on the project. The history must identify when the firm was established, its type of business, relationships with parent, subsidiary and associated companies, major office locations and customer base. Provide partnership or joint venture agreements or corporation documents identifying the owner(s) of the firm and fully describing the firms' relationships.
2.2.2 Experience and Qualifications *(see appendix F)*, list projects as referenced in the minimum requirements as stated in this RFP.
2.2.3 Organization *(provide organization chart)* - Describe and furnish an organizational chart for the proposed project team indicating the proposed contractual relationship(s) between the firm(s), if any, and the name and

employer of each key individual proposed for this project. Identify all Work which is planned to be subcontracted. Identify everyone on the team (by discipline), and the nominated designer of record.

2.3 Project Team and Key Individuals

2.3.1 Project Team *(see appendix G)* - summarize the roles and pertinent experience of each key individual and indicate the percentage of time planned for them to be dedicated to this project.

2.3.2 Staff experience *(see appendix H)*, identify by name and title the individuals the vendor considers to be key to the successful completion of this project.

2.3.3 Key Individuals - **Provide staff resume for each individual assigned to this project.**

3.0 Cost Proposal (non-scored items)

3.1 The cost component will not be scored, however, may be considered in the final recommendation for award (Complete appendix H).

3.2 The vendor's cost proposal shall include payment for completed Work and shall be compensation in full for, all services, obligations, responsibilities, labor, materials, devices, equipment, royalties and license fees, supervision, temporary facilities, construction equipment, bonds, insurance, taxes, mobilization and close-out, overhead and profit and all connections, appurtenances and any other incidental items of any kind or nature, as are necessary to complete the Work, in a neat, workmanlike and satisfactory manner in accordance with the RFP and as otherwise required to fulfill the objectives of the project.

3.3 The cost proposal is a fixed price contract. Services with a minimum charge also need to be noted as such.

Appendix A
Administrative Information

In the further description of this response, we submit information identified as follows:

RESPONDING UNDER THE NAME OF: _____
(FULL LEGAL NAME)

Company address: _____

Designated representative (full name): _____

Telephone number: _____ Email address: _____

Company owner/president: _____

Officer authorized to execute contracts: _____

Type of Company: ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation

Date of organization (or incorporation)_____State of Incorporation_____(IRS) EIN_____
Business License Number: _____ D&B D-U-N-S Number: _____

Title and name of Principles (President, Vice-Presidents, Secretary and Treasurer, if a corporation; partners if a partnership).

Minority Business Enterprise (MBE) ☐ Small Business Enterprise (SBE) ☐
Detroit Based Business (DBB) ☐

Is your organization's principal place of business maintained in the State of Michigan? Yes ☐ No ☐

If your organization maintains its principal place of business outside the State, attach a copy of the Certificate of Authority which your organization procured in accordance with MCL 450.2011.

Addendum(s) acknowledgement (list each posted addendum number): No addendum(s) posted ☐

_____ _____ _____
_____ _____ _____

List of Subcontractors for this solicitation:

_____ _____ _____
_____ _____ _____

THE PERSON SIGNING MUST HAVE AUTHORITY TO COMMIT THE FIRM TO THIS RESPONSE.

BY SIGNING BELOW, THE VENDOR ATTESTS THAT THEY HAVE READ AND FULLY COMPREHEND THE GREAT LAKES WATER AUTHORITY PROCUREMENT POLICY PRIOR TO SUBMITTING A RESPONSE TO THIS SOLICITATION AND THAT THEIR RESPONSE SHALL REMAIN VALID FOR A PERIOD OF SIX (6) MONTHS AFTER THE DUE DATE.

Authorized Signature: _____ Date: _____

Appendix A
Administrative Information

I. Minimum Qualifications

A. What is the general character of the work performed by your organization?

How many years' experience in work similar in character and scope to the Work under this solicitation has your organization had?

