

**MUSKEGON COMMUNITY COLLEGE  
REQUEST FOR PROPOSAL**

**Muskegon Community College – Main Campus 2012 and  
2016 Furniture Replacement Project**

**Issue Date: October 20, 2023, 2pm**

**Proposal Due Date: October 31, 2023, 2pm**

**RFP Coordinator:** Mike Council  
Purchasing & Financial Services Manager  
Room # 1044C  
221 S. Quarterline Road  
Muskegon, MI 49442  
**Telephone:** (231) 777-0247  
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FROM THE TIME THIS RFP IS ISSUED UNTIL AWARD NOTIFICATION IS MADE, ALL CONTACT WITH MCC REGARDING THIS RFP MUST BE MADE THROUGH THE MCC RFP COORDINATOR. NO OTHER PERSON/MCC EMPLOYEE IS EMPOWERED TO MAKE BINDING STATEMENTS REGARDING THIS RFP. VIOLATION OF THIS PROVISION MAY LEAD TO DISQUALIFICATION FROM THE BIDDING PROCESS AT MCC'S DISCRETION.

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## **PART I INTRODUCTION**

### **A. PURPOSE**

Muskegon Community College is seeking and accepting proposals from qualified Contractors for the delivery and installation pursuant to the specification attached to this RFP. Main Campus rooms 2012 and 2016 are located on the 2<sup>nd</sup> floor of the main campus.

The spaces need replacement furniture as the space is receiving new flooring and paint this fall. Some items will be reused and will need to be moved from the 3<sup>rd</sup> floor with large shelving needing to be anchored to the drywall in the respective locations.

Project location – Muskegon Community College Main Campus, 221 South Quarterline Road, Muskegon, Michigan, 49442.

### **B. BACKGROUND**

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

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

In 2013, MCC received approval and funding for a construction and renovation project involving four major areas that include: Science, Technology, Engineering, and Math (STEM) Center, MCC Muskegon Downtown Center, Health, and 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, Contractor agrees to the following terms and conditions:

- I. **Proposal Due Date.** Proposals must be sealed and received by either mail or personal delivery on **October 31, 2023, 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 2012 and 2016 Furniture**

**Replacement Project** and with the name of the firm submitting the proposal. It is the sole responsibility of the Contractor 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 # 1044C  
 221 S. Quarterline Rd.  
 Muskegon, MI 49442

2. **Contractor Questions or Clarifications.** If any Contractor 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 contractor 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 2012 and 2016 Furniture Replacement Project**  
[mike.council@muskegoncc.edu](mailto: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 Contractors as quickly as possible.
4. **Proposal Rejection.** MCC reserves the right to reject any Contractor's response for any reason. MCC is under no obligation to award any Contractor the business and may elect to reject all responses and pursue actions outside of this RFP process.
5. **Contractor Expenses.** Contractor is solely responsible for any expenses it incurs by it for proposal preparation and submission. This includes attendance at personal interviews or other meetings.
6. **Instruction and Format Requirements.** All proposals should adhere to the instruction and format requirements outlined in this RFP and in all written supplements and amendments (such as summary of Questions and Answers), issued by MCC.
7. **Criteria for Award Consideration.** General criteria upon which proposals will be evaluated include, but are not limited to, the following:
- Specification adherence (e.g. elements, attributes, appearances)
  - Construction (e.g. installation plan, quality, design, materials)
  - Cost (e.g. initial cost, life-cycle cost, long term cost)
  - Completeness, thoroughness, and detail of response as reflected by the proposal's coverage of all elements in the product and work requested.
  - Proposer's past relationship with the College
  - Quality of the proposer's existing goods and services
  - Attendance of mandatory pre-bid (project scope and overview meeting)

- List and weight of any other relevant factors
8. **Selection Process.** The selection process will be performed by a selection committee representing the Muskegon Community College – Physical Plant. This group will evaluate the proposals and make the final decision.
  9. **Contract Awarded and Pricing Structure.** Proposals are to include the price per item and the price for transportation, demolition of current unit, installation, and startup.
  10. **Duration of Offer.** All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal is due, unless extended by mutual written agreement between Muskegon Community College and the contractor.
  11. **Review Final Contract Documents.** If MCC awards this project to a Contractor, this RFP and the selected Contractor’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 Contractor 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:

Action	Date
RFP Issued	October 20, 2023, 2pm EST
Mandatory Pre-bid Walkthrough	October 25, 2023, 9am EST Muskegon Community College – Main Campus Stevenson Center Lobby 1 <sup>st</sup> Floor
Proposal Due Date	October 31, 2023, 2pm EST
Review RFP proposals	November 2, 2023
Selection of Contractor	November 17, 2023, EOD EST

## PART II SCOPE OF SERVICES

### A. REQUIRED SERVICES & EXPECTATIONS

#### I. Delivery and Installation.

- Muskegon Community College is a smoke-free, tobacco and weapons free campus.
- The Contractor will work pursuant to the specifications attached in the RFP, project specifications and drawings for the project.
- All planned installation – delivery, demolition, installation services and startup will be performed during normal campus working hours that match applicable requirements of Muskegon Community College. Monday – Friday 7am – 5pm. There will be 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.
- Safety of the Contractor, sub-contractors, campus community, and guests is paramount in all projects. The Contractor will provide signage, fencing, barricades, cones, and other to the satisfactory of the College to provide separation from the work site and associated areas to promote a safe project site.
- This project is not subject to Michigan prevailing wage requirements.
- 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 RFP submission and authorized by the College.
- Dumpster space is available within 500 ft. in the northwest parking lot, adjacent to the work area.
- Contractor will be responsible for all construction separation fencing, temporary signage, cones, barricades, and applicable measures to ensure a safe jobsite for the duration of the project until completion.
- The Contractor shall be responsible for the daily removal of crating and packing materials from the College premises.
- The Contractor shall be solely responsible for correcting damages to the college premises resulting from the installation process.
- The Contractor will comply will all Federal, State, and local laws, and regulations governing the furnishing and use of all safeguards, safety devices, and protective equipment. The Contractor will take any other actions as necessary to protect the life and health of employees on the job and the safety of the public as well as protect property during the performance of the agreement.

