GLWA Great Lakes Water Authority	GLWA Procurement		
	Advertisement Date: Click to enter date	**Requisition No.:**	**Issuing Buyer and E-Mail Address:** Enter name and e-mail
Document Title: Instructions to Vendors			

1. General Information

1.1. Any vendor interested in submitting a response to this solicitation is required to be registered with Euna Procurement at https://glwater.bonfirehub.com. Registration is FREE. By responding to this solicitation, vendor is agreeing to comply with GLWA's Procurement Policy, available on the GLWA website at https://www.glwater.org/vendors/doing-business-with-glwa/.

1.2. All communications pertaining to this solicitation are to be directed solely to the GLWA procurement staff designated in "Solicitation Cover".

2. Addenda

2.1. It is the responsibility of Vendor's to check for any addenda posted on Euna Procurement and to make inquiry as to any changes issued thereby. Vendors are advised that no oral interpretation, information, or instruction by any officer, employee, or representative of GLWA shall be binding upon GLWA.

2.2. Any interpretations, corrections, and additional provisions that GLWA may make to this solicitation shall be made only by addendum. Should a Vendor (i) be in doubt as to the true meaning of any portion of this solicitation, (ii) find any ambiguity, inconsistency, or omission herein, or (iii) intend to take exception to any requirement of the solicitation, the Vendor must make a written request for an official interpretation or correction on or before the close of the question-and-answer period established in the Solicitation Cover.

2.3. Any addenda issued by GLWA shall become part of this solicitation and shall be reflected by vendor in its response to this solicitation. Vendors shall submit the latest revision of any form or attachment issued by an addendum with its response.

2.4. If this solicitation is a Request for Bid resulting in a construction agreement, then all addenda issued by GLWA shall be fully incorporated by reference as a part of the contract documents.

3. Preparation of Response

3.1. GLWA shall have no responsibility and shall not reimburse any Vendor for any costs incurred, however caused, in the process of responding to this solicitation including, without limitation (i) preparing and submitting its response, (ii) attending solicitation meetings, site tours or oral interviews, (iii) withdrawing its response, (iv) objecting to an award, (v) receiving a "Non-Award Determination", or (vi) negotiating a contract resulting from this solicitation.

3.2. Vendors are advised that the scope of work is intended to define the minimum standard of quality necessary to complete the work. By submitting a response to this solicitation, vendor affirms that except for assumptions and exceptions explicitly stated, vendor considers its response accurate and sufficient to complete the work.

3.3. Documents included with this solicitation are for vendor's information and convenience only. If a vendor requires any information beyond what is contained in this solicitation, vendor may be required, in GLWA's sole discretion, to first provide evidence of a security clearance from the U.S. Department of Homeland Security for each person that may have access to the requested information.

Providing evidence of security clearance does not guarantee the vendor access to the requested information.

4. Prevailing Wages on Federally Funded Construction Projects

If the work under this solicitation is for a federally funded construction project the vendor shall be required to pay prevailing wage rates in compliance with the Davis-Bacon Act.

5. Security for Solicitation

5.1. If security is required for this solicitation, the security shall be in the form of a bid bond. The bid bond shall (i) be submitted on GLWA's bid bond form, (ii) name the vendor as principal, (iii) be executed by a surety, either licensed to do business in the State of Michigan or which has an A.M. Best's rating of A-/VIII or greater and (iv) be properly executed and accompanied by a certified power of attorney. Vendor's bid security shall be retained by GLWA until the latter of (i) the end of the period during which bids shall remain open or (ii) seven (7) business days after contract award.

5.2. The bid security of the vendor that is awarded the contract shall be retained until that vendor has (i) submitted all required information, (ii) delivered evidence of insurance, (iii) furnished the required performance and payment bonds, and (iv) executed the contract.

5.3. If the awarded vendor fails to execute the contract as requested, GLWA may annul the award notification and, if so, the bid bond shall be forfeited to GLWA. If GLWA incurs any costs in the forfeiture of the bid bond, vendor and vendor's surety jointly and severally agree to reimburse all of GLWA's costs of collection thereon, including reasonable attorneys' fees and court costs incurred, with or without suit and interest.

6. Subcontractors

6.1. Vendors shall be prepared to retain specific subcontractors and/or suppliers for the performance of the work if required by the solicitation documents to do so. If vendor objects to retaining any specified subcontractor and/or supplier and the concern is not addressed by an addendum, then vendor should refrain from submitting a response to this solicitation.

6.2. GLWA may request the removal and/or replacement of any subcontractor nominated by a vendor prior to awarding the contract. In such event, the vendor shall promptly nominate a qualified substitute or state that it shall self-perform the work involved, if qualified to do so. If a 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 vendor for the award.

6.3. Subsequent to the vendor's submission of its response to this solicitation, the vendor shall not add or replace any designated subcontractor unless vendor (i) gives written notice to GLWA within ten (10) business days of receipt of an "Award Determination Letter" and (ii) provides all information requested by GLWA. If vendor fails to abide by these terms, GLWA may, in its sole discretion, elect not to recommend vendor for the award.

