

**MUSKEGON COMMUNITY COLLEGE
REQUEST FOR PROPOSAL**

Lakeshore Fitness Center Lease of Facility

**Issue Date: July 1, 2020
Proposals Due Date: July 24, 2020
Optional Walk through: July 9, 2020
Interviews: July 27 - 28, 2020**

**RFP Coordinator: Mike Council
Purchasing and Financial Services Manager
221 S. Quarterline Road
Muskegon, MI 49442
Telephone: (231) 777- 0669
Email: Mike.Council@muskegoncc.edu**

FROM THE TIME THIS RFP IS ISSUED UNTIL AWARD NOTFICATION IS MADE, ALL CONTACT WITH MCC REGARDING THIS RFP MUST BE MADE THROUGH THE MCC RFP COORDINATOR. NO OTHER PERSON/MCC EMPLOYEE IS EMPOWERED TO MAKE BINDING STATEMENTS REGARDING THIS RFP. VIOLATION OF THIS PROVISION MAY LEAD TO DISQUALIFICATION FROM THE BIDDING PROCESS AT MCC'S DISCRETION

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PART I INTRODUCTION

A. PURPOSE

Muskegon Community College is seeking proposals to lease the Lakeshore Fitness Center for a period of six (6) months for the purpose of operating the Center as a fitness facility. The lease period would be from September 1, 2020 to February 28, 2021

B. SCOPE & TIMELINE FOR BID SUBMISSION

If selected, the proposer will be expected to, at its expense, operate the Lakeshore Fitness Center and maintain the facility, its equipment and grounds. It is the sole responsibility of the proposer to assure that their proposal is received by Muskegon Community College prior to the time specified. One (1) original and eight (8) identical copies and an electronic file should be submitted to the following address by 2:00 p.m., July 24, 2020:

Muskegon Community College
Attn: Mike Council
221 S. Quarterline Rd.
Muskegon, MI 49442

C. BACKGROUND

MCC was founded as Muskegon Junior College in 1926, and has been continually accredited by the Higher Learning Commission of North Central Association since 1929. MCC moved to its current campus location, an Alden B. Dow designed facility that opened to the public in 1967.

In 1995, the Stevenson Center for Higher Education opened, comprising a consortium of Ferris State University, Grand Valley State University, and Western Michigan University, designed to increase access to educational opportunities for Muskegon residents. In 2010 the Outdoor Learning Lab, a focal point of green technology and center for MCC's new Alternative and Renewable Energy certificate program opened. MCC is currently located on a 111-acre campus in Muskegon, with extension centers in Fremont, Grand Haven, Newaygo and Whitehall.

In 2013, MCC received approval and funding for a construction and renovation project involving four major areas that include: Science, Technology, Engineering, and Math (STEM) Center, MCC Muskegon Downtown Center, Health and Physical Education Center, and a Creative and Performing Arts Center. According to MCC President, Dr. Dale Nesbary, "Muskegon Community College needs to compete on a national and global level. In addition to meeting crucial student needs, this expansion will also benefit employers and the community at large. It will help attract and retain talented individuals and equip them with the science skills to make them both more effective employees and informed residents, critical to improving the overall health of our communities. Moreover, MCC's growth from approximately 2,000 in

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the mid-1960s to approximately 5,000 credit-bearing students has led to the need for additional academic space in the STEM fields.”

In August 2015, MCC purchased the Lakeshore Fitness Center from the Muskegon YMCA. Thereafter, MCC contracted with a third-party operator to operate the facility. It was closed in March, 2020 due to the COVID-19 pandemic. MCC is willing to lease the facility for a term of six months while it determines the best course of action and future use of the facility.

D. GENERAL INFORMATION

Selection of the proposer will be at the discretion of Muskegon Community College and the College reserves the right to reject any or all proposals. All proposers will be notified whether or not they have been chosen as finalists for an interview. After the interview, the selected proposer will be recommended to the Board of Trustees for approval.

