

PROFESSIONAL SERVICES CONTRACT

BETWEEN

GREAT LAKES WATER AUTHORITY, A MICHIGAN MUNICIPAL AUTHORITY

AND

ENTER CONSULTANT NAME

CONTRACT NO. 2301145

COMMUNICATION & MARKETING SERVICES

**GREAT LAKES WATER AUTHORITY
PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract No. 2301145 (“Contract”) is entered into by and between the Great Lakes Water Authority, a Michigan municipal authority and public body corporate organized pursuant to Public Act 233 of 1955, with its principal place of business located at 735 Randolph, Detroit, Michigan 48226 (“GLWA”), and Enter Consultant name, with its principal place of business located at Enter Consultant address (“Consultant”). Collectively, GLWA and Consultant are the “Parties” and individually a “Party”.

Recitals

A. GLWA desires to engage Consultant to render certain Services as set forth in this Contract and its Exhibits, which are incorporated fully by reference; and

B. Consultant represents that it is authorized and prepared to provide the qualified professional personnel with the necessary skills to perform the Services, in a manner which is responsive to GLWA’s needs in all respects; and

Accordingly, in consideration of the mutual undertakings and benefits to accrue to the Parties and the public, the Parties agree as follows:

**Article 1.
Definitions**

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

“Allowance” means a sum included in the total Contract amount to reimburse Consultant for the cost to furnish and perform any Services that, at the time of contracting, are uncertain or of an indeterminate scope. Charges under any Allowance shall (i) not be paid by GLWA unless written authorization permitting the use of the Allowance is given by GLWA in advance of the Services and (ii) be substantiated in accordance with the terms of the Contract. Services to be paid within the limits of the Allowance shall be specified, in advance of the Services, as either time and materials or lump sum. Any remaining balance of the Allowance upon completion of the Services or termination of the Contract shall be retained by GLWA and not paid to Consultant.

“Amendment” means any written modification to this Contract as Consultant and GLWA may duly approve and execute from time to time, in accordance with this Contract and the Procurement Policy.

"Associate(s)" means the Consultant’s personnel, employees, consultants, subcontractors, agents, and for indemnification purposes its parent company, associated company, affiliate or subsidiary, now existing or subsequently created, and their respective agents and employees.

"Contract" means this written professional services agreement executed between Consultant and GLWA, including each of its Exhibits A through C and Amendments, each such document being fully incorporated by reference herein, as approved by Consultant and GLWA in accordance with the Procurement Policy.

"Consultant" means the party that contracts with GLWA by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators, and assigns.

"Procurement Policy" means GLWA's document, entitled "Great Lakes Water Authority Procurement Policy", that establishes the way GLWA conducts the process of procuring the goods and services for the business of the organization, as the same may be amended from time to time.

"Records" means all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Services" means all work that is expressly set forth in Exhibit A, "Scope of Services", and all work necessarily required to be performed by Consultant to achieve the objectives of this Contract.

"Work Product" means the originals, or copies when originals are unavailable, of all materials prepared by Consultant under this Contract or in anticipation of this Contract, including but not limited to Technology (as defined in Section 3.02), data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically, electronically or optically stored, or kept in some other form.

Article 2. Engagement of Consultant

- 2.01 GLWA engages Consultant and Consultant agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract. If there shall be any dispute between the Parties regarding the extent, character, and progress of the Services to be performed or the quality of performance under this Contract, the reasonable interpretation and determination of GLWA shall govern.
- 2.02 The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by GLWA to ensure that Consultant will be able to properly and fully perform the objectives of this Contract.
- 2.03 All Services are subject to review and approval of GLWA for completeness and fulfillment of the requirements of this Contract. GLWA's review, approval and/or payment for any of the Services shall not be construed to waive or operate as a waiver of any rights under this Contract, and Consultant shall be and will remain liable in accordance with applicable law for all damages

to GLWA caused by Consultant's negligent performance or nonperformance of any of the Services furnished under this Contract.

- 2.04 The Services shall be performed as set forth in Exhibit A and at such locations as are deemed appropriate by GLWA and Consultant for the proper performance of the Services.
- 2.05 There are no third-party beneficiaries to this Contract and this Contract shall not be construed to benefit any persons other than GLWA and Consultant.
- 2.06 This Contract is not an exclusive services contract. During the term of this Contract, GLWA may contract with other firms and Consultant is free to render the same or similar services to other clients, provided the rendering of such services does not affect Consultant's obligations to GLWA in any way.
- 2.07 When the Services include the installation of certain equipment and/or products, Consultant shall review the proposed equipment/products to ensure that they are, at a minimum, "Energy Star" rated. All proposed equipment/product choices shall be reviewed by a qualified GLWA Energy Manager for approval only as to the sufficiency of the "Energy Star" rating and/or other applicable energy efficiency ratings; GLWA assumes no responsibility for the adequacy, capability or appropriateness of the equipment/product selected by Consultant as it relates to successful completion of the Services. Consultant shall supply all required documentation that will qualify GLWA for energy program incentives offered by other utilities provided, however, that the process of applying for energy program incentives will be the responsibility of the GLWA Energy Manager.

Article 3.
Consultant's Representations and Warranties

- 3.01 To induce GLWA to enter this Contract, Consultant represents and warrants that it is authorized to do business under the laws of the State of Michigan, is duly qualified to perform the Services, and that the execution of this Contract is within Consultant's authorized powers and is not in contravention of federal, state, or local law. Consultant further represents and warrants that this Contract has been duly authorized and executed by an individual authorized to bind Consultant to its terms and conditions in accordance with Consultant's requirements and procedures and constitutes a legal, valid, and binding obligation of Consultant.
- 3.02 Consultant makes the following representations and warranties as to any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, applications, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, or any other form, and the data retained or stored in said computer memory and data storage systems (collectively "Technology") it may provide under this Contract:
 - (a) That all Technology provided or made available to GLWA under this Contract shall perform according to the specifications and representations set forth in Exhibit A and

according to any other specifications and representations, including any manuals, user guides or the like, provided by Consultant to GLWA; and

- (b) That Consultant shall correct all errors in the Technology provided under this Contract so that such Technology will perform according to Consultant's published specifications; and
- (c) That Consultant has the full right and power to grant GLWA the rights to use the Technology provided pursuant to this Contract and that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party; and
- (d) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus" or "disabling code" that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology; and
- (e) That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.
- (f) That any Technology that it is provided to GLWA shall: (i) accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and (ii) use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date, and century.

Article 4.

Contract Effective Date and Time of Performance

- 4.01 The effective date of this Contract shall be the date upon which this Contract is duly authorized in accordance with the Procurement Policy, as may be amended from time to time.
- 4.02 Prior to the authorization of this Contract as set forth in Section 4.01, Consultant shall have no authority to begin work on this Contract, GLWA shall not authorize any payments to Consultant, nor shall GLWA incur any liability to pay for any services rendered or to reimburse Consultant for any expenditure.
- 4.03 The commencement and duration of Consultant's performance under this Contract shall be as set forth in Exhibit A.

