

**INVITATION TO BID**  
from  
**COMMUNITY COLLEGE OF ALLEGHENY COUNTY**  
**PURCHASING DEPARTMENT**  
**800 ALLEGHENY AVENUE, PITTSBURGH, PENNSYLVANIA 15233**

**BID PROPOSAL NO. 1131**  
**LIBRARY DOOR REPLACEMENT – ALLGHENY CAMPUS**

Sealed proposals will be received and publicly opened by a Purchasing Agent of the Community College of Allegheny County.  
**Proposals must be received by the Purchasing Department, 800 Allegheny Avenue,  
Pittsburgh, Pennsylvania 15233  
on or before 2:00 PM, on Friday, September 13, 2024.**

**Proposals received after this deadline will be considered as a “late bid” and returned unopened to the offerer.**

**BID SCOPE**

Provide all labor, material, equipment, permits and supervision required to replace four sets of interior doors at the Allegheny Campus Library Building, 808 Ridge Ave., Pittsburgh, PA 15212.

**A MANDATORY pre-bid meeting and site-visitation will be held at 8:00 a.m. on Thursday, September 5, 2024. The assembly point will be the breezeway between the Library Building and Milton Hall. Take Legacy Way off of Ridge Ave. all the way to the top to the hill. Park in the large parking lot and proceed to the site.**

For technical questions contact Jack Bostrom (jbostrom@ccac.edu) at (412) 237-2517.  
For procedural questions, contact Mike Cvetic (mcvetic@ccac.edu), Director of Purchasing, at 412-237-3146

**BID REQUIREMENTS (where checked)**

- Bid Bond. . . . . 10% of total base bid amount (Submit with Bid)
- Performance Bond. . . . . 100% of total contract amount (Awardee Only)
- Payment Bond. . . . . 100% of total contract amount (Awardee Only)
- Master Services Agreement (Awardee Only)
- No Lien Agreement (Awardee Only)
- Insurance Certificate (Awardee Only)

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**BID BOND:** Bid must include the required bid bond or certified check, which will be returned to the unsuccessful bidder approximately 45 days after the bid due date.

**PERFORMANCE BOND:** The successful bidder will be required to enter into a written contract with the College and to furnish a contractor’s bond conditioned for the faithful and full performance of the contract with sufficient surety in the amount stated above. Any surety cosigning the contractor’s bond shall be an Incorporated surety company approved by the Court of Common Pleas of Allegheny County. Bond with surety must be furnished within 20 days after receipt of the contract. The Board of Trustees reserves the right to reject any bond furnished where it is in the best interest of the College to do so.

The College requires Power of Attorney attached to bonds to be dated concurrently, sealed, and executed by a proper **live** (not facsimile) **signature**.

**PAYMENT BOND:** The bidder to whom the contract is awarded shall furnish a bond to guarantee the payment of third-party subcontractors involved in fulfillment of services rendered against College contracts. Such bonds shall be with sufficient surety and in the amount stated above. Failure on the part of the contractor to furnish such bond shall be just cause for cancellation of award.

**NO LIEN AGREEMENT AND/OR INSURANCE CERTIFICATES:** As required by the College, the No Lien Agreement and/or Insurance Certificate may be requested of the successful bidder.

**THE BOARD OF TRUSTEES RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.**

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

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FOR  
**BID PROPOSAL NO. 1131**  
**LIBRARY DOOR REPLACEMENT – ALLGHENY CAMPUS**

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**The CCAC Purchasing Department is now publishing all bids via the CCAC website at <https://www.ccac.edu/business/rfp-bids.php>.** It will be each vendor's responsibility to monitor the bid activity within the given website ("Bid and RFP Opportunities") and ensure compliance with all applicable bid documents inclusive of any issued addenda. Failure to incorporate any applicable addenda in the final submittal may result in the rejection of your bid.

**NOTE: FAX OR ELECTRONIC RESPONSES TO BID PROPOSALS ARE NOT ACCEPTABLE.**

In the event a sealed bid is hand carried, it is the sole responsibility of the bidder to assure the bid is in possession of the CCAC Purchasing Department prior to the time set for opening.

