



**Muskegon Community College
Request For Proposals
CHARTER MOTOR COACH SERVICES
October 28, 2022
Proposals Due Thursday, November 10, 2022 at 3pm**

SECTION I: Summary

A. Request for Proposals

Muskegon Community College Office of Financial Services seeks proposals from vendors/organizations/firms for charter motor coach services. It is the intent of MCC to establish a list of qualified vendors, but to enter an annual contract with only one vendor to provide transportation services for participants to and from scheduled events such as: athletic events (regular season and playoff games, etc.), educational field trips (museums, historical sites, aquariums, etc.), extracurricular and social activities, and band and choir activities. The award will be based on charges for motorcoaches, (56 passenger, 40 passenger and any other size options that may be available including chartered vans) including drivers and back-up plans for a breakdown.

The performance period for this agreement will begin as soon as possible, but no later than July 1, 2023. The contract may be extended for a period of two (2) years, in increments of 12 months each, if all prices, terms, and conditions remain constant and both parties agree in writing. Note that the number of trips under this agreement will be subject to the availability of funds in the appropriate budget year.

Sealed proposals will be received either by mail or personal delivery by **Thursday, November 10, 2022 at 3pm.** Proposals received after the specified time will not be considered.

Proposals shall be sealed and plainly labeled on the outside of the envelope/box with **CHARTER MOTOR COACH SERVICES** along with the name of the vendor/organization/firm submitting the proposal. It is the sole responsibility of the bidder to assure that their proposal is received by Muskegon Community College prior to the date and time specified. If submitting physical copies, one (1) original and (5) identical copies should be submitted to the following address:

Muskegon Community College
Attention: Mike Council, Purchasing Manager
Financial Services-Room 1044
221 South Quarterline Road
Muskegon, MI 49442

Electronic Submissions may be made to mike.council@muskegoncc.edu

NOTICE: Prospective bidders who have received this document from a source other than the Office of Financial Services should immediately contact the Office and provide their name and mailing address in order to ensure that amendments to the Request for Proposal or other communications are sent to them. Any prospective bidder who fails to provide the Office with this information assumes complete responsibility in the event that they do not receive communications from the Office of Financial Services prior to the closing date.

B. Background on Muskegon Community College

Muskegon Community College or (“MCC” or “College”) is a public community college, a political subdivision of the State of Michigan, with a full-time equated student enrollment of approximately 2,900 and unduplicated head count of approximately 6,900. The College has an annual operating budget (general fund) of \$37.6 million and employs approximately 225 regular full and part time staff as well as a significant number of adjunct faculty and student assistants. The College offers 41 associate degree programs and 48 certificate programs. The College's main campus, located on a 111-acre campus in Muskegon, includes the Hendrik Meijer Library & Information Technology Center, the Bartels-Rode Gymnasium, the Frauenthal Foundation Fine Arts Center with the Overbrook Theater and Art Gallery, the Stevenson Center for Higher Education, the Science Center, the Health and Wellness Center, and the Art and Music Center. MCC also operates extension centers in Ottawa and Newaygo Counties, as well as the Sturrus Technology Center in downtown Muskegon.

SECTION II: Scope

Muskegon Community College (MCC) is seeking proposals from vendors/organizations/firms for charter motor coach services. MCC is interested in establishing a list of qualified vendors to furnish contracted charter motorcoach services on an annual basis. It is the intent of MCC to establish a list of qualified vendors, but to enter an annual contract with only one to provide transportation services for participants to and from scheduled events such as: athletic events (regular season and playoff games, etc.), educational field trips (museums, historical sites, aquariums, etc.), extracurricular and social activities, and band and choir activities. The award will be based on charges for motorcoaches, (56 passenger, 40 passenger and any other size options that may be available including chartered vans) including drivers and back-up plans for a breakdown.

The performance period for this agreement will begin as soon as possible, but no later than July 1, 2023. The contract may be extended for a period of two (2) years, in increments of 12 months each, if all prices, terms, and conditions remain constant and both parties agree in writing. Note that the number of trips under this agreement will be subject to the availability of funds in the appropriate budget year.