Article 5.
Data to Be Furnished to Consultant

- 5.01 Copies of all information, reports, Records, and data (collectively, “Data”) as are existing, available, and deemed necessary by GLWA for the performance of the Services shall be furnished to Consultant upon Consultant's request. With the prior approval of GLWA, Consultant shall be permitted access to GLWA offices during regular business hours to obtain any necessary Data. In addition, GLWA shall schedule appropriate conferences at convenient times with administrative personnel of GLWA or other individuals designated by GLWA for the purpose of gathering such Data.

Article 6.
Consultant Associates and Contract Administration

- 6.01 Consultant, at its own expense, has obtained or will obtain all Associates and equipment required to perform the Services and all Associates are qualified and possess the requisite licenses or other legal qualifications to perform the Services assigned.
- 6.02 GLWA may interview Consultant's Associates assigned to this Contract. Consultant shall not use any Associates to whom GLWA objects and shall replace in an expedient manner those rejected by GLWA. In the absence of circumstances beyond its control, Consultant shall not, without the prior written consent of GLWA, remove or replace any Associate acceptable to GLWA with a new Associate until this Contract is terminated. Immediately upon receipt of written notification by GLWA, Consultant shall replace any Associate, including the Project Manager. In all cases in which an Associate must be replaced for any reason, Consultant shall supply an acceptable replacement as soon as possible, and shall not substitute a lower classified or less qualified Associate to perform the Services without obtaining the prior written approval of GLWA. Consultant will furnish the replacement Associate on a no-charge basis for the time necessary, as agreed to by GLWA, for any training or job orientation.
- 6.03 The relationship of Consultant to GLWA is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either Party or either Party's agent, subcontractor, or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the Parties or between either Party's agents, employees, or subcontractors. Consultant shall indemnify and hold GLWA harmless against any claim based in whole or in part on an allegation that Consultant or any of its Associates qualify as employees of GLWA, and any related costs or expenses, including but not limited to reasonable attorneys' fees and court costs.
- 6.04 Associates' daily working hours while working in or about a GLWA owned or operated facility shall be the same as those worked by GLWA employees working in that facility, unless otherwise directed by GLWA. Consultant shall comply with and shall require its Associates to comply with all health, safety, and security policies and procedures in effect at any GLWA owned or

operated facility. Associates assigned to provide Services under this Contract may be subject to a background check and GLWA security clearance.

- 6.05 Consultant waives any claim against GLWA and shall not hold GLWA liable for any personal injury or property damage incurred by its Associates unless a court of competent jurisdiction determines that a GLWA employee: (a) was acting within the scope of their employment, (b) was grossly negligent and (c) was the proximate cause of the personal injury or property damage. Consultant shall hold GLWA harmless from any such claim by Associates.
- 6.06 Consultant shall designate a project manager (“Project Manager”), acceptable to GLWA, to be responsible for all aspects of the Services. The person designated as the Project Manager may be changed by Consultant upon written notice of such change being provided to GLWA and upon GLWA’s prior written approval thereof. The Project Manager shall:
- (a) Coordinate its Associates’ work schedules, monitor performance goals and supervise the day-to-day activities of its Associates. All Associates will report directly to the Project Manager concerning all matters related to this Contract; and
 - (b) Act as the liaison between Consultant and GLWA. Day-to-day services to be performed by Consultant will be done in cooperation with the designated GLWA representative; and
 - (c) Submit a written report monthly describing progress on the Services (“Report”) and indicating those activities Consultant performed and those performed by its subcontractors. At regular and reasonable intervals, Consultant's supervisors, higher than the Project Manager (if any), will make checks and verifications on the Reports; and
 - (d) Inform GLWA as soon as the following types of conditions become known and include in the Report: (i) probable delays or adverse conditions which materially affect the ability to attain objectives or prevent meeting the time schedules, accompanied by a statement of any remedial actions taken or contemplated by Consultant; and (ii) favorable developments or events which enable attaining objectives or meeting time schedules sooner than anticipated.
- 6.07 Consultant and its Associates shall not influence GLWA's employees to seek employment with Consultant within the duration of this Contract and shall not for a period of one (1) year thereafter employ any of GLWA's employees without prior written approval from GLWA. If Consultant employs any GLWA employee within the Contract term or within one (1) year thereafter, Consultant shall pay GLWA a fee equal to 20% of the employee’s annual salary with Consultant, including any bonuses. Proof of such activity without the prior written consent of GLWA, as reasonably determined by GLWA, may be cause for the immediate termination of this Contract.

**Article 7.
Compensation**

- 7.01 GLWA shall pay Consultant for the complete and proper performance of the Services, inclusive of any reimbursable expenses, at the amounts and in the manner set forth in Exhibit B, "Compensation".

**Article 8.
Maintenance and Audit of Records**

- 8.01 Consultant shall maintain full and complete Records reflecting all its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion or termination date.
- 8.02 At GLWA's request, but not more often than once per year, Consultant shall allow GLWA or its designated representatives to audit its accounting and financial books and Records to the extent necessary to verify Consultant's charges to GLWA for a preceding twelve (12) month period and/or to audit Consultant's financial strength. Consultant will cooperate with and comply with all reasonable requests from GLWA or its designated representatives in connection with such audit. Upon completion of any such audit, any deficiencies noted shall be reported to Consultant in writing. Consultant shall promptly remedy and correct any such reported deficiencies within ten (10) calendar days of notification. Any costs disallowed as a result of an audit of the Records shall be repaid to GLWA by Consultant within thirty (30) calendar days of notification or may be set off by GLWA against any funds due and owing Consultant, provided, however, that Consultant shall remain liable for any disallowed costs exceeding the amount of the setoff. Each Party shall pay its own audit costs.
- 8.03 Consultant shall include the covenants contained in Sections 8.01 and 8.02 in any contract it has with any subcontractor or agent whose services will be charged directly or indirectly to GLWA for Services performed pursuant to this Contract.

**Article 9.
Indemnity**

- 9.01 Consultant shall indemnify and hold GLWA harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against GLWA or its officers, employees, agents or representatives by reason of any of the following occurring during the term of this Contract:
- (a) Any negligent or tortious act, error, or omission attributable in whole or in part to Consultant or any of its Associates, to the extent of such negligence; and
 - (b) Any failure by Consultant or any of its Associates to perform their obligations, either express or implied, under this Contract; and

(c) Any and all injury to the person or property of an employee of GLWA where such injury arises out of Consultant's or any of its Associates performance of this Contract.

9.02 Consultant shall examine all places where it will perform the Services to determine whether such places are safe for the performance of the Services. Consultant will not hold GLWA responsible for the risk of dangerous conditions when not performing Services inside GLWA owned or operated premises. Consultant waives and releases any claim or liability against GLWA for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned or operated by GLWA.

9.03 If any action shall be brought against GLWA by reason of any claim covered under this Article 9, Consultant, upon notice from GLWA, shall at its sole cost and expense indemnify the same.

9.04 It is Consultant's responsibility and not the responsibility of GLWA to safeguard the property that Consultant or its Associates use while performing this Contract and Consultant shall hold GLWA harmless for any loss of such property.

9.05 The indemnification obligation under this Article 9 shall not be limited by the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.

9.06 This Article 9 shall apply to all claims, whether litigated or not and Consultant shall indemnify and hold GLWA harmless against any such claims.

