



## GLWA Board Policy

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## PROCUREMENT POLICY

### Section 1 – Introduction

#### 1.1 Purpose

The purpose of the Great Lakes Water Authority (GLWA) Procurement Policy (“Policy”) is to provide an overview of GLWA procurement activities. Procedures can be located via hyperlink as follows:

[www.glwater.org/GLWAProcurementPolicy/Procedures](http://www.glwater.org/GLWAProcurementPolicy/Procedures)

#### 1.2 Application

This Policy shall govern all procurement activities for members of the GLWA and their Representatives. It shall not apply to matters involving the procurement of goods and/or services that are specifically excluded within this Policy or to procurements involving GLWA’s investment activities.

#### 1.3 Scope

The Scope of this Policy is broad and includes procurement activities during every phase of the procurement process (as more fully reflected in the Procedures). These activities include, without limitation, purchase order issuance, bid development, bid solicitation, bid evaluation, awards and notifications, contract formation, contract management and enforcement.

#### 1.4 Responsibility

The GLWA Chief Executive Officer (CEO) and Chief Procurement Officer are responsible for guaranteeing the effective implementation of this Policy. Specifically, the Chief Procurement Officer is responsible for establishing procedures in accordance with this Policy and training Representatives accordingly. The GLWA CEO is responsible for enforcing this Policy by taking all necessary measure to guarantee its purpose is accomplished.

#### 1.5 Review

No later than December 31, 2017 and two years thereafter, the GLWA administration and GLWA Audit Committee shall review the content of the purchasing policies and affirm or revise the policies based on the GLWA conditions then present involving the financial policies, procedures and such other matters that may be pertinent under the circumstance impacting GLWA’s procurement needs.



### **1.6 Revisions**

Revisions to the elements of this policy will be made from time to time as appropriate by the Chief Procurement Officer with the CEO and may be subject to the approval of the GLWA Board of Directors (Board). Approved revisions shall be incorporated by the Chief Procurement Officer and communicated to all Representatives and made available to the public. A history of revisions, with dates and reasons for the same, shall be maintained by the Chief Procurement Officer.

### **1.7 Ethics and Code of Conduct**

At every level of procurement, this Policy shall preserve public trust by establishing, maintaining and enforcing business practices that promote fair, ethical and financially sound procurement practices.

Representatives shall perform GLWA procurement activities with integrity by utilizing financially responsible methods, uncompromising ethics, and fair business practices to promote vendor participation and provide the public with outstanding services and products.

While performing in their official capacities, Representatives shall be free from real or perceived conflicts of interest that could adversely impact GLWA's reputation or influence and their judgment, objectivity, responsibilities or loyalty to the GLWA and the public. GLWA business dealings shall be conducted in compliance with GLWA Policies and Procedures, GLWA Articles of Incorporation, and applicable laws.

Representatives shall immediately report any real or perceived conflict of interest to the Chief Procurement Officer, CEO, and General Counsel.

Annually, the members of the GLWA Board of Directors, Chief Procurement Officer and all Procurement personnel, the CEO and the CFO / Treasurer will confirm any known conflict of interests involving current GLWA operations.

Members of the GLWA Board of Directors should be discouraged in attending meetings with potential vendors in order to avoid the appearance of providing undue pressures on GLWA administration in the selection of that vendor. In the event a meeting is held, the GLWA Board member is obligated to report that vendor meeting at the next regularly scheduled Board meeting. The GLWA Board shall not have involvement in the development of solicitations and shall not participate in the selection of any vendor(s).



Once a request for goods or services has been released by the Chief Procurement Officer, ALL vendor contact shall solely be with the Procurement Office. GLWA employees providing information relative to the request for goods or services to vendors during the period that a request for goods or services is outstanding will be subject to disciplinary actions and the vendor potentially disqualified from that competitive bid.

### **1.8 Competency**

The Chief Procurement Officer shall ensure Representatives are competent, knowledgeable about the Procurement Policy and Procedures, engaged in continuous professional development, and qualified to implement procurement activities efficiently, objectively and accurately.

