



2872 Mission Drive, Shelbyville, MI 49344 | {p} 269.397.1780 | glt-nsn.gov

**Request for Proposals
Gun Lake Tribe**

Phase 2 - Two Stage Drain Engineering Design

Located in Allegan County, MI

**Issued on: October 25, 2024
RFP Due Date: November 27, 2024**

Administered by: Gun Lake Tribe Environmental Department



PROJECT SUMMARY

This project will continue efforts to address nonpoint source (NPS) water quality impairments on Pierce Drain Extension. This watershed-based implementation project will address the main contaminants listed within the Gun Lake Tribe's NPS Assessment Report (Kieser 2019), NPS Management Program Plan (Kieser 2019) and Rabbit River Watershed Management Plan (Allegan Conservation District 2013) through streambank stabilization by the creation of a two-stage drain design and other BMP installments where feasible. The selected contractor will be responsible to survey (2,750 In. feet) and design engineering (4,000 In. feet) for the two-stage on Pierce Drain Extension (see Appendix). The responsible party will be responsible for survey and engineering design and any other aspects required to fulfill the Tribes SESC permitting and Federal/State/County permit needs. The selected party should also include in their proposal any wetland delineations that may need to be completed for needed permits. Additionally, the party should include within their proposal construction services including but not limited to: construction staking, inspections, contractor correspondence and administration, and the development of as-built drawings.

Section 1 – INTRODUCTION, INTENT AND PURPOSE OF RFP

1.1 Notice

Gun Lake Tribe (Tribe) is seeking bids for a survey and engineering design of a two-stage drain on 4,000 linear feet of Pierce Drain Extension. A survey has been completed for the section of the creek from the start of the project until the 131 crossing; the section of the drain west of 131 to the intersection of 13th Street will need to be surveyed as part of this project. The project includes survey, engineering design, compiling required data for SESC/Federal/State/County permits for the proposed project as well as construction services including but not limited to: construction staking, inspections, contractor correspondence and administration, and the development of as-built drawings. Bids shall be based on the total cost to fulfill these requirements. Bids will be accepted until November 27, 2024 at 5:00pm. Complete specifications and instructions are attached herewith. Bids shall be submitted identifying the bidder's name and project name in the email subject line. All prices submitted with the bid shall remain in effect for the 180-day period.

1.2 Purpose

The purpose of this document is to provide a cost bid for the completion of the required work.

Section 2 - REQUEST FOR PROPOSALS

2.1 Issuing Office and Inquiries

This Request for proposals (RFP) is issued by the Gun Lake Tribe Environmental Department. Any inquiries, clarifications, or interpretations regarding this RFP should be emailed to: Alex Wieten, Water Resources Specialist alex.wieten@glt-nsn.gov.

Responses to inquiries that pertain to the content of this RFP will be provided in writing to all recipients of the RFP through an addendum. All questions should be submitted by November 15, 2024. It is the responsibility of each contractor to inquire about any aspect of the RFP that is not fully understood or is believed to be susceptible to more than one interpretation.



2.2 Submission of Bids

Bids emailed:

Elizabeth Binoniemi, Environmental Director

Subject: Two-stage Drain Engineering Design RFP

elizabeth.binoniemi-smith@glt-nsn.gov or by mail by November 27, 2024, by 5:00pm

Gun Lake Tribe Environmental Department

Two-stage Drain Design RFP

2872 Mission Drive Shelbyville, MI 49344.

Contractors must submit one (1) complete copy of each bid. No responsibility shall be attached to the Tribe for the premature opening of any bid proposal not properly addressed or identified. In order to be considered for selection, bids must be received by the date, time and place previously outlined. The bidding process will be considered closed on November 27, 2024 at 5:00pm. Failure to meet this deadline will disqualify the bidder.

2.3 Addenda

No oral statements, explanations, or commitments by anyone shall be of any effect unless incorporated in writing into the addenda. It is the responsibility of the contractor to periodically check with the Tribe's representative before submitting a bid to obtain any addenda that have been issued.

2.4 Content of Bid

Contractors shall not be allowed to submit additional documentation once bids are opened. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the contractor to disqualification.

2.5 Bid Pricing

Bid prices shall be valid for 180 days from the date of the Bid Opening.

2.6 Exceptions to the RFP

Any exceptions to these specifications indicated must be clearly listed and explained, otherwise, it will be considered that the items offered are in strict compliance with these specifications and the successful bidder will be held responsible for meeting these specifications.

