

# RFP-GLWA-CS-272

# **Capital Improvement Program Delivery**

The Great Lakes Water Authority (GLWA) is issuing this Request for Proposal (RFP) for qualified vendors to provide professional services (referred to herein as "Work") for Capital Improvement Program (CIP) Program Management services to assist GLWA in delivering the 2019-2023 CIP Plan.

Solicitation Date:	July 27, 2018
Issued By:	Sonya Collins
Pre-Proposal Meeting	Mandatory Date: Thursday, August 9, 2018 Time: 9:00 A.M. (Eastern Standard Time) Location: 10100 E Jefferson Ave, Suite 106, Detroit, MI 48214 Site Tour: Not Applicable
Questions/Inquiries:	All questions and inquires must be directed under the solicitation number and title, open opportunities messages tab, Opportunity Q&A at <u>https://glwater.bonfirehub.com/portal</u> by the following: Date: Monday, September 17, 2018 Time: Time: 12:00 noon (Eastern Standard Time)
Due Date:	Date: Friday, October 12, 2018 Time: 12:00 noon (Eastern Standard Time)

Note: Proposers are encouraged to bid or propose on other GLWA solicitations while this project is the procurement process. Updates will be noted in Bonfire.

## The sample contract will be issued in a forthcoming addendum.

#### Minimum qualifications:

- Have performed a minimum of three (3) projects primarily for capital program management services which are similar in scope of work to this solicitation for organizations with an annual CIP budget of greater than or equal to \$100 million; and
- Design and construction experience at water/wastewater treatment facilities with capacities greater than 100 Million Gallons per Day (MGD).
  - At least two (2) of the projects shall have included implementation and be for public water and/or wastewater utilities; and
  - At least one (1) of the projects shall have been completed within the last 10 years.



# **Additional Information:**

Contract Term: 4 years with option of 1-year renewal Start Work Date: TB					
Attachments					
Attachment 1	Attachment 1 Construction Work in Progress (CWIP) Quarterly Report (As of March 31, 2018				
Attachment 2	Attachment 2 May 9, 2018 Presentation to GLWA Board on Program Management				
Attachment 3 GLWA CIP Staff Resources					
Links FY2019-2023 GLWA Capital Plan (Version 2.0, January 30, 2018)					
http://www.glwater.org/about-us/capital-improvement-planning-committee/					

Late Proposals will not be Accepted

#### **1.0.** General Information

- 1.1. Vendors interested in submitting a response to this solicitation are required to be registered with Bonfire at <u>http://www.glwater.bonfirehub.com/</u>. Only registered vendors can submit a response. Registration is FREE.
- 1.2. By responding to this solicitation, vendors are agreeing to comply with GLWA's Procurement Policy made available on the GLWA website, <u>www.glwater.org/procurement/policy-procedures/</u>.
- 1.3. All communications pertaining to this solicitation are to be directed only to the Procurement Professional designated in this solicitation.

#### 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 Bonfire 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.
- 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 reflected 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 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 solicitation.
- 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. Documents included with this solicitation are for the vendor's information and convenience only and do not relieve the successful vendor from its responsibility and obligation to complete contract deliverables as specified in this solicitation.
- 3.5. 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 requested information. Following receipt of evidence of the security clearance, additional information may be made available to vendors.

## 4.0. Additional Information (These conditions apply when applicable at GLWA discretion)

4.1. <u>Subcontractors</u> - 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.

- 4.2. <u>Wage Cost (Not Applicable)</u> The cost of each and all the Unit Price items shall be in full conformance with all applicable laws. Unless the project is State or Federally funded, it is not the intent of this contract to order work which would require the payment of workers as identified in the Davis Bacon act which covers construction workers employed on state financed or sponsored construction projects.
- 4.3. <u>Bid Security</u> (Not Applicable) Bid security shall be made payable without condition, to the "Great Lakes Water Authority Board of Directors " in the form of a certified check or cashier's check, a bank draft or a letter of credit drawn upon a solvent bank insured by an agency of the Federal Government, or a bid bond. A letter of credit shall indicate that sufficient assets are available for payment. Bid bonds shall name the bidder as principal and be executed by a surety licensed to do business in the State of Michigan and that qualifies to write bonds of the character and amount provided under the RFP. Attorneys-in-Fact who sign bonds shall attach a certified copy of their power of attorney to sign bid bonds.

The bid security of the vendor awarded the contract will be retained until that vendor has done all the following: submitted qualification submittals and all other required information, executed the agreement and delivered evidence of insurance, and furnished the required performance bond and payment bond.

If that vendor fails to do so, within the corresponding specified deadlines, GLWA may annul the Notice of Intent to Award and/or the Notice of Award, and the bid security of that bidder will be forfeited to the GLWA as liquidated damages. If GLWA incurs any collection costs in the enforcement of the bid security requirement, that vendor and the vendor's surety, if any, agree jointly and severally to reimburse all the GLWA's costs of collection, including reasonable fees and charges of attorneys and others, court or hearing cost incurred with or without suit and interest.

If bid security is in the form of a certified or cashier's check, bank draft or letter of credit, the bid also shall include a certification by a surety stating that the vendor will furnish the performance bond and payment bond, if awarded the contract.

The bid security of all vendors will be retained by GLWA until the latter of the end of the period during which bids shall remain open, or seven (7) days after contract award.

# 5.0. Proposal Withdrawal and Modification

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.

## 6.0. Proposal Evaluation

- 6.1. 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.
- 6.2. 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.
- 6.3. 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.

#### 7.0. Contract Approval and Award

- 7.1. Prior to contract execution and award GLWA will provide the vendor with a contract for its review. 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.
- 7.2. 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.

#### 8.0. Post Award

- 8.1. Debriefings will be held at the request of any vendor after the award of the RFP, for receiving information concerning the evaluation.
- 8.2. GLWA's vendor performance evaluation program will be implemented under this contract, whereby performance of the vendor will be evaluated periodically at any time during this contract as determined by GLWA. The evaluation will be conducted during a meeting with the vendor, where 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**

# 1.0 Project Objective

This RFP is intended to solicit responses that result in the selection and engagement of a Program Management Consulting (PMC) team to assist the GLWA in ushering in new and "best-in-class" processes for Capital Improvement Program (CIP) execution. The definition of "best-in-class" will be more clearly defined through the development of Key Performance Indicators (KPIs) under the program, against which the performance of the program delivery and PMC will be measured. At a minimum, it is expected that KPIs will be developed and tracked for the following categories:

- Increase in annual CIP throughput (% increase over previous year)
- Project Estimating Accuracy (planned vs. actual)
- Project Schedule Performance (planned vs. actual)
- Cash Flow Forecasting Accuracy (planned vs. actual)
- Professional Services Contract Change Management (scope definition/management)
- Construction Bid Competitiveness (number and diversity of bidders)
- Construction Contract Change Management (change orders)
- Disputes and Claims Management (claims categories and percentage of construction).

