



REQUEST FOR PROPOSAL 3152 PEST CONTROL SERVICES

**Prepared by
Community College of Allegheny County
Purchasing Department – Office of College Services
800 Allegheny Avenue
Pittsburgh, Pennsylvania 15233**

**ALL QUESTIONS REGARDING THIS RFP SHOULD BE SUBMITTED VIA EMAIL TO
mcvetic@ccac.edu.**

SUBMIT ORIGINAL RESPONSES TO THE PURCHASING EPARTMENT NO LATER THAN:

Friday, September 13, 2024 at 2:00 p.m.

RFP 3152

PEST CONTROL SERVICE - COLLEGE WIDE

I. INTENT

- A. THE COMMUNITY COLLEGE OF ALLEGHENY COUNTY (CCAC) intends to award a contract for Pest Control services at all College locations. Proposed monthly pricing to include control of pests as follows but not limited to: ants, termites, rodents, mosquitoes, fleas, wasps, bees, cockroaches, flies, spiders, silverfish, ticks, crickets, bird control. Bed bud treatment to be priced separately.

B. TERMS OF AGREEMENT

The contract will be for one (1) year beginning upon award through June 30, 2025 with four (4) option years through June 30, 2026, June 30, 2027, June 30, 2029 and June 30, 2029.

The College, however, shall have the right to terminate this contract at any time upon thirty (30) days written notice.

C. PRICING REQUIREMENTS

The accompanying pricing sheets must be completely filled out. Fill in the yellow boxes – totals will self-calculate. Pricing to include scheduled service and "problem" calls, including any and all callbacks of a non-scheduled nature due to observed problems. All pricing shall be held without increase throughout the term of the initial contract. Indicate a percentage increase for all option years for consideration by the college. The College shall not incur any fuel or travel surcharges.

D. INSURANCE REQUIREMENTS

A Certificate of Insurance (Form "B") which certifies coverage that meets or exceeds the requirements must be submitted by the successful bidder prior to execution of the contract.

E. COMPANY REPRESENTATIVE

It is mandatory that a local representative be available within 24/7 for College personnel to call upon and consult with.

F. PAYMENT

Payment shall be made thirty (30) days after receipt of vendor's invoice, following completion of service on monthly basis.

RFP 3152

PEST CONTROL SERVICE- COLLEGE WIDE

G. SPECIFICATIONS

All service is to be scheduled and performed in accordance with individual campus specifications (each campus is to be billed separately) requirements contained herein. All areas of scheduled service identified for each campus are to be serviced during regular service schedule.

H. CHEMICALS

The successful bidder will furnish in advance, to each campus location Safety Data Sheets (SDS) for all chemicals intended to be used. Vendor to also provide SDS information on any chemical not previously identified but intended for use.

- I. Successful vendor must provide notarized copies of Pennsylvania Contractor License and must submit notarized certification of applicators permits.

J. QUESTIONS

Refer all questions on this RFP to Michael Cvetic at email mcvetic@ccac.edu

II. SPECIFICATIONS - LOCATIONS

A. SCHEDULED SERVICE- OFFICE OF COLLEGE SERVICES

In compliance with the bid, the College is requesting that the regularly scheduled pest, rodent, and bird control service be provided on the first Friday of each month.

TME OF SERVICE - OFFICE OF COLLEGE SERVICES

All service is to be performed starting at 3:00 PM. When reporting for service at Office of College Services, the contractor must first report to the Jack Bostrom, Allegheny Campus Physical Plant, upon arrival and at the conclusion of the service.

AREA OF COVERAGE - OFFICE OF COLLEGE SERVICES

BASEMENT LEVEL: All open floor areas

FIRST FLOOR: Loading dock area, two restrooms, Room 115, and common chase between restrooms.

SECOND FLOOR: Two restrooms, room 207 and common chase between restrooms.

THIRD FLOOR: Two restrooms and Room 325 and common chase between restrooms.

FOURTH FLOOR: Two restrooms and common chase between restrooms.

FIFTH FLOOR: Two restrooms, Room 514, Rooms, 513, 513A & Room 516 and common chase between restrooms.

