

**MUSKEGON COMMUNITY COLLEGE
REQUEST FOR PROPOSAL**

**Muskegon Community College -
Facilities Condition Assessment,
Master Plan Update and ADA Study & Transition Plan**

**Issue Date: Wednesday, November 15, 2023, 3pm
Proposals Due Date: Monday, December 11, 2023, 2pm**

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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 for the **Muskegon Community College - Facilities Condition Assessment, Master Plan Update, and ADA Study & Transition Plan**. Muskegon Community College shall select the vendor whose proposal, and oral presentation, if requested, demonstrates the capability to best fulfill the proposal of this RFP in a cost-effective manner.

B. BACKGROUND

Muskegon Community College (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. MCC has a full-time equated student enrollment of approximately 2,300 and unduplicated head count of approximately 5,100. The College has an annual Operating Fund budget of \$44 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.

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 voter 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.

The \$9.6 million Science Center was completed in August 2015 as an addition to the existing Stevenson Center. The new Science Center was sited and designed to blend in with the original buildings and minimally disturb the site. The exterior landscape provides habitat for vegetation and wildlife, along with preventing water erosion and discharge of storm water. The Science Center was built using the USGBC LEED Building Design and Construction Version 3 Rating System to document the sustainable strategies used during the design and construction of the new science center. LEED features employed in the Science Center construction included: landscaping with proper storm water drainage; the use of light colored, heat-reducing colors on sidewalks and roofs; air quality control; use of low volatile organic compounds; water efficient plumbing; individualized lighting controls, use of recycled construction materials; recycling of construction waste; and implementation of recycling containers. For more information on this facility please visit <https://www.muskegoncc.edu/administration/mcc-science-center/>.

The \$19.8 million renovation and equipment installation of the Downtown Center was opened for classes in the fall of 2017. Architects and contractors transformed the 89-year-old newspaper office building and press room into a training center for high-tech manufacturing programs to service students seeking these type of high-demand jobs. Additional information on this building project can be found at <https://www.muskegoncc.edu/administration/mcc-downtown-center/>.

In December 2018, construction was completed on a \$14.1 million 52,000 square foot classroom and academic building on the south side of the main Muskegon Community College campus. The Health and Wellness Center programmatically functions as the primary location for MCC's Health, Physical Education and Recreation (HPER) Department. Focused on the health and wellness of all students, the HPER Department offers classes that are required in most students' core curriculum. In addition, the facility contains collaborative learning spaces; large and small classrooms; a state-of-the-art Health Simulation Lab for MCC students in nursing, respiratory therapy, and medical assistant programs. The building is organized on one contiguous floor level. The main physical education center and fitness room are located at the east end and the fitness area, classrooms, academic offices, simulation lab, and clinic spaces are on the west end. For more information on this on the Health and Wellness Center go to <https://www.muskegoncc.edu/health-and-wellness-center/inside-the-health-and-wellness-center/>.

The new Art and Music Building opened to students in August 2019. The \$9 million renovation project transformed the vacated Applied Technology Building into a state-of-the-art facility supporting the educational pursuits of arts and music. The renovation resulted in modern classrooms and faculty offices, music ensemble and practice rooms, a variety of art studios and gathering spaces for students. More details on this project can be found at <https://www.muskegoncc.edu/arts-and-humanities/art-and-music-building/>.

All of these construction and renovation projects that took place from 2014 to 2019 were identified in the last Facility Master Plan that MCC had completed in 2010. See the details of the full Master Plan in Attachment C. There were a few areas identified in the 2010 Master Plan that were not able to be completed such as the renovation MCC's Overbrook Theater. Sufficient funding to complete the Theater and the other areas was the primary challenge.

