

Muskegon Community College

Muskegon Community College Request For Proposals Website Development November 10, 2022

SECTION I: Summary

A. Request for Proposals

Muskegon Community College Office of Marketing and Communications seeks proposals from qualified website developers to overhaul the design, structure, and functions of its official website, <u>www.muskegoncc.edu</u> to positively impact student enrollment and retention, and employee recruitment. A new website will meet the need for ADA accessibility and position the college for future extensibility. It will be inclusive of diverse audiences and incorporate storytelling and video elements developed by the MCC Marketing and Communications team. The website will allow prospective students to view academic course listings, news, events, and athletic info.

Sealed proposals will be received either by email, mail, or personal delivery by **December 13**, **2022, at 2:00 p.m. Eastern Standard Time (EST).** Proposals received after the specified time will not be considered. An optional Pre-Bid Zoom Meeting will be held on **November 17, 2022, at IIAM EST.**

Proposals shall be emailed with the subject line "Website Development" or mailed in a sealed and plainly labeled envelope/box with the words "Website Development" on the outside of the envelope/box 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 mailed or delivered, one (1) original and (5) identical copies should be submitted to the following address:

Muskegon Community College Mike Council, Purchasing Manager 221 South Quarterline Road Muskegon, MI 49442 Electronic Submissions may be made to <u>mike.council@muskegoncc.edu</u> NOTICE: Prospective bidders who have received this document from a source other than the Office of Financial Services or Office of Marketing & Communications should immediately contact the Office of Financial Services and provide their name and email 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 annual total student enrollment of approximately 5,000 students. The College has an annual operating budget (General Fund) of \$41.9 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 over 80 degree and 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 Art 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 Building. MCC also operates extension centers in Ottawa and Newaygo Counties, as well as the Sturrus Technology Center in downtown Muskegon.

SECTION II: Scope

STATEMENT OF PURPOSE

MCC is seeking proposals from qualified website developers to overhaul the design, structure, and functions of its official website, www.muskegoncc.edu, for accessible, responsive use on multiple devices and screens, including desktop, tablet and mobile. The vendor will develop a new website with the primary function of positively impacting student enrollment and retention, and staff recruitment. A new website will meet the latest web accessibility guidelines required by the US Office for Civil Rights, currently WCAG 2.0 Level AA guidelines, and position the college for future extensibility. In addition to graphic design and navigation, the vendor will provide guidance and assistance throughout the entire collaborative process, from concept development, gathering stakeholder input, construction, testing, and implementation of maintenance methods.

BACKGROUND

Ellucian launched our current website, created with WordPress, in 2014. We are seeking a new website with a contemporary look and feel. The current site has become heavily laden with text, few visual elements, few videos, and too much historical information. The College would like to improve our primary objective: to attract prospective students to enroll at the college and prospective employees to choose to work at MCC. The secondary objective is to retain current students. Secondary audiences include current students, high school guidance counselors, alumni, donors, community members, media, and campus visitors. The new site should incorporate storytelling and



video elements. In June 2022, MCC launched a Student Bridge site (<u>www.mccyoucan.org</u>) to provide an interactive platform for video storytelling. The new website will be inclusive of diverse audiences and make it easy to view academic course listings, news and events, athletics, and departmental pages.

Muskegon Community College contracts all IT services to Ellucian. Ellucian will need to have full access to the backend of the website and services will need to be coordinated. The employee and student intranet (MY MCC) will continue to be provided by Ellucian, and the two will need to work together. Muskegon Community College uses a Microsoft platform.

SCOPE OF SERVICES

The purpose of this Request for Proposal is to establish a one-year contract with a qualified Contractor to overhaul the design, structure, and functions of MCC's official website, www.muskegoncc.edu. The contract should include provisions for technical support for website maintenance after the initial launch.

The College's website needs a modern, eye-catching design appropriate for a forward-looking institution of higher education, which includes:

- new brand updates incorporated into the new website design. The college is amid a brand audit and re-branding process and the new website will need to align with this brand once completed
- ability to update the website homepage to reflect the latest campaign style/messages
- ease of use and intuitive navigability for prospective students, prospective employees, community members, donors, alumni, current student, and employees
- distributed editing
- ADA compliance according to the latest US Office for Civil Rights requirements
- consistent and logical organization of pages and use of nomenclature across all pages
- functional for working with systems in place for course registration, admissions and scholarship applications, financial aid application, payment for services and calculators across all end-user consumption platforms (tablet, all common mobile devices including smart phones and tablets, computers)
- interactive calendar of events
- feed one of the College's social media platform's posts to the college's homepage if the final approved design allows; link to: Facebook, Twitter, Instagram, TikTok, LinkedIn and YouTube sites
- responsive design for functionality on mobile devices, including all common mobile devices including smart phones and tablets

The College may require the selected Contractor to assist in making decisions related to support and maintenance of the new website.