# COMMUNITY COLLEGE OF ALLEGHENY COUNTY

## INSTRUCTIONS TO BIDDERS

1. All prices quoted shall be F.O.B. destination and include all freight and delivery charges to actual point of delivery.
2. **Bids that vary from specifications/addendum(s) may be rejected by the College.** Any and all changes to specifications will be issued by addenda via fax/mail. It is the responsibility of bidders to provide the College with company name, address, telephone, and fax numbers and contact names if applicable.
3. Bidders must be recognized dealers in specified materials and qualified to advise in the application and/or use of the materials. When requested, the bidder must satisfy the Community College of Allegheny County that they have the organization, capital, and stock availability and experience to fulfill their bid offer.
4. Bids may be rejected or award cancelled by the College if a bidder intends to sublet any/all of the required work.
5. Completely executed bid documents must be submitted in a **sealed envelope bearing the offering company's name and address; and, the bid number must appear on the sealed envelope.** No College representative will bear any responsibility for the premature opening of a bid which is not properly addressed and identified.
6. Whenever the words "Purchasing Agent" or a pronoun referring to a College Agent appears in either the specifications and/or Articles of Agreement, the Agent is acting only under the authority of and subject to the approval of the Board of Trustees of the Community College of Allegheny County.
7. The College reserves the right to award all or any items, separately or in a lump sum whichever is in the best interest of the College.
8. Bids for supplies shall be submitted to the College in accordance with the numbered item(s) on the price sheet. Unit prices(s) shall prevail where extension of prices is requested.
9. Contracts will not be awarded by the College to any corporation, firm, or individual that has failed in any former contract with the College to perform work or complete work or, in the College's sole judgment, to satisfactorily deliver or provide the quality of materials, fulfill a guarantee(s) or complete work in accordance with the schedule for such prior contract."
10. If the College Agent is of the opinion that the awarded work/products are unnecessarily delayed, the rate of progress of delivery is unsatisfactory, or that the corporation, firm, or individual contractor is willfully violating any of the contract requirements or conditions or is acting in bad faith, the College's Agent shall take whatever action necessary for the completion of the work and/or delivery of the products to the College. Resulting expenses to the College will be deducted from monies due the contractor and the bondsman will be held liable for any balance due at the completion of the contract.
11. Inspection of materials and workmanship of the contractor by a College Agent will not lessen the responsibility of the contractor from the obligation to perform and deliver satisfactory work/materials to the College. The contractor is expected to pay for the cost of tests for defective materials. This cost may be deducted from any monies due the contractor from the College.
12. The contractor will not receive instructions from a College Agent relative to the work or delivery until a contract has been duly signed and the bond, if required, is approved.
13. Companies may quote price(s) on work/material to any and all bidders and may also directly submit a bid to the College for the work/material.
14. When samples are requested by the College, the bidder must supply them free of charge. Samples will not be returned to the bidder.

15. The bidder is solely at risk when using unauthorized patented material.
16. Quantities requested by the College are for bidding purposes only. The College may purchase more or less than the estimated quantities.
17. The College reserves the right to reject any and all bids, and to waive minor discrepancies in the bids or specifications, when in the best interest of the College. The College may purchase any part, all, or none of the materials specified.
18. The College will reject materials that do not meet specifications, even if the bidder lists trade names, or names of such materials on the bid.
19. All prices quoted must be held firm for the contract period. Bids containing escalation or other clauses for price change may be rejected. Discounts or other uncalled for allowances quoted will not be considered in making the award and the bid may be rejected.
20. Unless otherwise specified, materials, supplies, and/or equipment must be delivered thirty (30) days from the date of the purchase order.
21. Unless otherwise specified, materials, supplies, and/or equipment must be new, current stock, and unused.

### **SIGNING OF AGREEMENT AND BOND**

22. Successful bidders are required to sign Contract Articles of Agreement and bond forms as follows:

**If trading as an Individual:** All copies of Contract Articles of Agreement and bond(s) must be signed by the individual to whom the award is made and signature must be witnessed by the same witness.

**If trading as a Partnership:** All copies of Contract Articles of Agreement and bond(s) must be signed by **every partner** comprising the Partnership, regardless of number, and these signatures must be witnessed by the same witness.

**If trading as a Corporation:** All copies of Contract Articles of Agreement and bond(s) must be signed by the **President (or Vice President)** and attested by the Secretary or Assistant Secretary and Corporate seal must appear on all copies.

The County requires that Power of Attorney forms be attached to bonds, bear the same date as that appearing on the bonds and that the forms are sealed and executed by a proper **live signature**.

### **FICTITIOUS NAME REGISTRATION**

23. To comply with a provision of the law regarding registration under the Fictitious Name Act of the Commonwealth of Pennsylvania, successful bidders trading as an **Individual or a Partnership** must submit a certified copy of their Fictitious Name Registration with their contract. Fictitious Name Registration forms are issued by the Office of the Prothonotary of Allegheny County, or the county in which the business is located.

### **PREVENTION OF DELAY**

24. A contractor will be considered in **default** if the contractor has work performed or means employed in the carrying out of the contract that would in any way cause or result in a suspension or delay of, or strike upon the work to be performed of any of the trades working in or about the premises described, or in or about any other building of the Community College of Allegheny County.
25. When trade names or catalog numbers are used, bidders may quote on any equal (unless otherwise stated by the College) but such bids must show trade names and/or catalog numbers of the products.