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 Monday, December 11, 2023, at 2p.m. 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 - Facilities Condition Assessment, Master Plan Update and ADA Study & Transition Plan**" 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 eight (8) 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. **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
Room # 1044C
221 S. Quarterline Rd.
Muskegon, MI 49442

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: 100 points

- RFP / Specification adherence (e.g., elements, attributes, appearances) 15 pts
- Cost (e.g., initial cost, project life-cycle cost) 10 pts
- Completeness, thoroughness, and detail of response as reflected by the proposal’s coverage of all elements in the product and work requested 20 pts
- Qualifications and experience of company 15 pts
- Qualifications and experience of the project team 15 pts
- Proposed project implementation schedule 20 pts
- References of comparable projects 5 pts

Non-attendance to mandatory pre-bid disqualifies and excludes any vendor from providing a proposal.

8. **Selection Process.** The selection process will be performed by a selection committee representing the Muskegon Community College’s 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:

Action	Date
RFP Issued	Wednesday, November 15, 2023, 3pm
Mandatory Pre-Bid	Tuesday, November 28, 2023, 10am, Stevenson Center room 1308
Deadline for Receiving Questions	Thursday, November 30, 2023

Responses to Questions:	Thursday, December 7, 2023 EOD (5pm)
Proposal Due:	Monday, December 11, 2023, 2pm
Finalists Selected: Not later than	Wednesday, January 3, 2024
Presentations / Interviews (if necessary):	January 8-12, 2024
Selection of Vendor	Wednesday, January 17, 2024
Project Start Date:	February 1, 2024
Completion of Final Report and Data Turnover	September 30, 2024

PART II SCOPE OF SERVICES

A. REQUIRED SERVICES & EXPECTATIONS

Muskegon Community College intends to obtain the services of a qualified company to provide the services outlined below. Best industry practices and/or best management practices may require additional services not explicitly enumerated below. Each company responding should identify additional services required, if any, along with their cost and descriptions.

The project consists of conducting a thorough assessment of the current condition of all facilities including buildings, water ways, greenspace parking areas and roadways. The project includes further developing and updating the College's s master plan, which will require the company to develop a consultation model with, but not limited to, key College administration to ascertain current goals met, future considerations and in what manner the campuses would need development to meet these long-term goals. A space utilization assessment will be completed in conjunction with the Master Plan. The project contains an ADA Assessment component for the College facilities.

The facilities condition assessment, master plan with space utilization, and ADA assessment is to be completed for the following 19 College facilities. For further detailed information on each site, please see Appendix A.

- Physical Plant Storage Building (former Art Building)
- Arts & Music
- Athletic Fields
- Automotive / Grounds / Cold Storage
- Bartels Rode Gymnasium
- Black (4 mile) Creek Stream and Dam
- Creative Performing Arts
- Downtown Center Storage (STC Garage)
- University Park Golf Course – Course
- Golf Course Maintenance
- Golf Course Pro Shop
- Golf Course Pump House
- Health & Wellness Center
- J.L. Stevenson Center for Higher Education
- Kasey Hartz Nature Trail and Associated
- Kraft Alumni/Foundation House
- Library/Information Technology
- Life Science Center
- Main Building
- Observatory (William Devette)
- Ottawa Center
- Roads and Parking
- Sturrus Technology Center

Appendix A – Current Property Locations and Square Footage page 18

Attachment A – Main Campus Guest Map

Attachment B – Sturrus Technology Center Guest Map

Attachment C – 2010 Main Campus Facilities Condition Assessment and Master Plan

Attachment D – 2013 Main Campus HVAC Systems Study

I. Project Deliverables

- a. Site inspections: A complete facility inspection and evaluation will be performed in order to determine the existing condition of each facility by identifying current deficiencies and immediate repairs required to the building systems in order to maintain their current level of service. The inspections will be based on visual observations and non-destructive testing of specific mechanical, electrical and plumbing components, building interior and exterior

components, visible HVAC components, and visible plumbing fixtures/piping. Site plans, floor plans and “As built” drawings of each facility (if available) will be provided to the selected company during performance of the work.