Article 10. Insurance

10.01 Consultant shall procure and maintain at its expense for the duration of the Contract insurance meeting the terms and conditions of Exhibit C, Insurance.

Article 11. Default and Termination

11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.

11.02 GLWA reserves the right to terminate this Contract for cause. Cause is an event of default.

(a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:

(1) Consultant fails to begin work in accordance with the terms of this Contract; or

- (2) Consultant, in the judgment of GLWA, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
 - (3) Consultant ceases to perform under the Contract; or
 - (4) GLWA reasonably believes the Services cannot be completed within the time provided and that the delay is attributable to conditions within Consultant's control; or
 - (5) Consultant, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the reasonable judgment of GLWA, to complete the Services within a reasonable time, and Consultant fails to sufficiently increase such work force when directed to do so by GLWA; or
 - (6) Consultant assigns, transfers, conveys, or otherwise disposes of this Contract in whole or in part without prior approval of GLWA; or
 - (7) Any GLWA officer or employee acquires an interest in this Contract to create a conflict of interest; or
 - (8) Consultant violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions, or orders of GLWA; or
 - (9) The performance of the Contract, in the sole and reasonable judgment of GLWA, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
 - (10) Consultant fails in any of the agreements set forth in this Contract; or
 - (11) Consultant ceases to conduct business in the normal course; or
 - (12) Consultant admits its inability to pay its debts generally as they become due.
- (b) If GLWA finds an event of default has occurred, GLWA may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Consultant shall have ten (10) calendar days from the date of the Notice of Termination for Cause within which to cure such default. If the default is cured within the ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of GLWA within the ten (10) day period, this Contract shall terminate on the eleventh calendar day after the date of the Notice of Termination for Cause, unless GLWA, in writing, gives Consultant additional time to cure the default. If the default is not cured to the satisfaction of GLWA within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.

- (c) If, after issuing a Notice of Termination for Cause, GLWA determines that Consultant was not in default, the rights and obligations of the Parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in GLWA's reasonable discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
- (d) Consultant shall be liable to GLWA for any damages sustained by GLWA as a result of Consultant's breach or any reasonable costs GLWA might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses, and other consultants. However, if Consultant makes a written offer prior to the initiation of litigation or arbitration, then GLWA shall not be entitled to such attorneys' fees unless GLWA declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of Consultant's last written offer prior to the initiation of litigation or arbitration. GLWA may withhold any payments to Consultant, in an amount not to exceed the amount claimed in good faith by GLWA to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to GLWA from Consultant is determined. Consultant shall remain liable for any damages GLWA sustains in excess of any setoff.

11.03 GLWA shall have the right to terminate this Contract at any time at its convenience by giving Consultant five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, GLWA shall pay Consultant: (a) the fees for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts provided for in Exhibit B; and (c) Consultant's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to Consultant shall be reduced by payments already paid to Consultant by GLWA. In no event shall GLWA pay Consultant more than the maximum price of this Contract.

11.04 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by GLWA, Consultant shall:

- (a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination; and
- (b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as GLWA shall specify, and place no further orders on subcontracts for material, services, or facilities and the like, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated; and
- (c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination; and
- (d) Preserve all Records and submit to GLWA such Records and reports as GLWA shall specify, and furnish to GLWA an inventory of all furnishings, equipment, and other

property purchased for the Contract, if any, and carry out such directives as GLWA may issue concerning the safeguarding or disposition of files and property; and

- (e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, subcontractors, lessors, and other parties, if any, to whom Consultant has become financially obligated pursuant to this Contract.

- 11.05 After termination of the Contract, each Party shall have the duty to assist the other Party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each Party.

Article 12. Assignment

- 12.01 Consultant shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of GLWA; however, claims for money due or to become due to Consultant may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to GLWA. If Consultant assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to the prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Services in this Contract.
- 12.02 GLWA shall be permitted to assign this Contract to any successor in interest without the prior consent of Consultant. Thereafter, and as soon as practicable, GLWA shall provide written notice to Consultant of the assignment.

Article 13. Subcontracting

- 13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of GLWA and, if required, any grantor agency. GLWA reserves the right to withhold approval of subcontracting such portions of the Services where GLWA determines that such subcontracting is not in GLWA's best interests.
- 13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the subcontractor and its Associates in all respects. Consultant shall bind each subcontractor and each subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that subcontractor.
- 13.03 No approval by GLWA of any proposed subcontractor, nor any subcontract, nor anything in this Contract, shall create or be deemed to create any rights in favor of a subcontractor and against GLWA, nor shall this Contract be deemed or construed to impose upon GLWA any obligation,

liability, or duty to a subcontractor, or to create any contractual relation whatsoever between a subcontractor and GLWA.

- 13.04 The provisions contained in this Article 13 shall apply to subcontracting by a subcontractor of any portion of the work or services included in an approved subcontract.
- 13.05 Consultant shall indemnify and hold GLWA harmless against any claims initiated against GLWA pursuant to any subcontracts Consultant enters in performance of this Contract. GLWA's approval of any subcontractor shall not relieve Consultant of any of its responsibilities, duties, and liabilities under this Contract. Consultant shall be solely responsible to GLWA for the acts or defaults of its subcontractors and of each subcontractors' Associates, each of whom shall for this purpose be deemed to be the agent or employee of Consultant.

Article 14. Conflict of Interest

- 14.01 Consultant affirms that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. Consultant further affirms that in the performance of this Contract no person having any such interest shall be employed by it.
- 14.02 Consultant affirms that no officer, agent, or employee of GLWA and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- 14.03 Consultant warrants that (a) it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for Consultant either directly or indirectly, and (b) if this warranty is breached, GLWA may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to Consultant under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.

Article 15. Confidential Information

- 15.01 In order that Consultant may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for GLWA to disclose confidential and proprietary information to Consultant or its Associates pertaining to GLWA's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, Consultant shall regard, and shall instruct its Associates to regard, all information gained as confidential and proprietary and such information shall not be disclosed to any organization or individual without the prior written consent of GLWA. The above obligation shall not apply to information already

in or which becomes available in the public domain or information required to be disclosed by a court order or other legal process.

- 15.02 Consultant shall take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

Article 16.
Compliance with Laws

- 16.01 Consultant shall comply with and shall require its Associates to comply with all applicable federal, state and local laws and shall hold GLWA harmless with respect to any damages arising from any violation of law by it or its Associates.

Article 17.
Amendments

- 17.01 GLWA may consider it in its best interests to modify the terms or conditions of this Contract or require Consultant to perform additional Services that are not set forth in Exhibit A. Modification of the Services may require that the compensation paid to Consultant by GLWA be proportionately adjusted, either increased or decreased, to reflect such modification. If GLWA and Consultant agree to any modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 17.02 Compensation shall not be adjusted unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, Consultant shall continue to perform the Services under this Contract until the dispute is resolved.
- 17.03 No Amendment to this Contract shall be effective and binding upon the Parties unless it expressly refers to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both Parties and is approved by GLWA as set forth in Section 4.01.
- 17.04 GLWA shall not be bound by Unauthorized Acts in any dealings with Consultant and any of its Associates. For purposes of this Section 17.04, "Unauthorized Acts" means any acts by a GLWA employee, agent or representative that are not set forth in this Contract and have not been approved as a part of this Contract.

