



221 South Quarterline Road, Muskegon, MI 49442

**Muskegon Community College  
Request For Proposals  
Adobe Software Licenses**

**SECTION I: Summary**

**A. Request for Proposals**

Muskegon Community College Office of Financial Services seeks proposals from vendors/organizations/firms for **Adobe Software Licenses**.

Sealed proposals will be received either by mail or personal delivery by **Friday, June 6 at Noon EDT**. Proposals received after the specified time will not be considered.

Proposals shall be sealed and plainly labeled on the outside of the envelope/box with “**Adobe Software Licenses**” 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. One (1) original and (5) identical copies should be submitted to the following address:

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

*Electronic Submissions may be made to [mike.council@muskegoncc.edu](mailto:mike.council@muskegoncc.edu)*

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

## B. Background on Muskegon Community College

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

## SECTION II: Scope

Muskegon Community College (MCC) is seeking cost proposals for the following license options. The option that best fits the needs of the College will be selected.

Option 1	
<u>Product Description</u>	<u>Quantity</u>
CCE Pro - All Apps Pro,	272
CCE Shared Device License (Labs/Classrooms)	200

Option 2	
<u>Product Description</u>	<u>Quantity</u>
Acrobat Pro DC / Express Premium	172
CCE Pro - All Apps	100
Acrobat AIA	272
CCE Pro - All Apps - Students	100
Express Premium - Students	3,418
CCE Shared Device License (Labs/Classrooms)	200

## SECTION III: Proposal Format and Content

- A. MCC will accept proposals until **Friday, June 6 at Noon EDT**. One (1) original and five (5) copies of the proposal are to be submitted to:

Mike Council  
Purchasing and Financial Services Manager  
Muskegon Community College  
221 S 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. **Total Cost** - State the maximum dollar amount your Vendor/Organization/Firm proposes to fulfill this request.
  4. **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 RFP Contact Person. All questions and concerns must be received no later than **Wednesday, June 4 at Noon EDT**. MCC shall have a reasonable amount of time in which to respond to all questions and concerns; however MCC reserves the right to decline to respond to any question.

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

### **B. Timing**

1. Proposals must be submitted by **Friday, June 6 at Noon EDT**.
2. Oral presentations by final candidates, if deemed necessary by MCC, will take place on a date to be determined.
3. Award notification following **June 2025** Board of Trustees meeting, but no later than July 1, 2025.

### **C. Administrative Details**

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

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

### **EQUAL OPPORTUNITY NOTICE**

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

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

## SECTION V – Information and Instructions

- A. Submission Requirements:** The complete original proposal **must be submitted in a sealed package and received by Friday, June 6 at Noon EDT.**
- B. Interview:** A bidder may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any proposed price or other material condition. If MCC chooses to entertain presentations, the College will schedule and notify the bidder(s) of the time and location of their presentation.
- C. Modifications:** In order to more fully meet the needs of the College, Muskegon Community College reserves the right to request that the bidder modify the proposal.
- D. Request for Additional Information:** The bidder shall furnish such additional information as Muskegon Community College may require.
- E. Acceptance/Rejection/Modification to Proposals:** Muskegon Community College reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and waive minor irregularities in the procedures.
- F. Taxes:** Muskegon Community College is exempt from Federal, State, and Local Taxes and will not be responsible for any such taxes in connection with the award under this RFP.
- G. Evaluation/Award:** The evaluation and award of this bid shall be a combination of factors including but not limited to price, other conditions, professional competence, references and the correlation of the proposal submitted to the needs of the College, and any other factors considered to be in the College's best interest. The bid will be awarded to the most responsible, responsive bidder whose proposal, conforming to this solicitation, will be most advantageous to the College, price and other factors considered.
- H. Equal Employment Opportunity:** It is the policy of Muskegon Community College to provide equal opportunities and not discriminate in enrollment, education, employment, public accommodations, activities or services on the basis of race, color, religion, sex, national origin, marital status, sexual orientation, political persuasion, disability, height, weight, age, or other prohibitive matters. It is the policy of the College to patronize only those vendors/organizations/firms that demonstrate a commitment to equal opportunity within their own enterprises and abide by Federal and State laws.

## SECTION VI: Insurance Requirements

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

The Contractor shall procure and maintain the following insurance coverage:

1. 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.



## **SECTION VI: Other Requirements**

In order to ensure a uniform review process and obtain the maximum degree of compatibility, it is required that the proposals be organized in the manner specified below.

- A. Title Page:** The bidder should identify the RFP subject, the name of the Vendor/Organization/Firm, local address, telephone number, name and title of contact person and date of submission.
- B. Table of Contents:** Provide clear identification of the material by section and by page number.
- C. Vendor/Organization/Firm History:** Information related to the bidders qualifications and resources.
  - a. Briefly describe your Vendor/Organization/Firm history, number of employees and years in existence.
  - b. Provide details of your Vendor/Organization/Firm financial status and stability.
- D. Required Forms:** Complete and sign all required forms (See page 10).

### **MUSKEGON COMMUNITY COLLEGE REQUEST FOR PROPOSAL Adobe Software Licenses**

**MUSKEGON COMMUNITY COLLEGE**  
**REQUEST FOR PROPOSAL**  
**Adobe Software Licenses**

**BIDDER'S CERTIFICATION**

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

I propose to furnish the services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of sixty (60) days in order to allow Muskegon Community College adequate time to evaluate the proposals.

I certify that all information contained in this Request for Proposal is truthful to the best of my knowledge and belief. I further certify I am duly authorized to submit this proposal on behalf of the vendor/organization/firm and that the vendor/organization/firm is ready, willing and able to perform if awarded this bid/proposal.

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

Name of Vendor/Organization/Firm\_\_\_\_\_

Signature\_\_\_\_\_

Name & Title\_\_\_\_\_

Mailing Address\_\_\_\_\_

Telephone Number\_\_\_\_\_

E-mail Address\_\_\_\_\_

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# **Muskegon Community College**

## **CERTIFICATION. REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS**

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency.
2. Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default, have ever been on the Prevailing Wage Violator's Registry or are currently being investigated under current name or any DBA's, corporate names, subsidiaries or other business entities under which you have operated in the last three years; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the bid, been convicted or had a civil judgment rendered against it.
  - A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction.
  - B. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging, or
  - C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

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Name/Title of Authorized Representative

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Name of Participant Agency or Firm

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Signature of Authorized Representative

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Date

☐ I am unable to certify to the above statement. Attached is my explanation.