MUSKEGON COMMUNITY COLLEGE
REQUEST FOR PROPOSAL

Muskegon Community College Sturrus Technology Center
Storm and Sanitary Sewer Separation Project

Issue Date: September 24, 2021 6pm
Proposal Due Date: October 12, 2021 2pm

RFP Coordinator: Mike Council
Purchasing & Financial Services Manager
Room # 1044B
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 NOTIFICATION 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 and accepting proposals from qualified Contractors for the delivery and installation pursuant to the specification attached to this RFP. The sites storm water and sanitary sewer needs to be separated into two independent systems. Project location - Sturrus Technology Center, 388 west Clay, Muskegon, Michigan, 49440.

B. 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, and Newaygo.

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

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

1. **Proposal Due Date.** Proposals must be sealed and received by either mail or personal delivery on **October 12, 2021 2pm EST**. Proposals received after the specified time will not be considered. Proposals shall be plainly marked on the outside of the envelope/box with **Muskegon Community College Sturrus Technology Center Storm and Sanitary Sewer Separation Project** and with the name of the firm submitting the proposal. It is the sole responsibility of the Bidder to assure that its proposal is received by MCC prior to the time specified. One (1) original and five (5) identical copies should be submitted to the following address:

   Muskegon Community College
   Attn: Mike Council
   Room # 1044B
   221 S. Quarterline Rd.
   Muskegon, MI 49442

2. **Bidder Questions or Clarifications.** If any Bidder 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. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a vendor shall be binding. All inquiries regarding this proposal must be written and should be submitted to:

   Muskegon Community College
   Attn: Mike Council
   Subject: **Muskegon Community College Sturrus Technology Center Storm and Sanitary Sewer Separation Project**
   mike.council@muskegoncc.edu

3. **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 Bidders as quickly as possible.

4. **Proposal Rejection.** MCC reserves the right to reject any Bidder’s response for any reason. MCC is under no obligation to award any Bidder the business, and may elect to reject all responses and pursue actions outside of this RFP process.

5. **Bidder Expenses.** Bidder is solely responsible for any expenses incurred by it for proposal preparation and submission. This includes attendance at personal interviews or other meetings.

6. **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.

7. **Criteria for Award Consideration.** General criteria upon which proposals will be evaluated include, but are not limited to, the following:

   - Specification adherence (e.g. elements, attributes, appearances)
   - Construction (e.g. installation plan, quality, design, materials)
- Cost (e.g. initial cost, life-cycle cost, long term)
- Completeness, thoroughness and detail of response as reflected by the proposal's coverage of all elements in the product and work requested
- Proposer's past relationship with the College
- Quality of the proposer’s existing goods and services
- Attendance of mandatory pre-bid (project scope and overview meeting)
- List and weight of any other relevant factors

8. **Selection Process.** The selection process will be performed by a selection committee representing the Muskegon Community College – Physical Plant. This group will evaluate the proposals and make the final decision.

9. **Contract Awarded and Pricing Structure.** Proposals are to include the price per item and the price for transportation, demolition of current unit, installation and startup.

10. **Duration of Offer.** All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal is due, unless extended by mutual written agreement between Muskegon Community College and the vendor.

11. **Review Final Contract Documents.** If MCC awards this project to a Bidder, this RFP and the selected Bidder’s proposal, including all appendices or attachments, will become part of the final contract.

12. **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 Bidder 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.

13. **Anticipated Timeline.** Listed below are dates and times of actions related to this RFP:

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>September 24, 2021 6pm EST</td>
</tr>
<tr>
<td>Mandatory Pre-bid Walkthrough</td>
<td>September 28, 2021 9am EST Muskegon Community College – Sturrus Technology Center 388 West Clay, Muskegon, Michigan 49440, 1st Floor Lobby</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>October 12, 2021 2pm EST</td>
</tr>
<tr>
<td>Review RFP proposals</td>
<td>October 29, 2021</td>
</tr>
<tr>
<td>Selection of Vendor</td>
<td>November 12, 2021 EOD EST</td>
</tr>
</tbody>
</table>
PART II SCOPE OF SERVICES