The overall goal of this project is to establish efficient enterprise-wide CIP business processes, provide standards/tools, and identify resource needs that will ultimately enable GLWA team members to manage a best-in-class CIP Program Management Office (PMO), independent of Vendor resources.

#### 2.0 Current CIP Delivery

Since its inception, GLWA has significantly re-tooled its organizational structure and reworked job requirements for many of the positions that are involved in the delivery of the CIP. Using its current business processes and staffing, GLWA has achieved the following, combined (Water and Wastewater) annual CIP cash flow results:

- **2016**: \$36,500,000
- **2017**: \$74,934,000
- **2018**: \$68,821,584 (as of 3/31/18; nine months into fiscal year)

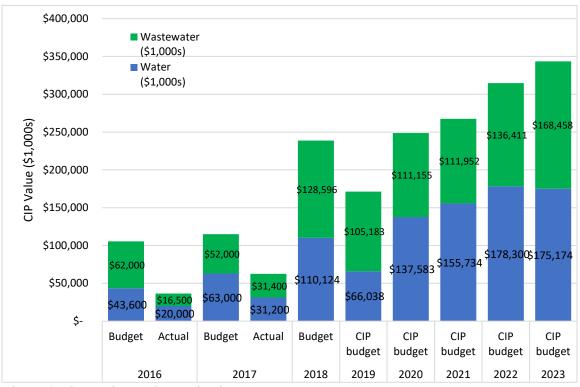
The current 5-year CIP projects a peak delivery of \$343,632,000 in the year fiscal year 2023. GLWA must either 1) quadruple their current delivery pace in order to prepare for this effort, or 2) modify the CIP plan to reflect a different delivery pace that could be achieved.

## 3.0 Future CIP Delivery

Two years after its formation, the Great Lakes Water Authority (GLWA) is making great strides toward realizing its vision of becoming a "Best in Class Utility" in many areas of its operations. In continuing its progress toward this goal, GLWA is turning its focus on CIP delivery. During these past two years, GLWA has retooled many of its procurement, planning, design and construction processes, along with positioning new talent within the organization. To support these GLWA resources in increasing the CIP volume/throughput, project quality and value to its customers, GLWA is soliciting the submission of Proposals from Vendors for CIP Program Management Services.

The work of this project will cover the projected CIP plan period from FY2019 through FY2023 as illustrated in Figure 1. GLWA's complete proposed CIP for 2019-2023 is valued at \$1.5 Billion and

can be downloaded at <u>http://www.glwater.org/wp-content/uploads/2016/01/GLWA-2019-2023-CIP-20180131-v2.0-1.pdf</u>.



#### Figure 1 – GLWA 5-Year CIP Projection

Information on the GLWA's systems, the utility stand-up, governance structure, projected financial performance, and current water and wastewater master plans are available online at <u>www.glwater.org.</u>

# 4.0 Form of Contract

Time is of the essence for this contract and GLWA wishes to align its CIP plan with its CIP delivery to achieve the goals of the organization and meet the needs of the member community partners. GLWA intends to structure the Vendor compensation on this project in a manner that places incentive for meeting certain performance objectives in a timely fashion. Such contract structure may include incentive payments for the achievement of mutually-agreed upon programmatic Key Performance Indicators (KPIs) to be established at the time of contract award.

## 5.0 Conflict of Interest

Successful Vendor and team members performing any of the work on this contract acknowledge that they will not be eligible to perform any portion of the design, construction administration, or resident engineering services for CIP Projects within the timeframe of this contract (2019-2023) unless by written authorization from the Chief Procurement Officer (CPO). If successful Vendor, or team member, is currently executing work for GLWA, Vendor shall include with their proposal a proposed plan for setting up administrative controls to avoid potential conflict of interest in managing/overseeing projects that they are currently working.

# **End of Project Background**

# 1.0 Integrated Program Management Model

The PMC team will work directly with GLWA staff as part of the PMO. To streamline and facilitate delivery of CIP projects, a dedicated Program Management Office (PMO) will be formed. At this point, it is anticipated that the PMO would be led by GLWA staff who will be assisted by the resources of a Program Management Consulting (PMC) team. The PMO will be overseen by an advisory committee comprised of several members of GLWA's Executive Leadership Team. Figure 2 illustrates GLWA's current thinking regarding the reporting structure and hierarchy of the PMO, steering committee, and Enterprise CIP resources. At pivotal points in time, the Chief Executive Officer, members of the Board of Directors, customers and customer Vendors will be briefed on the progress of the project and may provide input to the project.

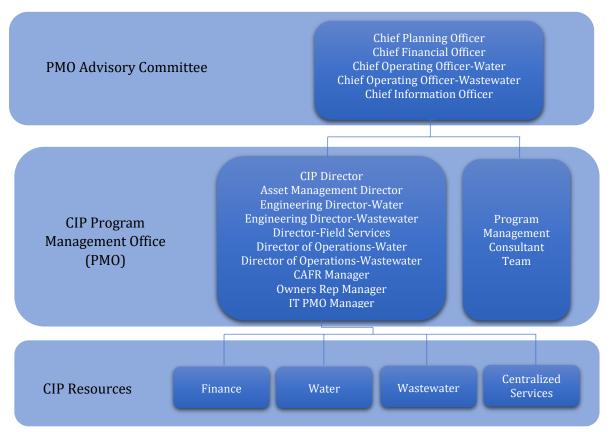


Figure 2 – Proposed PMO Structure

## 2.0 Scope of Services

Over the course of the last six months, GLWA has conducted a self-assessment of their CIP delivery processes. The following sections represent GLWA's current thinking regarding the minimum tasks that the Vendor should include in their approach to providing Program Management Services. The Vendor is encouraged to develop their own sequencing and suggest additional tasks as may be needed to successfully deliver the CIP.

As a result, GLWA has identified the need for PMO assistance in the following three areas:

- CIP Business Process/Organizational Improvements
- CIP Business Systems/IT Integration

• Engineering and Construction Assistance

#### 2.1 CIP Business Process / Organizational Improvement Tasks

These tasks will be facilitated by the PMO and will be developed for the GLWA enterprise in the execution of CIP projects. Each of the tasks' work products must be suitable for use by the various Groups within GLWA. Multi-Group coordination and consensus-building will be critical to the successful completion of these tasks.

## 2.1.1 Task 1 – CIP Business Process Improvements

Identify and map current CIP Business processes, from project planning through construction project close-out, including warranty period. Document baseline activities and their durations, against which improvement targets may be established. Recommend improvements and new "to-be" CIP business processes to reduce administrative handling time while providing proper levels of sign-off authority for checks and balances. Task efforts include the implementation of recommendations, including training of GLWA team members and Vendors on the new processes and tools.