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY**

**RETURN BID PROPOSAL FORM**

**FOR**

**BID PROPOSAL NO. 1131**

**LIBRARY DOOR REPLACEMENT – ALLGHENY CAMPUS**

**Complete this form and submit with your bid.**

- **The undersigned agrees to comply with the Instructions to Bidders and Specifications for the price(s) quoted on the Return Price Form. Price(s) quoted include all allowable cash and/or credit discounts.**
- **The College may reject bids quoting unspecified discounts and/or allowances.**

**Submitted by:**

\_\_\_\_\_  
Company Name Bidding  
(Please print)

\_\_\_\_\_  
Contact Person at Company  
(Please print)

\_\_\_\_\_  
Signature  
(Handwritten signature must appear here in ink.)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number (Include Area Code.)

\_\_\_\_\_  
Fax Number (Include Area Code.)

**Trading as: (Check one.) Please print.**

\_\_\_\_\_ Individual      Owner \_\_\_\_\_

\_\_\_\_\_ Partnership      Partner \_\_\_\_\_ Partner \_\_\_\_\_

\_\_\_\_\_ Corporation      Exact Name \_\_\_\_\_

State Incorporated \_\_\_\_\_

**THE BOARD OF TRUSTEES OF THE COLLEGE RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.**

**BID PROPOSAL NO. 1131**  
**LIBRARY DOOR REPLACEMENT – ALLEGHENY CAMPUS**

Scope of Work:

Replace four (4) sets of interior steel doors in the Allegheny Campus Library in kind.

Furnish and install:

Four (4) transom frames: 16 ga; welded; fixed hollow metal transom panel.

Eight (8) doors: 3'0" x 7'0"; 18 ga; full flush; machined; door lite 4"x25" with 1/4" glazing

Four (4) sets of hardware; stainless steel finish; 24 hinges; 8 concealed vertical rod panic devices with keyed lever trim; 8 closers; 8 kick plates

Door frames to be filled solid.

Color of doors and frames to be brown.

Does not include cores/keying or maglocks.

Does not include hardware for tying into fire alarm system.

See photos of existing doors on the next four pages.

Stairwell G – 2<sup>nd</sup> Floor into Hallway

Stairwell G – 2<sup>nd</sup> Floor into Library

Stairwell D – 2<sup>nd</sup> Floor

Stairwell D – 3<sup>rd</sup> Floor

Lump sum bid to furnish and install all four sets of doors:

\$ \_\_\_\_\_

COMPANY NAME (please print) \_\_\_\_\_

**RETURN FORM 2.0**

# Stairwell G – 2<sup>nd</sup> Floor into Hallway





## Stairwell G – 2<sup>nd</sup> Floor into Library





## Stairwell D – 2<sup>nd</sup> Floor



## Stairwell D – 3<sup>rd</sup> Floor



COMMUNITY COLLEGE OF ALLEGHENY COUNTY

NON-COLLUSION AFFIDAVIT

Contract/Bid No. 1131

State of \_\_\_\_\_ : :s.s.

County of \_\_\_\_\_ :

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(title) (name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) \_\_\_\_\_, its affiliates,  
(name of my firm)

subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and  
(name of my firm)

acknowledges that the above representations are material and important, and will be relied on by the Community College of Allegheny County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Community College of Allegheny County of the true facts relating to the submission of bids for this contract.

Signature \_\_\_\_\_ Title \_\_\_\_\_  
(MUST BE SIGNED HERE IN HANDWRITING, IN INK.)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

## INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. § 1611 et seq., governmental agencies may require Non-collusion Affidavits to be submitted together with bids.
2. This Non-collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

## COMMUNITY COLLEGE OF ALLEGHENY COUNTY

**MBE/WBE PARTICIPATION:** CCAC encourages the participation of minority and women-owned businesses in all of its contracts and is committed to providing maximum opportunities for qualified minority and/or women-owned business enterprises ("MBE/WBEs") to participate in its work. Bidder agrees (1) if qualified, to take reasonable and timely steps to obtain appropriate certification as an MBE and/or WBE, (2) to ensure that MBE and/or WBEs are appropriately considered as subcontractors and/or suppliers under this Agreement; and (3) to report moneys spent for MBE and/or WBE subcontractors and/or suppliers for work as CCAC may from time to time reasonably request. **CCAC's goal for MBE/WBE participation is 20% (13% MBE and 7% WBE/DBE).** Please provide documentation as to your firm's good faith effort to reach this goal by describing all applicable details of MBE/WBE participation that may be included in the resulting agreement.

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY**

**MINORITY PARTICIPATION GOALS – BID PROPOSAL NO. 1131**

The following must be included with your bid.

Reference: General Conditions for Construction and Renovation Contracts - Item 6, Page 2 – Minority & Disadvantaged Participation Goals

A 20% M/W/DBE work participation is established (13% MBE and 7% WBE/DBE). Document your firm’s good faith effort to obtain the 20% Goal:

M/W/DBE Company	Contact Person	Phone Number	\$Amount or Objective %
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_\_ I am an M/W/DBE. (ATTACH CERTIFICATION)

Total: \_\_\_\_\_

Bidder acknowledges that CCAC may communicate with listed firms to verify the extent of the contact.

