MUSKEGON COMMUNITY COLLEGE
REQUEST FOR PROPOSAL

Muskegon Community College – Main Campus & University Park Golf Course Tree Removal, Tree Trimming, Stump Grinding and Maintenance Services

Issue Date: November 5, 2021 2pm
Proposal Due Date: November 19, 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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**Exhibits**

|   | Exhibit                                                                    |
|---|                                                                           |
| 1 | A Main Campus Map – East Trail                                           |
| 2 | University Park Golf Course Map                                          |
| 3 | Bidders Guide                                                            |

Page numbers are indicated in parentheses following each item.
PART I INTRODUCTION

A. PURPOSE

Muskegon Community College is seeking and accepting proposals from qualified Contractors for the purpose of tree removal, tree pruning, limb removal and stump grinding pursuant to the specification attached to this Request for Proposal. The purpose of the RFP is to establish a contract with a qualified Company who can provide all services necessary for transportation, light, power, supervision, labor, equipment, tools, services and expertise to perform, execute, and deliver the contracted services.

Project location(s):
University Park Golf Course, 2100 Marquette Avenue, Muskegon, Michigan, 49442.
Muskegon Community College – Main Campus South East Trail

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 **November 22, 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 – Main Campus & University Park Golf Course Tree Removal, Tree Trimming, Stump Grinding and Maintenance Services** 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 – Main Campus & University Park Golf Course Tree Removal, Tree Trimming, Stump Grinding and Maintenance Services**  
   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. The College reserves the right to modify the evaluation criteria or waive portions thereof:

- Specification adherence (e.g. elements, attributes, appearances)
- Construction (e.g. installation / services 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 experience in performing the same or substantially similar services
- Technical qualifications
- Project plan & approach to completing the scope of work
- Attendance of mandatory pre-bid (project scope, existing conditions and overview meeting)
- List and weight of any other relevant factors

Interviews may be conducted with vendors at the sole discretion of the College. Any costs associated with interviews is the sole responsibility of the vendor.

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:

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<tr>
<td>Mandatory Pre-bid Walkthrough</td>
<td>November 10, 2021 9am EST</td>
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<td>Muskegon Community College – University Park Golf Course – Parking Lot, 2100 Marquette Avenue, Muskegon, Michigan 49442.</td>
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<tr>
<td>Proposal Due Date</td>
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<tr>
<td>Review RFP proposals</td>
<td>November 23, 2021</td>
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<tr>
<td>Selection of Vendor</td>
<td>November 29, 2021</td>
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<td>Project Start Date</td>
<td>Within 30 business days after proposal acceptance</td>
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PART II SCOPE OF SERVICES

A. REQUIRED SERVICES & EXPECTATIONS

I. Delivery, Services and Installation.

- Muskegon Community College and University Park Golf Course are smoke free and weapons free campus.
- The Contractor will work pursuant to the specifications attached in the RFP, project specifications.
- 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 at each site listed on the RFP.
- The Contractor shall be solely responsible for correcting damages to the college premises resulting from the work associated with contracted services.
- 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 all services are performed and reviewed with 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, supervise and direct work force.
- 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, or agreed upon recycling / reuse location.
• All Hot Work will be coordinated with Muskegon Community College Physical Plant and Muskegon Community College Security Office.
• Provide all necessary transportation, labor (personnel), equipment, tools, supplies, services and expertise, necessary to perform contracted services.
• No burning of waste, leaves, twigs, limbs, trunks, chips or other is approved on any Muskegon Community College property.
• MCC will provide location for a limited quantity of wood chips gathered from the removal process to be utilized at University Park Golf Course site.
• Log removal can be staged at each location (identified by MCC) prior to removal from site. No logs or branches will remain on campus property. All waste must be removed before end of project.
• Provide a detailed work plan of the project with proposal as defined in RFP.
• Provide a project schedule with a defined start and completion date, separate from inclement weather cancellations of work.
• Bathroom facilities are the responsibility of the contractor.
• Crane and heavy equipment protection matting is required and the responsibility of the contractor to provide as needed.
• Provided location maps are for general reference and all work needed must be quantified by contractor.
• All campus access and activities will be subject to Covid - 19 protocols and requirements.

2. Definitions

A. Remove tree is to cut down the whole entire tree and to, as defined remove the stump by grinding 12” below surface, removing mulch to 12” and infill with topsoil.
B. Cleanup is defined as removal of dead / damaged branches, fallen matter larger than 8” total length and raking area to remove debris and waste created during removal processes.
C. Stump Removal is defined by stump grinding below ground surface 12”
D. Stump Removal Cleanup is defined by removal of grinded stump material to allow screened topsoil infill.
E. Stump Removal Soil Infill is defined by application of screened topsoil to remaining area from the removal of grinded stump material. MCC will level rake and seed.
F. Debris Removal is defined as cleanup of waste and debris that is in excess of 8” length.
G. Complete
H. Sanitation Cutting - The removal of trees to improve stand health by stopping or reducing actual or anticipated spread of insects and disease.
3. **General Requirements**

A. **General** - Contractor shall furnish all supervision, labor, tools, transportation, equipment, and materials necessary to remove trees, wood, logs, stumps, cut fall, mulch and chips, from sites listed herein.