A. REQUIRED SERVICES & EXPECTATIONS

1. Delivery and Installation.

- Muskegon Community College is a smoke free and weapons free campus.
- The Contractor will work pursuant to the specifications attached in the RFP, project specifications and drawings for the project, provided by Hooker DeJong.
- All planned installation – delivery, demolition, installation services and startup will be performed under normal campus working hours that match applicable requirements of Muskegon Community College. Monday – Friday 7am – 5pm. No holiday or weekend access unless specifically approved by the MCC Office of Physical Plant.
- For hours not listed or described herein, the contractor will provide a request for access to the Office of Physical Plant to review, plan and approve hours outside of the regular business day.
- Delivery, demolition, removal, assembly, and installation shall be performed by the contracted party.
- This project is not subject to Michigan prevailing wage requirements.
- The contracted party will be responsible for all permits and inspections as required.
- To ensure there is no conflict with the delivery of items the contractor shall coordinate the delivery date, delivery location, and installation schedule of items with the college’s contract administrator prior to first delivery date.
- All transportation, delivery, installation, and disposal arrangements shall be the responsibility of the Contractor.
- The contractor shall have complete responsibility for supplies, items and equipment until they are delivered, unpacked, and installed at all sites defined therein.
- The College does not have long-term storage facilities (shipping and receiving) and shall not accept items prior to delivery unless expressly noted during the rpf submission unless expressly finalized with the College.
- The College will provide locations for parking, within 1 city block from the project site, for daily parking of two contractor vehicles.
- The College will work with the Contractor to provide project workspace for system programming, staging, and materials for the project’s duration.
- The Contractor shall be responsible for the daily removal of crating and packing materials from the college premises.
- The Contractor shall be solely responsible for correcting damages to the college premises resulting from the installation process.
- The Contractor will comply with all Federal, State and local laws, and regulations governing the furnishing and use of all safeguards, safety devices, and protective equipment, and take any other actions on their own responsibility as necessary to protect the life and health of employees on the job and the safety of the public and to protect property during the performance of the agreement.
- Items shall be considered received when completely unpacked, assembled, installed and free of dirt, marks, dents, scratches, tape, packaging or other foreign substances.
- The installation shall be inspected by representatives of the college and the contractor prior to final acceptance by the college.
The delivered product will be inspected by the college. In the event the delivered product fails to conform to award specifications, the contractor shall remove the delivered product and immediately replace it with an acceptable product conforming to the contract requirements at no additional cost to the college.

- The Contractor will meet with the College as needed or requested by MCC
- The Contractor will invoice the College pursuant to an agreed upon payment schedule.
- The Contractor will provide all supplies and materials to complete the project.
- The Contractor will provide, fully train, and direct work force.
- The defined electrical contractor will be Newkirk Electric Associates.
- The defined mechanical contractor will be Hurst Mechanical.
- The defined roofing contractor will be J. Stevens. This is determined by roof section warranty duration.
- The defined fire suppression contractor will be Brigade Fire Protection.
- Contractor shall coordinate and work with the College to avoid disruptions to existing operations.
- All demolition and project waste will be disposed of into state approved landfill.
- All Hot Work will be coordinated with Muskegon Community College Physical Plant and Muskegon Community College Security Office.
- Provide a complete set of as-built of all work, AutoCAD files (or any other electronic software used to develop the design and as builts), PDF, and hardcopy.
- Provide all necessary equipment, hardware, adapters, and any other materials necessary for a complete installation.
- All campus access and activities will be subject to Covid - 19 protocols and requirements

B. FINAL CONTRACT

Following the award, MCC and the selected Provider will negotiate the terms of the definitive contract. In the event that an acceptable contract cannot be reached with the selected Provider, MCC may withdraw its award and negotiate with the next highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, MCC may cancel the RFP, at its sole discretion.

The definitive contract shall at a minimum, contain the insurance provisions set forth in Section D below and the following terms:

1. This is not an agreement of employment or partnership of the Provider or any of the Provider’s employees by MCC. The Provider is an independent contractor for all purposes under this Agreement.

2. Provider shall perform its services in a professional manner and shall use only qualified and experienced personnel.

3. Provider agrees to maintain at all times, adequate staff of experienced and qualified employees for efficient performance under this Agreement.