Vendors should assume the following list of GLWA CIP work flow processes will need to be evaluated:

- 2.1.1.1 Planning Phase
  - Project Validation and Definition (budget development)
  - Asset Management Project Nomination and Scoring
  - Project Planning (funding, delivery methods, packaging)

#### 2.1.1.2 Design Phase

- Design Procurement (RFP development, advertising, evaluation, negotiation, contract execution)
- Design Contract Administration (Milestone definition, schedule tracking, invoicing, scope management, budget management)
- Design Delivery (Milestone definitions, deliverable reviews, QA/QC reviews, Constructability, Risk Management, Operations involvement)

#### 2.1.1.3 Bidding and Award Phase

- Bidding process (bid document approval/posting, Pre-bid meeting, addenda, bid schedule)
- Bid tabulation and review
- Contract Award

#### 2.1.1.4 Construction Phase

- Scheduling:
  - Baseline Critical Path Methodology (CPM) Schedule development
  - Monthly CPM Updates

- Activity sequencing for Maintenance of Plant Operations (MOPO)
- Contractor Pay Requests
  - o Schedule of Values Development
  - Monthly Pay Application Processing
  - Stored Materials Retainage
  - Certified Payroll Reporting
- Submittal Workflow (RFI, Shop Drawings, etc.)
- Non-Conformance Reporting (NCR)
- Change Order Authorization
- Claims and Dispute Resolution Process

## 2.1.1.4 Construction Phase

- Final Inspection and Owner Acceptance
- Closeout Paperwork Requirements (Asset Register, Spare parts, release of retainage, record drawings, O&M Manuals, Lien waivers, warranties)
- Warranty Period (1-Year inspection)

As part of this task, the Vendor shall also examine the current CIP project management delivery models employed within GLWA, 1) Lifecycle model (design through start-up), and 2) Hand-off model (different PM for design and Construction). An assessment that includes commercial risk exposure during construction and associated staffing levels/skills required to make each model successful will be examined and considered. Both models may ultimately be retained and used at GLWA, however, each would require its own set of project management guidelines be developed as part of Task 2.

## 2.1.2 Task 2 – CIP Delivery Standard Operating Procedure (SOP) Development

For the newly established business process improvements, develop the standards and procedures that will define roles, responsibilities, recommended timelines and guidance to be followed by GLWA team members in delivering CIP projects. Anticipated standards and guidelines may include various project delivery models (design/build, design/bid/build, construction management at-risk), bid forms, General Conditions, Division 1 specifications, project management, scheduling, cost-estimating, quality assurance, and value engineering standards.

In addition to Project Management Guidelines for the various delivery models in use, Vendor shall develop standard operating procedures (SOPs) to assist GLWA with the following:

- Procurement standards for CIP projects
- Quality Assurance and Quality Control (QA/QC) Program and monitoring process
- Budget and schedule control (Enterprise, department, and project levels)
- Progress reporting and tracking needs (Enterprise, department and project levels)
- Change order/contract modification and claims management Procedures

The complete list of expected CIP standards to be delivered under this project will be developed with the successful Vendor as part of the detailed scope discussions with GLWA.

## 2.1.3 Task 3 – CIP Delivery Resource Evaluation

While it is expected that improvements to business processes may provide some improvement in CIP delivery, GLWA CIP staffing resources, including the number of Full-Time Equivalents (FTEs), skill sets, and organizational alignment within GLWA's organizational structure, must also be evaluated for their role in CIP delivery.

The current GLWA CIP Resource Table included as Attachment 4 to this RFP is intended as a guide to the number and types of resources which are currently providing delivery of the CIP. Current GLWA team members who are engaged in the day-to-day delivery of CIP projects reside in multiple Groups within GLWA and have a widely varied background of experience and capabilities. GLWA is interested in assessing the current skillsets of these team members to identify potential areas for staff training and development.

The Vendor is expected to conduct workshops and interviews with GLWA team members as needed to effectively evaluate current GLWA team members in order to clearly define the interface between the Vendor's Program Management staff and GLWA staff. In coordination with GLWA team members, the Vendor shall develop, document, and implement a process that clearly identifies the roles and responsibilities of the GLWA Managers and Directors in the management and implementation of the CIP, including the structure of the Program Management Office. In addition, the Vendor shall utilize the assessment to suggest present and future resource needs and recommendations.

The number and types of current GLWA team members (FTEs) who are engaged in the dayto-day delivery of CIP projects shall be assessed and benchmarked against similarly sized utility CIP programs. Vendor shall consult, and reference, currently available benchmarking studies as published by AWWA, WEF, NACWA and other relevant water industry sources. Recommendations for appropriate staffing levels needed to sustainably deliver the future CIP shall be made.

The end-goal of this assessment is to develop a CIP Resource Development plan which identifies current strengths of GLWA CIP resources, adequacy of staff numbers, and recommended training programs to build upon the existing staff skillsets. The plan shall include an assessment of the current organizational structure of the collective GLWA CIP resources and suggest recommended changes to the structure as needed to enhance CIP delivery. Vendor is responsible for the identification of requisite knowledge, skills and abilities for all CIP-related positions within GLWA and suggesting modifications of job classifications, job descriptions and/or required demonstrated abilities.

The end goal of this task is to enhance the CIP delivery capabilities of current (and future) GLWA team members to the extent that they are able to fully manage and execute the CIP program without assistance or augmentation by the Program Management Consultant.

#### 2.2 CIP Business Systems/ Information Technology Integration

# 2.2.1 Task 4 - Project Management Information System (PMIS) Selection and Implementation

Based upon the results of Tasks 1 through 3, Vendor shall define the technical and functional business requirements for a Project Controls/Management Information

System (PMIS). Vendor shall describe their approach to procurement Program Management software. GLWA will rely upon the PMIS to monitor the CIP Program schedule and budget performance, including workflows to ensure compliance with newly established CIP procedures/timelines to be developed under Task 2.

# 2.2.1.1 Task 4A - Requirements Definition and Procurement Planning

The Vendor shall define the system requirements that will be used as the basis for RFP development and system procurement. As part of this effort, the Vendor is expected to conduct interviews and facilitate workshops as necessary to collect the project requirements for the PMIS. Vendor shall identify the anticipated number and types of workshops to be held as part of this effort and identify GLWA staff involvement and estimates of time for each. In addition, the Vendor shall summarize available PMIS systems and provide a recommendation as to the best way to procure the PMIS.

GLWA prefers to implement a solution that is not customized to facilitate ease in future software updates. As such, GLWA would prefer a solution that is widely utilized, tested and found to be effective. It is anticipated that software solutions identified will either drive specifics in the business processes or need to be responsive to the business process improvements identified in Task 1. GLWA views the software selection and business process improvement as interrelated tasks that may have an iterative element. Vendor shall consider the timing of their evaluation of software and the software solutions being considered together so as to ensure alignment of these important elements of effective the CIP delivery.