Article 18.
Notices

- 18.01 Notice of Termination for Cause, Notice of Termination for Convenience, and Change of Address Notice shall be given in writing, mailed by postage prepaid, signed by the authorized representative of such Party and addressed as follows:

<p>If to GLWA:</p> <p>Great Lakes Water Authority 735 Randolph Street, 15th Floor Detroit, Michigan 48226 Attention: Chief Procurement Officer</p> <p>Email: ChiefProcurementOfficer@glwater.org</p>	<p>If to Consultant:</p> <p>Enter name of company Enter address Enter City, State Zip Code Attention: Enter name</p> <p>Email: Enter Email address</p>
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- 18.02 All other notices, consents, approvals, requests, and other communications required or permitted under this Contract may be given by a Party by e-mail at the e-mail addresses set forth in Section 18.01.
- 18.03 Either Party to this Contract may change its postal address and/or e-mail address at any time by giving notice of the address change to the other Party.
- 18.04 Notices shall be deemed given on the day of mailing or e-mailing.
- 18.05 Consultant agrees that any notice given in the manner specified in this Article 18 shall be sufficient and waives all claims relative to the sufficiency of such notice.

Article 19.
Proprietary Rights and Indemnity

- 19.01 Consultant shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to GLWA under this Contract shall not include Consultant’s proprietary rights, except to the extent licensed to GLWA.
- 19.02 GLWA shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.
- 19.03 The Parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from Consultant’s intellectual property, trade secrets or confidential information, said Discoveries shall: (a) be deemed “Work(s) for Hire”; (b) be promptly reported to GLWA and (c) belong solely and exclusively to GLWA without regard to their origin, and be treated by Consultant as GLWA’s confidential information. At GLWA's request, Consultant shall execute all documents and shall furnish all reasonable assistance requested to establish in GLWA all right, title and interest in said Discoveries or to enable GLWA to apply for United States patents or copyrights for said Discoveries.

- 19.04 Any Work Product provided by Consultant to GLWA under this Contract shall not be disclosed, published, copyrighted, or patented, in whole or in part, by Consultant. The right to the copyright or patent in such Work Product shall vest exclusively in GLWA. GLWA shall have unrestricted and exclusive authority to publish, disclose, distribute, and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the Great Lakes Water Authority."
- 19.05 In the event of any legal action by a third party against GLWA that GLWA's authorized use of the Services provided by Consultant under this Contract violates such third party's patent, copyright, trademark, trade secret or proprietary rights, Consultant shall, at its sole expense, indemnify and hold GLWA harmless against any loss, cost, expense, or liability arising out of such claim, whether or not such claim is successful.
- 19.06 Upon the expiration or termination of this Contract, all finished or unfinished Work Product shall become GLWA's sole and exclusive property whether in Consultant's possession or not. Work Product shall be free from any claim or retention of rights on the part of Consultant and shall promptly be delivered to GLWA. GLWA shall return all of Consultant's property to it. Any intentional failure or unreasonable delay on Consultant's part to deliver the Work Product to GLWA will cause irreparable harm to GLWA not adequately compensable in damages and for which GLWA has no adequate remedy at law and GLWA may, in such event, (a) seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief Consultant consents, and (b) seek and obtain all applicable damages and costs.

Article 20.
Force Majeure

- 20.01 No failure or delay in performance of this Contract, by either Party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics and pandemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise not within the control of a Party. In the event of a dispute between the Parties regarding what constitutes a force majeure event, the reasonable interpretation and determination of GLWA shall govern.

Article 21.
Waiver

- 21.01 No Party shall be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the Party.
- 21.02 No delay or omission on the part of either Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a waiver of any right on any future occasion.

21.03 The failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall not constitute a waiver of such covenant, agreement, term, condition, or breach.

Article 22.
Miscellaneous

22.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

22.02 This Contract contains the entire agreement between the Parties and all prior negotiations and agreements are merged into this Contract.

22.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.

22.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.

22.05 This Contract and all actions arising under it shall be governed by the laws of the State of Michigan. Consultant consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. Consultant shall not commence any action against GLWA arising out of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

22.06 If any Associate shall take any action that, if done by the Consultant, would constitute a breach of this Contract, the same shall be deemed a breach by Consultant.

22.07 No rights or remedies are, or shall be, acquired by Consultant by implication or otherwise unless expressly set forth in this Contract.

22.08 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "GLWA" shall be deemed to include the Great Lakes Water Authority and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.

22.09 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract.

22.10 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.

- 22.11 The rights and benefits under this Contract shall inure to GLWA and its agents, successors, and assigns.
- 22.12 Consultant waives any defense it may have to the validity of the execution of this Contract.
- 22.13 GLWA shall have the right to recover by setoff from any payment owed to Consultant any amounts owed to GLWA by Consultant under this Contract or other contracts, and any other debt owed to GLWA by Consultant.
- 22.14 No term or condition of this Contract shall be construed to abrogate the governmental immunity granted to GLWA by law.
- 22.15 Unless explicitly stated otherwise, the rights and remedies of GLWA set forth in this Contract are not exclusive and are in addition to any of the rights and remedies provided by law or equity.
- 22.16 Consultant shall be subject to GLWA’s “Vendor Performance Assessment”, and the results thereof may impact its future engagements with GLWA.
- 22.17 When the Services requires adherence to GLWA’s Business Inclusion and Diversity (B.I.D.) Program as set forth in the Procurement Policy, Consultant shall use its best efforts to ensure compliance with Consultant's “Diversity Plan”, as finalized and approved by GLWA upon execution of this Contract. GLWA may monitor and assess Consultant's compliance with Consultant's “Diversity Plan” during the term of this Contract.

(Signatures appear on next page)

Accordingly, GLWA and Consultant, by and through their duly authorized officers and representatives, have executed this Contract as follows:

Enter Consultant name:

By: _____
Signature

Print Name

Its: _____
Title

Dated: _____

Great Lakes Water Authority:

By: _____
Choose an item.

Its: Enter title

Dated: _____

APPROVED AS TO FORM BY
GLWA GENERAL COUNSEL: _____
Signature/Date

APPROVED BY GLWA
BOARD OF DIRECTORS: Not Applicable Click or tap to enter a date

EXHIBIT A
SCOPE OF SERVICES

I. Contract Term

The term of this Contract shall begin on December 1, 2023 and shall terminate on November 30, 2026.

II. Services to be Performed

Consultant shall perform the following Services:

1. Brand Awareness/Positioning
 - a. Develop a dynamic communications strategy with a focus on proactive media outreach for all GLWA programs (such as, but not limited to WRAP, Member Partner Charges, Linear System Integrity Program, Capital Projects/Investments, major financings, etc.), as well as key accomplishments of GLWA and its staff.
 - b. Work with GLWA on the continued refinement of its brand messaging.
 - c. Serve as main point of contact for GLWA media inquiries.
 - d. Cultivate and maintain relationships with reporters and editors at key media publications, outlets, programs, etc.
 - e. Work with GLWA to respond to and/or counteract any media that undermines the communication goals of GLWA.
 - f. Identify current news cycle topics to position GLWA as a thought leader in southeast Michigan, as well as the water/wastewater sector.
 - g. Identify speaking opportunities (local/regional) where relevant topics are being discussed in which GLWA can participate to position GLWA as a thought leader in southeast Michigan and beyond.
 - h. Provide media representation (24/7) through Consultant's designated spokesperson.
 - i. Assist in writing the annual "Year in Review" report and designing layout for print and digital formats.
 - j. Attend GLWA board meetings and member outreach meetings, as necessary and requested by the GLWA project manager.