2.7 Bid Withdrawal

If the contractor desires to withdraw their bid, a request must be submitted before the bid opening, in writing to explain the purpose for withdrawal.

2.8 Bids Property of the Gun Lake Tribe

All bids submitted in response to this RFP become the property of the Tribe once they are opened. All submitted proposals and supporting material are a matter of public record.

2.9 Rejection of Bid



The Tribe reserves the right to reject any or all bids, with or without cause, and to waive informalities when such rejection is in the best interest of the Tribe. The Tribe also reserves the right to reject the bid of a contractor who has previously failed to perform properly or complete on-time a contract of similar nature.

2.10 Disqualification of Contractors

More than one bid from an individual, firm, partnership, corporation, or association under a different name or names shall not be considered. Any or all bids shall be rejected if there is reason to believe that collusion exists among the Contractors. In this situation all participants in such collusion shall not be considered for the current or future bids for the same work. No contract shall be awarded except to competent contractors capable of performing the class of work contemplated.

2.11 Intent of this RFP

This Request for Proposal (RFP) is intended to provide contractors with a common, uniform set of specifications to assist them in the development of their bids and to provide a uniform method for the Tribe to fairly evaluate bids and subsequently select a contractor. The Tribe assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this bidding process. In addition, the Tribe will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided other than those given in writing by the Tribe through the issuance of addenda. In no event may a contractor rely on any oral statement by the Tribe or its' agents, advisors or consultants. It is the full responsibility of the contractor to thoroughly investigate the needs/requirements of the Tribe not necessarily assumed in this RFP.

All proposals must include the following information about your company:

- a. Brief history of company.
- b. Resumes of key personnel assigned to project.
- c. Identification of subcontractors (if applicable).
- d. Project Experience: List up to five (5) projects completed with similar scope of work to this project.
- e. Legal Processing: Identify any ongoing legal proceeding or pending legal proceeding, i.e., arbitration, compliant 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.
- f. Work Plan and Schedule: State the methodology and schedule for performance of the scope of work, including a proposed schedule with key milestones for completion of the work in a timely fashion.
- g. Pricing: Please provide a lump sum fixed fee breakdown for each phase, including all reimbursable expenses for the completion of the scope of work set forth in your proposal. When preparing the bid, the following items should be taken into account: the Tribe is exempt from State of Michigan sales tax; therefore, all materials purchased within Michigan for the project will not be subject to sales tax.

2.12 Award

The award of this bid will not be based solely on lowest price. The award will be based and granted on "BEST VALUE". "BEST VALUE" will consider factors beyond pricing such as whether the responsible vender is able to meet and/or exceed the required specifications.



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Reasonable preference shall be given to Certified Native American Owned Businesses. Any bidder seeking Indian Preference, must be at least 51% Indian-owned and must contact the Chairperson of the Indian Preference Committee, Amanda Sprague Amanda.Sprague@glt-nsn.gov or 269.397.1630 to receive a prequalification packet.

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 in the best interest of the Tribe.

Gun Lake Tribe reserves the right to decline to select a contractor for this project.

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

The contract will not create an employment relationship. The contractor performing work under the contract will not be employees of the Environmental Department or the Tribe.

2.13 Notification of Award

After all prerequisites and specifications have been met by the bidder and the award for this bid is made, the successful bidder will be notified within ten (10) working days after November 27, 2024. The Tribe will notify the successful bidder.

2.14 Contractor's Guarantee

By submitting a bid on these specifications, the contractor binds themselves to all conditions in these specifications. Any variance with the specifications must be stated with the submitted bid and may, after review of all consequences of the variance, disqualify the bid.

2.15 Completion Requirement

A guaranteed completion date may be considered in making the award. Any contractor who submits a bid on these specifications agrees to complete the project by the date in the specifications. If contractor feels the requested completion date cannot be met, the contractor shall so state and give revised date with the bid. The completion schedules that are submitted by the Contractor and agreed upon by the Tribe shall automatically become binding upon the successful Contractor.

2.16 Inspections

The successful contractor acknowledges and understands that the design of the project must meet all applicable federal, state, and Tribal laws and regulations. A final review of the survey and engineering document will be completed prior to final payment.