- b. Maintenance Plan with Cost Estimates: Prepare a comprehensive facilities master plan report that identifies current deficiencies and the costs to repair them (the Report). The Report shall also include a 10-year forecast of recommended maintenance activities and their associated costs, broken down by their main components such as plumbing, electrical, building envelope, and interior spaces, etc. The estimated costs are to be probable construction cost estimates that are not obtained from formal bids however, they are to be based on current construction standards and exclude any markup, factor to cover all “soft costs”, such as project management, permitting, drawings, etc. The Report shall include overall facility specific recommendations for routine maintenance activities and a review of existing maintenance policies and practices along with any modifications thereof to reduce future capital / operational costs. The 10-year forecast portion of the Report shall be submitted in MS word format both in hard (10 bound copies) and electronic formats.
- c. Campus Master Plan Updated: Prepare a comprehensive campus master plan that reflects anticipated campus development, program development and the anticipated changing environment of the campus community. The Plan will include gathering information from but not limited to College leadership, administration, faculty, and staff. The Plan will have components of Curriculum Development, Enrollment Projects, and Space Utilization. The updated Campus Master Plan will be for a period of 10 years that will forecast and recommended action items to meet the campus long-term community and academic goals.
- d. ADA Survey and Assessment: Prepare an overall facilities ADA Transitional Plan that identifies facility related deficiencies for compliance of the Americans with Disabilities Act. Furthermore, the United States Access Board 2010 Standards of Accessible Design, Recreational Facilities, Outdoor Developed Areas, Public Rights of Way Standards, etc. will be considered in the Plan’s development. While not all standards listed are required for entities covered under Title II and III of the Americans with Disabilities Act (ADA), they are standards released by the Access Board for federally funded facilities, covered under the Architectural Barriers Act, which provide important guides and best practices when creating accessible facilities, particularly when creating accessible recreation opportunities. In anticipation of the adoption that these standards for Recreational Facilities, Outdoor Developed Areas, etc. will become required for entities covered under the ADA, it will be in the best interest of the College as well as the Transition Plan to be consulted. The Transition Plan will include recommended immediate action items and their associated costs, broken down by their main components such as finishes, plumbing, electrical, building envelope, and interior spaces, etc. The Transitional Plan will take into consideration all facilities to develop a long-term plan for the College. The Assessment will include, but not limited to, all grounds, roads and sidewalks, conveyance, stairwells, entrances, emergency exits, hallways, classrooms, ramps, approaches, common areas, food service, conference areas, pool, spa, physical barriers, restrooms, mother’s lounges, breakrooms, and office areas. The Transition Plan will include current conditions, and anticipated costs to respond to needs. The Transition Plan shall coincide with the Facility Condition Assessment and Campus Master Plan.
- e. Presentation of Project (Final Product) to Campus Community: Once work is completed on all phases of the Project and presented in its entirety, a final report synopsis will be

presented, prior to final Project closeout, to the College in an overview format that will be scheduled by the College. College Board Members, administration, faculty, staff, and community members / partners could be in attendance of the presentation. The provider will utilize digital presentation delivery methods in an auditorium setting.

B. REQUIRED SERVICES SHALL INCLUDE, BUT NOT LIMITED TO:

1. Identify and document current conditions of all College owned structures and physical property. Including the structural integrity, physical state of each building / area, and compliance with current building codes.
2. Assess and identify whether each building / area is serving the intended role, and if they are under or over utilized in their current capacity.
3. Utilization of space report will be compiled from information gathered with meeting Academics, Auxiliary Services and MCC Administration.
4. Identify the replacement and/or renovation costs for each building, and make recommendations as to which, if any, buildings should be renovated, replaced, relocated, as needed.
5. Provide current market values of College owned properties based on current and / or applicable zoning as well as highest / best use.
6. Recommend corrections for all deficiencies.
7. Provide a suggested priority list and/or timeline for accommodating the recommended replacement and / or reconstruction work.
8. Provide cost estimates for corrections, replacement, and / or reconstruction work for each of the facilities.
9. Forecast future facility renewal / construction costs.
10. Provide an assessment of maintenance efforts to date as compared to industry standards.
11. Provide preventative maintenance recommendations, to include and their associated costs based on industry standards (including but not limited to: ongoing building maintenance, equipment repair / replacement, paint, flooring replacement, lighting replacement, etc.)

