



GUN LAKE TRIBE

DEVELOPMENT DEPARTMENT

## REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES INTEGRATED UTILITY SYSTEMS MASTER PLAN

DATE ISSUED: Friday, November 22, 2019

DATE DUE: Friday, January 24th, 2020, 4PM

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### I. Introduction

The Match-E-Be-Nash-She-Wish-Band of Pottawatomi Indians, also known as the Gun Lake Tribe (The Tribe), has lands to the north and south of 129<sup>th</sup> Avenue, Shelbyville, MI. The Gun Lake Casino, Tribal offices and commercial uses on Tribal lands are located along this corridor. The Tribe is in the process of designing infrastructure improvements to support current and future development.

### II. Project Description

The Tribe is seeking competitive proposals for the project described herein. The Tribe has developed this Request for Proposal (RFP) for the purpose of soliciting professional engineering services to create an Integrated Utility Systems Master Plan to identify infrastructure improvements to serve the Gun Lake Casino (Casino), the Government Campus and other existing and proposed Tribal development in an approximate 1,000 acre campus.

### III. Purpose of Request

The Utility Master Plan will be a complete, usable planning tool the Tribe can use to incrementally implement its infrastructure needs – including *water, fire protection, wastewater, stormwater, irrigation, electricity, gas, and telecommunications including broadband/fiber*, and any additional utility systems that would benefit from in-depth analysis.

The Utility Master Plan should:

- Integrate and build from studies and reports completed to date

- Determine the capability of existing utility systems to serve future needs;
- Determine efficient, environmentally sustainable, and cost-effective ways to meet expected needs;
- Determine the location, magnitude, cost, and timing of needed utility projects;
- Create a conceptual budget and timeframe needed for improvements to the utility infrastructure

Expected outcomes include documentation of the basic information needed to effectively manage existing utility systems and a proposed implementation plan for future utility projects. In addition to major projects that require capital investment, the implementation plan is expected to include immediately actionable, low-cost, and sustainable strategies that result in operational cost savings.

The first components to be completed will be the Fire Protection and Wastewater Systems (Phase I). Preliminary design work will be required for these systems. The selected contractor will be required to coordinate with the Casino’s fire suppression consultant [currently EXP] to coordinate fire protection consulting services as a sub-contractor administered by the contractor. Contact information for EXP will be provided by the Tribe.

#### IV. Project Deliverables

- Schedule and attend project meetings with Gun Lake Tribe Development Staff and Board
- Draft & Final Documents
  - Provide electronic copy of the final draft Infrastructure Master Plan for review. Include at least:
    - *Objectives and Scope*
    - *Existing Conditions*
    - *Future Needs*
    - *System Options Analysis and Recommendations.* Describe each issue to be addressed and include an analysis of one or more solutions. Each analysis should include:
      - Capital cost to implement and anticipated sources of funding
      - Life-cycle costs
      - Environmental health and safety
      - Resilience and reliability
      - Any other relevant topics (e.g. system longevity, system flexibility, system expansion capabilities and limitations, maintenance requirements vs. campus maintenance availability and knowledge, current and projected fuel costs, fuel availability/curtailment, cost and availability of replacement parts, etc.)
    - *Implementation Plan.* Table or matrix listing and prioritizing all proposed projects by funding source. Include:
      - Project name
      - Timeframe (short-, medium-, or long-term; include phasing information)
      - Estimated project cost
      - Description of each proposed project, including:
        - Project description/scope

- Narrative explaining rationale and campus impacts
  - Optional: conceptual design narrative
- *Impacts.* Describe how the proposed implementation plan leverages integrated planning and reuse. In comparison to a “do nothing” scenario, describe the impacts of the overall implementation plan on:
  - Initial capital costs
  - Life-cycle costs
  - Environmental health and safety
  - Resilience and reliability
  - Sustainability (including energy, carbon, and water savings)
  - Any other relevant topics (e.g. maintenance requirements, fuel availability/volatility)
- *Appendix*
  - Maps (GIS shape file and pdf version) of infrastructure sites
- Final Documents
  - Provide electronic copy of the final Infrastructure Master Plan
  - Maps (GIS shape file and pdf version) of infrastructure sites

## V. Proposal Content

Proposals not to exceed 25 pages. All proposals must include the following information:

### **PART 1 | COVER LETTER/EXECUTIVE SUMMARY**

In no more than three (3) pages, the Cover Letter and Executive Summary shall include:

1. The names of the key members of the consultant team.
2. Identification of subcontractors (if applicable).
3. The mailing address, telephone number, email and the name of the main point of contact for the consultant team.
4. A summary of the consultant’s utility master plan experience and qualifications and the significant advantages to selecting the consultant.