4. Provider agrees that all personnel working for or on behalf of Provider, while on MCC’s premises, shall obey the rules and regulations that are established by MCC, and shall comply with the reasonable directions of MCC’s managerial staff.
5. Provider shall be responsible for all damages to persons or property caused by the Provider or any of its agents or employees while on MCC’s premises. Provider shall promptly repair, to the specifications of MCC, any damage that it, or its employees or agents, may cause to MCC’s premises or equipment. If the Provider fails to do so, MCC may repair such damage and the Provider shall reimburse MCC promptly for the cost of repair.

6. Provider agrees that, in the event of an accident of any kind, the Provider will immediately notify MCC’s contact person and thereafter, if requested, furnish a full-written report of such accident.

7. MCC shall have no responsibility for the loss, theft, disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of the Provider or its employees or subcontractors.

8. The contract may be terminated by mutual consent of both parties or by MCC at its discretion. This contract, if awarded, may be cancelled in whole or in part by MCC upon giving at least sixty (60) days written notice prior to cancellation; except that nonperformance on the part of the Provider will be grounds for termination. Termination will take place within fifteen (15) days of notification.

9. All prices for the Provider’s services hereunder are firm for the term of this Agreement. MCC shall pay the Provider for satisfactory performance of the services specified in this Agreement, and any related addenda.

10. The Provider will abide by all State and Federal Regulations on wages and hours of any employee. The Provider shall be responsible for all of its employees, subcontractors and their actions during their term of the contract with MCC. The Provider shall keep current all licenses and permits.

C. 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.

D. INSURANCE

1. Coverage. The selected Provider 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.

2. Evidence of Insurance. The Provider shall furnish MCC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for written notice to MCC prior to the cancellation of any insurance referred to therein. Failure to furnish the required certificate or failure to maintain the required insurance may result in termination of this Agreement at MCC’s option. Any waiver of Provider’s obligation to furnish such certificate or
maintain such insurance must be in writing and signed by an authorized representative of MCC. Failure of MCC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of MCC to identify a deficiency from evidence that is provided shall not be construed as a waiver of Provider’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.** Provider 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.** Provider shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project or location. CGL insurance shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) 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). “MCC, 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 College. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract. Coverage shall be endorsed, if necessary to include lost key coverage.
5. **Automobile and Umbrella Liability Insurance.** Provider shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $2,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Umbrella Coverage $3,000,000.

6. **Workers Compensation Insurance.** Provider shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

7. **Commercial Property Insurance.** Provider 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 Provider, 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. Provider 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 sustained by Provider, 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.** Provider shall maintain in force for the duration of this contract errors and omissions liability insurance appropriate to the Provider’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 Provider’s services as defined in 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 Provider 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, MCC does not represent that coverage and limits will necessarily be adequate to protect Provider, and such coverage and limits shall not be deemed as a limitation on Provider’s liability under the indemnities granted to MCC in this contract.

11. **Indemnification.** Provider agrees to defend, indemnify and hold MCC, its elected and appointed officials, employees, students, agents and volunteers harmless from any claim, including, but not limited to death, bodily injury, personal injury or property damage, together with reasonable attorneys’ fees and court costs, arising from Provider’s performance under this Agreement, except, however, Provider will not be required to indemnify MCC for claims that arise out of the sole negligence or acts of MCC.

12. **Subcontractor Requirements.** Provider agrees to contractually obligate its subcontractors to indemnify MCC in precise conformance to the terms of Provider’s obligation to indemnify MCC pursuant to this Agreement. The Provider further agrees to contractually obligate its subcontractors to provide insurance with the insurance coverages and limits of liability required to be provided by the Provider pursuant to the terms and conditions of this Agreement.
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.

E. **PROPOSAL FORMAT**

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

1. **Title Page.** The Provider should identify the RFP subject, the name of the Company, local and corporate address, telephone number, name and title of contact person and date of submission. See Proposer’s Certification Form in PART III PROPOSAL FORMS.

2. **Executive Summary.** The executive summary shall discuss the highlights, key features and distinguishing points of the proposal. A separate sheet shall include a list of individuals and contacts for this proposal and how to communicate with them. Limit the Proposal Summary to three (3) pages including the separate sheet.

3. **Company Profile.** The company profile shall include a brief description of the Bidder’s company size as well as the proposed local organization structure. Include a discussion of the Bidder’s financial stability, capacity and resources. If other companies are participating in the proposal, include similar information about those companies.

