

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

BID PROPOSAL NO. 1145
DESCRIPTION: WINDOW CLEANING – ALL COLLEGE LOCATIONS

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 16, 2025

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, and supervision required to provide window cleaning services in accordance with specifications and requirements contained herein.

A mandatory pre-bid meeting and Allegheny Campus site visitation will be held on Tuesday, September 9, 2025, at 9:00 a.m. Meet in the lobby of the Office of College Services, 800 Allegheny Ave., Pittsburgh, PA 15233. Parking is available in the parking lot at the corner of North Lincoln and Allegheny Ave. (across from Wendy’s). The lot is gated but push the button to speak with the guard to gain access.

BID REQUIREMENTS (where checked)

- ☐ Bid Bond..... Not Required
- ☐ Performance Bond.Not Required
- ☐ Payment Bond.....Not Required
- ☒ Master Services Agreement (Awardee Only)
- ☐ No Lien A g r e e m e n t Not Required
- ☒ Insurance Certificate (Awardee Only)

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 fullment 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. 1145

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The CCAC Purchasing Department is now publishing all bids via the CCAC website at <https://ccac.edu/about/procurement.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.

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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.

GENERAL CONDITIONS OF THE CONTRACT

1. VERBAL AUTHORIZATION

No verbal agreement or understanding with any office, 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 of 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. Changes to the basic contract/purchase order must be authorized by the Purchasing Department.

2. COMMONWEALTH PROVISIONS

The contractor further agrees that each and every provision of clause required by the laws, ordinances or regulations of the Commonwealth of Pennsylvania or political subdivisions thereof relating to agreements of the within character entered into by a public body in the Commonwealth of Pennsylvania or political subdivisions thereof, are to be inserted and made part of this agreement and shall be deemed to have been inserted therein and made part hereon with like force and affect as if all such provisions and clauses were fully and specifically set forth herein and this agreement shall be read, constructed and endorsed as though the same were fully set forth herein.

3. PERMITS

Cost of all permits, licenses, etc., shall be included in the contractor's bid price, if applicable.

4. ROLE OF THE CONTRACTOR

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

5. EMPLOYEES OF THE CONTRACTOR

A. 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 the respective branches of labor, and who shall be paid not less than such rates of wages and for such hours work as shall be established and current rates of wages paid for such hours by employers or organized labor in doing similar work in the district where work is being done.

B. The owner is under no obligation to determine the prevailing wage rate in the district where work is being done.

BID PROPOSAL NO. 1145 – WINDOW CLEANING ALL COLLEGE LOCATIONS

1. INTENT

The Community College of Allegheny County intends to award a contract(s) to the lowest responsible bidder(s) for the cleaning of exterior building glass (interiors and exteriors of exterior building glass), including exterior windows, exterior doors, and skylights; (This bid does not include any interior windows between interior spaces.)

Stained glass windows at Jones Hall are excluded from this cleaning scope due to fragility of the stained glass.

CCAC shall have the right to award this contract on a location by location or total lowest bid.

All pricing must be held firm for the duration of the contract. Pricing shall not change if work is performed after hours and/or weekends. The College shall not incur any fuel surcharges. Work is to be performed between sun up and sun set (no work before sunrise or after sunset).

2. TERM

The base term of the contract shall be begin at award of contract in September 2025 through June 2026. The College reserves the right to extend the term of the contract for three (3) additional annual terms (July 1 through June 30). The College shall have the right to terminate this contract at any time upon thirty (30) days written notice.

3. METHOD OF OPERATION

The awardee(s) shall provide all labor, material, supplies, and equipment to clean both sides of exterior glass (including exterior doors and windows). Window sills are to be wiped clean also. If special equipment such as lifts is required; work is to be coordinated with respective campus contacts.

All work is to be performed in accordance with industry and OSHA standards and is to be coordinated with the CCAC representative identified for each location. **Prior to the start of work, the Contractor is to report to the Facilities Department to outline work schedule; communication with CCAC contact person is required.**

Awardee(s) will be responsible for pedestrian safety when cleaning aloft.

**BID PROPOSAL NO. 1145 – WINDOW CLEANING
ALL COLLEGE LOCATIONS**

4. INSURANCE

Awardee(s) will be required to submit an insurance certificate as described on form “B” (enclosed) prior to any work being performed.

5. PAYMENT

Awardee(s) shall invoice CCAC upon satisfactory completion of each cleaning. The designated CCAC representative shall sign off indicating that the work has been satisfactorily completed prior to payment. Payment terms shall be Net 30 provided services have been satisfactory by the College’s representative at each site location. **Satisfactory completion of service shall be verified by the Director of Facilities for the respective campus or centers. Payment will not be made until all buildings are inspected and approved by the campus representative(s).**

6. SERVICE LOCATIONS AND SITE VISITATIONS

Before submitting bids for this work, each bidder will be held to have examined each College location to determine the extent of the work to be completed **(submit to the College techniques to be used for cleaning difficult areas)**. Failure to do so will not relieve any obligation under this contract.