- Items shall be considered received when completely unpacked, assembled, installed and free of dirt, marks, dents, scratches, tape, packaging, or other foreign substances.
- The installation shall be inspected by representatives of the College and the contractor prior to final acceptance by the College.
- The delivered product will be inspected by the College. In the event the delivered product fails to conform to award specifications, the Contractor shall remove the delivered product and immediately replace it with an acceptable product conforming to the contract requirements at no additional cost to the College.
- The Contractor will meet with the College as needed or requested by MCC.
- The Contractor will invoice the College pursuant to an agreed upon payment schedule.
- The Contractor will provide all supplies and materials to complete the project.
- The Contractor will provide, fully train, and direct the work force.
- Provide a complete set of as-builts of all work, AutoCAD files (or any other electronic software used to develop the design and as-builts), PDF, and hardcopy.
- Provide all necessary equipment, hardware, adapters, and any other materials necessary for a complete installation.
- All campus access and activities will be subject to Covid - 19 protocols and requirements.

## **B. FINAL CONTRACT**

Following the award, MCC and the selected Contractor will negotiate the terms of the definitive contract. In the event that an acceptable contract cannot be reached with the selected Contractor, MCC may withdraw its award and negotiate with the next highest ranked Contractor, 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 Contractor or any of the Contractor's employees by MCC. The Contractor is an independent contractor for all purposes under this Agreement.
2. Contractor shall perform its services in a professional manner and shall use only qualified and experienced personnel.
3. Contractor agrees to maintain at all times, adequate staff of experienced and qualified employees for efficient performance under this Agreement.
4. Contractor agrees that all personnel working for or on behalf of Contractor, 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. Contractor shall be responsible for all damages to persons or property caused by the Contractor or any of its agents or employees while on MCC's premises. Contractor 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 Contractor fails to do so, MCC may repair such damage and the Contractor shall reimburse MCC promptly for the cost of repair.



6. Contractor agrees that, in the event of an accident of any kind, the Contractor 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 Contractor 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 Contractor will be grounds for termination. Termination will take place within fifteen (15) days of notification.
9. All prices for the Contractor's services hereunder are firm for the term of this Agreement. MCC shall pay the Contractor for satisfactory performance of the services specified in this Agreement, and any related addenda.
10. The Contractor will abide by all State and Federal Regulations on wages and hours of any employee. The Contractor shall be responsible for all of its employees, subcontractors and their actions during their term of the contract with MCC. The Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor'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.** Contractor 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.** Contractor 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 the 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.** Contractor 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.** Contractor 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.** Contractor 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 Contractor, 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. Contractor 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 Contractor, 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.** Contractor shall maintain in force for the duration of this contract errors and omissions liability insurance appropriate to the Contractor'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 Contractor'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 Contractor 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 Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to MCC in this contract.
11. **Indemnification.** Contractor 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 Contractor's performance under this Agreement, except, however, Contractor will not be required to indemnify MCC for claims that arise out of the sole negligence or acts of MCC.
12. **Subcontractor Requirements.** Contractor agrees to contractually obligate its subcontractors to indemnify MCC in precise conformance to the terms of Contractor's obligation to indemnify MCC pursuant to this Agreement. The Contractor further agrees to contractually obligate its subcontractors to provide insurance with the insurance coverages and limits of liability required to be provided by the Contractor 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 Contractor shall cease operations and shall not resume operations until new insurance is in force.

## E. PROPOSAL FORMAT

In order to ensure 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 Contractor 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 Executive Summary to three (3) pages including the separate sheet.
3. **Company Profile.** The company profile shall include a brief description of the Contractor's company size as well as the proposed local organization structure. Include a discussion of the Contractor'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 Contractor's qualifications and previous experience on similar or related projects. Contractor 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 Contractor understands MCC's objectives and work requirements, and the Contractor's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the Contractor'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 Contractor 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 Contractor 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 category 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 Page 14
- B. Schedule B -- List of References Form Page 15
- C. Certification. Regarding Debarment, Suspension, & Other Responsibility Matters Page 16

**PART IV PROPOSAL FORMS**

Drawings and Specifications-- Posted & Provided Electronically

**Schedule A**

**MUSKEGON COMMUNITY COLLEGE  
REQUEST FOR PROPOSAL**

**“Muskegon Community College – Main Campus 2012 and  
2016 Furniture Replacement Project”**

**PROPOSER’S CERTIFICATION**

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

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

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

The undersigned certifies that this bid/proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a bid/proposal for the same commodity or service; no officer, employee or agent of Muskegon Community College or of any other contractor/proposer interested in bid/proposal; and the undersigned executed this contractor/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 Contractor/contractor and that the Contractor/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 contractor that were provided copies of this solicitation (via contractor pickup, mail, fax or email). The RFP Coordinator will send the addendum to any contractor who directly received a copy of the RFP from the RFP Coordinator. Any contractor 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 2012 and  
2016 Furniture Replacement Project**

**LIST OF REFERENCES**

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

The Contractor 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:** \_\_\_\_\_

# 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.
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.