_____ as a Vendor _____ as a Sub-Contractor

B. Within the last five (5) years, has your organization failed to complete a contract or subcontract awarded to it? If so, attach a list for each contract or subcontract, state when, where and why. ☐ Yes ☐ No

C. Within the last five (5) years, has any officer or partner of your organization been an officer or partner of another organization that failed to complete a contract or subcontract? If so, for each contract or subcontract, state the name of each officer or partner and the name of the organization and owner(s), and the reasons why the contract or subcontract was not completed. ☐ Yes ☐ No

II. Legal Disclosures/Conflict of Interest

A. Are the any judgements, suits or claims pending against your company? For any past or present contracts, state whether any such contract has been terminated for default or convenience, the circumstances surrounding the termination, and the name, email address and telephone number of your client. Describe any legal proceeding, lawsuit, or claim that has been filed within the past 5 years by or against vendor or any of the vendor's past or present employees, including the nature and reason for the legal action, the result of the legal action including any binding arbitration or alternative dispute resolution process, and a description of each circumstance where the vendor paid a part or all of a claim or change order brought by a client or third party. ☐ Yes ☐ No

B. Has your firm operated under any other name(s)? If so, attach a list. ☐ Yes ☐ No

C. Has your firm or any partner or officers ever been involved in any bankruptcy action? If so, attach an explanation. ☐ Yes ☐ No

D. Has your firm ever been listed on the Debarment Excluded Parties List System? If so, attach an explanation. ☐ Yes ☐ No

E. Are any of your firm's owners, officers, employees, or agents also employees of GLWA or related to any employees of GLWA or have any conflicts of interest? If so attach an explanation. ☐ Yes ☐ No

Note: For any box checked yes, the vendor must attach a written explanation for each item immediately following appendix A.

Appendix B
References

III. References - Provide at least three (3) client references for the vendor's firm. Preferably, these references should include municipal agencies similar to GLWA and include recent projects of similar scope, size, and complexity as requested in this solicitation.

IV. References - Provide at least three (3) different client references for the proposed project manager. Preferably, these references should include municipal agencies similar to GLWA and include recent projects of similar scope, size, and complexity as requested in this RFP.

REFERENCES

Owner:_____
Project/Contract Name:_____
Email Address: _____
Location of Project:_____
Contract Price:_____
Project Started:_____ Completed:_____
Owner's Representative (Name and Telephone):_____
Vendor's Representative (Name and Telephone):_____
Scope of Project:_____

Owner:_____
Project/Contract Name:_____
Email Address: _____
Location of Project:_____
Contract Price:_____
Project Started:_____ Completed:_____
Owner's Representative (Name and Telephone):_____
Vendors's Representative (Name and Telephone):_____
Scope of Project:_____

Owner:_____
Project/Contract Name:_____
Email Address: _____
Location of Project:_____
Contract Price:_____
Project Started:_____ Completed:_____
Owner's Representative (Name and Telephone):_____
Vendor's Representative (Name and Telephone):_____
Scope of Project:_____

Appendix C
Covenant of Equal Opportunity

I, being a duly authorized representative of the _____, ("Vendor"), do hereby enter into a Covenant of Equal Opportunity ("Covenant") with the Great Lakes Water Authority, ("GLWA"), effective upon the execution of a written contract between Vendor and GLWA resulting from the above referenced procurement, obligating the Vendor and all sub-vendors on this contract to not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility on behalf of the Vendor to ensure that all potential sub-vendors on this contract are reported to the GLWA Procurement Department and that each such sub-vendor has executed its own Covenant of Equal Opportunity prior to working on this contract.

Furthermore, I understand that this Covenant is valid for the life of the contract and that a breach of this Covenant shall be deemed a material breach of the contract.

Vendor Name: _____

Vendor Address: _____

Vendor Phone No: _____

Vendor Email: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date: _____

STATE OF MICHIGAN)
)SS
COUNTY OF_____)

The foregoing Covenant was acknowledged before me by _____ to me known to be the person who signed this Covenant and who, being by me first duly sworn, states that s/he has been authorized by the Vendor named in this Covenant to execute this Covenant on behalf of the Vendor.

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____

Notary Public
County of _____
State of _____

My Commission Expires: _____/_____/_____

Appendix D
Non-Collusion Affidavit

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract/purchase order awarded pursuant to this bid.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids, are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure him/herself that each statement is true and accurate, making diligent inquiry as necessary of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to submit the affidavit with the response to this RFP in compliance with these instructions may result in disqualification of the bid.