### **1.9 Definitions**

- a) Administrative Revision – A revision to the Procurement Procedures document.
- b) Authorized Sub-Contractor - A person or business which has a contract with a Vendor to provide some portion of the work or services on a project which the Vendor has agreed to perform for GLWA and which does not hold a suspended or debarred status.
- c) Board – The Board of Directors of the GLWA and governing body to which the CEO and Procurement Officer are accountable for establishing, maintaining and monitoring procurement activities within the parameters of this policy.
- d) Competitive Bids or Bidding – A transparent procurement method by which competing Vendors are invited to bid in an open advertisement of the scope, specifications, evaluation criteria, and terms and conditions of a proposed contract.
- e) Competitive Quotations – A procurement method in which pricing is requested from several Vendors and the most competitive one is chosen. Competitive Quotations are generally used for smaller purchases where Competitive Bidding is impractical.
- f) Conflict of Interest – A situation that has the potential to undermine the impartiality of a person because of the possibility of a divergence between the person's self-interest and professional interest or public interest.
- g) Contract - A written agreement in which GLWA agrees to acquire goods or services from a Vendor in exchange for consideration. These written agreements specify each party's obligations in relation to the transaction including but not limited to the scope of work, payment information, duration of the agreement, prices, and other legal terms and conditions applicable to the transaction.
- h) Contract Renewals - The exercise of a Contract renewal option where continuation of existing services or goods from an existing Vendor is desirable for purposes of continuity or compatibility. Procurement staff will supply market test data or key performance



indicators to support continuation of existing goods or services from an incumbent Vendor.

- i) Cooperative Purchases – An agreement for the procurement of goods, supplies, professional services or construction services with one or more Public Procurement Units (e.g. local, state or federal) in accordance with an agreement entered into between the participants. It may consist of joint or multi-party contracts between Public Procurement Units.
- j) Emergency Procurement – A procurement method available when there exists an imminent threat to public health and welfare or to prevent an imminent violation of a required environmental permit or Administrative Consent Order under emergency conditions where Competitive Bidding and prior authorization would be impossible or impractical under the circumstances.
- k) Goods – Any fixtures, items of furniture, supplies, materials, equipment, other personal property, and other items of a similar nature.
- l) Initial Term – The initial length of the Contract or Purchase Order excluding renewals and/or extensions.
- m) P-Card – A purchasing card is a form of company credit card regulated by the State (MCL 0510.17) that allows goods and services to be procured pursuant to the Procurement Card Policy [Insert hyperlink here] without using a traditional purchasing process.
- n) Purchase Order or PO - A Purchase Order is a short form of contract issued by GLWA to a Vendor indicating types, quantities, payment terms and prices for goods or services the Vendor will provide to GLWA.
- o) Public Procurement Unit - A Public Procurement Unit is defined as any local government or state government, whether or not located in the State of Michigan, or federal agencies of the United States.
- p) Qualified Vendor - A Vendor that meets or exceeds the standards prescribed in the Solicitation and has not defaulted on a previous GLWA Contract or Purchase Order.
- q) Representatives – include authorized individuals acting on behalf of GLWA including, but not limited to management, employees, agents and evaluators.
- r) Responsible Vendor – A status achieved when a business meets each and every minimum qualification or other requirement set forth in the applicable Solicitation and does not hold a status of debarred or suspended.
- s) Responsive Vendor – A status achieved when a timely submitted Bid, Proposal or Response conforms to all material requirements of the Solicitation in response to which it was submitted.
- t) Single Source Procurement - A procurement in which there are multiple sources of supply, but for specific reasons including but not limited to: compatibility, equipment for which there is no comparable competitive product, technology requirements or



uniqueness of the service, the item or service must be purchased from a single, specified vendor.