1. **Interview:** A proposer will be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any fee/rent amount originally proposed. If your company has been chosen as a finalist, Muskegon Community College will schedule and notify the proposer(s) of the time and location of their presentation.
2. **Modifications:** Muskegon Community College reserves the right to request that the proposer modify the proposal to more fully meet the needs of the college.
3. **Request for Additional Information:** The proposer shall furnish such additional information Muskegon Community College may require.
4. **Acceptance/Rejection/Modification to Proposals:** Muskegon Community College reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and waive minor irregularities in the procedures.
5. **Optional Walk through:** On Wednesday, July 9, 2020, the proposer will have the opportunity to walk through the Lakeshore Fitness Center and clarify or ask questions on this RFP. Starting promptly at 10:00 a.m. Eastern Standard Time, at 900 W Western Ave. Muskegon MI 49441.
6. **Questions:** Should be addressed to Mike Council at Mike.Council@muskegoncc.edu. All technical questions will be forwarded by Mike Council to the appropriate staff. All questions received will be answered and then emailed back, and also put on our website.

E. GENERAL TERMS AND CONDITIONS

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By submitting a response to this RFP, proposer agrees to the following terms and conditions:

1. **Legal Compliance:** The selected proposer must agree to operate and maintain the facility in compliance with all state, federal and local laws, including but not limited to those related to building, environmental, statutory, legal process, employee safety and health, wages & hours, and fair employment practices.
2. **Termination:** The lease may be terminated by mutual consent of both parties or by Muskegon Community College at its discretion upon giving at least sixty (60) days written notice prior to cancellation; except that nonperformance on the part of the proposer will be grounds for termination upon fifteen (15) days written notice for failure to pay rent or any other monetary obligation and upon thirty (30) days written notice for failure to satisfy any nonmonetary obligation under the lease.

F. PROPOSAL FORMAT

In order to insure a uniform review process and obtain the maximum degree of compatibility, it is required that the proposals be organized in the manner specified below.

1. **Title Page:** The proposer should identify the RFP subject, the name of the firm, local address, telephone number, name and title of contact person and date of submission.
2. **Introductory Letter:** Prepare an executive summary stating your understanding of the proposed lease and why your firm should be chosen, as well as any general information you wish MCC to consider about the proposal.
3. **Table of Contents:** Provide clear identification of the material by section and by page number.
4. **Company History:** The proposal should clearly outline the background and experience of the firm and the project team members who will be involved in the lease and operating and maintaining the facility.
 - a. Briefly describe your company's history, number of employees and years in existence.
 - b. Provide details of your company's financial status and stability.
5. **Proposed Rent/Fees.** This section shall include the monthly base rent the proposer will pay to MCC and must include any offsets, hold-backs or reduction in the rent to be paid (noting that MCC intends that the lease will be a triple net lease, in which the proposed lessee shall be responsible for all costs of maintaining and operating the facility).
6. **References:** List at least three (3) client references. (See attachment)

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7. **Required Forms:** Complete and sign all required forms that are included in this RFP and include a copy of your State of Michigan entity formation documents.
8. **Proposer Responsibilities:** The **proposer** is responsible for conducting necessary research, visiting the site and becoming familiar with conditions under which the facility is to be leased:

- a) **Proposer Questions or Clarifications.** If any **proposer** contemplating submitting a proposal is in doubt as to the true meaning of any part of this RFP, it may submit to MCC a written request for an interpretation thereof. Any interpretation will be made only by an addendum. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a **proposer** shall be binding. All inquiries regarding this proposal must be written and should be submitted to:

Mike Council
Purchasing and Financial Services Manager
221 S. Quarterline Rd.
Muskegon, MI 49442
E-mail: Mike.Council@muskegoncc.edu

- b) **Optional Walk Through.** Optional Walk through: On Thursday, July 9, 2020 the proposer will have the opportunity to walk through the Lakeshore Fitness Center and clarify or ask questions on this RFP. Starting promptly at 10:00 a.m. Eastern Standard Time, at 900 W Western Ave. Muskegon MI 49441.
- c) **Proposal Amendments.** MCC reserves the right to amend this RFP without altering the timing requirements indicated. Any changes or addenda to this RFP will be communicated in writing to all **proposers** as quickly as possible.
- d) **Proposal Rejection.** MCC reserves the right to reject any **Proposer's** response for any reason. MCC is under no obligation to award any **Proposer** the lease, and may elect to reject all responses and pursue actions outside of this RFP process.
- e) **Proposer Expenses.** **Proposer** is solely responsible for any expenses incurred by it for proposal preparation and submission. This includes attendance at personal interviews or other meetings.
- f) **Instruction and Format Requirements.** All proposals should adhere to the instruction and format requirements outlined in this RFP and in all written supplements and amendments (such as summary of Questions and Answers), issued by MCC.
- g) **Criteria for Award Consideration.** Proposers shall take careful note that only materials offered in the proposal, information provided through interviews (if any), and internal Departmental information of previous contract history will be criteria for award consideration.