C. THE TYPES OF BUILDING SYSTEMS SURVEYED MAY VARY WITH EACH FACILITY AND SHALL INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING SYSTEMS / CATEGORIES:

Site – topography, drainage, access / egress, paving, curbing, parking, flatwork, utilities
Exterior Systems – foundation, roofs, walls, window systems, exterior doors, civil / structural components
Interior Systems – walls, doors, flooring, ceiling, hardware, lighting, architectural components
Fire / Life Safety – including hazards, alarms, systems, and egress
Heating, Ventilation, and Air Conditioning – including controls, boilers, chiller. Packaged units, rooftop units, split systems, cooling towers, condensers, pumps, vav's, reheat coils, and terminal units
Electrical – including internal electrical distribution
Lighting Systems – conventional and programmable
Plumbing Systems – fixtures, supply, heating return, heating, storm and sanitary sewer drainage, valving, irrigation.
Fire Protection – suppression systems, IT servers, fire pumps
Specialized Construction and Outbuildings – bridges, paths, dam, waterways
Specialized Equipment and Systems
Conveyance

D. 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.

E. 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.

F. 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.

G. 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 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 accepted will not be open to later negotiation.
7. **Proposal Cost Sheet.** This section shall include the individual project costs, and all charges for site visits, inspections, subcontractors, research, insurance, etc. necessary to complete project completion.

PART III PROPOSAL FORMS

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

Schedule A

MUSKEGON COMMUNITY COLLEGE REQUEST FOR PROPOSAL

Muskegon Community College - Facilities Condition Assessment, Master Plan Update and ADA Study & Transition Plan

PROPOSER'S CERTIFICATION

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

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

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

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

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

Name of Business

Date

Address

Authorized Signature

City and State

Zip Code

Name (Typed or Printed)

Phone Number

Undersigned Title

E-Mail Address

Company URL

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

Schedule B

**MUSKEGON COMMUNITY COLLEGE
REQUEST FOR PROPOSAL**

**Muskegon Community College -
Facilities Condition Assessment,
Master Plan Update and ADA Study & Transition Plan**

LIST OF REFERENCES OF RELATED PROJECTS

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: _____

Appendix A:

Current Property Locations and Square Footage

Building	Address	Built	Square Ft
Creative Performing Arts	221 South Quarterline Road, Muskegon, MI	1967	6,954
Golf Course Pro Shop	2100 Marquette Avenue, Muskegon, MI	1968	719
Golf Course Pump House	2100 Marquette Avenue, Muskegon, MI	1968	1,250
Observatory (William Devette)	702 North Maple Island Road, Muskegon, MI	1985/1989/ 2001	484
Main Building	221 South Quarterline Road, Muskegon, MI	1967	231,055
JLS Center for Higher Education	221 South Quarterline Road, Muskegon, MI	1995	112,000
Gymnasium	221 South Quarterline Road, Muskegon, MI	1967	19,782
Automotive / Grounds	221 South Quarterline Road, Muskegon, MI	1975/1989	13,116
Golf Course Maintenance	221 South Quarterline Road, Muskegon, MI	1968	2,400
Arts & Music (Humanities)	221 South Quarterline Road, Muskegon, MI	2019	41,957
Library/Information Technology	221 South Quarterline Road, Muskegon, MI	2006	42,000
Kraft Alumni/Foundation House	1784 Marquette Avenue, Muskegon, MI	1939	1,272
Life Science Center	221 South Quarterline Road, Muskegon, MI	2015	17,680
Downtown Center Storage	445 West Clay, Muskegon, MI	2001	1,700
Sturuss Technology Center	388 West Clay, Muskegon, MI	1928/2016	104,943
Health & Wellness Center	221 South Quarterline Road, Muskegon, MI	2018	52,347
Grand Haven Center	16777 South Lincoln Street, Grand Haven, MI	1997/2019	6,550
Totals:			656,209

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.