- u) Small Purchases - A procurement that does not exceed \$50,000 and may be accomplished without securing competitive quotations if the prices are considered to be fair and reasonable. Procurement requirements shall not be artificially divided so as to constitute a small purchase.
- v) Sole Source Procurements – A procurement in which the Chief Procurement Officer (or designate) certifies that only one (1) source of supply is available.
- w) Solicitation – A manner of requesting goods and services including but not limited to a Request for Quote, Request for Information, Statement of Qualifications, or Request for Proposal.
- x) Specialized Services – A unique expertise provided by an individual or firm and unattainable in the market in a competitive environment.
- y) Surplus goods – Goods owned by the GLWA that have been determined to be unusable, defective (vendor will not accept return), obsolete (no longer conforms to local, State or Federal requirements), in excess quantity (one or more years of stock at normal or projected usage) and is not scrap. Scrap means any personal property owned by the GLWA that has little or no value and is uneconomical to store or offer for sale.
- z) Vendor – A contractor, supplier, affiliate, subsidiary, parent company or other business entity that seeks to conduct or does conduct business with the GLWA.

## **Section 2 – Authority**

### **2.1 Contracting Authority**

The Chief Procurement Officer (or designated manager) is the only recognized Representative to enter into a contract or issue a purchase order on behalf of GLWA for the procurement of goods, services, construction, leases or agreements for the disposal of surplus goods.

### **2.2 Delegation of Authority**

The Chief Procurement Officer may delegate in writing to his/her designee(s) the authority to procure goods, services, surplus goods and construction (excluding the disposal of surplus goods). To ensure compliance with this Policy, all approved delegations and limits of authority shall be documented and submitted to the Board as a communication.



### **2.3 Authorization to Supply Goods/Services/Construction**

The Chief Procurement Officer shall communicate the authorization to supply goods/services in the form of a written and fully approved Purchase Order except in extenuating circumstances including without limitation, emergency purchases, power outages and building closures. In those instances, a Vendor shall be given an informal authorization from the Chief Procurement Officer the written commitment that a Purchase Order will be issued as soon as circumstances allow. GLWA is not financially or otherwise responsible for goods, services or labor performed without proper authorization.

## **Section 3 – Procurement**

### **3.1 Procurement of Goods and Services**

GLWA procurement activities shall be performed using financially responsible methods, ethics, and fair business practices. Procurement shall not enter into a procurement contract for goods or services with a person who has been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with a local government, state or federal governmental entity or with a person who has been held liable in a civil proceeding or has been convicted of a criminal offense that negatively reflects on the person's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes, or similar laws.

### **3.2 Methods of Procurement**

GLWA shall procure all goods and services through the use of competitive bidding as outlined in this policy, unless an express exception is indicated within this policy. The GLWA Chief Procurement Officer shall take all necessary measures to ensure adherence to this policy. Competitive bidding includes but is not limited to: Statement of Qualifications (SOQ), Request for Information (RFI), Request for Proposals (RFP), and Request for Quotes (RFQ).

### **3.3 Exceptions to Competitive Bidding**

The Authority shall not be required to use competitive bidding when acquiring proprietary goods, services, equipment or information available from a single source, including but not limited to software license agreement, emergency repairs or to respond to a declared state of emergency or if procurement is necessary for the imminent protection of or mitigation of an imminent threat to public health or safety with subsequent notice to the Board relating to the justification for the action taken.





### **3.4 Vendor Involvement in Proposal Preparation**

Vendors engaged or contracted to prepare a scope of work or solicitation shall be precluded from bidding on the underlying goods or services sought by GLWA.

### **3.5 Contract Length and Renewals**

Excluding contracts involving capital improvements, the initial contract period shall be no greater than three (3) years with two (2) one-year renewal options to be reviewed annually if the Chief Procurement Officer is satisfied with the value of the goods and / or services received during the original contract period. Contracts exceeding five (5) years must be approved by the Board prior to entering into the contract.

### **3.6 Blanket Purchase Orders**

Blanket purchase orders for pre-qualified vendors should be encouraged for emergency services (electrical failures; distribution network repairs; technology needs; etc.). Pre-qualification of vendors would permit a shortened period of vendor response for services whereby a limited response to the underlying scope of work and cost need be supplied by the vendor.

## **Section 4 – Solicitation**

### **4.1 Solicitation development and advertisement**

Competitive solicitations shall be prepared in a manner that allows and promotes open competition. Solicitations shall be advertised electronically and/or through newspaper or other media determined by GLWA that promotes vendor participation in the bid process.