BALANCE OF THE BUILDING WILL BE ON AN ON-CALL BASIS.

RFP 3152

PEST CONTROL SERVICE- COLLEGE WIDE

B. ALLEGHENY CAMPUS

SCHEDULED SERVICE - ALLEGHENY CAMPUS - HOMEWOOD BRUSHTON CENTER

In compliance with the bid, the College is requesting that the regular scheduled pest, rodent, and bird control (as required) be provided on the first Friday and First Monday each month for the Allegheny Campus and the Homewood Brushton Center respectively.

Service for the Student Service Center (SSC Building) on the Allegheny Campus is to be performed bi-weekly.

TIME OF SERVICE - ALLEGHENY CAMPUS - HOMEWOOD BRUSHTON CENTER

The Homewood Brushton Center service is to be performed prior to 9:00AM. The Day Care Center (Allegheny Campus) located in Byers Hall requires servicing after 3:00PM; the cafeteria (Allegheny Campus) located in the Student Service Center requires servicing after 4:00PM. All other facilities require servicing after 3:00PM. The contractor shall have access to all listed areas.

REPORTING ON CAMPUS – ALLEGHENY CAMPUS AND HOMEWOOD BRUSHTON CENTER

When reporting for service at the Allegheny Campus, the contractor should first report to the Security Office located in the Physical Education Building to sign in, and then report to the Physical Plant Department located on Monument Hill. When reporting for service at the Homewood Brushton Center, the contractor should first report to Ms. Jane Greenwood, Assistant Dean.

AREAS OF COVERAGE: ALLEGHENY CAMPUS - HOMEWOOD BRUSHTON CENTER

BYERS HALL: Entire basement level, all restrooms on the basement level, first, second, and third floors. Balance of the building will be on an on-call basis.

JONES HALL: Entire basement level including the chef's kitchen and two restrooms. Restrooms on the first, second, and third floors. Balance of the rest of the building will be on an on-call basis.

RFP 3152

PEST CONTROL SERVICE- COLLEGE WIDE

WEST HALL: Restrooms on the first, second, and third floors. Cougars Den; rooms 007, 007B, and 010. Balance of the building will be on an on-call basis.

PHYSICAL EDUCATION BUILDING: Level three to include one faculty restroom and two locker/shower rooms; Message Therapy Room
307. Level four to include vending area, nurse's area, security office, administrative offices (2), one faculty restroom, two public restrooms, and two locker/shower rooms.

LEVEL FIVE: To include three offices (501,501A, and 503); balance of the building will be on an on-call basis.

LIBRARY BUILDING: Lobby level, vending machine area, Bookstore and Shipping & Receiving. Restrooms on the lobby level, second, third, fourth, and fifth floors. Third and fourth floor cafes. Balance of the building will be on an on-call basis.

MILTON HALL: Entire basement level, stairwells A, B, and C. Restrooms; floors 1 - 7. Balance of the building will be on an on-call basis.

VISUAL ARTS CENTER (VAC): Entire basement level, restrooms on the second floor, the Art Shed adjacent to the building; balance of the building will be on an on-call basis.

FIELDHOUSE: All areas including offices, restrooms, shop areas, kitchen and hallways.

STUDENT SERVICE CENTER (BI-WEEKLY): Cafeteria, kitchen area and two adjacent restrooms. Restrooms on the first, second, and third floors; balance of the building will be on an on-call basis.

KLI Building: All building restrooms, 1 - 5; recycle areas rooms 131, 231, 372, 431, and 531. Third floor adjunct offices, rooms 304, and 305 including the kitchen. Balance of the building will be on an on-call basis.

CEIT - Loading dock area, Restrooms on each floor

CTL – 915 RIDGE AVE. BASEMENT LEVEL: All open floor areas, Restrooms on each floor

HOMEWOOD BRUSHTON CENTER: Entire building including restrooms, offices, classrooms, and labs. Eating areas, kitchen, and mailroom and basement level.