Bidding Company’s Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY**

**GENERAL CONDITIONS**

**FOR**

**CONSTRUCTION AND RENOVATION CONTRACTS**

**1. PERMITS**

It is the responsibility of the contractor to obtain all permits and/or licenses required by Federal, State, County, City, or other local Municipalities or Authorities for work done or services performed under this contract.

**2. ROLE OF CONTRACTOR**

In the performance of the work hereunder, the contractor shall act as an independent contractor, and all of his agents, employees, and subcontractors shall be subject solely to the control, supervision, and authority of the contractor.

**3. EMPLOYEES OF THE CONTRACTOR**

It is understood that the contractor in signing the contract will employ only competent and first-class workmen and mechanics; that no workmen shall be regarded as competent and first-class except those who are duly skilled in their respective branches of labor.

**4. BONDS**

The College will accept only bonds written by surety companies authorized to do business in the Commonwealth of Pennsylvania and the County of Allegheny and included on the United States Treasury Department Annual List of Surety Companies published July first of each year. Limits for those companies appearing on the United States Treasury Department's list cannot be exceeded. This list is available for inspection in the Purchasing Department, Community College of Allegheny County, Administration Building, 800 Allegheny Avenue, Pittsburgh, Pennsylvania 15233. It is also available from the Surety Bond Branch, Financial Management Services, Department of the Treasury, Washington, D.C. 20226. Phone: 1.202.634.2214.

**5. EQUAL OPPORTUNITY**

Contractor and all subcontractors shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, or sex. Contractor and all subcontractors shall also comply with all applicable Federal, State, and local Fair Employment Practice Acts, or similar Acts, Rules, and Regulations and whether or not applicable will comply with the Federal Civil Rights Act of 1964. The Terms and Provisions of Executive Order 11246 and any Executive Order modifying or superseding same, are incorporated herein with respect to any work subject thereto.

The contractor and all subcontractors shall, in all solicitations or advertisements for employees placed by them or their behalf state all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.



**6. MINORITY & DISADVANTAGED PARTICIPATION GOALS**

The College's goal is to obtain 20% MBE/WBE/DBE (13% Minority-owned Business enterprise/7% Woman-owned Business Enterprise/Disadvantaged Business Enterprise) participation in the work. This is to be based on the dollar value of employment, subcontracts, supplies, goods, and services as a percentage of the total contract amount. The bidder/contractor must demonstrate to the College prior to award of the contract, and periodically thereafter throughout the term of the contract, their compliance and continued ability to comply with these goals.

**The contractor shall submit with their bid (on Return Form 4.0) a completed Minority & Disadvantaged Contractor Commitment Plan that will contain the details of how they plan to comply with this goal should they be awarded the contract.**

If the plan is not submitted in the bid or is not acceptable, the College may deem the bid non-responsive and may award the work to the next lowest responsive bidder with an acceptable plan. Thus, it behooves all bidders to formulate their M/W/DBE plan before submitting a bid.

**Finding Certified M/W/DBE's** - All subcontractors and suppliers of goods and services used to comply with this goal must be **certified** minority or disadvantaged firms. They may be certified by any recognized and reputable organization such as the following: African American Chamber of Commerce, Allegheny County, Port Authority of Allegheny County, City of Pittsburgh, Pittsburgh Regional Minority Purchasing Council, Commonwealth of Pennsylvania, United States Federal Government.

If the firm is not certified and desires to be certified, it is suggested that they contact one of the following organizations. These organizations may also be used as references for sourcing M/W/DBE firms.

Allegheny County  
M/W/DBE Department  
County Office Building Rm 204  
542 Forbes Avenue  
Pittsburgh, Pennsylvania 15219  
412.350.4309

EMSDC  
Regional Enterprise Tower  
425 Sixth Avenue  
Suite 401  
Pittsburgh, Pennsylvania 15219  
412.391.4423

Diversity Business Resource Center  
700 River Avenue Suite 231  
Pittsburgh, PA 15212  
412.322.3272

African American Chamber of Commerce  
Koppers Building  
436 Seventh Avenue, Suite 2220  
Pittsburgh, PA 15219  
412.391.0610

A list of PA certified M/W/DBE firms can be found on the Internet at <http://www.paucp.com>.

The College expects all firms to demonstrate a good faith effort to include M/W/DBE's when bidding on College contracts. A good faith effort as defined by the Code of Federal Regulations (49CFR26) means "*efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement*".

