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**Request for Proposals  
Gun Lake Tribe**

**Gun Lake Tribe Source Water Protection Planning Assistance**

**Located in Allegan County, MI**

**Issued on: February 17, 2025  
RFP Due Date: March 7, 2025**

**Administered by: Gun Lake Tribe Environmental Department**

## **PROJECT SUMMARY**

The Gun Lake Tribe (Tribe) is seeking proposals for the update of the Tribe's existing Source Water Protection Plan (hereinafter "SWPP") and associated documents for all Tribal water sources. The fundamental goals of source water protection planning are to prevent contamination to sources of drinking water and to be prepared if contamination occurs. The Tribe developed a SWPP in 2018, however the Tribe is building new water infrastructure, including a new water treatment plant and waste-water treatment plant, making the existing SWPP outdated. The Tribe is looking to work with a contractor to update this plan to include the updates to the water system and projections of updates to the Tribe's infrastructure into the plan. This project will lead to a reduced risk of groundwater contamination within delineated source water protection areas.

## **Section 1 – INTENT; BACKGROUND; AND SCOPE**

### **1.1 Intent of Request for Proposal**

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 proposals and subsequently select a contractor.

### **1.2 Background**

The SWPP provides the Tribe with information needed to protect drinking water resources. The 1996 amendments to the Safe Drinking Water Act outline six steps for conducting source water assessments for public water systems (hereinafter PWS). The Tribe's current plan follows this outline. The Tribe seeks a contractor to update this information within the Tribe's current plan with assistance from the Tribe's Environmental Department, Land Use, Planning and Development Department, and Utility Authority. Although the plan focuses on the Tribes' two Public Water Systems; additional private wells at Tribal properties are also included within the plan.

The Tribe currently possesses a Non-Transient Non-Community Water System at its gaming facility. This is the focus of the Tribe's current SWPP. Additionally, the Tribe possesses one additional Transient Non-Community Water System at its Camp Jijak and approximately 15 private water sources that are included in this plan.

### **1.3 Scope of Project**

The contractor is expected to follow the steps outlined below to update the SWPP. The Tribes Environmental Department, Land Use, Planning and Development Department, and Utility Authority will assist with information gathering and will share information required to create the plan with the contractor when possible. See Appendix A for the existing SWPP, Contaminant Source Inventory, and Delineation Report.

### **Step 1 - Delineate the source water protection areas (SWPA) for each drinking water source.**

Delineation shows the area to be protected based on the area from which the water source draws its drinking water supplies. The contractor should delineate SWPAs for each water source based on accepted modeling methods. The contractor will look at wells that are currently utilized or are awaiting connection to the system.

**Step 2 – Inventory known and potential sources of contamination.**

The contaminant source inventory lists all documented and potential contaminant sources or activities of concern that may be potential threats to each drinking water supply. The contractor will be responsible for compiling these lists for each water source, Tribal Environmental Department, Planning Department and Utility Authority staff will be available to assist and help the contractor when possible or necessary.

**Step 3 – Determine the susceptibility of the PWS to contaminant sources or activities within the SWPA.**

The contractor should determine the susceptibility of the water systems to inventoried threats and relate the nature and severity of the threats to the likelihood of source water contamination. The source water assessments should rate the susceptibility of drinking water supplies to inventoried contamination threats.

**Step 4 – Notify the public about threats identified in the contaminant source inventory and what they mean to the PWS.**

The contractor should develop an effective Source Water Protection Program and timeline to ensure that the Tribal Citizens and Tribal Government are well informed on the status of their drinking water and have information necessary to act to prevent contamination.

**Step 5 – Implement management measures to prevent, reduce, or eliminate risks to your drinking water supply.**

The contractor should include an assessment of required and recommended best management practices/measures to protect the source water. The contractor will assist the Tribe with developing a local source water protection law to protect drinking water resources. These measures can be tailored to address each threat or array of risks specific to each PWS. This should include required monitoring that takes place on PWS and recommended monitoring for private water sources including timelines and required contaminants to monitor.

**Step 6 – Develop contingency planning strategies that address water supply contamination or service interruption emergencies.**

The contractor should include water supply decontamination/replacement strategies. These strategies should cover water resources in the event of short- or long-term drinking water shortage and risks specific to each public water system.