7. Material/Equipment Substitutes and "or-Equal" Items

7.1. Contracts shall be awarded on the basis of materials and equipment specified or described in the solicitation documents and any "or-equal" or substitute materials and equipment subsequently approved by GLWA. Requests by vendor for "or-equal" or substitute materials and/or equipment shall be submitted on or before the close of the question-and-answer period. The request shall provide a detailed description of the "or-equal" or substitute material and/or equipment and its impact on the work, including time. The burden of proof of the merit of the proposed "or-equal" or substitute item shall be on the vendor. GLWA's decision to accept or reject any "or-equal" or substitute materials and/or equipment shall be final and set forth in an addendum. Vendor shall not rely upon approvals made in any other manner.

7.2. All prices that a vendor sets forth in its response shall be based on the presumption that vendor will furnish the materials and equipment specified or described in the solicitation documents. Any assumptions regarding the possibility of post-response approvals of "or-equal" or substitution requests shall be made at vendor's sole risk.

7.3. This section shall not create or impose any express or implied duty on GLWA to exercise the authority granted herein.

8. Opening of Response

Responses to this solicitation shall be downloaded and opened by GLWA within one (1) business day of the advertised due date and time.

9. Modification of Response

No modification, alteration or revision to vendor's response will be accepted after the solicitation closing time and date.

10. Withdrawal of Response

A Vendor's response may be withdrawn subject to and in accordance with the following rules:

10.1. A Vendor's response shall not be withdrawn unless the vendor, within one (1) business day after the solicitation response opening, files a written claim with GLWA substantiating a mathematical or clerical error in its response. The claim shall include a signed affidavit stating the facts of the error and a request that vendor's response be withdrawn. The claim shall be e-mailed to Procurement@glwater.org with a subject line that states, "Response Withdrawal Request" and includes the solicitation number and title.

10.2. If a claim to withdraw a response due to an alleged mathematical or clerical error is timely filed, GLWA shall review the claim within ten (10) business days after its receipt.

10.3. GLWA shall review the claim for evidence as to whether:

10.3.1. A Vendor's response contains an obvious mathematical or clerical error that does not involve a lack of good faith or fair dealing; and

10.3.2. The error is subject to objective certification and is of such grave consequences that to enforce the response by way of a contract would be unconscionable; and

10.3.3. The error is of a material nature; and

10.3.4. The error was not caused in any way by a vendor's violation of an affirmative legal duty or culpable negligence.

10.4. Upon completion of the review, GLWA shall notify the vendor within five (5) business days of its decision to allow or not allow vendor to withdraw its response.

10.5. If GLWA suffers no serious prejudice, except loss of bargain, then GLWA shall allow a vendor to withdraw its response and, if applicable, GLWA shall return vendor's bid security within a reasonable time. Upon withdrawal of its response, vendor shall not be allowed to submit another response to the solicitation. The decision of GLWA shall be final and binding on vendor.

11. Evaluation of Response

11.1. For "Requests for Bids" and "Invitations to Quote", the award shall be made to the responsible vendor submitting the lowest responsive response. GLWA shall review and validate responses for responsibility and responsiveness and prepare a bid tabulation. Bid tabulation information shall not be made available to vendor until GLWA has validated all responses for responsibility and responsiveness.

11.2. For "Requests for Proposals", "Requests for Qualifications" and "Requests for Information", the award shall be made to the responsible vendor with the highest ranked score pending successful negotiations. GLWA shall review and validate responses for responsiveness prior to evaluating and scoring the response. Vendors are advised that an award for "Requests for Information" and "Requests for Qualifications" will not be made unless explicitly stated in the solicitation.

11.3. GLWA reserves the right to waive any minor deviations, irregularities and informalities in the response.

11.4. GLWA reserves the right to reject any and all responses to this solicitation for reasons including, without limitation, responses that GLWA determines are nonconforming, nonresponsive, or unbalanced; responses where vendor purports to add terms or conditions, take exception to any provision of the solicitation documents, alter any template provided by GLWA for vendor's response, or be otherwise conditional in nature; and/or a finding of vendor non-responsibility as set forth in the GLWA Procurement Policy located at GLWA-Procurement-Policy-10.26.22.pdf.

11.5. If any grounds for the rejection of a response from the vendor under consideration for award are found, a "Non-Award Determination" shall be made by GLWA, and no further consideration shall be given to that vendor's response. GLWA shall give written notice thereof to such vendor, including the reasons therefor.

12. Conditions to Final Award

Vendor's response shall not be considered responsible in accordance with the requirements of the solicitation unless vendor, within ten (10) business days after receiving an "Award Determination Letter", submits all documents that GLWA, in its sole discretion, considers necessary to complete the execution of

the contract including, without limitation, the contract and certificates of insurance meeting the contract requirements and any required bonds.

13. POST-AWARD

13.1. Vendor shall be e-mailed a fully executed copy of the contract once completed. For some solicitations, a purchase order will constitute the fully executed contract.

13.2. GLWA may periodically evaluate the performance of vendor under any contract resulting from this solicitation. Information gained during this evaluation process may be used by GLWA to evaluate vendor's capabilities to perform future work for GLWA. The criteria by which vendor will be evaluated can be found at https://www.glwater.org/vendors/doing-business-with-glwa/.