4. **Company Qualifications.** This section shall include a brief description of the Bidder’s qualifications and previous experience on similar or related projects. Bidder must provide detailed information regarding the expertise and experience supporting the critical components of the project.

5. **Work Plan or Proposal.** This section shall present a well-conceived plan for the services at MCC. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Provider understands MCC’s objectives and work requirements, and the Provider’s ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the Provider’s ability to meet MCC’s schedule, outlining the approach that would be undertaken in providing the requested services described in this RFP.

6. **Proposal Exceptions.** If the Provider finds it impossible or impractical to adhere to any portion of the RFP specifications and all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, “Exceptions/Deviations from Proposal Requirements.” This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the Provider in submitting a proposal, will accept this stipulation without recourse. Items not excepted, will not be open to later negotiation.

7. **Proposal Cost Sheet.** This section shall include the individual furniture costs, and all charges for transportation, packaging, crates, containers, insurance, etc. necessary to complete delivery.
PART III PROPOSAL FORMS

A. Schedule A -- Proposer’s Certification
B. Schedule B -- List of References Form
Schedule A

MUSKEGON COMMUNITY COLLEGE
REQUEST FOR PROPOSAL

“Muskegon Community College Sturrus Technology Center Storm and Sanitary Sewer Separation Project”

PROPOSER’S CERTIFICATION

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

The undersigned certifies that he/she has carefully examined the Request for Proposal, Instructions, Terms and Conditions, Scope of Services, Bid forms and all other documents accompanying this proposal.

The undersigned offers and agrees to furnish the services specified in the Request for Proposal at the prices or rates quoted in the proposal. The undersigned agrees that the proposal will remain firm for a period of sixty (180) days in order to allow Muskegon Community College adequate time to evaluate the proposals.

The undersigned certifies that this bid/proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a bid/proposal for the same commodity or service; no officer, employee or agent of Muskegon Community College or of any other bidder/proposer interested in bid/proposal; and the undersigned executed this bidders/proposers certification with full knowledge and understanding of the matters contained and was duly authorized to do so.

The undersigned certifies that all information contained in this Request for Proposal is truthful to the best of his/her knowledge and belief. The undersigned further certifies that he/she is duly authorized to submit this proposal on behalf of the Provider/contractor and that the Provider/contractor is ready, willing and able to perform if awarded this bid/proposal.

Name of Business

Date

Address

Authorized Signature

City and State       Zip Code

Name (Typed or Printed)

Phone Number

Undersigned Title

E-Mail Address

Company URL

NOTE: Changes to this RFP may be issued in the form of an addendum at any time prior to the due date and time for submitting proposals. The RFP Coordinator maintains a mailing list of all vendors that were provided copies of this solicitation (via vendor pickup, mail, fax or email). The RFP Coordinator will send the addendum to any vendor who directly received a copy of the RFP from the RFP Coordinator. Any vendor who did not directly receive a copy of the RFP from MCC is encouraged to visit MCC’s web site regularly to learn of any changes to the solicitation (http://www.muskegoncc.edu/pages/2933.asp) and contact the RFP Coordinator to have their name added to the mailing list.
Schedule B

MUSKEGON COMMUNITY COLLEGE
REQUEST FOR PROPOSAL
Muskegon Community College Sturrus Technology Center Storm
and Sanitary Sewer Separation Project

LIST OF REFERENCES

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

The Provider must furnish at least three (3) references from persons who can attest to the quality
of similar prior work performed.

1. Company Name: __________________________________________________
   Street Address: __________________________________________________
   City/State/Zip Code: _____________________________________________
   Contact Person: _________________________________________________
   Telephone No.: ________________________________________________
   E-Mail Address: ________________________________________________

2. Company Name: __________________________________________________
   Street Address: __________________________________________________
   City/State/Zip Code: _____________________________________________
   Contact Person: _________________________________________________
   Telephone No.: ________________________________________________
   E-Mail Address: ________________________________________________

3. Company Name: __________________________________________________
   Street Address: __________________________________________________
   City/State/Zip Code: _____________________________________________
   Contact Person: _________________________________________________
   Telephone No.: ________________________________________________
   E-Mail Address: ________________________________________________