**Section 2 – INFORMATION REGARDING SUBMISSION OF PROPOSALS AND TRIBE’S REVIEW AND APPROVAL PROCESS**

**2.1 Issuing Office and Inquiries**

This Request for proposals (RFP) is issued by the Gun Lake Tribe's Environmental Department. Any inquiries, clarifications, or interpretations regarding this RFP should be emailed to: Alex Wieten, Water Resources Specialist at: 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 February 24, 2025.** 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 Required Information of Proposal

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.

## 2.3 Submission of Proposals

All proposals shall be received by March 7, 2025, by 5:00 p.m. Proposals should be submitted in one of the following methods:

- A. Email  
To: Elizabeth Binoniemi, Environmental Director at: [elizabeth.binoniemi-smith@glt-nsn.gov](mailto:elizabeth.binoniemi-smith@glt-nsn.gov),  
Subject: **Gun Lake Tribe Source Water Protection Planning Assistance**
- B. Mail  
Gun Lake Tribe Environmental Department  
**Gun Lake Tribe Source Water Protection Planning Assistance**  
2872 Mission Drive Shelbyville, MI 49344.

Contractors must submit one (1) complete copy of each proposal. No responsibility shall be attached to the Tribe for the premature opening of any proposal not properly addressed or identified. In order to be considered for selection, proposals must be received by the date, time and place

previously outlined. The bidding process will be closed March 7, 2025, at 5:00 pm. Failure to meet this deadline will disqualify the bidder.

**Contractors must email Elizabeth Binoniemi, Environmental Director at: [elizabeth.binoniemi-smith@glt-nsn.gov](mailto:elizabeth.binoniemi-smith@glt-nsn.gov) for Source Water Protection RFP, Appendix A.**

#### **2.4 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 proposal to obtain any addenda that the Tribe may have issued.

#### **2.5 Proposals Not Amendable after Submission**

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

#### **2.6 Bid Pricing**

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

#### **2.7 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.

#### **2.8 Proposal Withdrawal**

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

#### **2.9 Proposals Property of the Gun Lake Tribe**

All proposals 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.

#### **2.10 Rejection of Proposal**

The Tribe reserves the right to reject any or all proposals, 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 proposal of a contractor who has previously failed to perform properly or complete on-time a contract of similar nature.

#### **2.11 Disqualification of Contractors**

More than one proposal from an individual, firm, partnership, corporation, or association under a different name or names shall not be considered. Any or all proposals 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 proposals for the same work. No contract shall be awarded except to competent contractors capable of performing the class of work contemplated.

#### **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. The Tribe will consider factors beyond pricing such as whether the responsible vendor is able to meet and/or exceed the required specifications.

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 at: Amanda.Sprague@glt-nsn.gov or 269.397.1630 to receive a prequalification packet.

The 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.

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

The 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 RFP is made, the Tribe will notify the successful bidder within ten (10) working days after January 31, 2025.

#### **2.14 Contractor's Guarantee**

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

#### **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 provide a proposed revised date with the proposal. The completion schedules that are submitted by the contractor and agreed upon by the Tribe shall automatically become binding upon approval of the contractor's proposal by the Tribe.

#### **2.16 Inspections**

The successful contractor acknowledges and understands that the SWPP must adequately address all six criteria of the 1996 amendments to the Safe Drinking Water Act. A final review of the SWPP will be completed prior to final payment.

### **2.17 Acknowledgement by Submission of Proposal**

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

### **2.18 Taxes**

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

### **2.19 Payment**

If awarded, and to ensure prompt payments, the contractor for this project shall submit invoices to the Tribe by either mail or email as follows:

- A. Mailed invoices:  
Gun Lake Tribe Environmental Department,  
Gun Lake Tribe Source Water Protection Planning Assistance,  
2872 Mission Drive, Shelbyville, MI 49344, or
- B. Emailed invoices:  
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, officers, agents, directors, or representatives 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 contractor 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
- Worker's Compensation and employer's liability insurance with limits not less than \$1,000,000 per accident for bodily injury, or death by accident and \$1,000,000 for bodily injury or death by sickness or disease.

## 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.

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



**Appendix A: Gun Lake Tribe's Current Source Water Protection Plan, Contaminant Source Inventory, and Delineation Report**

*Contractors must email Elizabeth Binoniemi, Environmental Director at:  
elizabeth.binoniemi-smith@glt-nsn.gov for the Source Water Protection RFP, Appendix A.*