NONCOLLUSION AFFIDAVIT

State of _____ Contract No: GLWA-_____

)SS

County of _____

I state that I am the (Title) _____ of (Name of Firm) _____ and that I am authorized to make this affidavit on behalf of my firm, its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid. I have personal knowledge of the matters set forth in this affidavit and I am competent to testify about them.

I state that (Name of Firm)_____ understands and acknowledges that the below representations are material and important, and will be relied on by GLWA in awarding the contract/purchase order for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from GLWA of the true facts relating to the submission of this bid.

Appendix D
Non-Collusion Affidavit

NONCOLLUSION AFFIDAVIT

I further state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other vendor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

5. (Name of Firm) _____ its affiliates, subsidiaries, officers, directors, partners, members and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows: _____ _____.

Affiant Signature:_____ Print Name:_____
Title:_____ Date:_____

STATE OF MICHIGAN)
)SS
COUNTY OF_____)

The foregoing affidavit was acknowledged before me by _____ to me known to be the person who signed this affidavit and who, being by me first duly sworn, states that s/he has been authorized by the Firm named in this affidavit to execute this affidavit on behalf of the Firm.

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____
Notary Public
County of _____
State of _____

My Commission Expires: _____/_____/___

Appendix E
Terms and Conditions / Exceptions Checklist

It is expected that all vendors will execute the form of contract attached to this RFP. However, should a vendor wish to take exception to a particular term or condition of the contract ("Exception(s)"), the vendor must state with particularity any such Exception and fully explain on the form below the reason for the Exception including, if applicable, providing alternative language in replacement thereof. If the vendor proposes new or additional contract terms and conditions beyond those set forth in the contract attached to this RFP, such terms and conditions must be stated with particularity on the form below and GLWA in its sole discretion may accept or reject, in full or in part, such terms and conditions. New or additional contract terms and conditions are considered an Exception as provided for in this Appendix E.

GLWA reserves the right, in its sole discretion, to disqualify any vendor and reject any response to this RFP which contains any Exceptions to the contract terms and conditions when it deems it is in its best interests to do so.

No Exceptions set forth below will modify, supersede or replace any of the terms and conditions of this RFP unless and until incorporated into a written contract between the parties resulting from this RFP.

- ☐ Vendor has NO EXCEPTIONS
- ☐ Vendor has the Exceptions noted below

Vendor Firm Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date: _____

#	Title	Explanation of Exception

Appendix F
Experience and Qualifications

(Complete 1 form for each project referenced.)

PROJECT NAME:			
CLIENT NAME (PROJECT OWNER):			
CONTACT PERSON:		TELEPHONE NUMBER:	
FAX NO.		EMAIL:	
DESCRIPTION:			
FOR THE PROJECT CITED, INDICATE WHETHER YOUR FIRM WAS THE PRIME CONSULTANT OR A SUBCONSULTANT:			
START WORK DATE:			
ORIGINAL PROJECT BUDGET:		(%) PERCENTAGE OF ORIGINAL PROJECT BUDGET:	
FINAL PROJECT BUDGET:		(%) PERCENTAGE OF FINAL PROJECT BUDGET:	
ORIGINAL COMPLETION DATE:		FINAL COMPLETION DATE:	
IF PROJECT BUDGET OR TIME WAS INCREASED, PLEASE EXPLAIN:			

Appendix G
Staffing Plan

Part 1 Summary of contractor's current involvement with other GLWA and non-GLWA projects:					
	Contract NO.	**Client Name**	**Involvement Time**	**Contract Title**	**Type of Involvement**
Involvement Time in this Project					
Other Projects (GLWA and Non-GLWA projects)					

Part 2
Explain how the commitments listed under part 1 will impact contract performance on this project:

Part 3
Explain how the project manager's allocated percentage of time to this contract will be utilized:

Appendix H
Staffing Experience

Staff Name	Public or Private Sector	Role and Tenure	Project Title (List only the projects identified in Appendix F.)				
			1.	2.	3.	4.	5.
			Experience in years				