2.17 Non-Collusion

By executing and submitting this bid, the bidder certifies that their bid is made without reference to any other bid and without any agreement, understanding, collusion or combination with any other person in reference to such bidding.

2.18 Taxes

Taxes should not be included in the bid. Any sales tax items should be listed as a separate item and explained at time of invoicing.



2.19 Payment

It is the desire of the Tribe to pay promptly. It is the contractor's responsibility to submit invoices to the Tribe at: Gun Lake Tribe Environmental Department, Two-stage Drain Project, 2872 Mission Drive, Shelbyville, MI 49344 or emailed to elizabeth.binoniemi-smith@glt-nsn.gov. Invoices shall include a detail number of hours, price per hour and work completed. Contractors must provide tax information to include contractor's full business name, address, "remit to" address, and federal tax identification number, through submission of a completed W-9.

2.20 Indemnification

The successful bidder must be willing to execute an agreement that contains an indemnification clause that would hold the Tribe, to include all employees, harmless from all liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs, expenses, including attorneys' fees, that: a) Arise out of, are connected with, or result directly or indirectly from the successful bidder's failure to perform any of its obligations under a contract; b) Are a result, of a breach of any of the successful bidder's warranties; c) are the result of the vendor's negligence; or d) are the result of the vendor's willful violation any applicable law or regulation. No indemnification responsibilities created by this section, notwithstanding any warranties, shall survive and be enforceable after the contract between the Tribe and the successful bidder terminates or expires, and they shall be terminated only by written agreement of the successful bidder and the Tribe.

2.21 Insurance

To submit a proposal, the applicant and key staff assigned to the project must be licensed and insured, if applicable, under all applicable laws in the State of Michigan.

The applicant must possess and maintain insurance coverage with the minimum amounts stated below:

- \$1,000,000 per occurrence, \$2,000,000 annual aggregate Professional Liability Insurance
- \$1,000,000 per occurrence, \$2,000,000 annual aggregate General Liability Insurance

2.22 Ranking Criteria

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 as specified below. This evaluation will be calculated in accordance with the following evaluation criteria and the respective point values assigned with 1 being low and 100 being high. Consideration of the award will be determined based on the accumulation of points.



Evaluation Criteria	Points
1. Cost	25
2. Similar Project Experience	10
3. Staff Qualifications	20
4. Work Plan and Procedures	20
5. Proposal Conforms with RFP	15
6. Indian preference	10
Total	100

Section 3 – SPECIFICATIONS

3.1 General Site Information

The project includes the survey, design and construction management of the implementation of a two-stage drain on Pierce Drain Extension as it flows approximately 1,250 ft through parcel #24-019-032-00 and # 24-019-033-00 and 2,750 ft through 10-024-004-00.(see Appendix for photos of project parcel locations).

3.2 Project Objectives

The purpose of the proposed watershed-based implementation project is to protect Pierce Drain Extension and the Rabbit River Watershed from NPS pollution through the restoration of 4,000 ft of failing stream banks into two-stage drain and the regrading and replanting of 4,000 feet of 100 ft buffers to fix gully erosion and protect streambanks. Therefore, this project serves to control and infiltrate surface water runoff into the ground to minimize runoff and pollutants flowing into Pierce Drain Extension. Additionally, this project will regrade buffers, fixing gully erosion areas, reducing direct nutrient and sediment inputs into surface water. Finally, this project will restore streambanks of Pierce Drain Extension to two-stage drain design. Two -stage drain design has been shown to protect stream banks as well as reduce sediment and nutrient transport by allowing assimilation of nutrients into vegetative floodplains (Mahl et al. 2015). This design will lead to better ecological function of the streambanks by stabilizing the streambanks and leading to more space for nutrient assimilation increasing the water quality in Pierce Drain Extension. This project is critical to protect not only Pierce Drain Extension but also downstream areas in the Rabbit River and Kalamazoo River that are important areas for fishing, gathering, recreation and cultural purposes. During Phase 2 and 3 of this project, the Tribe will implore similar tactics of two-stage drain implementation and permeant cover crops in downstream stretches of Pierce Drain Extension as it has in Phase 1. See Appendix (photos of completed work for Phase 1 of project).

3.3 Timing

The survey and design should be completed by January 31, 2025. The Tribe will then publish the construction contract out for bid and the construction should be completed by September 15, 2025. The Tribe expects regular coordination regarding details of the project and to be updated at least bi-weekly on project status.