As part of the requirements definition for the PMIS, Vendor shall work with GLWA to identify CIP Key Performance Indicators (KPIs) that will need to be tracked and reported by the PMIS system. Vendor shall recommend monthly report formats for the Enterprise, Group, and project-levels.

# 2.2.1.2 Task 4B - System Selection

Vendor shall develop and recommend Selection Criteria to be used in the selection of the PMIS for GLWA. The evaluation criteria shall include a recommended "weighting" that will allow scoring to reflect both the ability to perform the required task and the importance of that task. Items to be included in the criteria include, but are not limited, to the following:

- Operational requirements as defined by GLWA stakeholders
- Interface requirements as defined by GLWA stakeholders
- Process support requirements as defined by GLWA stakeholders
- Gap analysis and customization capabilities
- Effort necessary to create processes and interfaces not available "out of the box"
- Total cost of ownership
- Time to deliver solution

• Vendor performance will be quantified, including implementation success and abandonment rates, customer satisfaction, and industry evaluation and product

Vendor shall prepare a detailed RFP for the procurement of the new PMIS that outlines the details expected from software Vendors including all product purchase and operating costs, implementation timetables, training models, and resource requirements. The RFP will include the system requirements as developed under Task 4B but shall require the submission of firm qualifications, personnel, experience, technical architecture of the proposed solution, implementation approach, and proposed software licensing model.

Vendor is expected to work with GLWA's Procurement team members as they manage the proposal and evaluation process. Vendor shall facilitate and lead software demonstration on the most suitable PMIS systems.

# 2.2.1.3 Task 4C – Contract Negotiations

Vendor shall assist GLWA team members in negotiating the terms of the contract for the PMIS, including the following technical elements of the contract:

- Specifications/deliverables
- Delivery schedule
- Definition of payment schedule
- Testing and acceptance criteria
- Service levels to meet (response times, batch billing window, etc.)
- Support and maintenance (hours of support, limits on annual fee increases, will enhancements be incorporated into future base releases, etc.)
- Documentation (Installation Guide, Operating Guide, Training Material, etc.)
- Source code/escrow of source
- Scope of license (right to keep more than one copy, use on backup/replacement CPU, etc.)
- Allow assignment of agreement to subsidiary or subcontractor
- Contract termination procedures
- Confidentiality clause
- Warranties and remedies (time to fix defects, location of warranty service, compatibility with operating systems, hardware and other system components)
- Performance bond and/or payment terms upon completion of agreed to milestones
- Dispute resolution processes (use of arbitrator, location)

## 2.2.1.4 Task 4D – Project Controls and Reporting Support

Vendor shall work with GLWA IT team members and specifically the GLWA IT PMO Manger to provide oversight during the implementation of the PMIS. Such implementation services shall be defined in detail in the PMIS Implementation Plan which shall include the following elements, at a minimum:

- Change Control Strategy
- Project Management Activities
- Software Acceptance Testing Plan
- Technical Management
- Organizational Change Management

Vendor shall provide an estimated Implementation Schedule and associated efforts to oversee the execution of all elements contained in the Implementation Plan.

# 2.2.2 Task 5 – Project Controls and Reporting Support

Provide staffing and reporting tools for CIP project delivery. The services and responsibilities listed below are intended to define the role of the Vendor for Program Controls and Reporting but may not include all the services required:

- Implement program control management information system (PCS). Monitor the CIP Program progress from both a schedule and cost standpoint on a monthly basis.
- Establish key performance indicators (KPIs) to monitor the performance of individual projects and the entire CIP.
- Implement an effective Quality Assurance and Quality Control (QA/QC) Program and monitoring process.
- Implement design and construction procedures that assist with budget and schedule control.
- Implement both program level and project level schedule monitoring/control and progress reporting procedures.
- Implement change order/contract modification and claims management procedures and assist GLWA in the implementation of these procedures on a project specific basis.

#### 2.3 CIP Engineering and Construction Assistance

#### 2.3.1 Task 6 - CIP Validation

Since its inception, GLWA has published a CIP on an annual basis. The most recent version of the CIP for the fiscal years 2019 - 2023 was adopted on June 20, 2018. As part of the validation, the Vendor is expected to review the drivers behind project schedules, proposed project packaging, planned delivery methods, project sequencing, project costs (engineering and construction), and current GLWA CIP resource levels. In collaboration with GLWA as part of the PMO, the Vendor shall develop and recommend a new 5-year CIP that balances the critical infrastructure needs and schedule drivers with available resources, including Vendor resources provided under this contract. The goals of the validated CIP are to more accurately align CIP planned cash flow to actual CIP cash flow which may involve both increases to CIP delivery as well as potential reductions in annual CIP plan. The goal is for GLWA to eventually deliver 80-percent (or more) of the annual CIP plan on time and within budgetary estimates.

As part of the CIP validation, Vendor shall review project scope definitions, procurement packaging and cost estimates (design and construction) for up to 100 projects (50 water and 50 wastewater). Following project validation, the Vendor will examine GLWA delivery capacity, recommend refinements to the CIP schedule, and recommend CIP delivery goals (KPIs).

## 2.3.2 Task 7 - Engineering and Construction Staff Augmentation

To increase delivery resources, GLWA will engage Vendor resources as an extension of their team. The Vendor will evaluate GLWA current staff resources and determine an appropriate level of effort to successfully meet CIP execution to the 80% on-time and within budget.

Vendor is being asked to provide the following scope of services, by phase, for the projects in the current FY2019-2023 CIP as identified in Attachment 2. It is expected that this element of the work will be more specifically developed with the successful Vendor as part of the detailed scope discussions with GLWA.

## 2.3.2.1 Task 7A - Project Administration for CIP Projects

The Vendor may be required to provide project management services and assistance for the planning and organization, design, and construction of CIP Projects, including:

- For projects not included in Task 6, CIP Validation, review existing planning level cost estimates for CIP projects and update project costs;
- Establish a budget and schedule for each project and assist GLWA Project Managers with the management and coordination of project (design and construction) schedules and budgets;
- Assist GLWA in the procurement, selection, and management of consultants providing a variety of services including design, survey, geotechnical evaluations, construction management and special technical services;
- Assist in setting up project filing system for each project consistent with established document management standards;
- Assist GLWA with the oversight of design consultants and construction contractors for CIP Projects.

#### 2.3.2.2 Task 7B – Planning Phase Assistance

Provide preliminary design reports to 20% design for specified CIP Projects. The reports shall describe existing facilities and site conditions, establish the preliminary basis of design, and outline the work to be accomplished by each discipline. The reports shall include preliminary design drawings and process flow diagrams as necessary to convey the intent of the design. These reports shall be developed at least 6-months in advance of the scheduled procurement for Professional Design Services.