As a result of this solicitation, the College may request a combination of services related to its Internet presence, including design, development, promotion, and support.



Specific services required shall include, but are not limited to, the items listed below. At a minimum, proposer shall fully describe and/or demonstrate their procedures and/or ability to meet the College's needs regarding the issues listed.

Please address each line-item point by point:

Website Design Guidelines

- Provide a website that is based on research and experience with other institutions of higher education
- Use creative, original page designs fashioned to the College's needs with the primary target audiences being prospective students, prospective employees, community members, donors, and alumni
- Create a home page that is visually appealing, intuitive, and usefully designed for prospective students, employees, and visitors
- Use the latest industry tools to create dynamic and informative pages that link to each other logically and are navigated easily. The current website contains about 2,400 individual pages, many of which may be deleted or consolidated prior to and during the redesign. Migration and mapping of current data, content, and URLs will be the responsibility of the vendor
- Serve the needs of a multi-faceted audience, with a focus on attracting potential students, potential employees, engaging alumni and community leaders, and supporting an institutional identity predicated upon meeting community and student needs
- Successfully guide future students through all the steps on how to enroll
- Work in harmony with current and future third-party systems like Blackbaud Net Community (BBNC), allowing for a seamless experience for alumni, donors, and other constituents using event registration, profile updates, and other Raiser's Edge attributes
- Allow for the embedding of video, audio, and other interactive media on any given page
- · Allow MCC to create branded, online forms to use to collect data
- Migrate existing forms, directories, PDFs, and departmental descriptions into the new site
- Provide a new net cost calculator
- Create sensible user interfaces and an intuitive Section 508-compliant navigation system which presents all pages on the site with a similar look and feel. Employ best practices to allow access to people with various abilities while meeting or exceeding Section 508 and ADA guidelines
- Design an interactive online master calendar of MCC events that can be filtered by the end user, easily updated by minimally trained College staff and used in customizable ways in several areas of the website
- Map all current top-level content from old system URLs to new system URLs



- Content Management System should allow site administrators to restrict author formatting rights
- Design an interactive map of MCC's main campus, Sturrus Technology Center, and extension sites
- Provide three sample concepts for the MCC home page, and three corresponding pages that each convey a unique style

Conversion

Proposals should include a detailed plan and timeline for launching the overhauled site, accounting for all pages under the <u>www.muskegoncc.edu</u> umbrella, either all at once or gradually over time. The College expects a seamless conversion to the final website and detailed timeline. During the conversion, content for the new site (including text, photos and video) will be created primarily by the Marketing and Communications Department in consultation with various internal stakeholders.

Maintenance

The new website should be structured in such a way that College staff, with limited web design experience, can maintain, update and modify the text, media and page design across all pages and fix basic problems that arise in the routing checking of links, images and code. However, proposal should also include costs and availability for proposer to provide general maintenance as needed and if the contract is extended for approximately two (2) years after the website launch is completed.

Search Engine Optimization

Ensure College website exposure by adhering to the latest search engine optimization (SEO) best practices and submitting page and sitemap information to all popular search engines (Google, Bing, Yahoo, et al) while allowing for intuitive integration with major social media platforms (Facebook, Twitter, et al).

Future Customization

New website should allow for the flexibility to significantly redesign pages in the future.

Digital Strategy

Proposals should advise on the College's needs, goals, and expectations with consideration of the characteristics of a community college and how its website can complement and enhance services for prospective students, current students and employees, and the public.

Examples

Proposals should include at least three examples of previous work that demonstrate proposer's web design abilities.

Customer Service

The availability of no charge phone access for College staff to contact Customer Service will be required on a 24/7 basis. The vendor will propose a suitable hosting solution and will provide service level expectations including uptime guarantees and throughput levels.



The scope of work may be altered by mutual agreement of both parties as the project develops.

TERMS AND CONDITIONS

The successful Contractor will begin service on **February 23, 2023**. The contract will be for twelve (12) months and is renewable for consecutive extensions for website maintenance if performance meets or exceeds requirements. Monthly performance reviews will be held between the contractor and MCC during the first year of the contract, followed by a 30-day period to resolve issues that arise during each performance review.

If at any time the Contractor is non-compliant with any portion of the contract, MCC will give Contractor 30 days' written notice to comply. If compliance is unsatisfactory after 30 days, then MCC may give final written notice to terminate the contract 30 days thereafter.

All travel and accommodations are the responsibility of the Contractor and should not be billed separately to MCC. Submission of a proposal indicates the firm's understanding of the information contained in this RFP, as well as the acceptance, subject to clarifications, of conditions described.