RFP 3152

PEST CONTROL SERVICE- COLLEGE WIDE

C. BOYCE CAMPUS

SCHEDULED SERVICE - BOYCE CAMPUS - BRADDOCK CENTER

The College requires that the regularly scheduled pest, rodent, and bird control (as required) service be performed on the first Wednesday of each month for the Boyce Campus and Braddock Center.

PRIOR NOTICE

The contractor shall notify the Boyce Campus 724.325.6765 and the Braddock Center 412.271.0201 at least 24 hours before commencing pest control service.

TIME OF SERVICE

All services shall be performed before 8:00AM or as requested by the Boyce Campus Physical Plant department or the Braddock Center. The contractor shall have complete access to all designated areas.

REPORTING ON CAMPUS

The contractor shall report to the Boyce Campus Physical Plant department and the Braddock Center administrative office before and at the conclusion of service.

NORTH WING - LEVEL 1: N123 mechanical (boiler) room, N124 mechanical (chiller) room, N125 maintenance shop and small storage room, N121 receiving room, N118 maintenance locker room, N 145 (old) maintenance garage, N 136, N 137, N134, N 135, ground floor classroom nursing labs, N 133 small lab, N 106 & N 107 ground floor classrooms, N 132 faculty restroom.

LEVEL 2: N252 telephone room.

LEVEL 3: N 322 maintenance/housekeeping supply area, N 321 small housekeeping supply closet.

LEVEL 4: N 465 small housekeeping supply closet

LEVEL 5: N520 Hospitality Kitchen, N523 Hospitality Dish room, N522 Hospitality lab ice machine/storage room, N521 Hospitality lab kitchen, N524 Hospitality dining room.

SOUTH WING - LEVEL 4: S416 mechanical (boiler) room, S418 mechanical (chiller) room, S403 ground floor music studio, S431 ground floor server room, S432 ground floor switch gear room.

LEVEL 5: S528 Bookstore, small storage room within bookstore, S529 behind bookstore counter (dumbwaiter), S530 & S531 bookstore offices, S535 cafeteria dining room and vending areas, S538 small kitchen in back of cafeteria, S537 cafeteria kitchen, S536 cafeteria storage room, including front line counter, stairwell landing (stairs #1 S533) level 5 off of cafeteria dining room.

WEST WING - LEVEL 3: S440 performance and lecture hall and stage, S440 A&B projector room, S445 costume room, S444 women's dressing and restroom, S443 men's dressing and restroom, S44 I set design room, W316 Men's locker room, W316B men's shower room, W316 A Men's room, W314 faculty rest room, W312 Faculty

rest room, W31 OB shower room, W310A ladies room, W310 women's locker rooms, W308 laundry room, W307 server room, W306 fitness center, W301, W301A, W301B mechanical room.

LEVEL 4: W417 demonstration kitchen, W404 gymnasium.

D. SOUTH CAMPUS and BRADDOCK HILLS CENTER

SCHEDULED SERVICE - SOUTH CAMPUS

In compliance with the bid, the College is requesting that the regular scheduled pest, rodent, and bird control (as required) service be performed on the third Friday of each month.

TIME OF SERVICE

All service is to be performed starting at 7:00AM with the first service area being the Day Care Center and cafeteria that must be completed by 7:30AM. The contractor will have complete access to all listed areas.

REPORTING ON CAMPUS - SOUTH CAMPUS

When reporting for service at the South Campus, the contractor should first report to the Physical Plant department.

AREA OF COVERAGE - SOUTH CAMPUS

A BUILDING: Restrooms, storage closets, Day Care Center and between entrance doors.

B BUILDING: Cafeteria and food storage areas, restrooms, storage closets, maintenance/receiving, laundry, print shop and between entrance doors.

C BUILDING: Boiler room, tunnel and garage.

D BUILDING: Restrooms, storage closets and between entrance doors. L BUILDING: Restrooms, storage closets and between entrance doors.

G BUILDING: Restrooms, kitchen, locker/shower rooms, fitness center, storage closets and between entrance doors.

ROUTE 885 STORAGE HOUSE: Basement and first floor. SOLAR HOUSE: Basement and first floor.

GREENHOUSE: All areas.