## 2.3.2.3 Task 7C – Design Phase Assistance

- Participate in and prepare minutes for bi-weekly progress meetings.
- Assist in design option reviews and constructability reviews to ensure the schedules and project budgets are met.
- Assist in design reviews on submittals from design consultants and inhouse design group. Participate in technical reviews at initial kickoff, 30% design, 60% design, and 90% design.
- Review and verify cost estimates at 30%, 60% and 100% design completion.
- Provide quality control on detailed specifications for all general, civil, structural, mechanical, electrical, instrumentation and controls prepared by design engineer.
- Review and provide comments to GLWA Project Managers on technical memorandum and reports.
- Provide technical expertise in specialized engineering discipline areas (e.g. electrical, mechanical, structural) during design reviews.

- Provide technical consultation as needed by GLWA Project Managers and Engineers for overall benefit of project.
- Participate in value engineering workshops and provide engineering recommendations to reduce project costs.

## 2.3.2.4 Task 7D -Bidding and Award Phase Assistance

- Define pre-qualification procedures or minimum Contractor Qualifications for construction contractors.
- Assist the GLWA with the Advertisement for Bids.
- Assist the GLWA with the preparation, assembly and distribution of addenda as required.
- Attend pre-bid meeting and prepare meeting minutes.
- Assist in the verification of bid quantities and takeoffs and provide assistance in the technical review of bids.

# 2.3.2.5 Task 7E - Construction Phase Assistance

- Participate in and prepare minutes for regularly scheduled project meetings.
- Provide technical support services in the areas of proposed design changes, review of proposed complex construction methods, cost estimating, and review of submittals.
- Assist in the management of Resident Engineering Services to ensure contract compliance and mitigate change orders.
- Assist GLWA Construction Managers, Supervisors and Inspectors in determining substantial completion and prepare lists of incomplete or unsatisfactory items and a schedule for their completion.
- Assist with change order review/approval and claims analysis/resolution.
- Assist in the monitoring of cost loaded CPM.
- Assist in tracking shop drawing submittals.
- Provide technical consultation as needed by GLWA Project Managers (Construction Supervisors) for overall benefit of project.
- Provide Construction Managers or Inspectors for CIP Projects when GLWA staff is not available to fill the role.

## 2.3.2.6 Task 7F - Project Closeout Phase Assistance

- Assist the GLWA in the review of O&M Manuals prepared by Design Consultants for projects in the 2019-2023 CIP.
- Develop and/or update existing O&M Manuals on select projects as determined by GLWA.
- Review record drawings prepared by Design Consultants for projects in the 2019-2023 CIP.
- Validate accuracy of existing record drawings/as-builts on select projects as determined by GLWA.

- Assemble and compile information regarding the assets to be assumed by GLWA upon project completion, including the information required for the Asset Register, and Fixed Asset Register, in accordance with the requirements of GLWA's Asset Management systems.
- Assist GLWA with obtaining and assembling final project closeout documentation including final pay estimates and Owner's acceptance of work.

Vendor shall propose the necessary resources and hours to lead the project through completion, or the end of the Program Management contract, whichever occurs first.

A list of anticipated projects that will require assistance from the PMC for this contract, their current phase, and remaining expenditures during the duration of this contract are identified in Attachment 2, FU2019-2023 Capital Improvement Plan.

The makeup of GLWA's engineering-related CIP team is identified in Attachment 5, GLWA CIP Staff Resources.

## 2.3.3 Task 8 - Advanced Facilities Planning

To support the creation of more reliable project scopes and project cost estimates, GLWA can benefit from Advanced Facilities Planning (AFP) services on select CIP projects or programs. Such services will assist GLWA in advancing CIP projects from the preliminary planning stages to a sufficient level of planning which could include preliminary engineering to develop more accurate engineering scopes and construction cost estimates. The AFP efforts would include detailed engineering scope definition and project lifecycle cost estimating that could be used to update the Enterprise CIP and be used in the future procurement RFP for design services.

## 2.4 Project Administration and Reporting

#### 2.4.1 Project Administration

The Vendor shall be responsible for the overall quality of task work, including tasks performed by subconsultants. The Vendor shall provide coordination between the GLWA and any subconsultants selected to carry out project tasks. The Vendor is expected to have and maintain a strong and responsive local presence to assure effective subconsultant management and prompt response to GLWA needs, questions, and concerns.

The work associated with this task includes the following:

- Project Organization and Management
- Monthly Meetings and Status Reports
- Documentation and Data Management
- Onsite Program Manager
- Onsite Engineering Staff Augmentation

## 2.4.2 Project Organization and Management

The Vendor shall develop and maintain a detailed master project schedule for this Project in a CPM-type format identifying milestones, deliverables, and key coordination meetings. The master schedule shall be regularly updated and forwarded to the GLWA. A preliminary project schedule shall be submitted with the Vendor's technical proposal.

The Vendor shall prepare monthly master invoices for the project. The Vendor shall provide examples of invoicing format and spreadsheet to be utilized for review and approval by GLWA. The Vendor and all subconsultants are responsible for assuring and certifying that invoices are correct and meet GLWA invoicing standards for format and allowable costs. A narrative summary of the effort being billed must accompany Vendor and subconsultant invoices. A cumulative summary of durable goods purchased as Other Direct Costs (ODCs) for the project shall be maintained on an Excel spreadsheet developed in cooperation with GLWA staff. A hard copy of the current durable goods summary spreadsheet shall be included in each Project Invoice as an appendix. It shall identify the item, its cost, the Project Invoice number and Project Invoice page number where the item was billed, and its current status and location. The Vendor shall be responsible for identifying and addressing potential project budget, management and schedule issues. If GLWA action is required, the Vendor shall recommend a suggested course of action.

Vendors and subconsultants are expected to monitor their budgets closely. The Vendors shall be responsible for identifying and resolving all budget and invoicing issues as soon as possible, including subconsultant invoices affected by the issues, before inclusion of costs in the project master invoice. Vendor and subconsultant budget issues shall be described in detail and the Vendor shall recommend corrective actions before these issues affect invoicing. Reallocations of funds within contract and subcontract budgets, between contracts and subcontracts, and between task budgets, must receive prior written approval from the GLWA.

The Vendor shall be responsible for maintaining a complete project library and master files of all contract and subcontract actions and reports. The Vendor shall provide summary reports and analyses of contract, subcontract and budget issues upon request of the GLWA. A chronological report of contract and subcontract actions, including fund transfers within contracts, is to be submitted to the GLWA as part of contract closeout procedures. All lower tier subcontracts must be closed out prior to close out of the lead contract and higher tiered subcontracts. Interim contract action summaries are to be prepared at the GLWA's request.