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The proposal shall be signed by a person authorized to legally bind the proposer and shall contain a statement that the proposal and the pricing contained therein will remain valid for a period of 90 days from the proposal due date.

- h) **Final Contract Documents.** If MCC awards this project to a proposer, this RFP and the selected proposer’s proposal, including all appendices or attachments, will become part of the final contract.
- i) **Freedom of Information Act.** The content of all proposals, correspondence, addenda, memoranda, working papers and other medium which discloses any aspect of the RFP process shall be considered public information when the award decision is announced. This includes all proposals received in response to this RFP, both the selected proposal(s) and the proposal(s) not selected, and the information in those proposals that a proposer may consider proprietary in nature. Therefore, MCC makes no representation it can or will maintain the confidentiality of such information. The act of submitting a proposal to MCC shall be construed as understanding and acceptance of this public information disclosure requirement.
- j) **Anticipated Timeline.** Listed below are dates and times of actions related to this RFP:

Action	Date
RFP Issued	July 1, 2020
Optional Walk Through	July 9, 2020 10:00 a.m.
Proposals Due	July 24, 2020 2:00 p.m.
Interviews	July 27 – 28, 2020
Award Notification	August 1, 2020

PART II GENERAL INFORMATION

A. EQUAL OPPORTUNITY NOTICE

Muskegon Community College continues to promote staff diversity, and is an equal opportunity employer. MCC does not discriminate on the basis of race, color, religion, sex, national origin, marital status, sexual orientation, gender identity, transgender status, political persuasion, disability, height, weight, veteran status, age or any other protected class in any of its educational programs, activities or employment. Minorities, women, veterans, and the physically challenged are encouraged to apply. Anyone with a disability will be reasonably accommodated by the College. If you have a disability and need an accommodation or assistance in applying for this position, please contact the Human Resources Office.

B. INSURANCE/INDEMNIFICATION/OPERATING COSTS

- i. **Coverage.** The selected proposer shall maintain insurance, having the coverage described below and approved by MCC, prior to the contract, and shall maintain such insurance until the contract is terminated according to the prescribed procedures.

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2. **Evidence of Insurance.** Prior to taking occupancy, proposer shall furnish Muskegon Community College, with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. Failure to furnish the required certificate or failure to maintain the required insurance may result in termination of the agreement at Muskegon Community College's option. Any waiver of proposer's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of Muskegon Community College. Failure of Muskegon Community College to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Muskegon Community College to identify a deficiency from evidence that is provided shall not be construed as a waiver of proposer's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.
3. **Certified Copies of Policies.** Proposer shall provide certified copies of all insurance policies required above within ten (10) days of MCC's written request for said copies.
4. **Commercial General and Umbrella Liability Insurance.** Proposer shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall be for at least twice the each occurrence limit. CGL insurance shall be written on an occurrence form and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract. "Muskegon Community College, its elected and appointed officials, employees, students, agents and volunteers" shall be included as an insured under the CGL, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Muskegon Community College. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
5. **Automobile and Umbrella Liability Insurance.** Proposer shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and nonowned autos).
6. **Workers Compensation Insurance.** Proposer's shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than the statutory limits required under Michigan law.
7. **Commercial Property Insurance.** Proposer may, at its option, purchase business income, extra expense or similar coverage, and in no event shall MCC be liable for any business interruption or other consequential loss sustained by proposer, whether or not it is insured, even if such loss is caused by the negligence of MCC, its elected and appointed officials, employees, students, agents or volunteer. Proposer may, at its option, purchase insurance to cover its personal property. In no event shall MCC be liable for any damage to or loss of personal property

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sustained by proposer, whether or not it is insured, even if such loss is caused by the negligence of MCC, its elected and appointed officials, employees, students, agents and volunteers.

