



**Muskegon Community College
Request For Proposals
Parking Lot Milling, Repaving, Striping and Catch Basin Repair**

**Issue Date: Friday, June 20, 2025,
Proposals Due Date: Wednesday, July 9, 2025, 2:00 PM**

RFP Coordinator: Mike Council
Purchasing & Financial Services Manager
Room # 1044B
221 S. Quarterline Road
Muskegon, MI 49442
Telephone: (231) 777-0669
Email: mike.council@muskegoncc.edu

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. Questions must be directed to 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.

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.

SECTION I: Summary

A. Request for Proposals

Muskegon Community College is seeking and accepting proposals from vendors/organizations/firms for parking lot and driveway milling, repaving, striping, and catch basin repair. The College shall select the vendor whose proposal demonstrates the capability to best fulfill the requirements of this RFP in a cost-effective manner.

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 2,300 and unduplicated head count of approximately 5,400. 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. 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 of Services

Muskegon Community College (MCC) is seeking proposals for parking lot and driveway milling, repaving, striping, and catch basin repair.

Location: Muskegon Community College 221 S. Quarterline Muskegon MI

- **Total Area – 2 parking lots and driveway:**
 - Approximately 60,000 square feet of 4 inches - driveways
 - Approximately 174,000 square feet of 3 inches – parking lots

Storm drain catch basin replacement

- Replace the two current catch basins to meet current DEQ/ EGLE standards for storm drain catch basins.

Demo

- Remove all components of the gated lot area. Coordinate with Newkirk electric for power disconnect or the possibility for Newkirk to tie into for pole power.

A. Milling

- Mill the existing asphalt surface to a depth of 4 inches in designated areas - driveways
- Mill the existing asphalt surface to a depth of 3 inches in designated areas – parking lots
- Ensure the milled surface is clean and free of debris prior to paving.
- Properly dispose of all milled materials in accordance with local regulations.

B. Repaving

- Pave using proper compacted base coat depending on area from 1.5” to 2”
- Pave using proper compacted topcoat depending on area from 1.5” to 2”
- Ensure proper grading and compaction to facilitate drainage and prevent water pooling.
- Adjust existing structures (e.g., manholes, catch basins) to match the new pavement if necessary.
- Must maintain ADA compliant sidewalk entrances.

C. Striping and Markings

- Restripe the parking lot in accordance with the existing layout.
- Include all necessary markings: parking stalls, directional arrows, stop bars, crosswalks, and ADA-compliant spaces with appropriate signage. All work must comply with local, state, and federal regulations, including ADA requirements.
- Use high-quality, durable traffic paint.
- Ensure all markings are straight, uniform, and free of overspray

D. Work Completion Schedule

- Option 1 - Completion by August 15, 2025 – preferred option
- Option 2 - Work to begin and be completed in late September/early October.

E. Site Access and Safety

- Coordinate with physical plant staff for site access and security requirements.
- Implement appropriate traffic control measures to ensure the safety of workers and the public.
- Maintain a clean and organized work site, removing debris daily.

F. Other Parts of Project

- MCC will be having conduit ran under the main drive over to the center grass area for future expansion.
- MCC will also be having power ran to several light poles in the parking lots for future cameras.
- It is expected that a coordination of work schedule between the selected vendor and Newkirk Electric before any milling can be started. Contact Ruben Cortez at Newkirk Electric.

SECTION III: Proposal Format and Content

- A.** MCC will accept proposals until **July 9, 2025 2:00 PM**. 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.

- 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., number of employees etc.)
- b) Number of years the Vendor/Organization/Firm has been in business.

- 3. Vendor/Organization/Firm References** — A minimum of three, but not more than six, shall be documented.

- 4. Total Cost** - State the maximum dollar amount your Vendor/Organization/Firm proposes to fulfill this request.