If you are not successful in securing M/W/DBE participation after a good faith effort is made, provide the following in your waiver request:

- A detailed account of your efforts;
- Your normal business practice and/or inventory profile; and
- An active diversity plan/policy

**Reporting During and After Project Completion** - The contractor shall submit with their monthly application for payment a written M/W/DBE Contractor Report demonstrating their compliance with the goal. The report shall state the dollar amount spent on labor, materials, services, and subcontracts and shall list firm names and vendor names. At the completion of the project, with final application for payment, the contractor shall submit a recap of their compliance which shall state the dollar amount spent on labor, materials, subcontracts, and services as a percentage of the total contract amount. Projects with shorter timeframes shall require a one-time only report at the completion of the project. Reports are to be accompanied by back-up documentation evidencing the business relationship with the M/W/DBE for the particular project (e.g.: copies of invoices, purchase orders, or evidence of payments).

**Failure to Comply With M/W/DBE Goals** – If the contractor fails to make a good faith effort (as determined by the College) to comply with the College's 20% M/W/DBE goal or fails to meet their M/W/DBE commitment or to submit documentation as required by the College, the College may consider such non-compliance or breach of contract and any one or more of the following may occur:

- Rejection of the bid
- Forfeiture of bid guaranty
- Termination of the contract
- The imposing of sanctions as deemed appropriate by the College
- Contractor being barred from bidding on College contracts for up to three (3) years
- Or such other remedy as the College deems appropriate

**7. FINANCIAL INTEREST**

All bidders for construction must be established firms competent to perform the required scope of work. All bidders must satisfy the Community College of Allegheny County that they have the requisite organization, capital, plant, stock, ability, and experience to satisfactorily execute and contract in accordance with the provisions of the contract in which they are interested.

If the contractor's base bid is \$25,000.00 or more, the American Institute of Architects form, "Contractors Qualification Statement" form A305 - 1986 (or latest revision) may be requested by CCAC. This form is available from the American Institute of Architects, 1735 New York Avenue N.W., Washington, D.C. 20006. If requested by CCAC, a completed form A305 is to be submitted within 48 business hours and may be faxed to 412.237.3195.

**8. EMPLOYMENT OF INDEPENDENT SUBCONTRACTORS**

If you are a contractor to the College and the value of the base contract is \$25,000.00 or more, you must secure approval of all proposed subcontractors from the College prior to beginning work. Information on your proposed subcontractors is to be submitted on the form entitled Proposed Subcontractors.

Each proposed subcontractor to be employed must be an independent contractor "in fact" and must meet the following criteria:

- a. The subcontractor must have a Federal identification number.
- b. The subcontractor must perform these same services for others.
- c. The subcontractor must have an established place of business.
- d. The subcontractor must use their own tools and equipment.
- e. The subcontractor must pay all taxes and other items required by law to be paid by an employer with respect to compensation paid to their employees.
- f. The subcontractor must provide and maintain all insurance required by law and the College.

If the proposed subcontractor does not meet all of these criteria, they will not be approved.

**9. VERBAL AUTHORIZATIONS**

No verbal agreement or understanding with any officer, agent, or employee of the College either before or after the execution of the contract shall alter, amend, modify, or rescind any of the terms or provisions contained in any of the contract documents. This provision shall not limit or affect the right to make changes or variations in the work. Any changes must be authorized in writing.

**10. APPLICABLE LAW, ACTS, AND ORDINANCES**

The contractor(s) shall agree to abide by and be bound by all applicable provisions and regulations of all laws, acts, and ordinances relating to and regulating the hours and conditions of employment.

## **11. PENNSYLVANIA PREVAILING WAGE ACT**

The Pennsylvania Prevailing Wage Act shall be incorporated into and made part of all College construction related contract(s) having an estimated value of \$25,000.00 or more.

It is the responsibility of the contractor to ensure that they have included the appropriate Pennsylvania prevailing wage rates in their proposal to the College. Failure to do this will not be a reason for the contractor to withdraw their bid or fail to perform the contract or to request additional payments from the College.

In accordance with the Prevailing Wage Determination Act, the contractor(s) shall:

- a. Pay no less than the wage rates including contributions for employee benefits as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442) as amended August 9, 1963 and/or subsequent amendments thereof (Act No. 342) and the regulations issued pursuant thereto.
- b. Apply all applicable provisions of the Acts and Laws to all work performed on the contract by the contractor(s) and subcontractor(s).
- c. Insert in each of his subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.
- d. Assure that no workmen be employed on the public work except in accordance with the classifications set forth in the decisions of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in Section 7 of the above referenced Regulations shall be followed.
- e. Assure that all workmen employed or working on this contract shall be paid unconditionally regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged to exist between any contractor, subcontractor, and workmen not less than once a week without deduction or debate on any account either directly or indirectly except authorized deductions, the full amounts due at the time of payment computed at the rates applicable to the time worked on the appropriate classification. Nothing in this contract, the Act or these Regulations, prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workmen on public work.
- f. Each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary including the effective date of any charges thereof in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:
  1. Name of project.
  2. Name of public body for which it is being constructed.
  3. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.

4. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
  5. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor and/or subcontractor are not complying with the Act or these Regulations in any manner whatsoever they may file a protest with the Secretary of Labor and Industry. Any Workmen paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within six months from the occurrence of the event creating such right.
- g. All subcontractors shall keep an accurate record showing the name, craft, and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary or his duly authorized representative.
  - h. Assure that apprentices shall be limited to such numbers as shall be in accordance with a bonafide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid at the rate predetermined for journeymen in that particular craft and/or classification.
  - i. Pay wages without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workmen.
  - j. Be advised that payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations regardless of the average hourly earnings resulting therefrom.
  - k. Each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency under oath and in form satisfactory to the Secretary certifying that all workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by Section 3 of these Regulations; or, if any wages remain unpaid, to set forth the amount of wages due and owing to each workman respectively. The College shall require the contractor and all subcontractors to file weekly wage certifications utilizing form WH-347. (Reference: Section 10(a) of Act and Section 10 of Regulations). Prior to making final payment the College will require final wage certifications from all contractors and subcontractors.

## **12. PAYMENT TO CONTRACTORS**

The College maintains the right to withhold a percentage of monies requested by contractors for work done under this contract in accordance with the American Institute of Architects Application for Payment form G-702 as indicated in Section 01152--Applications for Payment of the technical specifications.

### **13. INSURANCE REQUIREMENT**

A properly executed certificate of insurance must be submitted with the signed Contract Articles of Agreement. The certificate of insurance must show that the contractor and subcontractors comply with the College's insurance requirements. The certificate of insurance must state that in the event any coverage shown is to be cancelled the College will be given a thirty day advance notice of the cancellation.

### **14. MINORITY BIDDERS**

The Community College of Allegheny County hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### **15. MODIFICATION AND WITHDRAWAL OF BIDS**

- a. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- b. Bidders may withdraw their bid within two (2) business days of the bid opening only within accordance of Commonwealth of Pennsylvania public bidding law.

### **16. TAXES**

CCAC is a governmental entity and is generally exempt from sales and use tax with respect to purchases of building machinery and equipment. A tax exemption certificate will be provided upon request. It is the bidder's responsibility to pay any/all applicable taxes on non-exempt equipment, supplies and services in accordance with applicable law.

### **17. PENNSYLVANIA STEEL PRODUCTS PROCUREMENT ACT**

Contractor acknowledges that CCAC is a public agency subject to the requirements of the Pennsylvania Steel Products Procurement Act, 73 P.S. Section 1881 et. seq (the "SPPA"). Contractor therefore represents and warrants that any and all steel products purchased, used or supplied by it in the performance of the Contract will be melted and manufactured in the United States, and that its performance hereunder will otherwise comply with requirements of the SPPA at all times. Contractor further agrees to provide CCAC with documentation and/or certification of its compliance with the foregoing requirements, as required under the SPPA, and acknowledges that it shall not be entitled to receive payment hereunder until such documentation and/or certification has been provided.

### **18. MARKUPS ON CHANGE ORDERS**

Markups on change order requests shall not exceed 15%. This would apply to overhead and profit, labor, materials, equipment, etc.

COMMUNITY COLLEGE OF ALLEGHENY COUNTY  
800 ALLEGHENY AVENUE, PITTSBURGH PA 15233

Bond Number \_\_\_\_\_

PERFORMANCE BOND

Know all men by these Presents that we “TO BE COMPLETED ONLY BY AWARDEE”  
(hereinafter called “Principal”) as Principal, and \_\_\_\_\_  
authorized to do business in the Commonwealth of Pennsylvania (hereinafter called “Surety”) as Surety, are held  
and firmly bound unto the Community College of Allegheny County, through its Board of Trustees,  
\_\_\_\_\_ in the sum of \_\_\_\_\_

\_\_\_\_\_ to be paid to the said College aforesaid, its certain attorney, or assigns. To which payment will and truly be made,  
said principal and said surety to bind themselves their respective successors or assigns jointly and severally, firmly  
by these presents.

WITNESS our hands and seals, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

WHEREAS the above bounded \_\_\_\_\_  
\_\_\_\_\_ has filed with the Community College of Allegheny County,  
proposals for the \_\_\_\_\_

The Condition of the above Obligation is such that if the said \_\_\_\_\_  
shall perform \_\_\_\_\_

In accordance with the agreement between \_\_\_\_\_  
and the Community College of Allegheny County of even date herewith and the specifications and proposals  
attached to and made part of the agreement, and shall indemnify and save harmless the said Community College of  
Allegheny County from all liens, charges, demands, loss and damages of every kind and nature, whatsoever. Then  
this obligation to be void, otherwise to be and remain in full force and virtue.