Office of College Services, 800 Allegheny Ave., Pittsburgh, PA 15233

Site Contact: Jack Bostrom, jbostrom@ccac.edu or 412-237-2517

Allegheny Campus, 808 Ridge Ave., Pittsburgh, PA 15212

Site Contact: Jack Bostrom, jbostrom@ccac.edu or 412-237-2517

Boyce Campus, 595 Beatty Road, Monroeville, PA 15146

Site Contact: Dan Devine, ddevine@ccac.edu or 412-369-3658

North Campus, 8701 Perry Highway, Pittsburgh, PA 15237

Site Contact: Dan Devine, ddevine@ccac.edu or 412-369-3658

South Campus, 1750 Clairton Road, West Mifflin, PA 15122

Site Contact: Doug Hunter, dhunter2@ccac.edu 412-469-6206

Homewood Brushton Center, 701 North Homewood Ave., Pittsburgh, PA 15208

Site Contact: Dan Devine, ddevine@ccac.edu or 412-369-3658

West Hills Center – 1000 McKee Road, Oakdale, PA 15071

Site Contact: Marty Palma, mpalma@ccac.edu or 412-469-6267

**BID PROPOSAL NO. 1145 – WINDOW CLEANING
ALL COLLEGE LOCATIONS**

7. TERMS AND CONDITIONS

Terms and conditions as contained in this bid proposal shall apply to any resulting contract in its entirety. Submission by the bidder of any additional terms or conditions, modifications, or alternate bids may subject such bid to rejection.

8. QUESTIONS

Refer all questions concerning this bid to Leah Taylor, Asst. Dir, of Purchasing at 412-237- 3023 or email ltaylor3@ccac.edu.

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

RETURN BID PROPOSAL FORM

**FOR
BID PROPOSAL NO. 1145**

DESCRIPTION: WINDOW CLEANING – ALL COLLEGE LOCATIONS

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:

Name of Company Bidding (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

Corporation

Exact Name

State Incorporated

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

**BID PROPOSAL NO. 1145 – WINDOW CLEANING
ALL COLLEGE LOCATIONS**

Bid Proposal Form

CCAC reserves the right to decide to have window cleaning performed on any or all or none of our buildings at the various campuses and centers each year.

Total pricing to clean all windows inside and outside for each of the respective buildings. Pricing good for the period September 2025 through June 2026.

Campus/Center	Building	Total SF of Building SF	Cost for exterior window cleaning entire building inside and out
Allegheny Campus	Byers Hall	46,284	
	CEIT Building	60,000	
	CTL Building	17,004	
	834 Ridge Avenue	7,323	Excluded
	Field House	7,776	
	Jones Hall	24,878	
	KLI Building	65,000	
	Library Building	83,400	
	Milton Hall	110,164	
	OCS	65,215	
	PE Building	73,906	
	SSC Building	56,510	
	Visual Arts Building	32,125	
	West Hall	48,375	
Allegheny Total		697,960	
Boyce Campus		287,958	
North Campus		156,830	
South Campus	<i>Includes A, B, D, G, and L Buildings (Connected)</i>	278,995	
West Hills Center		180,009	
Homewood Brushton Center		32,018	
Braddock Hills Center		9,000	Excluded
Total CCAC SF		1,642,770	

Company Name: _____

Return Form 2.0

**BID PROPOSAL NO. 1145 – WINDOW CLEANING
ALL COLLEGE LOCATIONS**

Unit Pricing - per SF for cleaning of exterior and interior of windows to allow for cleaning per floor or per façade or per wing as may be deemed necessary by CCAC throughout the year at any of CCAC's Campuses or Centers. Pricing good for the period September 2025 through June 2026.

	Mobilization Floors 1 - 2	Cleaning per SF of Window Floors 1-2	Mobilization Floors 3 - 7	Cleaning per SF of Window Floors 3 - 7
Cost - inside of exterior windows				
Cost - outside of exterior windows				

Pricing for annual optional contract extensions beginning July 1, 2026 and ending June 30, 2029 shall be an annual increase of _____%.

Company Name: _____

Return Form 2.1

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

NON-COLLUSION AFFIDAVIT

Contract/Bid No. 1145

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. 1145

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: _____

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 ----- (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

Bid Proposal No.	Awardee Only
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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/>

5. . By signing below, Contractor acknowledges its receipt and acceptance of the Master Terms.

6. 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.

7. 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.

8. 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: Cathy Jacobs

Signature: _____

Signature: _____

Title: _____

Title: Vice President for Finance and CFO

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.