### **PART 2 | EXPERIENCE AND QUALIFICATIONS OF CONSULTANT/TEAM MEMBERS**

Provide detail relating to the experience and qualifications of the members of the team, including an organizational chart showing all key personnel who will be assigned to this project. Submit brief resumes demonstrating the training, experience, and other qualifications of the key personnel who will be assigned to this project.

Consultant should further document expertise by including the information regarding the following:

1. Experience of proposed consultant team working together as a team on similar scope and type of projects. List up to five (5) projects completed with similar scope. If staff completed a project of similar scope while at a different company, this must be clearly identified. The applicant company should link key personnel to listed projects. If a project is listed and key personnel are no longer with the firm, this should be noted.
2. Demonstration of understanding project characteristics

3. Adequate staff to perform the work
4. Knowledge of local conditions, where appropriate
5. Any other information that would assist the review team in understanding the consultant team's capacity to efficiently and effectively complete the project
6. Similar information must be provided for all sub-consultants.

### **PART 3 | UNDERSTANDING OF PROJECT SCOPE & DETAILED WORK PLAN**

Each respondent shall demonstrate its capacity to deliver comprehensive and professional engineering services. Respondent should outline methodology and logistics capable of meeting the goals outlined in the scope, as well as provide a proposed work plan for development and implementation as described in the scope of work. Respondents should draw from previous experience and demonstrated competence to articulate how their capabilities are distinct, comprehensive, and add value.

### **PART 4 | COMMITMENT TO PROJECT BUDGET**

Consultant shall provide a lump sum fixed fee for the project. The lump sum fixed fee shall include and clearly identify costs associated with sub-consultants. Each responding consultant shall include an acknowledgement that it can effectively complete this project within the budget indicated. Each respondent should clearly explain in this section the methods and process it will use to ensure the project is within budget and that the Tribe will be getting the best value within the budgeted amount. Information in this section shall include cost per task during the course of the project and an hourly fee schedule shall be submitted for each proposer and any sub-consultants.

### **PART 5 | DELIVERY SCHEDULE AND TIMELINE**

Discuss in this section the steps the consultant team proposes to use. Clearly outline the delivery schedule and timeline of each component of the project. Specific dates should be used assuming an award to this RFP. Consultant shall be prepared to begin work within two (2) weeks of the Notice to Proceed. Completion of this project in a timely fashion will be a factor in scoring this section. Indicate in the proposed scheduling the necessary involvement and various decision points required of the Tribe. A Gantt chart or schematic representation of the delivery timeline with pertinent milestones and events is required in this section. Phase I of the project will be to complete the Fire Suppression and Wastewater Sections. The Consultant must meet with Tribal Staff and, at a minimum, conduct meetings on the following occasions:

- A. Project Kick-off meeting
- B. Biweekly progress meetings
- C. Phase I - 50% submittal review with Staff
- D. Phase I - 90% submittal review with Staff
- E. Phase I - Draft presentation to Staff
- F. Phase I - Final Draft presentation to the Development Authority Board
- G. Phase II - 50% submittal review with Staff
- H. Phase II - 90% submittal review with Staff
- I. Phase II - Draft presentation to Staff
- J. Phase II - Final Draft presentation to the Development Authority Board
- K. Final Plan submittal presentation to Development Authority Board

Benchmarks:

RFP submission deadline 4pm	January 24, 2020
Select Contractor	Estimated February 21, 2020
Executed Agreement and Notice to Proceed	By March 6, 2020
Kickoff Meeting	By March 13, 2020
Phase I - Fire Suppression/Wastewater Final Plans submittal presentation to Development Authority Board	By October 30, 2020
Phase II - Master Plan Final Plan submittal presentation to Development Authority Board	By October 29, 2021

**PART 6 | REFERENCE REVIEW**

The review team will conduct a background reference review of each respondent. Please include the following information for three (3) projects that the proposed consultant team worked on together:

1. Name of the project/study
2. Location of the project
3. Name, title, and contact information for the client
4. Project budget
5. Date of completion of the project

**PART 7 | OTHER**

1. Identify and explain any resolved or ongoing legal proceeding, or pending legal proceeding, i.e. arbitration, complaint, or court action, filed against your company or any individual related to the work of your company for any project within the last five (5) years.
2. Copy of insurance to protect the Gun Lake Tribe from loss. The following minimum limits shall be met:
  - a. Professional Liability (Errors and Omissions) Coverage - One million dollars (\$1,000,000.00) each occurrence
  - b. Bodily Injury and Property Damage - One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate
  - c. Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on Gun Lake Tribe property) - One million dollars (\$1,000,000.00) combined single limit for each accident
  - d. Five million dollars (\$5,000,000.00) in excess coverage above the General Liability and Auto lines
  - e. Workers' Compensation Coverage – In accordance with State of Michigan requirements at the time of proposal
  - f. Products or Completed Operations – One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate.