SECTION III: Proposal Format and Content

- A. MCC will accept proposals until **Thursday, November 10, 2022 at 3pm**. One (1) original and five (5) copies of the proposal should be submitted to:

Mike Council
Purchasing and Financial Services Manager
Muskegon Community College
221 S Quarterline Road
Muskegon, MI 49442

Electronic Submissions may be made to mike.council@muskegoncc.edu

- B. Proposals must adhere to the following format, both in content and sequence. Proposals should be succinct, yet provide adequate detail for objective analysis. By submitting a proposal, each vendor/organization/firm certifies that it understands this RFP and has full knowledge of its scope. Each vendor/organization/firm also certifies that it understands that it will be solely responsible for any and all costs relating to preparation of proposals, including any time involved with oral presentations.
1. **Vendor/Organization/Firm Name and Address**, including local address, telephone number, name of contact person, and date of proposal.
 2. **Vendor/Organization/Firm Statistics**
 - a) Size of Vendor/Organization/Firm (e.g., gross receipts/revenues, number of employees, number of properties owned/operated, etc.)
 - b) Number of years the Vendor/Organization/Firm has been in business.
 3. **Vendor/Organization/Firm References** — A minimum of three, but not more than six, shall be documented (See page 10).
 4. **Total Cost** – List available vehicle sizes/passenger capacities and maximum dollar amount your organization proposes for each.
 5. **Other Terms & Conditions** – State any other conditions, exclusions or alternates, including the expected date of availability to commit to contract (no later than July 1, 2023).
 6. **Required Forms**: Complete and sign all required forms (See page 11).
 - 7.

SECTION IV: Contacts, Timing, and Administrative Details

A. Contacts

MCC specifically instructs all interested Vendors/Organizations/Firms to restrict all questions regarding this RFP to written or emailed communications forwarded to the above-named RFP Contact Person. All questions and concerns must be received no later than **Thursday, November 7, 2022 at 5pm**. MCC shall have a reasonable amount of time in which to respond to all questions and concerns; however MCC reserves the right to decline to respond to any question.

MCC may, in its sole discretion, respond in writing or by email to written inquiries concerning this RFP, and may email, or mail via U.S. Postal Service its response to all parties recorded by MCC as having received a copy of this RFP. Only MCC responses that are made by formal written Addenda shall be binding. Any verbal responses or written interpretations or clarifications other than Addenda to this RFP shall be without legal effect. Any and all Addenda issued by MCC prior to the submittal deadline shall be and are hereby incorporated as a part of this RFP for all purposes.

B. Timing

1. Proposals must be submitted by **Thursday, November 10, 2022 at 3pm**.
2. Oral presentations by final candidates, if deemed necessary by MCC, will take place on a date to be determined.
3. Award notification will follow **the December 21, 2022** Board of Trustees meeting.

C. Administrative Details

1. **The proposal must be signed and dated by a duly authorized Vendor/Organization/Firm representative.**
2. MCC considers all information and documentation requested to be submitted in response to this RFP to be of a non-confidential and non-proprietary nature and therefore shall be subject to public disclosure. Bidders are hereby notified that MCC strictly adheres to all statutes, court decisions, and the opinions of the Michigan Attorney General with respect to disclosure of public information.
3. MCC reserves the right to reject any and all offers, to waive informalities and minor irregularities in offers received, and to request additional information from proposing Vendors/Organizations/Firms.
4. MCC reserves the right to accept the proposal for services deemed to be in the best interests of MCC. The accepted proposal may not necessarily be the lowest bid.

5. Work performed and plans produced shall comply with all state, federal and local laws, including but not limited to those related to building, environmental, statutory, legal process, OSHA and the Fair Labor Standards Act.
6. The contract may be terminated by mutual consent of both parties or by Muskegon Community College at its discretion. This contract, if awarded, may be cancelled in whole or in part by Muskegon Community College upon giving at least sixty (60) days written notice prior to cancellation; except that nonperformance on the part of the contractor(s) will be grounds for termination upon fifteen (15) days written notice.
7. The firm will abide by all State and Federal Regulations on wages and hours of any employee. The firm shall be responsible for all of its employees, subcontractors and their actions during their term of the contract with Muskegon Community College.

EQUAL OPPORTUNITY NOTICE

It is the policy of MCC to provide equal opportunities and not discriminate in enrollment, education, employment, public accommodations, activities or services on the basis of race, color, religion, sex, national origin, marital status, sexual orientation, political persuasion, disability, height, weight, age, or other prohibitive matters.