B. **Safety** – the contractor shall comply with all requirements of the Occupational Safety and Health Act (MI OSHA / OSHA).

C. **Protection of Existing Roads, Grounds and Structures** – Care should be taken to ensure that work does not in any way damage the existing facilities.

D. **Time of Completion** – Bidder must agree to commence work within 30 business days of the execution of this contract and to fully complete all work prior to March 15, 2022 1pm EST, completion date for the project.

E. **Protection of Property** – The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real and/or personal property. Holes or ruts made in the lawn, regardless of size, shall be filled with sandy loam soil prepared for seeding. Seeding will be completed by the College. Vegetation surrounding a tree identified for removal/pruning shall be disturbed as little as possible.

F. **Working hours** – Hours worked will be arranged in advance with the College prior to the commencement of work.

G. **Permits / Permit Application** – The contractor is hereby notified that all permit and permit applications shall be part of this contract.

H. **Safeguarding of employees** - The Contractor shall take all necessary steps to protect their own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. Shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazards.

I. **Safeguarding of Property** – Work in areas adjoining the property / location where tree work is being performed shall be protected from injury or damage resulting from operations of the Contractor. Damaged turf, roadways, culverts and other will need to be repaired by Contractor.

J. **Equipment Safety** – All equipment shall be in safe and working condition. Prior to the beginning of aerial operations, the Contractor shall furnish, at no cost to the College, current certifications for all aerial devices to be used in the completion of contacted operations.

K. **Securing Working Areas** – It is the responsibility of the Contractor to secure each working area while work is being performed.

L. **Protecting Underground Utilities** – The Contractor shall be responsible for contacting the appropriate utility for location of any underground utilities which are in the work area and could be damaged by Contractor’s operations.

M. **Arborist Identification** – Within bid please provide name and certification number of ISA Certified Arborists on staff. It is the preference of the College that all work be performed by an International Society of Arboriculture (ISA)
Certified Arborist. At a minimum, the crew supervisor must be a current ISA-Certified Arborist.

N. **Statement of Qualifications** - Please provide within bid information supporting your specific qualifications as it relates to the project. Including but not limited to staffing, equipment, years in operation, projects of similar scope, value, and complexity. List projects currently in progress with locations.

O. **Invoicing** - Contractor shall submit to the College weekly, itemized invoices based upon the site information as to work completed for that billing period. Contractor will meet with MCC to quantify invoicing for work completed applicable to provided invoicing for review. Invoicing must be approved by the Director of Physical Plant for approval prior to submittal to MCC Accounts Payable.

P. **Tree Trimming** – No hooks, gaffs, climbing spurs, or climbers will be used by anyone employed for such trimming.

Q. **Tree Topping** – shall not be done without prior approval from MCC.

R. **Site Supervision** – The Contractor will maintain one responsible individual who has the capability to make decisions for the Contractor for the entirety of the project.

S. **Cost of Bid Preparation** – The College in not responsible for reimbursement for the cost of bid investigation, documents, and presenting while responding to this solicitation.

T. **Familiarity of the Work** – Bidders are advised to be familiar with all aspects of the work, existing conditions, required safety protocols & safety equipment required, staffing, logistics, state and local regulations & requirements, and time frames needed for project completion. At the time of opening bids, bidders shall be recognized to have inspected the work sites, and are comprehensively familiar with all requirements. Omissions or failures to receive, review, examine or quantify any aspect of the project shall not relieve any bidder from any obligation.

U. **Public Convenience** – The Contractor shall perform all tree removal, trimming, stump removal and maintenance in a manner as to cause as little inconvenience as possible to abutting property owners.

V. **Itemization of Work as Defined in Bid** – Itemization of Work as Defined in Bid – All bids are required to list removals that have damaged either structures, greens, railings, fencing or other property. This will be submitted to owners insurance for possible reimbursement(s). These will be listed by location on the course by hole identification (holes 1-9, driving range, or south common space (in and around clubhouse / parking lot and cart barn)) and what was damaged by tree.
   1. Tree(s) that have fallen on greens
   2. Tree(s) that have fallen on fencing
   3. Tree(s) that have fallen on buildings
   4. Tree(s) that have fallen to the ground or hanging amongst other existing trees.

W. **Bidders Warranty** – By submitting a bid proposal, bidder warrants:
1. Bidder has had the opportunity to examine the worksites, existing conditions and requirements at each location(s).
2. Bidder is fully qualified to perform the work required to complete project.
3. Bidder has thoroughly examined the RFP documents, and represents that, to the best of Bidder’s knowledge, there are no errors, omissions or discrepancies in the contract documents.
4. Bidder has reviewed the provided bid proposal and is solely responsible for any errors, or omissions in its completed bid form.

X. Insurance Verification – Insurance certificates are required at the time proposals are being submitted. Without exception.

Y. Inclement Weather – it is the responsibility for the Contractor to cancel site work if conditions were to be deemed unsafe due to inclement weather conditions. Inclement weather cancellation would then extend the listed project completion date, as agreed by both MCC and the Contractor.