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APPENDIX: Project Information

Site Information

West of the Government Campus, the Pierce County Drain Extension passes beneath a railroad bed and flows through the Zanberge parcel. The Zanbergen parcel was the location of Phase 1 of this project that was completed in the Summer of 2024. The location for this project is the parcel west of Zanbergen between Zanbergen and the highway (US-131) and the parcel immediately West of US-131. See Photos below for photos of the work that was recently completed and for photos showing the location of Phase 2. Field site review by appointment through Alex Wieten, alex.wieten@glt-nsn.gov; 269-397-1780.



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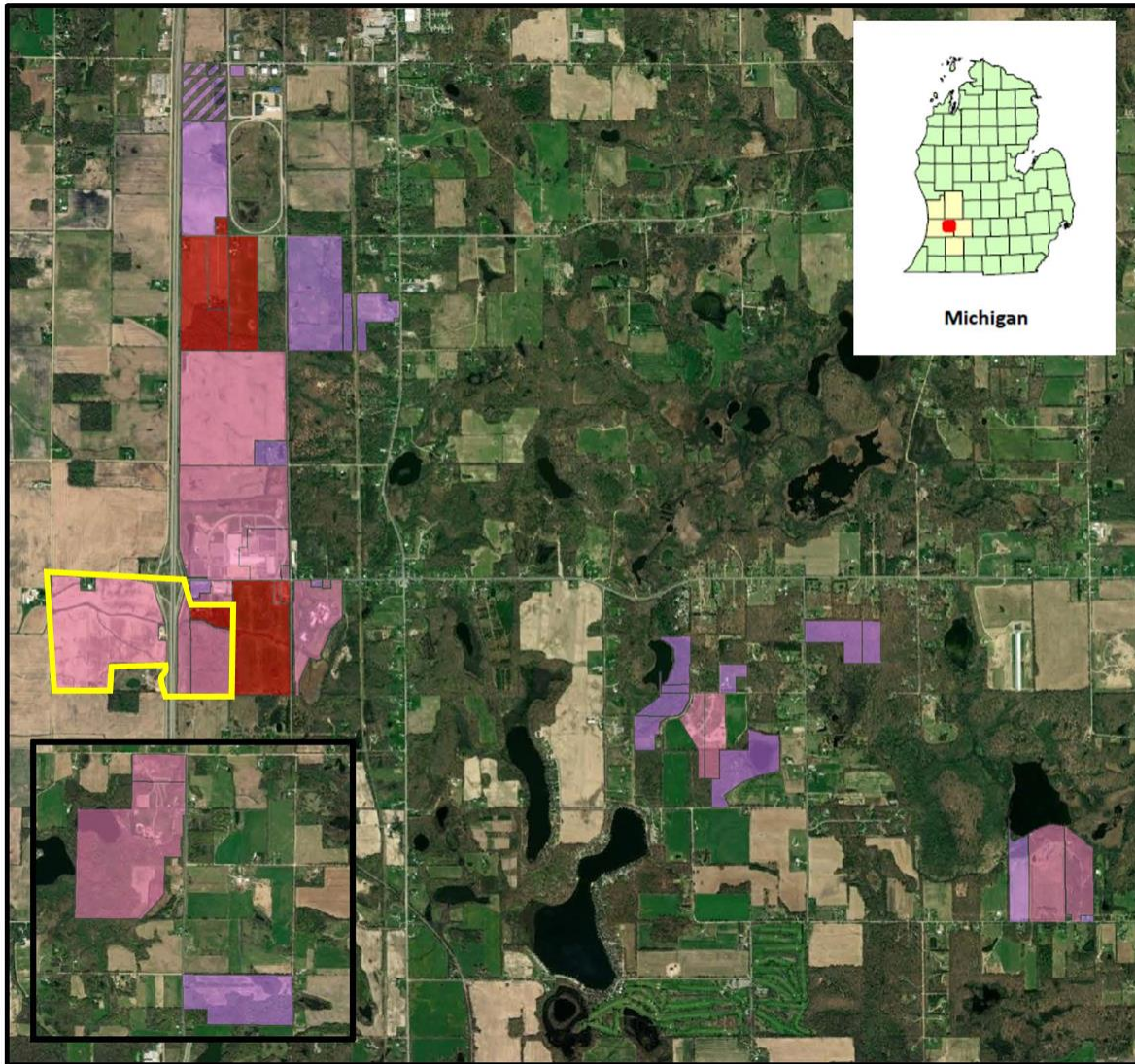
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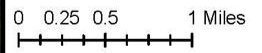