8. **Professional Liability Insurance.** Proposer shall maintain in force for the duration of this contract errors and omissions liability insurance appropriate to the proposer's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the proposer's operation and use of the facility under this Agreement. Coverage shall be written subject to limits of not less than \$1,000,000 per loss. If coverage is written on a claims-made basis, the proposer warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.
9. **Acceptability of Insurers.** All required insurance shall be purchased from insurers acceptable to MCC. MCC shall have the right to reject insurance from an insurer that it deems unacceptable due to poor financial condition or because it is not operating legally.
10. **No Representation of Coverage Adequacy.** By requiring insurance herein, Muskegon Community College does not represent that coverage and limits will necessarily be adequate to protect proposer, and such coverage and limits shall not be deemed as a limitation on proposer, liability under the indemnities granted to Muskegon Community College in this contract.
11. **Indemnification.** Proposer shall defend, indemnify and hold harmless the college and its respective trustees, officers, directors, agents, and employees from and against any and all claims, demands, causes of action, losses, damages, or liability resulting from, or in any way connected with, directly or indirectly, proposer's occupation and operation of the Lakeshore Fitness Center, the provision of services to members and/or the public at the Lakeshore Fitness Center, proposer's obligation to maintain the Lakeshore Fitness Center equipment or facilities and proposer's breach of any of the representations, warranties or covenants set forth in this Agreement. This indemnification and hold harmless obligation shall not be limited and shall survive termination or expiration of any contract, agreement or award resulting from this RFP. Muskegon Community College has no authority to agree to indemnify any other party. Thus, except as specifically provided for and in addition to proposer's obligations set forth above in this paragraph, statutory and common law theories and principles of indemnification, contribution, and equitable restitution shall govern and apply to claims, actions, causes of action, costs, expenses and losses (including attorneys' fees) resulting from or caused by the actions or omissions of the parties or their employees pursuant to this contract.
12. **Subcontractor Requirements.** Proposer agrees to contractually obligate its service providers and subcontractors to indemnify MCC in precise conformance to the terms of proposer's obligation to indemnify MCC pursuant to this Agreement. Proposer further agrees to contractually obligate its subcontractors to provide insurance with the insurance coverages and limits of liability required to be provided by the proposer pursuant to the terms and conditions of this Agreement.

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- 13. **Cancellation or Reduction in Coverage.** In the event of a lapse or reduction in the required coverages, the Provider shall cease operations and shall not resume operations until new insurance is in force.

- 14. **Associated Operating Costs.** In addition to the payment of monthly base rent, proposer shall pay all costs associated with the operation and maintenance of the facility, including, without limitation, insurance premiums, all maintenance, repair and replacement costs incurred in connection with maintaining the facility and equipment in good, clean, condition and repair, all charges for all utility services consumed on the premises, including, without limitation, gas, electricity, water, phone, data, internet, and janitorial services. In addition, Proposer shall also pay all sales, personal property, special assessment, income (including, any privilege or excise tax based on gross revenue), and all other taxes levied on the business or personal property.

PART III PROPOSAL FORMS

LIST OF REFERENCES

IMPORTANT: This form must be returned with the bid proposal form.

1. Name of Company_____

Address_____

Contact Person/Title_____

Telephone Number_____

2. Name of Company_____

Address_____

Contact Person/Title_____

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Telephone Number _____

3. Name of Company _____

Address _____

Contact Person/Title _____

Telephone Number _____

Authorized Signature _____

Printed Name and Title

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PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions, Terms and Conditions, Scope of Services, proposal forms and all other documents accompanying this proposal.

I propose to lease the facility and equipment specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of ninety (90) days in order to allow Muskegon Community College adequate time to evaluate the proposals.

I certify that all information contained in this Request for Proposal is truthful to the best of my knowledge and belief. I further certify I am duly authorized to submit this proposal on behalf of the proposer and that the proposer is ready, willing and able to perform if awarded this proposal.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a proposal for the same commodity or service; or officer, employee or agent of Muskegon Community College or with any other proposer interested in the proposal; and the undersigned executed this proposer's certification with full knowledge and understanding of the matters contained and was duly authorized to do so.

Name of Business _____

Signature _____

Name & Title

Mailing Address

Telephone Number