## 2.4.3 Monthly Meetings and Status Reports

Progress meetings between the GLWA and the Vendor shall be held, at first on a weekly basis and may, as the project progresses to a steady state, be reduced to a monthly basis as determined by GLWA. The Vendor shall prepare monthly status reports to be submitted to the GLWA at least seven days prior to the meeting. For proposal purposes, the Vendor shall assume that the format will contain, but not be limited to, the following information, for both the Vendor and any subconsultants:

- Current scope of work completion status versus anticipated status,
- Updated CPM project schedule,

- Summary of budget status, including MBE/WBE utilization
- Project information and decision needs including the anticipated source, expected response time and any issues or problems that could delay the expected response,
- Completed tasks and accomplishments for the past month,
- Anticipated tasks and accomplishments for the coming month,
- Questions, comments, problematic issues and suggestions,
- Identification of out of scope task work, and
- Invoicing issues and proposals to address such issues.
- Deliverables List

The Vendor shall prepare agendas for the regular meetings to be submitted with the monthly status report. In addition, the Vendor shall prepare meeting minutes to be submitted to the GLWA for review within two working days following the meeting. Once they are reviewed and approved by the GLWA, the minutes shall be distributed to the project team.

# 2.4.4 Document and Data Management

The Vendor shall be responsible for all document and data management for the project. The Vendor shall develop and maintain a deliverables list that tracks all reports, technical memorandums, data, systems, and any other item, mechanism, or information developed for/by the project. The deliverables list shall at a minimum include a description of the deliverable, purpose of the deliverable, delivery format (e.g. PDF & hardcopy), source of the deliverable, mechanism of delivery (e.g. Final Report), and schedule of delivery. The deliverables list shall be submitted to the GLWA monthly with the status report.

Additionally, for proposal purposes, the Vendor shall assume that five hard copies of all deliverables indicated in 1 through 5 shall be submitted. Hard copies shall be submitted bound, with one copy remaining unbound.

Upon completion of work, all final reports and electronic data shall be submitted to the GLWA in a timely manner. The Vendor shall be responsible for ensuring that all subconsultants submit final reports and data. At the discretion of the GLWA, payments may be withheld until all documents and electronic files are received in an acceptable format.

## 2.4.5 On-site Program Manager

The Consultant shall have staff members located at the GLWA's Administration Offices located at 735 Randolph Street, Detroit, Michigan, and/or other GLWA-owned locations to be identified based upon need. This shall include the Project Manager and all key staff required to meet program needs. The onsite staff and staff levels shall correspond to the ongoing tasks and required effort. As part of their proposals, the Vendor shall propose onsite and offsite staffing needs based on the proposed scope of work. The Vendor shall be required to recommend updates to the proposed onsite and offsite staffing needs. Onsite staffing needs shall be evaluated regularly and shall be reported on in the Vendor's monthly status report. The GLWA shall at any time request changes to the onsite staffing levels and shall approve all onsite staffing changes requested/recommended by the Vendor.

For proposal purposes, the Vendor shall assume that they will be responsible for providing computer hardware and software needs for onsite staff. All hardware and software utilized onsite shall meet GLWA IT standards.

#### 2.4.6 Project Data Management

*Database Implementation*. The selected Vendor shall perform database implementation services ("Database Implementation Services"), which shall include data capture, access, and reporting related to all CIP projects, assets etc., for loading, records verification and ongoing maintenance of those records.

*Data Capture.* The Vendor shall capture mutually agreed upon data elements regarding each referred project and or asset to enable GLWA online research and reporting requirements. Data shall include, but is not limited to, project description, Asset address where applicable, Asset/property type, project dates, budgets, projections, financial dates performed, budgets broken down by funding type, actual expenses, etc., and all other data elements and attributes as defined by GLWA.

*Availability.* The Vendor shall make data available via an online portal twenty-four (24) hours per day, seven days per week, and 52 weeks per year, excluding any scheduled maintenance periods.

**End of Scope of Work** 

## 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 All required appendices as listed in Bonfire for this solicitation
  - 1.3.2 Responses to the scored evaluation shall not exceed 50 single-sided pages (excluding resumes)
  - 1.3.3 Font shall be no smaller than 11 point (including attachments)
  - 1.3.4 Cost proposal separately as a bid tab after scope has been finalized

#### 2.0 Evaluation Criteria and Scoring

This solicitation is a three-step process. Not all proposers are guaranteed to move on to the next step in the process. Moving on to the next step is based on a best score short-list selection. Each step will be evaluated as a new evaluation, i.e. points will not carry forward from one step to the next.

1	Initial Evaluation	100 Points
2	Oral Interview	100 Points
3	Finalized scope evaluation with cost negotiation	100 Points

2.1 Initial Evaluation - Each response will be evaluated on its responsiveness to the criteria identified below:

Evaluation Criteria	Weights
Appendix B Technical Work Plan	
a. CIP Business Process Approach	20%
b. CIP Business Systems (IT) Approach	20%
c. CIP Engineering & Construction Approach	20%
Appendix C Experience and Qualifications	10%
Appendix D Project Team and Key Individuals	30%

2.2 Oral interviews - Each short-listed vendor shall be required make a formal presentation during an oral interview. Only short-listed proposers will be offered the opportunity for oral interview. The vendors' score will be based on their performance during the oral interview including their presentation and question and answer period. The scoring will be based on the criteria identified below:

Oral Interview Evaluation Criteria	Weights
Presentation	10%
CIP Business Process Approach	20%
CIP Business Systems (IT) Approach	20%
CIP Engineering & Construction Approach	20%
Key Staff / Response to Questions	30%

2.3 Finalized Scope Evaluation and Cost Proposal – One or more top scoring vendors from the Oral Interview step will be invited to participate in a separate scoping workshop with GLWA. GLWA will then develop a specific scope of work and submit it to those invited to those moving forward from the Oral Interview step. Vendors are to develop an approach to the final scope of work and submit it along with their cost proposal in two separate envelopes. Vendors will be scored on their approach from this step based on their written submittal and possibly a second oral presentation. Scoring will be based collectively on the criteria identified below or at GLWA's discretion, a new set of criteria provided with the final work scope:

Finalized Scope Evaluation	Weights
Appendix B Technical Work Plan	
a. CIP Business Process Approach	20%
b. CIP Business Systems (IT) Approach	20%
c. CIP Engineering & Construction Approach	20%
Appendix C Experience and Qualifications	10%
Appendix D Project Team and Key Individuals	30%

2.3.1 Cost Proposal (non-scored items)

The cost component will not be scored, however, may be considered in the final recommendation for award.