E. AREA OF COVERAGE - BRADDOCK CENTER

BRADDOCK CENTER: Entire first floor including restrooms, offices, classrooms, eating areas, janitorial room, storage closet, front lobby, between entrance doors, and designated areas on request.

E. NORTH CAMPUS

SCHEDULED SERVICE - NORTH CAMPUS - WEST HILLS CENTER

In compliance with the bid, the College is requesting that the regular scheduled pest, rodent, and bird control (as required) service be performed on the last Friday of each month for North Campus and the West Hills Center.

TIME OF SERVICE - NORTH CAMPUS - WEST HILLS CENTER

All service is to be performed after 3:00PM or as requested by the Physical Plant department. The contractor will have complete access to all listed areas.

REPORTING ON CAMPUS - NORTH CAMPUS - WEST HILLS CENTER

When reporting for service at the North Campus, the contractor should first report to the Physical Plant department. When reporting for service at the West Hills Center, the contractor should first report to the Security Office. Both locations contain the sign in book and list of reported problems since the last visit.

AREA OF COVERAGE - NORTH CAMPUS - WEST HILLS CENTER

NORTH CAMPUS: All restrooms on the first, second, and third floors, cafeteria, kitchen, cafeteria eating area, food areas such as the student lounge and various kitchenette, instructional kitchen, gym, locker rooms and building entrance.

FIVE LABS: Organic chemistry, inorganic chemistry, microbiology and anatomy, and physics.

WEST HILLS CENTER: All restrooms on the first and second floors of both North and South wings, food areas such as the staff lounge and various kitchenette, cafeteria kitchen, cafeteria eating area and building entrances. Balance of the building will be on an on-call basis. Rodent control is necessary in the automotive high bay along with the receiving dock areas. Also, rodent and bee control is necessary for the vehicles in the outside, fenced in car lot adjacent to the building. All vehicles in this area need serviced three times, spring, summer and fall.

I. BED BUG SERVICE

This will be an "as required inspection and treatment" service only. The vendor will be contacted for this service if required. The vendor is requested to bid separate pricing based on inspection, treatment, and follow-up inspections.

II. CCAC LOCATIONS AND CONTACT INFORMATION

Office of College Services

800 Allegheny Avenue

Pittsburgh, PA 15233

Jack Bostrom, Physical Plant Supervisor, 412-237-2552 (jbostrom@ccac.edu)

Richard Graham, Housekeeping Supervisor, 412-237-2552

Allegheny Campus

808 Ridge Avenue

Pittsburgh, PA 15212

Jack Bostrom, Physical Plant Supervisor, 412-237-2552 (jbostrom@ccac.edu)

Richard Graham, Housekeeping Supervisor, 412-237-2552

Homewood Brushton Center

701 N. Homewood Avenue Pittsburgh, PA 15208

Jack Bostrom, Physical Plant Supervisor, 412-237-2552 (jbostrom@ccac.edu)

Richard Graham, Housekeeping Supervisor, 412-237-2552

Boyce Campus

595 Beatty Road

Monroeville, PA 15146

Dan Devine, Physical Plant Supervisor, 724-325-6765 (ddevine@ccac.edu)

Michele Montgomery, Housekeeping Supervisor, 724-325-6623

South Campus

1750 Clairton Road West Mifflin, PA 15122

Marty Palma. Physical Plant Supervisor, 412-469-6267 (mpalma@ccac.edu)

Doug Hunter, Housekeeping Supervisor 412-469-6206

Braddock Hills Center

250 Yost Boulevard

Pittsburgh, PA 15221

Marty Palma. Physical Plant Supervisor, 412-469-6267 (mpalma@ccac.edu)

North Campus

8701 Perry Highway

Pittsburgh, PA 15237

Brian Richards, Physical Plant Supervisor, 412.369.3658 (brichards@ccac.edu)

Aaron Kotys, Housekeeping Supervisor, 412.369-4163

West Hills Center

1000 McKee Road

Oakdale, PA 15071

Brian Richards, Physical Plant Supervisor, 412.369.3658 (brichards@ccac.edu)

Aaron Kotys, Housekeeping Supervisor, 412.369-4163

III. GENERAL SPECIFICATIONS

A. No verbal agreement or understanding with any officer, agent or employee of the owner 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 provided however that this provision shall not limit or affect the right to make changes or variations in the work. Any changes must be authorized in writing by both parties and shall become part of the contract.