Z. Work Area Special Completion – When removal requires special or additional means, there shall be no additional overall cost to the College without the authorization of the Director of Physical Plant.

AA. Contract Closeout – The Contractor shall submit written certification that contract documents have been reviewed, work has been inspected and the work is completed in accordance with the contract documents and ready for owner’s inspection. This is required prior to final application for payment, which will require total adjusted contract sum, previous payments and sum remaining total due.

BB. Cleaning Up – to reduce the impact on turf, cleanup is required by the Contractor when completing a work area and moving to the next work area.

CC. Project Waste and Byproducts Leaving Site. Ownership Transfer and Liability – It is the responsibility of the Contractor to remove all waste and byproducts from the sites as listed. The Contractor is not authorized to sell, loan and / or gift any items, heretofore mentioned leaving campus unless these are fully removed from the properties prior to such actions. Ownership transferred in full. Then the Contractor allows transfer of ownership for such materials. In doing so the College is not responsible for liability, either implied directly or indirectly with such actions, in that the ownership of the products leaving campus are then the sole property of the Contractor.

DD. Main Campus Summary – South east trail - Removal of approximately 14 trees that have fallen or are hanging on other trees and not touching the ground. Remove trees and associated debris. Cut trunks as close to the stump as possible. Take every precaution to protect the asphalt trail. Complete stump removal is not within the scope of the project if grinding creates complexity where the root systems are intertwined. Stumps that are available for grinding or removal include in bid in detail with pricing identified. No wood chips or mulch will be retained by the College for these trees.

EE. University Park Golf Course Summary – Removal of approximately 45 fallen trees, and associated stumps ground. Removal of broken / hanging branches
identified by leaf deterioration. Amount to be determined at pre-bid tour of site. Evaluation and removal of approximately 25 broken upper canopy trees. Identify in bid pricing for all 25 trees to be removed and stumps ground completely. The final number of removal, up to the 25 identified, will be review with the Contractor for field verification for removal and stumps ground. A portion of wood chips and mulch will be retained at the site. This will be used for areas between fairways and other locations on the site as determined by the College. Plan for 75 yards minimum. These will be offloaded by Contractor at the direction of the College and spread by the College.

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  
C. Schedule C-- Debarment Certification
Schedule A

MUSKEGON COMMUNITY COLLEGE
REQUEST FOR PROPOSAL

“Muskegon Community College – Main Campus & University Park Golf Course Tree Removal, Tree Trimming, Stump Grinding and Maintenance Services”

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 (60) 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 – Main Campus & University Park
Golf Course Tree Removal, Stump Grinding and Maintenance Services

**COMMERCIAL & INDUSTRIAL 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:**  _________________________________________________
CERTIFICATION. REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS

The prospective participant 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 the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default, have ever been on the Prevailing Wage Violator’s Registry or are currently being investigated under current name or any DBA’s, corporate names, subsidiaries or other business entities under which you have operated in the last three years; 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 the bid, been convicted 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.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

________________________________________  __________________________________________
Name/Title of Authorized Representative    Name of Participant Agency or Firm

________________________________________  ______________________________
Signature of Authorized Representative    Date

☐ I am unable to certify to the above statement. Attached is my explanation.
GENERAL PROJECT DELIVERABLES, REQUIREMENTS and SUBMITTALS

Exhibit A:

Main Campus South East Walking Trail Location

221 South Quarterline Road
Exhibit B:

University Park Golf Course Map
**Bidders Guide**

1. Read & review RFP
2. Complete mandatory pre-bid site meeting – RFP page 7
3. Complete Schedule A - RFP page 19
4. Complete Schedule B – RFP page 20
5. Provide copies with bid of insurance certificates as described in pages 14-16. If proposal is accepted MCC shall be named as additional insured to complete contract requirements.
6. Proposal Format – RFP page 16 -17

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:

- **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.

- **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.

- **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.

- **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.

- **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.

  **Example:** We propose to start at UPGC clubhouse removing all trees that fell, working through holes 1 & 2 across back of course until completing holes #8. We will utilize the North West access along Quarterline road to access the backside of hole 1 working through hole 2 form west to east on the north side of the course. Once this work is completed stump grinding and tree trimming will commence until completion. As work progresses we will work with UPGC staff to locate areas to dump wood chips.

  Once the UPGC work is completed we would then remove the trees at the Main Campus east trail.
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

Main Campus

Main Campus East Trail Tree removal - Lump Sum $______________________________
(Entire Project)

University Park Golf Course

University Park Golf Course – Lump Sum $________________________________________
(Entire project including all listed below)

Tree removal for trees that damaged lower Pump House only $____________________
(no stump grinding)

Tree removal for trees that damaged fencing only $______________________________
(no stump grinding)

Trees removal for trees that fell on greens only $_______________________________
(no stump grinding)

Stump grinding $____________________________________________________________________
All stumps at University Park Golf Course

Tree removal for trees damaged by lighting $_______________________________________
If none identified list (NONE)
**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 – Main Campus & University Park Golf Course Tree Removal, Tree Trimming, Stump Grinding and Maintenance Services**
mike.council@muskegoncc.edu
phone: 231-777-0669