2. Reputation/Crisis Management
 - a. Provide executive level counsel in crisis management situations, as necessary.
 - b. Condense complex technical information into understandable messaging.
 - c. Have local personnel, available 24/7, to assist with responses to urgent matters. Consultant's personnel must be available to arrive on location at GLWA's designated site or facility within 30 minutes of notification by phone call.
3. Internal Communications
 - a. Work with GLWA to conduct its bi-annual internal communications survey (focus groups/print and online tool).
4. Coaching and Training
 - a. Provide media training for GLWA Board of Directors, Executive Staff, and others, as designated by GLWA.
5. Reporting
 - a. In addition to those items noted in Services to be provided, GLWA also requires:
 - i. Traditional (monthly) and social media (monthly and quarterly) metrics reports;
 - ii. Weekly check-in meetings (virtual and/or in-person);
 - iii. Weekly status update reports; and
 - iv. Monthly actual to budget reports.

(End Exhibit A)

EXHIBIT B
COMPENSATION

I. Contract Amount

GLWA shall pay Consultant for the complete and proper performance of the Services an amount not to exceed the sum of Enter amount in words and 00/100 Dollars (\$Enter amount in numbers), inclusive of any reimbursable expenses, as set forth in this Exhibit B. If reimbursable expenses are to be provided, they shall be delineated in this Exhibit B. Unless this Contract is amended pursuant to Article 17, this amount shall be the entire compensation to which Consultant is entitled for the performance of the Services.

II. Cost of Services and Invoicing

- a. The fee schedule below states the maximum hourly billable rate Consultant may charge GLWA for performance under this Contract.

Classification/Title	Billable Hourly Rate

- b. Each invoice shall itemize, provide, and confirm:
1. The purchase order number; and
 2. The cost of all Services for the subject billing period; and
 3. The total cost of the Services paid to date, not including this invoice; and
 4. The date of each Service performed; and
 5. A brief description of the Service performed; and
 6. The name and classification/title of the person who performed the Service (each item should refer to only one person); and
 7. The billable hourly rate of the person who performed the Service; and
 8. The amount of time expended on performing the Service; and
 9. If and as applicable, each eligible reimbursable expense for which reimbursement is sought, including copies of receipts for each claimed expense and, in the case of mileage, a printout of Map Quest directions or other software that automatically calculates the IRS reimbursement amount.

III. Invoicing; General

- a. Payment for the proper performance of the Services shall be contingent upon receipt by GLWA of accurate, complete, and timely invoices from Consultant and shall be made within forty-five (45) days after receipt of a proper invoice which conforms to the requirements of this Exhibit B.
- b. Invoices shall be submitted electronically each month and must be received by GLWA not more than thirty (30) days after the close of the immediately preceding calendar month. Invoices shall be submitted by E-mail to: accountspayable@glwater.org.
- c. The GLWA project manager and individual responsible for approving Consultant invoices under this Contract is:

Michelle Zdrodowski, Chief Public Affairs Officer
Great Lakes Water Authority
735 Randolph Street
Detroit, Michigan 48226
Email: Michelle.Zdrodowski@glwater.org

IV. Reimbursable Expenses

- a. Consultant shall be paid for its reimbursable expenses which shall be the actual cost incurred by Consultant for expenses advanced on behalf of GLWA in connection with the Services performed by Consultant, in accordance with the terms set forth below.
- b. Reimbursable Expenses: The following expenses shall be invoiced at the rates which represent the actual costs of Consultant: parking, necessary local deliveries, toll or long-distance telephone charges, postage, express mail services, outside printing and photocopying, notary fees, and miscellaneous like expenses directly related and necessary for rendering the Services. Outside printing rates shall be ascertained by contacting at least three (3) commercial agencies and selecting the lowest minimum charge.
- c. Mileage: Mileage for the use of privately-owned vehicles (POV) shall be reimbursed at the U.S. General Services Administration (GSA) approved rates at the time of travel. POV gasoline, repair, towing, insurance, and other costs related to vehicle operation are not reimbursable; such costs are covered in the mileage allowance. Rates for POV mileage can be found at <https://www.gsa.gov/portal/category/26429>.
- d. Non-Reimbursable Expenses: Charges related to in-house printing and photocopying, and electronic (online) data research are not reimbursable. GLWA will not pay any charges relating to the preparation or processing of this Contract or of invoices by Consultant.

- e. To obtain reimbursement for costs or expenses not enumerated herein, Consultant shall submit to GLWA Chief Public Affairs Officer a written request for approval of such costs or expenses *prior* to incurring them.
- f. Reimbursable expenses shall not exceed \$10,000.00.

(End Exhibit B)

EXHIBIT C
INSURANCE

I. Coverage Types, Amounts and Endorsements

- a. Consultant shall procure and maintain at its expense, for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services and the results of those Services by Consultant, its agents, representatives, employees, or subcontractors, as marked below and as otherwise required by this Exhibit C.

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
<input checked="" type="checkbox"/> Workers' Compensation	Statutory Limits Mandated by Law
<input checked="" type="checkbox"/> Employers' Liability	\$1,000,000 Each Accident \$1,000,000 Disease Each Employee \$1,000,000 Disease Policy Limit
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 Personal/Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations
<input checked="" type="checkbox"/> Automobile Liability (Covering Any Auto including Owned, Hired and Non-Owned vehicles)	\$1,000,000 Combined Single Limit
<input checked="" type="checkbox"/> Umbrella/Excess Liability (Providing excess limits over the Commercial General Liability, Auto Liability and Employers' Liability policies)	\$4,000,000 Each Occurrence \$4,000,000 Aggregate
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)	\$3,000,000 Any One Claim

- c. Consultant or its insurer shall provide to GLWA thirty (30) days' written notice of cancellation of any policy required by this Contract and ten (10) days' written notice of cancellation due to non-payment of premium.
- d. If any work is subcontracted in connection with this Contract, Consultant shall require each subcontractor to effect and maintain the types and amounts of insurance which, in Consultant's sole judgment, shall be appropriate to the work conducted by each such subcontractor. GLWA shall have the right to request copies of any subcontractor certificates of insurance.
- e. Consultant shall be responsible for the payment of all deductibles and/or self-insured retentions contained in any insurance required under this Contract. The provisions requiring Consultant to carry the specified insurance shall not be construed in any manner as waiving or restricting the liability of Consultant.
- f. If Consultant maintains broader coverage and/or higher limits than the minimums marked above, GLWA requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant.
- g. Failure to comply with any term or condition of this Exhibit C shall constitute a material breach of this Contract.