It is the policy of MCC to patronize only those firms and Providers that demonstrate a commitment to equal opportunity within their own enterprises and who abide by Federal and State laws.

SECTION V – Information and Instructions

- A. Submission Requirements:** The complete original proposal **must be submitted in a sealed package and received by Thursday, November 10, 2022 at 3pm.**
- B. Interview:** A bidder may 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 proposed price or other material condition. If MCC chooses to entertain presentations, the College will schedule and notify the bidder(s) of the time and location of their presentation.
- C. Modifications:** In order to more fully meet the needs of the College, Muskegon Community College reserves the right to request that the bidder modify the proposal.
- D. Request for Additional Information:** The bidder shall furnish such additional information as Muskegon Community College may require.
- E. 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.
- F. Taxes:** Muskegon Community College is exempt from Federal, State, and Local Taxes and will not be responsible for any such taxes in connection with the award under this RFP.
- G. Evaluation/Award:** The evaluation and award of this bid shall be a combination of factors including but not limited to price, other conditions, professional competence, references and the correlation of the proposal submitted to the needs of the College, and any other factors considered to be in the College's best interest. The bid will be awarded to the most responsible, responsive bidder whose proposal, conforming to this solicitation, will be most advantageous to the College, price and other factors considered.
- H. Equal Employment Opportunity:** It is the policy of Muskegon Community College to provide equal opportunities and not discriminate in enrollment, education, employment, public accommodations, activities or services on the basis of race, color, religion, sex, national origin, marital status, sexual orientation, political persuasion, disability, height, weight, age, or other prohibitive matters. It is the policy of the College to patronize only those vendors/organizations/ firms that demonstrate a commitment to equal opportunity within their own enterprises and abide by Federal and State laws.

SECTION VI: Insurance Requirements

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Muskegon Community College. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and

SIRs are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Worker's Compensation Insurance**, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

3. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. **Additional Insured:** Policy(ies) and coverages as described above, excluding Workers Compensation Insurance, shall include an endorsement stating the following shall be **Additional Insureds:** Muskegon Community College, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Muskegon Community College as additional insured, coverage afforded is considered to be primary and any other insurance Muskegon Community College may have in effect shall be considered secondary and/or excess.

5. **Professional Liability:** The Contractor shall procure and maintain during the life of this contract, Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.

6. **Cancellation Notice:** Policies, as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Muskegon Community College, Attention: Purchasing, 221 S. Quarterline Road, Muskegon, Michigan 49442).

7. **Proof of Insurance Coverage:** The Contractor shall provide Muskegon Community College at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections

where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to Muskegon Community College at least ten (10) days prior to the expiration date.

8. HOLD HARMLESS AGREEMENT: All contracts must contain the following Hold Harmless Agreement:

To the fullest extent permitted by law, the Vendor shall defend, indemnify, and hold harmless the College, its subsidiaries, departments, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury to or death of any person or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the College shall include, but is not limited to, claims alleging or involving the negligence of the Vendor, its subcontractors, or the joint negligence of the Vendor, its subcontractors, and/or the College, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the College.

SECTION VII: List of References

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

1. Name of Company _____
Address _____
Contact Person/Title _____
E-mail Address _____
Telephone Number _____

2. Name of Company _____
Address _____
Contact Person/Title _____
E-mail Address _____
Telephone Number _____

3. Name of Company _____
Address _____
Contact Person/Title _____
E-mail Address _____
Telephone Number _____

**MUSKEGON COMMUNITY COLLEGE
REQUEST FOR PROPOSAL
CHARTER MOTOR COACH SERVICE**

BIDDER’S CERTIFICATION

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

I propose to furnish the services 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 sixty (60) 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 vendor/organization/firm and that the vendor/organization/firm is ready, willing and able to perform if awarded this bid/proposal.

I further certify 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 interested in bid/proposal; and the undersigned executed this bidder’s certification with full knowledge and understanding of the matters contained and was duly authorized to do so.

Name of Vendor/Organization/Firm_____

Signature_____

Name & Title_____

Mailing Address_____

Telephone Number_____

E-mail Address_____

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Muskegon Community College

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.