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

# **End of Format and Evaluation Criteria**

#### **Appendix A - Administrative Information**

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

Vendors Full Legal Name	
Address	
Designated Representative	
Telephone Number	Email Address
Company Owner/President	

Officer authorized to execute contracts		
Date of organization or incorporation	State of Incorporation	
Business License Number	D&B D-U-N-S Number	
(IRS) EIN		

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

Minority Business Enterprise (MBE) Detroit Based Business (DBB)

Small Business Enterprise (SBE) □

Is Organization's principal place of business maintained in the State of Michigan? Yes  $\Box$  No  $\Box$ 

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 to this appendix.

Addendum(s) acknowledgement (list each posted addendum number): No addendum(s) posted  $\Box$ 

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.

GLWA and the vendor under consideration for award, by mutually written consent, may agree to extend the period during which proposals shall remain open (i.e., the proposal hold period). Any such consent shall be based on the following:

- 1. No increase in the vendor's proposal.
- 2. No increase in any contract times stated in days.

If the vendor under consideration for award fails or refuses to agree to any such extension, as conditioned here within, GLWA shall disqualify that vendor from further consideration for award of the contract. However, failure to agree to any such extension shall not constitute grounds for forfeiting the bid security of that bidder, if applicable.

Authorized Signature: \_\_\_\_\_Date: \_\_\_\_Date: \_\_\_\_\_Date: \_\_\_\_Date: \_\_\_Date: \_\_\_\_Date: \_\_\_\_D

# Appendix A - Administrative Information

## 1. General Information

	A.	Is the contractor licensed to do business in the state of Michigan?	$\Box$ Yes	□ No
	B.	Does the contractor have the capacity to acquire all required permits, bonds, escrows or insurances as required under this solicitation?	□ Yes	□ No
	C.	Does the contractor have the appropriate material, equipment and labor to perform job safely and efficiently?	□ Yes	□ No
2.	Le	gal Disclosures/Conflict of Interest		
	A.	Are the any judgements, suits or claims pending against your company?	□ Yes	□ No
		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.		
	B.	Has your firm operated under any other name(s)?	□ Yes	□ No
	C.	Has your firm or any partner or officers ever been involved in any bankruptcy action?	□ Yes	□ No
	D.	Has your firm ever been listed on the Debarment Excluded Parties List System?	□ 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. GLWA reserves the right to request additional information when determining the responsibility of a vendor before award.

## Appendix B – Technical Work Plan/Approach (Evaluation Criteria 60%)

GLWA is soliciting the experience and expertise of the Vendor community who has delivered Program Management services to similarly sized utilities on similar sized CIP programs. While the RFP has provided general guidance on GLWA's anticipated needs, the Vendor is expected to summarize their proposed approach to helping GLWA more accurately plan and deliver their overall CIP program while fulfilling its obligations to its member partners. GLWA has identified what it believes are the main elements needed to successfully deploy CIP Program Management with the Vendor. Understanding that alternative elements or approaches may be identified by the Vendor that GLWA has not yet considered, GLWA encourages the Vendor to describe such approaches and if they are substantive enough to warrant an additional Task, GLWA expects the Vendor to provide a description of such Task(s) distinctly from those identified herein.

- 1. Understanding of Project Provide an executive summary the concept narrative clearly explaining the scope of the offering.
- 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. Vendors shall provide a high-level overview of how they intend to accomplish the work as described in this RFP. The Vendor shall describe their approach toward delivering the Tasks in the order listed in this RFP.
  - 1A. *CIP Business Process/Organizational Improvements* To become a "best in class" utility, GLWA is currently undertaking multiple enterprise projects. Vendor shall describe how Program Management will be deployed at GLWA without detracting resources from other critical projects, including Asset Management, Wastewater Master Planning, and other large programs. Consultant shall describe their "Client Engagement Plan" to seek the necessary input from GLWA, at the appropriate levels within the organization, with consideration to the demands on GLWA staff time.

Revising the enterprise CIP business processes of a complex agency such as GLWA, is expected to require significant collaboration and consensus building. Vendor shall discuss their approach and tools to be used to gain "buy-in" across multiple departments within GLWA. Vendor should include a preliminary list of what the Vendor believes are the most important CIP business processes to be evaluated and modified to increase CIP throughput.

For GLWA CIP staff resource development, the Vendor shall describe their approach to assess, develop and deliver any necessary mentoring, training, and tools. Vendor shall develop a proposed transition plan and schedule that outlines the transition of Program Management Vendor responsibilities back and/or to GLWA responsibility as appropriate. The transition plan shall include the identification of any recommended training requirements for GLWA staff in areas such as: document control, project management,

project scheduling, cost estimating, technical writing, contract negotiations or other areas identified.

Given the potential impacts on GLWA CIP business processes and staffing resources, the Vendor shall describe their philosophy and approach toward change management as part of this task.

1B. *CIP Business Systems/IT Integration* - GLWA expects the Vendor to define business requirements for a PMIS for CIP workflow management and document/content management. Vendor shall discuss their approach for selecting and implementing a PMIS and discuss considerations surrounding its integration with existing GLWA business systems including BS&A, WAM, Asset Management database, CIP planning tools, and others.

Vendor shall provide a preliminary list of suggested Key Performance Indicators (KPIs) and anticipated annual improvements in those KPIs that can reasonable be delivered through the execution of the Program Management Contract over the next four years.

1C. *CIP Engineering and Construction Assistance* - Vendor shall discuss their approach toward CIP validation, including assessment of schedule drivers that could affect the current proposed project sequencing. Vendor shall provide approach for validating current planning levels work scopes and project cost estimates (design and construction).

For CIP projects that are in the early planning stages, Vendor shall present an approach for performing advanced facilities planning and developing detailed design scopes and project estimates that will improve accuracy of project CIP budgets.

Vendor shall discuss their thoughts regarding the need and extent of GLWA staff augmentation that may be required to deliver the planned CIP projects listed in this RFP. Responses should include an estimate of FTEs for both water and wastewater. In addition, Vendor shall suggest an appropriate reporting structure between GLWA and Vendor staff that aligns with GLWA authority and if any delegation of commercial authority/authorization is anticipated.

- 3. Project Schedule Vendor shall include a preliminary schedule showing the recommended tasks, sequence, and duration for the activities necessary to meet the CIP Program Management scope in a manner which is reasonable to GLWA staff's time and facilitates GLWA staff cooperation and buy-in. The schedule shall span the 4-year contract duration.
- 4. Level of Effort Provide an evaluation based on Attachment 4, GLWA CIP Resources and determine an appropriate level of effort to successfully deliver 80-percent of the annual CIP on-time and on-budget, and project target CIP delivery with integration of the resources of your proposed staff.