(End Exhibit C)



GLWA Procurement Solicitation

Advertisement Date:
5/17/2023

Contract No.:
2301145

Issuing Buyer/Email Address:
Joan Salwasser/ Joan.Salwasser@glwater.org

Project/Contract Title: 2301145 – Communication & Marketing Services
Solicitation Cover/Instructions to Vendors

Section 1. General Solicitation Details

This is a Request for Proposal issued by the Great Lakes Water Authority (“GLWA”) seeking proposals from experienced and qualified vendors for Communication and Marketing Services (referred to herein as the “Services”).

All provisions of this solicitation and the successful proposal, as may be negotiated, shall establish, and comprise the Contract executed by the parties. Capitalized terms used in this solicitation, if not otherwise defined herein, shall have the meaning ascribed in the Contract (see Attachment No. 1).

Solicitation Meeting	Attendance: Optional Date: Friday, June 2, 2023 Time: 9:00 AM EST Location: Virtual – Microsoft Teams Site Tour: Not Applicable RSVP: By Wednesday, May 31, 2023, 12:00 PM EST, via email to Buyer listed above
Questions	All questions must be sent through https://glwater.bonfirehub.com/portal Question Due Date/Time: Thursday, June 8, 2023, 12:00 PM EST
Due Date	Date: Friday, June 23, 2023 Time: 12:00 PM EST Late submittals will not be accepted.

Section 2. Project Overview/Background

GLWA is the largest water and wastewater authority in the state of Michigan. GLWA provides clean, safe drinking water to nearly 40 percent of the Michigan population, and efficient and effective wastewater services to nearly 30 percent of the state.

GLWA leases five (5) water treatment facilities and a water resource recovery facility, as well as its supporting infrastructure, from the city of Detroit for an allocation of \$50 million per year. GLWA distributes finished drinking water to 88 member partners across 112 communities in eight (8) southeast Michigan counties, which is equivalent to approximately 3.8 million people. Wastewater conveyance and treatment services are provided to 19 member partners across 79 communities in addition to the city of Detroit, which is equivalent to approximately 2.8 million people.

GLWA is an important example of regional collaboration in southeast Michigan. When it was established in 2015, the city of Detroit, the counties of Wayne, Oakland, and Macomb, and the state of Michigan united in



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creating a new, independent regional authority that ensures both city and suburban water and wastewater member partners have a powerful, collaborative voice in the direction of one of the largest water and wastewater utilities in the United States.

In keeping with the spirit of collaboration from which GLWA was created, it is governed by a Board of Directors that includes one representative each from Oakland, Macomb, and Wayne counties, as well as two representatives from the city of Detroit, and one representative appointed by the governor of the state of Michigan to represent member partner communities outside the tri-county area. Setting the tone for this collaboration, GLWA changed its reference from customers to member partners and entered into a One Water Partnership Agreement drafted by and with these agencies to intentionally commit to how we will work in full partnership with those we serve in the interest of the end consumer and the region.

Key issues for consideration:

1. As an entity that is less than 10 years old, there is limited awareness of GLWA and its purpose/functions outside of GLWA's members partners and its technical representatives.
2. GLWA's business model is one that delivers service solely to wholesale customers (i.e., cities, villages, townships, and other smaller regional utility systems) rather than individual households or businesses (i.e., retail services to individual properties/accounts).
3. GLWA's charge-setting process is complex, and work is needed on understandable messaging for key stakeholders.
4. GLWA's system is vast and complex, and work is necessary to help the public understand its basic operations and the work GLWA does to maintain and improve the system.
5. GLWA was formed to drive efficiency, capital improvement, improve capital and labor management for wholesale water and sewer services. Good progress has been made and an excellent story exists for sharing with local, regional, statewide media, as well as water/wastewater sector publications.
6. In addition to being positioned as a provider of choice for water/wastewater treatment services, it is critical for GLWA to be viewed as an employer of choice.
7. GLWA is committed to being a strategic partner with its members, not only providing water of unquestionable quality, but value-added services leveraging our resources for their benefit including, but not limited to, cooperative purchasing, video services, guidance on regulatory issues, and cutting-edge research.
8. Dissemination of financial information to stakeholders and investors (bond holders) is critical.

NOTE: Key issues may be added or revised through discussions with GLWA leadership.

GLWA requests written proposals from qualified vendors ("Consultant") to provide public relations and marketing strategy development and representation. Consultant will provide communication, marketing, and representation services to GLWA as it grows and reinforces its brand identity throughout its eight-county service area.

(Solicitation Cover continues on next page)



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Section 3. Minimum Qualifications

1. Consultant shall possess a minimum of ten (10) years of demonstrable detailed experience in the public relations/marketing business, providing services comparable to the scope of Services specifically described for in Exhibit A of Attachment No. 1.
2. Consultant shall provide at least three (3) comparable communications strategy examples/projects completed within the last three (3) years, detailing the type of project involved and the services provided.
3. Consultant shall have verifiable experience securing media placements (i.e., print, digital and broadcast) with local, regional, statewide, and national media.
4. Consultant shall have verifiable crisis communications experience.
5. Consultant shall have established working relationships with local, regional, statewide, and national media (i.e., print, digital, and broadcast).
6. Consultant shall have experience designing print/digital annual reports.
7. Consultant shall have experience conducting focus groups and satisfaction surveys (online and print).
8. Consultant shall have experience conducting media training for executive/board leadership, management, and staff.

Section 4. General Contract Details

Contract Terms and Conditions	The terms and conditions of the Contract, including insurance requirements, are set forth in Attachment No. 1.
Contract Duration	The duration of the Contract is set forth in Attachment No. 1 and the estimated start Work date is December 1, 2023.
Specialized Funding	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Federal <input type="checkbox"/> State Revolving Fund (Equivalency) <input type="checkbox"/> State Revolving Fund (Non-Equivalency)
Business Inclusion and Diversity (B.I.D)	<input type="checkbox"/> The B.I.D. Program Applies <input checked="" type="checkbox"/> The B.I.D. Program Does Not Apply
Required Bonds	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Bid Bond – 5% of Bid Price <input type="checkbox"/> Performance Bond – 100% of Contract Price <input type="checkbox"/> Payment Bond – 100% of Contract Price
Liquidated Damages	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Substantial Completion (See Attachment No. 1 for Amount) <input type="checkbox"/> Final Completion (See Attachment No. 1 for Amount)



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Section 5. Additional Solicitation Documents and Required Submittals

The following documents are found in Bonfire and should be reviewed to aid in responding to this solicitation. Failure to submit those documents marked as “Required Submittal” may result in vendor’s response being deemed as nonresponsive.

#	Title	Required Submittal
1	Administrative Items Questionnaire	<input checked="" type="checkbox"/>
2	Bid Tab/Cost Proposal	<input checked="" type="checkbox"/>
3	Technical Proposal; Appendix A, B, and C	<input checked="" type="checkbox"/>
4	Attachment No. 1 GLWA Professional Services Contract	<input type="checkbox"/>
5	Attachment No. 2 Vendor Certifications (FSA_PRO_FOR_0015)	<input checked="" type="checkbox"/>

Late Bids/Proposals will not be Accepted



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Evaluation Criteria, Submittal Requirements and Format

Evaluation Criteria

Request for Proposal (RFP)

Evaluation Criteria	Weight
Technical Work Plan (Appendix A)	40%
Experience and Qualifications (Appendix B)	30%
Project Team and Key Individuals (Appendix C)	30%
Total	100%

Submittal Requirements

Vendors shall use the solicitation documents in preparing responses; GLWA shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP documents.

Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and will be considered in the evaluation of the responses to this RFP. Since all or a portion of the successful responses may be incorporated into an ensuing contract, vendors are cautioned not to make any claim or statement that cannot subsequently be included in a legally binding agreement.

Failure to submit required documents may result in your response to this solicitation deemed nonresponsive.

1. Administrative Items Questionnaire (as listed in Bonfire)
2. Vendor Certifications Regarding Debarment, Equal Opportunity, Non-Collusion and Agreement to Contract Terms and Conditions (FSA_PRO_FOR_0015)
3. Cost proposal separately as a bid tab (as listed in Bonfire)
4. Appendices A-C with a 30-page limit, excluding resumes, in twelve-point font, not including resumes.

Oral Interviews - Oral interviews (if required) - Each short-listed vendor may be required to present a formal presentation or provide further clarification on their proposal. If applicable, only short-listed vendors will be offered the opportunity for an oral interview.

Cost Proposals - For Quality Based Selection (QBS), the cost component is not scored, however, it may be considered in the final recommendation for award. The cost proposal is a fixed price contract. Services with a minimum charge also should be noted as such



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Appendix A – Technical Work Plan

1. Understanding of Project - Provide a concept narrative clearly explaining the scope of the offering.
2. Proposed Work Plan – Provide a Work Plan that addresses how the Scope of Work will be completed. The Work Plan shall address the vendor’s approach to all tasks in the Scope of Work and shall be written to differentiate it from other responses. Include critical evaluations and decisions that must be made to efficiently complete all elements of the Work. The Work Plan shall explain how the Work will be carried out, by whom, and with what participation required by GLWA. Include approaches for:
 - a. Brand Awareness/Positioning
 - b. Reputation/Crisis Management
 - c. Internal Communications (specific to surveying of team members)
 - d. Media Coaching and Training
3. Assumptions – Identify all assumptions made in developing the response to this RFP.
4. Conflict Resolution/Claim Avoidance – Provide a plan for claim avoidance and non-adversarial resolution of change issues with GLWA.
5. GLWA’s Role – Clearly identify the proposed role of GLWA in the project and to what extent will GLWA be encouraged to participate and/or required.

Appendix B – Experience and Qualifications

1. Overview of Vendor’s Firm(s) - Provide a brief history for each firm performing key roles on the project. The history must identify when the firm was established, its type of business, relationships with parent, subsidiary and associated companies, major office locations and customer base. Provide partnership or joint venture agreements or corporation documents identifying the owner(s) of the firm and fully describing the firms' relationships.
2. Organization (provide organization chart) - Describe and furnish an organizational chart for the proposed project team indicating the proposed contractual relationship(s) between the firm(s), if any, and the name and employer of each key individual proposed for this project. Identify all Work which is planned to be subcontracted. Identify everyone on the team (by discipline), and the nominated designer of record.
3. Describe the general character of the work performed by your organization.
4. Years’ experience in work similar in character and scope to the Work described under this solicitation:
_____ as a Vendor (Contractor/Consultant) _____ as a Sub-Contractor



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5. Years' experience with Utilities and/or Government entities.
_____ as a Vendor (Contractor/Consultant) _____ as a Sub-Contractor

6. Project References - Provide 3 references, similar projects, as referenced in the minimum requirements stated in this solicitation using the following format in Table 1 below:

Project Name:			
Client Name (Project Owner):			
Contact Person:			
Telephone No.:		Email Address:	
Project Description:			
Prime or Subcontractor for this project:			
Start Date:		End Date:	
Original Project Budget:		% of Original Budget	
Final Project Budget:		% of Final Budget	
Original Completion Date:		Final Completion Date:	
If Project Budget or Time was Increased, provide an explanation:			

Table 1

Appendix C – Project Team and Key Individuals

1. Key Individuals - Provide staff resumes for all individuals assigned to this project.

2. Project Team - Summarize the roles and pertinent experience of each key individual and indicate the percentage of time planned for them to be dedicated to this project using the following format in Table 2 below:

Part 1 Summary of contractor's current involvement with all projects:					
	Contract No.	Client Name	Involvement Time	Contract Title	Type of Involvement
Involvement time for this project					
Other Projects					
Part 2 Explain how the commitments listed under part 1 will impact performance on this project.					
Part 3 Explain how the project manager or consultant representatives allocated percentage of time to this contract will be utilized.					

Table 2



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- 3. Staff experience - Identify by name and title the individuals the vendor considers to be key to the successful completion of this project using the format in Table 3 below.

No.	Staff Name	Employer Name	Total Years of Related Exp.	Related Projects	Project Role
1					
2					
3					
4					
5					
6					

Table 3

End Solicitation Cover



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Instructions to Vendors

1. GENERAL INFORMATION

- 1.1. Any vendor interested in submitting a response to this solicitation is required to be registered with Bonfire 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" (form FSA_PRO_FOR_0013) to this solicitation.

2. ADDENDA

- 2.1. It is the responsibility of vendor to check for any addenda posted on Bonfire and to make inquiry as to any changes issued thereby. Only such written addenda issued by GLWA shall constitute revisions to this solicitation. Vendor is 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 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, 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. Vendor shall submit the latest revision of any form or attachment issued by an addendum with its response.

3. PREPARATION OF RESPONSE

- 3.1. GLWA shall have no responsibility and shall not reimburse 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. Vendor is 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.



GLWA Procurement Solicitation

Advertisement Date:
5/17/2023

Contract No.:
2301145

Issuing Buyer/Email Address:
Joan Salwasser/ Joan.Salwasser@glwater.org

Project/Contract Title: 2301145 – Communication & Marketing Services
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3.3. Documents included with this solicitation are for vendor’s information and convenience only. If 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 the 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 vendor shall be required to pay prevailing wage rates in compliance with the Davis-Bacon Act. The state of Michigan does not have a prevailing wage rate law.

5. SECURITY FOR SOLICITATION

5.1. If security is required for this solicitation (see “Solicitation Cover”, form FSA_PRO_FOR_0013), 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. Vendor shall be prepared to retain specific subcontractors, suppliers, or other individuals or entities for the performance of the work if required by the solicitation documents to do so. If vendor objects to retaining any specified subcontractor, supplier, or other individual or entity, 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 vendor prior to awarding the contract. In such event, vendor shall promptly nominate a qualified substitute or state that it shall self-perform the work involved, if qualified to do so. If vendor



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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 vendor's submission of its response to this solicitation, 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 (see form FSA_PRO-FOR-0026 titled "Schedule of Manufacturers and Suppliers" and/or the bid form posted on Bonfire) and any "or-equal" or substitute materials and equipment subsequently approved by GLWA by addendum. 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 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 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

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



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- 10.1. Vendor's response shall not be withdrawn unless 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 ChiefProcurementOfficer@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. 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 vendor's violation of an affirmative legal duty or culpable negligence.
- 10.4. Upon completion of the review, GLWA shall notify 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 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. GLWA reserves the right to reject any and all responses to this solicitation including, without limitation, nonconforming, nonresponsive, unbalanced or conditional responses. GLWA shall reject the response of any vendor that GLWA finds, after reasonable inquiry and evaluation, to not be responsible. If vendor purports to add terms or conditions to its response, takes exception to any provision of the solicitation documents, or alters any template provided by GLWA for vendor's response, then GLWA may reject the response as nonresponsive.
- 11.2. 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.