Attest: \_\_\_\_\_ (SEAL)  
CONTRACTOR

\_\_\_\_\_ (SEAL)  
SECRETARY PRESIDENT

Signed, Sealed and delivered in presence of

\_\_\_\_\_ (SEAL)  
SURETY COMPANY

\_\_\_\_\_ (SEAL)  
ADDRESS

\_\_\_\_\_ (SEAL)  
TITLE



COMMUNITY COLLEGE OF ALLEGHENY COUNTY  
800 ALLEGHENY AVENUE, PITTSBURGH PA 15233

LABOR AND MATERIAL

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_ **"TO BE COMPLETED ONLY BY AWARDEE"** \_\_\_\_\_  
\_\_\_\_\_ as Principal  
hereinafter called Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, hereinafter called Surety, are held and firmly bound unto the  
COMMUNITY COLLEGE OF ALLEGHENY COUNTY, through its Board of Trustees as Obligee, hereinafter called Owner, for the use and benefit of claimants  
as hereinbelow defined, in the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

**WHEREAS**, Principal has by written agreement, dated \_\_\_\_\_ 20\_\_\_\_\_, entered into a contract with Owner  
for \_\_\_\_\_  
in accordance with drawings and specifications prepared by \_\_\_\_\_  
*(Here insert full name, title and address)*  
\_\_\_\_\_ which contract is by reference made a part hereof, and is  
hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if the Principal shall promptly make payment to all claimants as  
hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it  
shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both used or  
reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil,  
gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in  
full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or  
materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums  
as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant.
  - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The  
Principal, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work or labor, or  
furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party  
to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same  
by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is  
regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the  
aforesaid project is located, save that such service need not be made by a public officer.
  - (b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if  
any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended  
so as to be equal to the minimum period of limitation permitted by such law.
  - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any  
part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not  
elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by  
Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under  
and against this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
Witness \_\_\_\_\_ (Seal) Principal  
\_\_\_\_\_  
By \_\_\_\_\_  
Witness \_\_\_\_\_ (Seal) Surety

This bond is issued simultaneously with performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract.

**MASTER SERVICES AGREEMENT**

**“Awardee Only”**

**Bid 1131**

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **Community College of Allegheny County**, with a business office located at 800 Allegheny Avenue, Pittsburgh, PA 15233 (hereinafter referred to as the “College”), and \_\_\_\_\_ (hereinafter referred to as “Contractor”).

**RECITALS**

WHEREAS, the College has issued a Request for Quotation, Bid Solicitation, Request for Proposal, and/or a Purchase Order (hereinafter individually and collectively referred to as the “Order”), pursuant to

<b>Bid Proposal No.</b>	<b>Awardee Only</b>
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which College seeks to procure certain work and services, as more fully described on the Order; and

WHEREAS, Contractor has submitted a proposal to the College to provide the services described in the Order, a copy of which is attached hereto as Exhibit A (hereinafter the “Proposal”) and incorporated by reference;

WHEREAS, the College desires to engage Contractor to provide the services, pursuant to and in accordance with the terms and conditions that this Agreement set forth herein.

NOW, THEREFORE, in consideration of the premises and covenants that this Agreement contains, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall be as specified in the Order unless otherwise stated in the section below. If no date is specified, this Agreement shall begin with the date first stated above and terminate upon satisfactory completion of the services described herein.

AWARDEE ONLY

2. Services. Contractor shall fully and faithfully perform the work and services described in the Order and the Proposal and any specifications, scope of work or other documentation attached thereto. Contractor warrants that all work and services performed by or on behalf of it under this Agreement will conform to all terms and specifications set forth in the Order and in the Proposal.

3. Price/Fees: The College shall pay Contractor for the services and work performed by Contractor in accordance with the fees and/or prices set forth in the Proposal.

4. Terms and Conditions: This Agreement, and the services to be performed by Contractor hereunder, will be subject to and governed by College's Standard Terms and Conditions for the Purchase of Goods and Services ("Master Terms"), which are incorporated herein by reference. The Master Terms can be viewed and downloaded at <https://online.flippingbook.com/view/182546862/>. By signing below, Contractor acknowledges its receipt and acceptance of the Master Terms.

5. Insurance Requirements: In addition to the Master Terms, Contractor shall comply with the insurance and indemnification requirements set forth on Exhibit B, which are incorporated herein by reference. Prior to commencing performance of the Services, Contractor shall furnish to the College a properly executed certificate(s) of insurance which evidence all insurance required by Exhibit B. Said certificate(s) of insurance shall be attached herein as Exhibit C.

6. Assignment. Contractor may not assign or subcontract this Agreement or its performance thereof, in whole or in part, without the College's prior written consent.