## **Section 5 – Bidding**

### **5.1 General**

GLWA reserves the right to cancel or amend a solicitation prior to contract or purchase order issuance or reject any or all bids if it is determined that such action is in the best interests of GLWA. GLWA may allow a vendor to withdraw a bid if requested at any time prior to the bid opening.

### **5.2 Bid Submission**

To participate in the bidding process, vendors shall submit bids/proposals/quotes in the method, format, and time frame specified in the solicitation. The bid shall be signed by an



individual within the bidding firm that has the authority to bind the Company or individual to a contract. Bids received after the due date and time will be rejected, will not be evaluated, will not be opened, will not be considered for award of contract, and will be returned to the vendor unopened.

### **5.3 Risk Management**

GLWA shall mitigate risks such as limitations of liability, retainage, indemnities, warranties, terms of payment, termination, insurance and bonding requirements through contract or purchase order terms. Risks not addressed in the contract or purchase order are the sole responsibility of the vendor. Deviations to risk responsibility will not be accepted without specific approval by the GLWA CEO prior to contract award.

### **5.4 Insurance**

Contract insurance requirements will be detailed in each solicitation request. In order to be considered a responsible vendor, vendor shall possess and maintain the required insurances which meets or exceeds the terms and conditions for each such policy during the term of the contract at its sole expense. In some instances, a vendor must also maintain specified policies after the conclusion of a contract for the duration as specified in the contract.

### **5.5 Bonds**

To protect GLWA from bidders withdrawing their bids prior to the end of their bid validity period, refusing to sign the contract, failure to perform, failing to pay sub-contractors, or providing faulty workmanship/materials, bonds may be required. Bond requirements (bid, warranty, performance or payment) shall be indicated in the solicitation.

### **5.6 Alternative Technical Proposals**

Where appropriate, the proposing vendor is required to comply with the submission of a technical proposal in accordance with the scope of work in the request for goods and / or services, but should also be encourage to and in addition provide an alternative proposal for goods and / or services that would better meet the needs of GLWA in the opinion of the vendor.

## **Section 6 – Evaluation of Competitive Bids**

GLWA shall assess competitive solicitation responses in order to determine in its sole discretion, the most capable vendor(s) that will meet or exceed the requirements of the solicitation while providing the most value.



### **6.1 Evaluation Team**

The Procurement Division shall nominate evaluators who shall be approved by the Chief Procurement Officer. The drafter of the solicitation and GLWA Board members shall not evaluate proposals. Where possible, at least one (1) evaluator shall be technically proficient in the field that is the subject of the procurement. GLWA will strive to include evaluators from the customer base. To participate in the evaluations of proposals, each nominated evaluator shall sign an Ethics and Confidentiality agreement. [www.glwater.org/GLWAProcurementPolicy/Procedures](http://www.glwater.org/GLWAProcurementPolicy/Procedures)

The evaluation scoring mechanism shall be completed and made available prior to the opening of the vendor proposals.

### **6.2 Bid Protest**

A potential vendor, who has submitted a proposal and who is not awarded a contract after participating in GLWA's competitive solicitation process, may protest the award of the contract by filing a written notice of protest with the Chief Procurement Officer within seven (7) calendar days after the award. The written notice of protest shall reference the solicitation number and the basis for the protest.

- a) Upon receiving a Bid Protest, the GLWA Chief Procurement Officer shall immediately suspend the contract award process and activities until the protest has been resolved.
- b) The Bid Protest shall be reviewed by the Chief Procurement Officer in an expeditious manner. The Chief Procurement Officer shall make a determination to either accept or reject the bid protest within seven (7) calendar days after the date the protest was received.
- c) If the Chief Procurement Officer accepts the bid protest, the Chief Procurement Officer shall carry out actions accordingly. If the Chief Procurement Officer rejects the Bid Protest, the Chief Procurement Officer shall notify the protestor of that decision and advise the protestor of their opportunity to appeal to the Chief Administrative Officer. The protestor will have three (3) calendar days from the notification of the bid protest to appeal the decision.
- d) Upon receiving an appeal to a bid protest, the Chief Administrative Officer shall review the appeal and make a determination to either accept or reject the bid protest within fourteen (14) calendar days after the date when the appeal was received. If the Chief Administrative Officer accepts the bid protest, the Chief Procurement Officer shall act in accordance with the Chief Administrative Officer's findings. If the Chief Administrative Officer rejects the Bid Protest, the Chief



Procurement Officer shall notify the protestor of the decision. The Chief Administrative Officer's determination shall be final.