Gun Lake Tribe Tribal Lands

Legend

Legal Category

- Wholly Owned Tribal Subsidiary
- Fee
- Trust
- Pending

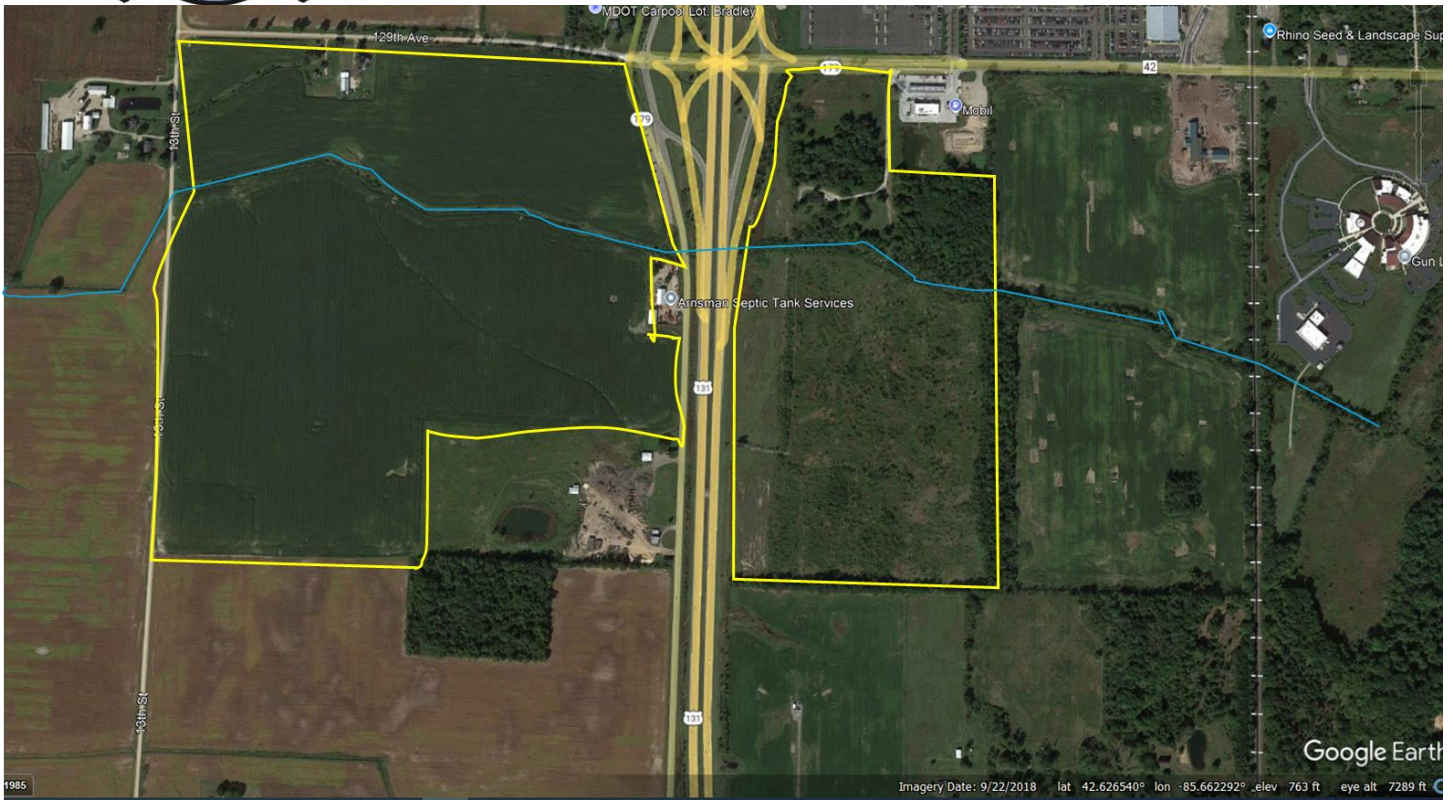


Map created by the Gun Lake Tribe Development Department, 1/17/23.

Phase 2 locations outlined in Yellow.



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Phase 2 locations outlined in Yellow.



Two-stage Drain Design