PROJECT TIMELINE

November 10, 2022, Request for Proposals Issued

November 17, 2022, 11AM EST Pre-bid Zoom Meeting Optional

December 13, 2022, 2PM EST Proposals due

January 11-January 26, 2023, Contractor presentations to Selection Committee

February 15, 2023, Board of Trustees Approval

February 16, 2023, Award and Notification

February 23, 2023, Commencement of Service

February 22, 2024, latest day for the new Website Launch

TERMS OF CONTRACT

A time frame for completion of the project should be included in the proposal. The term of the contract will not exceed one year from the time of award. All travel and accommodations are the responsibility of the vendor and should not be billed separately to MCC. Submission of a proposal indicates the firm's understanding of the information contained in this RFP, as well as the acceptance, subject to clarifications, of conditions described.

PROPOSAL FORMAT

In order for MCC to select the vendor who will best support our objectives, all proposals should be submitted as a PDF document that contain the following sections:



A. Executive summary that summarizes why your agency is uniquely qualified, citing your technical expertise, design acumen, and proven success in higher education or similar institutions (no more than three pages)

B. Introduction to the work team; 1-2 pages outlining biographical, experience, and contact information for the person(s) who will work on this project and be our main contact(s)

C. A list of past projects, providing a short description of each with a hyperlink to the websites developed by your agency

D. I-2 pages that explain your approach to web development projects and how you will meet accessibility requirements

E. Detailed description of the development process, with timeline that identifies key project stages and related costs for each stage

F. A minimum of five references, each with project summary and phone, email, and mail contact information (See page 13)

G. Terms and conditions

H. Required Forms: Complete and sign all required forms (See page 14)

All proposals will be reviewed by the Web Advisory Team led by the Office of Marketing and Communications. Selection of a vendor will be determined by the above criteria and approval by the College President and the Board of Trustees. MCC reserves the right to award the contract to the firm that the College believes offers the best value in terms of cost, technical expertise, and proven experience. This may or may not be the firm with the lowest bid.

An optional Zoom meeting will be held on **Thursday, November 17, 2022, at IIAM (EST)**. The proposers will have the opportunity to clarify or ask questions about this RFP.

Zoom Meeting Information:

Join Zoom Meeting https://muskegoncc-edu.zoom.us/j/98017044935?pwd=NldUNStvQ0xOWmJkdTRUazgyak51UT09 Meeting ID: 980 1704 4935 Passcode: 972829 One tap mobile +13017158592,,98017044935# US (Washington DC) +13092053325,,98017044935# US Dial by your location +1 301 715 8592 US (Washington DC) +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 646 558 8656 US (New York) +1 646 931 3860 US +1 564 217 2000 US +1 669 444 9171 US +1 669 900 9128 US (San Jose)



+1 689 278 1000 US +1 719 359 4580 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US Meeting ID: 980 1704 4935 Find your local number: <u>https://muskegoncc-edu.zoom.us/u/aD0bUysuK</u>

SECTION III: Proposal Format and Content

A. MCC will accept proposals until December 13, 2022, at 2:00 p.m. EST via email to mike.council@muskegoncc.edu or mail or personal delivery. If mailed or delivered, one (1) original and five (5) copies of the proposal are to be submitted to:

Muskegon Community College Mike Council, Purchasing Manager 221 South Quarterline Road Muskegon, MI 49442

- 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.
 - **4. Total Cost** State the maximum dollar amount your Vendor/Organization/Firm proposes to fulfill this request.
- 5. Other Terms & Conditions State any other conditions, exclusions or alternates

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 RPF Contact Person. <u>All questions and concerns must be received no later than **December 6, 2022 at 2:00 p.m. EST.** 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.</u>

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

- I. Proposals must be submitted by December 13, 2022, at 2:00 p.m. EST
- 2. Oral presentations by final candidates, if deemed necessary by MCC, will take place on a date to be determined.
- 3. Award notification following February 15, 2023, Board of Trustees meeting, but no later than February 19, 2023.

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 received by <u>December 13, at 2:00 p.m. EST</u>, or received via email at <u>mike.council@muskegoncc.edu</u> by December 13, 2022, at 2:00 p.m. EST
- **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:

I. 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 and 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.



MUSKEGON COMMUNITY COLLEGE REQUEST FOR PROPOSAL Website Development

SECTION VII: List of References

IMPORTANT: This form <u>must be returned</u> with the bid proposal form.

١.	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

Website Development

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 ninety (90) days 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	
20520974-2	



Muskegon Community College

<u>CERTIFICATION. REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY</u> <u>MATTERS</u>

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- I. 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

 $\hfill\square$ I am unable to certify to the above statement. Attached is my explanation.