- 5. Work Schedule** – Include length of time to complete the project and timing of when the work will occur (Section II, D. Option 1 or Option 2)

- 6. Required Forms** – Proposer's Certification and Certification Regarding Debarment

- 7. 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 July 2, 2025. 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. Mandatory Pre-Bid Meeting June 27, 2025 10:00 AM

i Location:

Muskegon Community College Main Entrance

221 S. Quarterline Rd Muskegon MI, 49442

2. Proposals must be submitted by July 9, 2025 2:00 PM

3. Award notification following July 18, 2025 Board of Trustees meeting.

C. Administrative Details

1. The proposal must be signed and dated by a duly authorized Vendor/Organization/Firm representative.
2. MCC considers all information and documentation requested to be submitted in response to this RFP to be of a non-confidential and non-proprietary nature and therefore shall be subject to public disclosure. Bidders are hereby notified that MCC strictly adheres to all statutes, court decisions, and the opinions of the Michigan Attorney General with respect to disclosure of public information.

3. MCC reserves the right to reject any and all offers, to waive informalities and minor irregularities in offers received, and to request additional information from proposing Vendors/Organizations/Firms.
4. MCC reserves the right to accept the proposal for services deemed to be in the best interests of MCC. The accepted proposal may not necessarily be the lowest bid.
5. Work performed and plans produced shall comply with all state, federal and local laws, including but not limited to those related to building, environmental, statutory, legal process, OSHA and the Fair Labor Standards Act.
6. The contract may be terminated by mutual consent of both parties or by Muskegon Community College at its discretion. This contract, if awarded, may be cancelled in whole or in part by Muskegon Community College upon giving at least sixty (60) days written notice prior to cancellation; except that nonperformance on the part of the contractor(s) will be grounds for termination upon fifteen (15) days written notice.
7. The firm will abide by all State and Federal Regulations on wages and hours of any employee. The firm shall be responsible for all of its employees, subcontractors and their actions during their term of the contract with Muskegon Community College.

SECTION V – Information and Instructions

A. Submission Format:

Proposals shall be emailed with the subject line “Parking Lot Milling, Repaving, Striping and Catch Basin Repair” or mailed in a sealed and plainly labeled envelope/box with the words “Parking Lot Milling, Repaving, Striping and Catch Basin Repair” on the outside of the envelope/box along with the name of the vendor/organization/firm submitting the proposal. It is the sole responsibility of the bidder to assure that their proposal is received by Muskegon Community College prior to the date and time specified. If mailed or delivered, one (1) original and three (3) copies should be submitted to the following address:

Electronic submissions must be sent to Mike.Council@muskegoncc.edu

If submitting in hard copy, send 3 copies to:

Muskegon Community College
Attn: Mike Council
Room # 1044B
221 S. Quarterline Rd.
Muskegon, MI 49442

B. Proposer Questions or Clarifications.

If any Proposer 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 emailed to Mike.Council@muskegoncc.edu.

C. 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 Proposers as quickly as possible.

D. Proposal Rejection.

MCC reserves the right to reject any Proposer’s response for any reason. MCC is under no obligation to award any Proposer the business and may elect to reject all responses and pursue actions outside of this RFP process.

E. Proposer Expenses.

Proposer is solely responsible for any expenses incurred by it for proposal preparation and submission. This includes attendance at personal interviews or other meetings.

F. Selection Process.

The selection process will be performed by the MCC Marketing and Communications Department. This group will evaluate the proposals and make the final recommendation.

G. 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.

H. Review Final Contract Documents.

If MCC awards this project to a Proposer, this RFP and the selected Proposer's proposal, including all appendices or attachments, will become part of the final contract.

I. 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 Proposer 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.

J. Equal Opportunity Notice.

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, gender identity, transgender status, political persuasion, disability, height, weight, veteran status, age or any other protected class. It is the policy of the College to patronize only those companies and vendors 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:

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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 VIII: PROPOSAL FORMS

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

Schedule A

MUSKEGON COMMUNITY COLLEGE REQUEST FOR PROPOSAL

Muskegon Community College – Parking Lot Milling, Repaving, Striping and Catch Basin Repair

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 Proposer/proposer interested in bid/proposal; and the undersigned executed this Proposers/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 vendor/contractor and that the vendor/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 (<https://www.muskegoncc.edu/request-for-proposals/>) 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 -
Parking Lot Milling, Repaving, Striping and Catch Basin Repair**

LIST OF REFERENCES OF RELATED PROJECTS

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

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: _____

Schedule C
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.