# 5. Estimated Hours by Task

	Task					
	GLWA reserves the right to request additional task and hour information to clarify the Vendor's project understanding.					
1	CIP Business Process Improvements					
2	CIP Delivery Standard Operating Procedures (SOPs) Development					
3	CIP Delivery Resource Evaluation					
4	PMIS Selection and Implementation					
5	Project Controls and Reporting Support					
6	CIP Validation					
7	Engineering and Construction Augmentation					
8	Advanced Facilities Planning					
	Total Hours					

- 6. Identify anticipated problem areas and proposed solutions.
- 7. 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.

## Appendix C – Experience and Qualifications (Evaluation Criteria 10%)

- 1.0 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.
- 2.0 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.
- 3.0 Describe the general character of the work performed by your organization.
- 4.0 Years' experience in work similar in character and scope to the Work under this solicitation has your organization had:

\_\_\_\_\_ as a Contractor \_\_\_\_\_ as a Sub-Contractor

- 5.0 Project Qualifications Provide a statement of the firm's qualifications. Provide at least three (3) projects of the most recent programs management efforts that included similar scope of work with a budget of greater than \$100 million per year and experience at water and wastewater facilities whose capacity exceeds 100 Million Gallons per Day (MGD). At least two (2) of the projects shall public water and/or wastewater utilities and that included implementation, and at least one (1) of the projects shall be within the last 10 years. The following information must be conveyed using the chart below:
  - Firms role in project, and list of major subconsultants
  - Start and end dates of project
  - Annual Contract fees and total contract budget
  - Annual CIP cash flow over the duration of the project, include breakdown between design and construction
  - Total number of CIP projects over the duration of the project, include breakdown between design and construction
  - Vendor's role in the project and scope, list elements that match tasks on this project
  - Peak Vendor team staffing levels on the project

	E	mail Address:		
project:				
<u>projecti</u>	End Date	:		
		% of Original I	Budget	
		% of Final Bud	lget	
		Final Complet	ion Date:	
icreased, pi	ovide and	explanation:		
	project:	project: End Date	End Date: % of Original I % of Final Buc	project: End Date: % of Original Budget % of Final Budget Final Completion Date:

## Appendix D – Project Team and Key Individuals (Evaluation Criteria 30%)

1.0 Project Team - 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 using the following chart below:

Part 1 Summary of contractor's current involvement with all projects:							
	Contract No.	Client	Involvement	Contract Title	Type of		
		Name	Time		Involvement		
Involvement time for this							
project							
Other Projects							
		1 1					

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

Part 3 Explain how the project manager or consultant representatives allocated percentage of time to this contract will be utilized.

- 2.0 Staff experience Identify by name and title the individuals the vendor considers to be key to the successful completion of this project. It is anticipated that some members the PMC team will be co-located with GLWA staff at locations to be designated by GLWA. Provide staffing information using the chart below:
  - <u>Program Manager</u>: GLWA expects this individual to be fully committed to the project and on-site. If this individual leaves the firm during the project, GLWA reserves the right to approve their replacement. As a minimum, the proposed Program Manager must meet the following qualifications
    - Served as lead Program Manager for at least two large CIP programs (>\$100M annual cash flow)
    - Registered Professional Engineer in Michigan
    - Design and construction experience at large (>100 MGD) water and/or wastewater facilities
    - o Demonstrated team building and change management experience
    - Excellent verbal and written communication skills
  - <u>Deputy Program Manager</u>: This individual will provide back-up to the Program Manager and shall lead the program during times when the Program Manager is otherwise unavailable. This individual shall also be dedicated full-time to the project and work on-site.

- Served as lead Program Manager for at least one large CIP programs (>\$50M annual cash flow)
- o Registered Professional Engineer in Michigan
- Design and construction experience at large (>50 MGD) water and/or wastewater facilities
- o Demonstrated team building and strong communication skills
- <u>Project Controls Manager</u>
  - Program controls management and oversight experience for large (>\$150M) CIP programs
  - List of PMIS Systems and proficiency
  - List of scheduling software programs
- <u>Project Cost Engineer</u>
  - Minimum of 15 years' experience estimating multidisciplinary civil engineering projects, including complex water/wastewater projects
  - Certified Cost Professional (CCP)
  - Experience in Total Cost Management (TCM) in the planning, execution and management of a large organizational program
- <u>Design Engineers</u>: Provide resumes for each of the following specialties. Minimum requirements for each specialty to include at least 20 years of relevant design experience and Registered Professional Engineers in Michigan.
  - Water Process SME
  - Wastewater Process SME
  - Site/Civil Design Lead
  - Structural Design Lead
  - o Electrical Design Lead
  - o Instrumentation and Controls Lead
- <u>Construction Managers</u>
  - Registered Professional Engineer in Michigan
  - Minimum of 15 years significant construction management and program management experience with large water and wastewater utility (>100 MGD) projects.
  - o Excellent communication and people-skills
  - Experience mentoring and supervising multiple construction inspectors
- <u>Commissioning Manager:</u>
  - Minimum of 20 years' experience on complex, large (>\$50M), multidisciplinary construction projects
  - In-depth knowledge of water/wastewater process projects, asset management and Maintenance of Plant Operations (MOPO) during construction.
  - Experience with integration of Instrumentation and Control, PLC programming, and Human Machine Interface (HMI) development

	Public	Role and			Project Title		
Staff Name	or	Tenure	(Project list should be relevant to project of similar size and				
	Private		complexity as referenced in this solicitation.)				
	Sector		1.	2.	3.	4.	5.
			Experience in years				

3.0 Key Staff Resumes - Provide staff resume for all individual assigned to this project (*Excluded from page count*).

GLWA has established a list and minimum qualifications for "Key Staff" to be included in the proposal in Appendix B. As a minimum, Vendor shall include brief resumes of key staff members proposed to work on the project. The information should be focused on experience on similar or relevant projects. The information for these projects shall include, at a minimum, the following:

- Project title and description
- Key staff member's role
- Client name
- Client contact information (address, phone, e-mail)
- Construction cost (at construction award and/or completion)
- Year completed (design and construction)

# Appendix E - Computer Industry Relationship Disclosure

List software and hardware relationships which occurred (directly or indirectly) over the past five years by any employee, agent, or representative of your firm. Describe the relationship as employee, agent, representative, joint venture, or Vendor.

Name of Firm	Relationship
1.	
2.	
3.	
4.	
5.	
6.	

#### **Appendix F - 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	)			
COUNTY OF	)SS )			
person who signed this	Covenant and who,	before me by being by me first duly sworn ite this Covenant on behalf o	n, states that s/he has b	
Subscribed and sworn to	o before me this	day of	, 20	
Notary Public County of State of				
My Commission Expires	s: /	1		

# **Appendix G - 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 \_\_\_\_\_\_ )SS

County of \_\_\_\_\_

Contract No: GLWA-\_\_\_\_\_

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 G - 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 Pub	lic		
County of		 	
State of		 	

My Commission Expires: \_\_\_\_/\_\_\_/\_\_\_

#### **Appendix H - 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 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.

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