- e) Items excluded from Bid Protests and Appeals include:
- i. Bids/proposals under \$50,000;
  - ii. Failure of a potential vendor to submit bid by the date and time specified;
  - iii. Failure of a potential vendor to provide documents required to accompany a bid or proposal;
  - iv. Failure to have a required bid bond accompany a bid;
  - v. Failure to submit an appeal within the time defined in this policy;
  - vi. Failure of a potential vendor to meet minimum or mandatory requirements;
  - vii. A vendor that has a performance rating of unacceptable; and
  - viii. A vendor that has a status of debarred or suspended during any stage of the contract award process (advertisement of solicitation through the award of the contract) or at the time of the bid protest.

## **Section 7 – Approvals**

Whether a contract or purchase order is awarded through competitive bidding or a permitted non-competitive process, approval levels listed below are required. In the absence of appropriate approval levels, no contract or purchase order exists between GLWA and any vendor. Prior to request for approval, all contracts shall be evaluated by the GLWA Risk Manager as to insurance requirements and by General Counsel for other terms and conditions.

### **7.1 Approval Levels**

Procurements for goods, services and construction shall be recognized as “Authorized” where approval requirements listed below have been met. Amounts below represent the value for the initial contract or purchase order term and amendment/change order value (including the value of renewal options). Contracts and purchase orders shall not be artificially divided to bypass required approvals. All contract terms shall be defined. Contracts and purchase orders in which the initial term is equivalent to or exceeds three (3) years shall be reviewed every year by the GLWA Chief Procurement Officer to ensure contract and purchase order compliance. The GLWA Chief Procurement Officer shall submit to the GLWA CEO and the Board a contract and purchase order compliance review report. Procurement requirements shall not be artificially divided or fragmented so as to constitute a small purchase or to circumvent the approval levels listed below.

### **7.2 Unauthorized Purchases**

GLWA shall not be liable financially or otherwise responsible for the unauthorized performance of services, shipment of goods or completion of construction projects.



Description	Total value including contract renewals and change orders	Authority to encumber funds
1) Initial Contract of Purchase Order having a duration of one (1) year or less for goods or services (excluding construction, disposal of surplus goods, assets or real estate).	< \$ 100,000.	Procurement Specialist
2) Initial Contract of Purchase Order having a duration of one (1) year or less for goods or services (excluding construction, disposal of surplus goods, assets or real estate).	< \$ 300,000.	Procurement Manager
3) Initial Contract or Purchase Order having a duration of three (3) years or less for: a) goods, services, b) disposal of surplus goods or assets, c) construction (excluding real estate)	< \$ 500,000.	*Chief Procurement Officer
4) Initial Contract or Purchase Order having a duration of three (3) years or less for: a) goods, services, b) disposal of surplus goods or assets, c) leases	< \$ 1,000,000.	*GLWA CEO
5) Initial Contract or Purchase Order for: a) goods, services, b) disposal of surplus goods or assets, c) leases	> \$ 1,000,000.	GLWA Board of Directors
6) Sale or purchase of Real Estate	Unlimited	GLWA Board of Directors
<p style="text-align: center;"><b><u>Contract renewals</u></b></p> For <u>approved</u> contracts or purchase orders where prior approval included renewal options. Total contract term cannot be beyond five (5) years including contract renewals. Initial contract term cannot be beyond three (3) years.	Unlimited	Chief Procurement Officer and GLWA CEO
<p style="text-align: center;"><b><u>Emergency procurements</u></b></p>	Unlimited authority – <u>The authorized approver of an emergency procurement must generate a report to include details surrounding the emergency procurement and submit it to the GLWA Board within 7 calendar days of the procurement.</u>	Chief Procurement Officer and GLWA CEO



## **Section 8 – Contract/Purchase Order Administration**

### **8.1 Required Documents**

Prior to the notice to proceed ("start of work" meeting, issuance of purchase order or contract) and in addition to providing evidence of the required insurance, the successful vendor shall produce required documents including but not limited to performance bonds and licenses. If the vendor is unwilling or unable to produce required documents in the time frame required by GLWA, GLWA may immediately revoke the award of business without financial or legal obligation to the vendor.