B. BASIS OF AWARD

This RFP shall be awarded to the contractor that is viewed by the college to be in the best interest of the college, not necessarily on the basis of price alone.

C. SITE CANCELLATION

The college shall have the right to discontinue payment for any locations that are vacated upon notification to contractor or when it is requested that service no longer be maintained at any particular location.

The college reserves the right to have a qualified third party verify the operational conditions of any system or to correct same if contractor fails or cannot do so.

D. OBTAINING DOCUMENTS

Vendors must receive this RFP directly from CCAC Purchasing Department and be sure they are on the vendor list for this particular RFP. In so doing, contractors will receive all applicable addenda from CCAC. Failure to incorporate any addenda in the final submittal may result in the rejection of your proposal.

E. INVOICING

Invoicing is to occur semi-annually as depicted on the pricing sheets. The college's payment terms shall be net 30 after successful completion of periodic services. Successful completion of services shall be deemed by CCAC in accordance with the specifications contained herein.

Invoices to be submitted separately to the five CCAC primary locations.

IV REQUIRED SUBMITTALS

The College requires that responses to this solicitation contain the following information:

- ❑ **SUBMITTAL FORM –1:** Vendor must complete, sign, and submit this page with their proposal response.
- ❑ **PRICING PAGES:** See the accompanying Excel pricing pages.
- ❑ **DOCUMENTATION:** Submit a pest control plan identifying chemicals and materials to be used. Provide a profile of your company including capabilities and data on labor force. Also provide safety data sheets.
- ❑ **REFERENCES** – submit at least three customer references for similar work.
- ❑ **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. Contractor 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/7% WBE). 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.

II. GENERAL SUBMITTAL REQUIREMENTS

All proposal responses, inclusive of the required submittals and all other documentation, must be submitted in hard copy and either mailed, delivered by private carrier, or hand-delivered (no fax or electronic responses).

- **PROPOSAL DEADLINE:** Proposals are due by 2:00 p.m. on Friday, September 13, 2024. (Proposals received late will not be considered by the College.)
 - ❑ Proposals shall clearly indicate company name, full address, contact person, phone number, fax number and e-mail address.
 - ❑ Proposals must contain the original signature of a duly authorized officer or agent of the company submitting the proposal.
 - ❑ Any/all information/language that is proposed to be incorporated into any final agreement shall be submitted with the Vendor’s response.
 - ❑ All costs incurred in preparing a response shall be at the Vendor’s expense.

III. VENDOR REPRESENTATION / WARRANTY

Any responding Vendor, by submitting a proposal, specifically represents and warrants that it has and shall possess, and that its employees, agents and subcontractors have and shall possess, the required education, knowledge, licenses, experience and character (all as may be applicable to this RFP) necessary to qualify them individually for the particular duties they perform. CCAC shall reserve the right to inspect and/or evaluate any potential awardee's facility, physical equipment, staff, and all matters that may bear upon the ability to successfully perform the scope of work. CCAC shall conduct interviews of Vendors as needed to evaluate qualifications. Should CCAC reasonably find that any Vendor does not have the capacity to perform the work, CCAC may reject the Vendor's proposal.

IV. GENERAL TERMS AND CONDITIONS OF THE AWARDED CONTRACT

The following terms and conditions shall apply to any resulting contract. Any terms and conditions of a responding Vendor that are in conflict with the College's terms and conditions, inclusive of any specific contractual requirements, must be identified within the Vendor's response. CCAC may negotiate the inclusion, exclusion, or alteration of any language, terms, pricing, or conditions prior to the issuance of a signed contract or throughout the term of the contract. The final contract shall incorporate this RFP document, the College's Master Service Agreement (refer to "Appendix A") and any proposal submitted by the successful Vendor and accepted by the College.