The Contractor's insurance outlined in the contract will be primary and non-contributory.

Gun Lake Tribe will be named as Additional Insured on the contractor's General Liability and Auto Liability policies

The Contractor's workers compensation policy shall include a Waiver of Subrogation in favor of Gun Lake.

Any deductible or self-insured retention must be disclosed and any claim payments falling within the deductible shall be the responsibility of the Contractor. The Tribe requires that these aggregate limits be maintained by the Consultant as required.

The Contractor shall require all subcontractors to carry the same forms and minimum coverages. Evidence of these coverages must be provided to the Tribe prior to the contractor or subcontractor coming onto Tribal lands.

A sample certificate of insurance will be provided to the applicant. The applicant will be required to complete and submit a certificate of insurance along with the required endorsements upon award of the project and prior to commencement of services.

## VI. Proposal Standards

Applicants are required to submit a proposal clearly marked "Integrated Utility Master Plan". Each page of the proposal must clearly identify the name of the company submitting the proposal. Proposals will be accepted until January 24<sup>th</sup>, 2020 at 4 p.m. by e-mail to [Catherine.adsitt@glt-nsn.gov](mailto:Catherine.adsitt@glt-nsn.gov). Direct all questions to Catherine Adsitt no later than three (3) days prior to the required submittal date, unless waived by the Owner. Note: Tribal offices are closed December 23, 2019 – January 1, 2020

### **ADDENDA INTERPRETATIONS**

If it becomes necessary to revise any part of this RFP said addenda will be uploaded to the Tribe's website. The Tribe is not bound by any oral representations, clarifications, or changes made in the RFP by staff or others, unless such clarifications or change is provided in written addendum from the Tribe and uploaded on the Tribe's website.

## VII. Request for Documents

Applicants must sign a non-disclosure agreement (NDA) before the Tribe will share any documents and utility studies completed to date, including:

- Utility Review Report
- Water Tower and Wellfield Location Summary Report
- Source Water Protection Delineator Report for Wells PW-2 & PW-2
- Consumers Energy Proposal
- 900 Acre Master Plan

## VIII. Evaluation Process

Award of the contract resulting from this RFP will be based upon the most responsive and responsible company whose offer will be the most advantageous to the Tribe in terms of cost, functionality and

other factors. Proposals must include all components listed under Proposal Content. Incomplete proposals will be identified as such and will not be evaluated.

## IX. Documentation

Failure to provide sufficient information for the evaluation criteria will result in the loss of points or being deemed unresponsive. The Tribe reserve the right to verify the validity of all information provided.

## X. Terms of Contract

A non-disclosure agreement will be required for the selected applicant and any subcontractors. Such agreement must cover all principals, key staff and all support staff who may encounter documents, reports, graphics or other components related to this project. Applicants must request a copy of the required non-disclosure agreement from the Tribe.

A sample contract will be provided to applicants after submission of the non-disclosure agreement. The applicant will be required to sign this contract upon award of the project.

Proposals will be accepted from non-Indian as well as Indian-owned enterprises or organizations. The Gun Lake Tribe will provide preference to all qualified Indians and Indian-owned enterprises or organizations in accordance with applicable law.

Any bidder seeking Indian Preference in this award must provide evidence that it is not less than 51 percent Indian owned and controlled. If you are seeking Indian preference, please contact the Chairperson of the Indian Preference Committee, Amanda Sprague at (269) 397-1630 to receive a prequalification packet.

The Gun Lake Tribe reserves the right, in its own discretion, to accept or reject any and all responses, to waive any irregularity and/or informality in any response and to request and receive additional information from any Contractor when such acceptance, rejection, waiver or request is determined to be in the best interest of the Tribe.

The Gun Lake Tribe will enter into a contract with the Contractor that best preserves the sovereign immunity of the Tribe.

The Gun Lake Tribe reserves the right, despite the application of Indian Preference as noted above, to select the Contractor with the proposal that the Tribe believes, in its sole and absolute discretion, provides the greater benefit in light of the estimated cost.

The Gun Lake Tribe reserves the right to decline to select a Contractor for the project.

The contract will not create an employment relationship. The Contractor performing work under the contract will not be employees of the Tribe.

The retention and approval of any subcontractor shall not diminish or reduce Contractor's obligations and duties under the contract and shall not create any obligations on the part of the Tribe to the subcontractor.

Any documents resulting from the contract will be the property of the Tribe.