7. Entire Agreement; Modification. This Agreement, together with the Exhibits and other documents referenced and incorporated herein, sets forth the entire agreement of the parties on the subject matter hereof and supersedes all previous or concurrent agreements between them, whether oral or written. Any proposal, quotation, acknowledgment, confirmation or other writing submitted by Contractor to the College shall not be deemed to amend or modify this Agreement, and will be of no legal effect except to the extent that it serves to identify the work and services to be performed by the Contractor. This Agreement, and the terms set forth in the Master Terms, will control over any conflicting terms or provisions contained in any proposal, invoice or other documentation submitted by Contractor to College. The terms of this Agreement may not be modified or changed except by a writing that both parties sign. This Agreement shall inure to the benefit of the College and Contractor and the College's successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**AWARDEE ONLY – COMPANY NAME**

**COMMUNITY COLLEGE  
OF ALLEGHENY COUNTY**

By: \_\_\_\_\_

By: Connie M. Dyer

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Vice President for Finance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Revised 3/3/15

**EXHIBITS - The following Exhibits are attached hereto and made a part of this Agreement for all purposes:**

- Exhibit A - Contractor's Proposal Response**
- Exhibit B - Insurance Requirements**
- Exhibit C - Contractor's Certificate(s) of Insurance.**
- Exhibit D – Performance and Payment Bonds**
- Exhibit E – No-Lien Agreement**

COMMUNITY COLLEGE OF ALLEGHENY COUNTY  
800 ALLEGHENY AVENUE, PITTSBURGH, PA 15233

# NO-LIEN AGREEMENT

“TO BE COMPLETED ONLY BY AWARDEE”

Bid 1131

Made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_  
\_\_\_\_\_ Pittsburgh, Pennsylvania Contractor and Community College of Allegheny County,  
Pittsburgh, Pennsylvania, Owner.

Whereas, by separate written contract dated and executed the day and year first above written. The Owner and Contractor have entered into a No-Lien Contract (herein described for convenience as the Contract) to furnish all labor, materials, supplies, tools, and equipment necessary to complete the Contract in accordance with the specifications prepared by the Owner, and the provisions on the Contract between the Owner and Contractor, as more particularly recited therein.

NOW, THEREFORE, in consideration of the execution of said Contract for the purchases of and delivery on the premises of the owner and terms and conditions thereof, the Contractor covenants and agrees as follows:

1. The contractor covenants and agrees that no mechanics' claims or liens shall be entered or filed by the Contractor or by any subcontractor or materialsman or by an other person against the building or property of the Owner described more particularly hereinafter, for or on account of any work or labor done, materials, supplies, tools and equipment furnished in, upon, or about the building and property of the Owner described more particularly hereinafter.
2. Any and all right of lien is hereby waived and the Contractor, all subcontractors, all materialsmen, all persons supplying labor, and/or materials and all other persons shall look exclusively to and hold the Contractor and not the property liable for any sums due, however arising.
3. The property as to which this No-Lien Agreement is filed is located at Community College of Allegheny County, \_\_\_\_\_.

Block/Lot \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto, with the intent to be bound legally thereby have duly executed this No-Lien Agreement the day and year first above written.

COMMUNITY COLLEGE OF ALLEGHENY COUNTY (OWNER)

\_\_\_\_\_  
CCAC - VICE PRESIDENT FOR FINANCE (revised 3/16/15)

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
WITNESS

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY**  
**800 ALLEGHENY AVENUE PITTSBURGH, PA 15233**

**INSURANCE REQUIREMENTS**

**FORM B**

**Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Community College of Allegheny County (CCAC), its agents, officers, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of Contractor, its agents, employees, or any tier of its subcontractors in the performance of this Contract. The amount and type of insurance coverage requirements of this Contract will in no way be construed as limiting the scope of indemnification in this Paragraph.

**Insurance.** Contractor shall maintain during the term of this Contract insurance policies described below issued by companies licensed in Pennsylvania with a current A.M. Best rating of A- or better. At the signing of this Contract, and prior to the commencement of any work, Contractor shall furnish the CCAC Purchasing Department with a **Certificate of Insurance** evidencing the required coverages, conditions, and limits required by this Contract at the following address: Community College of Allegheny County, Purchasing Department, 800 Allegheny Avenue, Pittsburgh, PA 15233.

The insurance policies, except Workers' Compensation and Professional Liability, shall be endorsed to name Community College of Allegheny County, its agents, officers, employees, and volunteers as Additional Insureds with the following language or its equivalent:

Community College of Allegheny County, its agents, officers, employees, and volunteers are hereby named as additional insureds as their interest may appear.

All such Certificates shall provide a 30-day notice of cancellation. Renewal Certificates must be provided for any policies that expire during the term of this Contract. Certificate must specify whether coverage is written on an Occurrence or a Claims Made Policy form.

Insurance coverage required under this Contract is:

- 1) **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract.
- 2) **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Contractor's owned, hired, and non-owned vehicles.
- 3) **Workers' Compensation** insurance with limits statutorily required by any Federal or State law and **Employer's Liability** insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- 4) **Professional Liability** insurance (where applicable) covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