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11.3. 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. Vendor is advised that an award for “Requests for Information” and “Requests for Qualifications” will not be made unless explicitly stated in the solicitation.

12. REJECTION OF RESPONSE AND NON-AWARD DETERMINATION

12.1. Rejection of Response

GLWA reserves the right to waive any minor deviations, irregularities and informalities in the response. In addition, GLWA reserves the right to reject a bid if:

- 12.1.1. Vendor has been debarred or suspended from consideration for award of contracts by any state or any federal agency; or
- 12.1.2. Any principals or agents of vendor’s corporation have been convicted of a felony in any state (including Michigan) within the three (3) years prior to the date of solicitation opening; or
- 12.1.3. Vendor has a lack of adequate experience or demonstrated qualifications or capability to perform the classification of work required under this solicitation; or
- 12.1.4. There is reasonable doubt concerning vendor’s ability to maintain adequate equipment or financing during the period allowed for the completion of the work; or
- 12.1.5. Vendor is ineligible to enter into a contract with GLWA for any reason including, but not limited to, vendor’s termination for cause on a GLWA contract within the three (3) years prior to the date of solicitation opening; or
- 12.1.6. Vendor has concealed, misrepresented, or misstated any material fact in its response to this solicitation; or
- 12.1.7. Vendor’s response contains unit prices that are, in the opinion of GLWA, unbalanced; or
- 12.1.8. Vendor, any proposed subcontractor and/or supplier is not responsible as determined by GLWA; or
- 12.1.9. There are reasonable grounds to conclude that collusion or unlawful agreements exist between any vendors responding to this solicitation.
- 12.1.10. Vendor has taken exception to the terms and conditions of the GLWA contract and/or has proposed additional or modified contract terms and conditions other than those related to scope of work or services and the price, therefore.



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12.2. Non-Award Determination

If any grounds for the rejection of a response from the vendor under consideration for award are found pursuant to subsection A above, 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. If that vendor has any objection to the “Non-Award Determination”, such vendor shall, within two (2) business days after receipt of such notice, file a written protest in accordance with the GLWA Procurement Policy (<https://www.glwater.org/vendors/doing-business-with-glwa/>).

13. 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.

14. POST-AWARD

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

14.2. 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.

End of Instructions to Vendors



Project/Contract Documents

Project/Contract No.:
Contra2301145ct number

Document Title:
Vendor Certifications

Project/Contract Title:
Communications & Marketing Services

Vendor Certifications Regarding Debarment, Equal Opportunity, Non-Collusion and Agreement to Contract Terms and Conditions

I, the undersigned, am a representative of _____, (“Vendor”), and affirm that I am authorized to make the following certifications on behalf of Vendor, its owners, and principals. Vendor acknowledges that the below certifications are material to this solicitation and any contract or purchase order (collectively, “Contract”) resulting therefrom and will be relied on by the Great Lakes Water Authority (“GLWA”) in awarding the Contract. Vendor acknowledges that any fraud, misrepresentation, or falsification in these certifications is and shall be treated as fraudulent concealment from GLWA of the true facts relating to the submission of Vendor’s offer and subject Vendor to certain penalties, including loss of the Contract or debarment, as further stated herein.

Part I. Debarment Certification

A. Debarment Pursuant to Federal Law.

Vendor certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
2. Have not, within the three-year period preceding Vendor’s offer on this solicitation, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding Vendor’s offer on this solicitation, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - b. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

Vendor understands that a false statement on this Debarment Certification may be grounds for the rejection of Vendor’s offer under this solicitation or the termination of an award thereunder. In addition, under 18 U.S.C. §1001, a false statement may result in a fine or imprisonment for up to five years, or both.



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B. Debarment Pursuant to GLWA Procurement Policy.

Vendor certifies that:

1. It has read and understands the GLWA Procurement Policy (“Policy”) located at glwater.org/vendors, and in particular, Section 13 – Vendor Suspension/Debarment.
2. No federal, state, or local government entity has found Vendor (as defined in footnote 2 of the Policy) in violation of Section 13.1(a) through (p) in the past three (3) years.

Vendor is unable to certify to all the above statements. Attached is Vendor’s explanation.

Part II. Equal Opportunity Certification

1. Vendor makes this Equal Opportunity Certification (“EOC”) with GLWA, effective upon the execution of a Contract between Vendor and GLWA resulting from this solicitation, obligating Vendor and all sub-contractors on the Contract to not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the Contract, with respect to their hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.
2. Vendor shall ensure that all potential sub-contractors on the Contract are reported to GLWA and that each such sub-contractor has executed its own EOC prior to working on the Contract.
3. Furthermore, Vendor understands that this EOC is valid for the duration of the Contract and that a breach of this EOC shall be deemed a material breach of the Contract.

Part III. Non-Collusion Certification

Vendor certifies that:

1. The prices in and amount of this offer have been arrived at independently and without consultation, communication, or agreement with any other vendor or potential vendor.
2. Neither the prices nor the amount of this offer, and neither the approximate prices nor the approximate amount of this offer, have been disclosed to any other firm or person that is a vendor or potential vendor to this solicitation, and the same shall not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from offering on this solicitation, or to submit a cost higher than this offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.
4. The offer of Vendor is made in good faith and fair dealing and not pursuant to any agreement or discussion with, or inducement from, any firm or person.



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- 5. Vendor, its affiliates, subsidiaries, principals, officers, directors, partners, members, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable in any jurisdiction for any act prohibited by state or federal law involving conspiracy or collusion with respect to public contracting, except as follows:

_____.

PART IV. Certification of Agreement to Contract Terms and Conditions

Vendor certifies that:

- 1. Vendor’s submission of this offer constitutes its understanding of the requirements of the solicitation, including any addenda issued thereto, and full acceptance of all terms and conditions of the Contract and Vendor makes its offer subject thereto.
- 2. If awarded the Contract, Vendor (i) shall not take any exception to any term or condition in the GLWA Contract, and (ii) shall not propose any additional or modified contract terms and conditions provided, however, that for requests for proposals, invitations to quote and requests for qualifications the terms of this paragraph 2 shall not prohibit GLWA and Vendor from negotiating the scope of the work or services and the price therefor.
- 3. It understands that violation of the terms of paragraph 2 of this Part IV shall result in Vendor’s disqualification under this solicitation and rejection of its offer.
- 4. If awarded the Contract, Vendor shall within ten (10) business days of receipt of the final Contract return to GLWA a fully executed Contract, certificates of insurance meeting the requirements of the Contract, and any required bonds or other administrative documents. Failure to do so shall result in the immediate loss of the Contract award.

Accordingly, Vendor, by its authorized signature below, acknowledges its agreement with the foregoing certifications.

(Vendor):

Print Name: _____

Title: _____

Dated: _____

Signature: _____