Appendix I
Cost Proposal

Task 1 – Project Management **Contractor Name:**				
Direct Labor			Est. Hrs	Cost
1	Labor Hours			$
Indirect Cost - Overhead			%	$
Other Direct Cost				
		Equipment		$
		Travel		$
		Other (List as needed)		$
		Subtotal		$
Subconsultant/Subcontractors				
1				$
2				$
		Subtotal		$
Contract Mark-up for Services				
Direct Labor			%	$
Indirect Labor			%	$
Subconsultant/Subcontractor Services			%	$
		Subtotal for Contract Mark-Up for Services		$
		Total Cost For Task 1		$

Task 2 – Design **Contractor Name:**				
Direct Labor			Est. Hrs	Cost
1	Labor Hours			$
Indirect Cost - Overhead			%	$
Other Direct Cost				
		Equipment		$
		Travel		$
		Other (List as needed)		$
		Subtotal		$
Subconsultant/Subcontractors				
1				$
2				$
		Subtotal		$
Contract Mark-up for Services				
Direct Labor			%	$
Indirect Labor			%	$
Subconsultant/Subcontractor Services			%	$
		Subtotal for Contract Mark-Up for Services		$
		Total Cost For Task 2		$

Task 3 – Construction **Contractor Name:**				
Direct Labor			Est. Hrs	Cost
1	Labor Hours			$
Indirect Cost - Overhead			%	$
Other Direct Cost				
		Equipment		$
		Travel		$
		Other (List as needed)		$
		Subtotal		$
Subconsultant/Subcontractors				
1				$
2				$
		Subtotal		$
Contract Mark-up for Services				
Direct Labor			%	$
Indirect Labor			%	$
Subconsultant/Subcontractor Services			%	$
		Subtotal for Contract Mark-Up for Services		$
		Total Cost For Task 3		$

Task 4 – System O&M Manual and Standard Operating Procedures **Contractor Name:**				
Direct Labor			Est. Hrs	Cost
1	Labor Hours			$
Indirect Cost - Overhead			%	$
Other Direct Cost				
		Equipment		$
		Travel		$
		Other (List as needed)		$
		Subtotal		$
Subconsultant/Subcontractors				
1				$
2				$
		Subtotal		$
Contract Mark-up for Services				
Direct Labor			%	$
Indirect Labor			%	$
Subconsultant/Subcontractor Services			%	$
		Subtotal for Contract Mark-Up for Services		$
		Total Cost For Task 4		$

Task 5 – Start-up, Commissioning, Training, and Turn-Over **Contractor Name:**				
Direct Labor			Est. Hrs	Cost
1	Labor Hours			$
Indirect Cost - Overhead			%	$
Other Direct Cost				
		Equipment		$
		Travel		$
		Other (List as needed)		$
		Subtotal		$
Subconsultant/Subcontractors				
1				$
2				$
		Subtotal		$
Contract Mark-up for Services				
Direct Labor			%	$
Indirect Labor			%	$
Subconsultant/Subcontractor Services			%	$
		Subtotal for Contract Mark-Up for Services		$
		Total Cost For Task 5		$

Task 6 – Inspection and Certification one (1) year after operation:				
Direct Labor			Est. Hrs	Cost
1	Labor Hours			$
Indirect Cost - Overhead			%	$
Other Direct Cost				
		Equipment		$
		Travel		$
		Other (List as needed)		$
		Subtotal		$
Subconsultant/Subcontractors				
1				$
2				$
		Subtotal		$
Contract Mark-up for Services				
Direct Labor			%	$
Indirect Labor			%	$
Subconsultant/Subcontractor Services			%	$
		Subtotal for Contract Mark-Up for Services		$
		Total Cost For Task 6		$

SUMMARY Contractor Name:		
1	Project Management	$
2	Design	$
3	Construction (Including Bonds, and Insurance)	$
4	System O&M Manual and Standard Operating Procedures	$
5	Start-up, Commissioning, Training and Turnover	$
6	Inspection and Certification 1 year after operation.	$
Total Cost For Task (print in words below and numbers to the right)		$