Vendors are cautioned that although the Vendor's terms may be submitted for consideration, the College reserves the right to negotiate its preference of the same, or otherwise reject the Vendor's proposal if the College is not able and willing to agree to the Vendor's terms.

- A. INVOICING/PAYMENT PROVISIONS:** The College's payment terms shall be thirty (30) days from the date the Contractor's invoice is properly presented and received. Invoices may be submitted only in accordance with deliverables that have been appropriately accepted by the College's terms as conditioned herein.
- B. TERMINATION PROVISIONS:** The college shall have the right to terminate this contract at any time upon thirty (30) days written notice for any reason.
- C. INDEPENDENT CONTRACTOR STATUS:** It shall be expressly agreed that vendor's status hereunder an award is that of an Independent Contractor. Neither Contractor, nor any person hired by Contractor, shall be considered employees of the College for any purpose.
- D. AUTHORITY TO BIND:** In the performance of the awarded services, Contractor agrees that the Contractor shall not have the authority to enter into any contract or agreement to bind the College in any way and shall not represent to anyone that the Contractor has such authority.
- E. GOVERNING LAWS:** Any resulting agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- F. TIME IS OF THE ESSENCE:** Time is of the essence with respect to performance of the terms and conditions of this RFP and any resulting contract.

V. EVALUATION AND AWARD OF PROPOSALS:

- A. While each proposal shall be considered objectively, CCAC reserves the right to accept or reject any proposal and to waive any formalities, informalities or technicalities in the RFP process at its own discretion.
- B. CCAC will not be bound by oral explanations or instructions given by any CCAC employee or agent at any time during the competitive proposal process or after award. Only modifications to specifications issued in writing by way of an addendum shall be valid.
- C. CCAC reserves the right to award this RFP in any manner that is determined to be in its best interest.
- D. The issuance of the College's award letter and /or subsequent purchase order(s) shall constitute the award of any accepted proposal.

VI. CONTRACTOR INTEGRITY PROVISIONS

The awarded Contractor must agree and abide by the following integrity, confidentiality and non-disclosure provisions:

- **COLLEGE'S INTERESTS:** Contractor agrees that it will not during the term of the resulting agreement engage in any activity which is contrary to and in conflict with the best interests, goals and purposes of the College.
- **CONFIDENTIALITY:** The Contractor shall not disclose to others any confidential information gained by virtue of the proposal process and the resulting contract.
- **COMPLIANCE WITH APPLICABLE LAW:** The Contractor shall maintain the highest standards of integrity in the performance of the contract and shall take no action in violation of state or federal laws, regulations, or any other requirements that govern contracting with the College.

VII. PREVIOUS PERFORMANCE: 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 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.

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

MWDBE PARTICIPATION GOALS – RFP 3152

The following must be included with your proposal.

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

M/W/DBE Company Contacted	Contact Person	Phone Number	\$Amount or % Committed To
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

_____ I am a M/W/DBE. (ATTACH CERTIFICATION)

Total: _____

Company’s Name: _____

Signature: _____

Title: _____

Date: _____

MASTER SERVICES AGREEMENT (awardee only)

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2014, 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 the company or business listed on the signature page hereto (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

RFP 3152	
-----------------	--

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.

--

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.

CONTRACTOR:

**COMMUNITY COLLEGE
OF ALLEGHENY COUNTY:**

By: _____

By: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

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.

**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.

SUBMITTAL FORM -1

By submitting a proposal the vendor acknowledges that following items are hereby understood and agreed to:

The undersigned, having carefully examined all sections and attachments to this Request for Proposal does hereby offer to furnish all labor, materials, equipment, supplies, insurance and bonds specified, and services necessary to fulfill the contract in accordance with the RFP which is/are hereby acknowledged by the signature below.

STATEMENT OF NON-COLLUSION

Finally, the undersigned also certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on this same service and is in all respects, fair and without collusion or fraud.

SIGNATURE OF OFFEROR

(Must be signed by a duly authorized officer or agent of the responding company.)

Company Name:

Signed By:

Address

Printed Name:

FEIN:

Title:

Zip+Four:

Phone:

Date:

Fax:

E-mail:

RETURN FORM