### **8.2 Change Orders/Extensions**

In circumstances where the scope of work, services, materials or term of contract or purchase order requires a deviation from the contract or purchase order terms, an appropriately approved and budget verified change order shall be issued to the vendor. GLWA shall not be responsible for work, services or materials provided outside of an approved change order.

### **8.3 Contract Renewals**

GLWA is not obligated to exercise contract or purchase order renewal options referenced in the contract. Prior to exercising a renewal option, GLWA Procurement shall consider the vendor's performance against the initial contract or purchase order. Vendors shall not provide goods, services, or materials against a contract or purchase order renewal option prior to GLWA's approval of the contract or purchase order renewal.

## **Section 9 – Contract/Purchase Order Compliance**

### **9.1 Contract Performance**

A contractor shall supply goods and services conforming to the specifications of the solicitation and award. Failure to perform within the specification and stated time of the contract or purchase order may result in contract or purchase order termination.

### **9.2 Vendor Suspension and Debarment**

It is the policy of GLWA to solicit offers from, award contracts and purchase orders to and consent to subcontracts with responsible vendors only. Suspensions or debarments may be imposed at the discretion of the GLWA for purposes related to the good of the public interest, including maintaining the integrity of the bidding, contracting and procurement processes and protecting public trust and confidence in GLWA's operations. Suspensions and debarments will not be imposed as punitive measures. GLWA may suspend or debar a vendor based on a finding that the vendor is not a responsible vendor and shall report said finding to the Legal Committee. Causes which may result in a finding that a vendor is not a responsible vendor include, but are not limited to, any of the following:



- a) An indictment or conviction of the vendor under any federal, state or local law for any offense indicating a lack of business integrity, dishonesty, theft, bribery, extortion, bid rigging, contract or purchase order rigging, money laundering or fraudulent conduct;
- b) An indictment or conviction of the vendor under any federal, state or local law for any serious criminal offense that affects the vendor's responsibility as a GLWA vendor;
- c) Judgment of civil liability entered against the vendor in any federal, state or local proceeding based upon facts indicating a lack of business integrity, dishonesty, theft, bribery, extortion, bid rigging, contract or purchase order rigging, money laundering or fraudulent conduct;
- d) Results or preliminary findings of an investigation of the vendor initiated by the GLWA, federal, state or local law enforcement department, municipality or agency involving allegations of a lack of business integrity, dishonesty, theft, bribery, extortion, bid rigging, contract or purchase order rigging, money laundering, fraudulent conduct or any other serious misconduct;
- e) Use of an un-authorized subcontractor;
- f) A preliminary finding that the vendor engaged in theft, bribery, extortion, bid rigging, contract or purchase order rigging, money laundering or fraudulent conduct in connection with a GLWA contract;
- g) A preliminary finding that the vendor submitted, made or caused to be made a false, deceptive or fraudulent material statement in connection with a bid, certification, proposal, application, change order, charge, invoice, cost estimate, or payment request related to a GLWA contract;
- h) Refusal by the vendor to reasonably cooperate with the GLWA in connection with an investigation related to a GLWA contract;
- i) The vendor's failure to report to the Chief Procurement Officer, CEO, or the Chairperson of the GLWA Board any activity by elected officials, employees, or persons acting on their behalf related to a GLWA contract or purchase order that the vendor reasonably suspects to be improper, unethical or illegal;
- j) Demonstrated discrimination on the basis, including but not limited to race, religion, sexual orientation, marital status, gender, national origin or military status.
- k) Unlawful restraint or limitation on competition by the vendor;
- l) The vendor's violation of a material term of a GLWA contract, subcontract or purchase order;
- m) The vendor's history of documented unsatisfactory performance; and
- n) Any other conduct or activity by the vendor that has a harmful impact upon the integrity of the bidding, contracting or procurement processes of the GLWA or public trust and confidence in the operations of the GLWA.