

INVITATION TO BID

from

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY
PURCHASING DEPARTMENT
800 ALLEGHENY AVENUE
PITTSBURGH, PENNSYLVANIA 15233**

BID PROPOSAL NO. 1152

DESCRIPTION: MICROSOFT ENROLLMENT FOR EDUCATION SOLUTIONS (EES) AGREEMENT

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 p.m., on Tuesday, August 18, 2026

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

BID SCOPE

Provide Microsoft EES Agreement in accordance with the requirements contained herein.

BID REQUIREMENTS (where checked)

_____ Bid Bond **NOT REQUIRED**

_____ Performance Bond **NOT REQUIRED**

_____ Payment Bond **NOT REQUIRED**

X Master Services Agreement (Awardee Only)

_____ No Lien Agreement **NOT REQUIRED**

_____ Insurance Certificate **NOT REQUIRED**

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

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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. Bids 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 to perform work or delivery satisfactory in either the quality of materials, fulfillment of guarantee(s), or completion time.
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 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. 1152

MICROSOFT ENROLLMENT FOR EDUCATION SOLUTIONS (EES) AGREEMENT

Complete this form and submit via email.

- 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.
- It is understood by both the College and the bidder that all trade names, catalog numbers and/or samples offered meet specifications unless the bidder states that they are not equal to items specified.
- The College may reject bids quoting unspecified discounts and/or allowances.

Submitted by:

Name of Company Bidding (Please print.)

Signature

Title

(Handwritten signature must appear here in ink.)

Address

Telephone Number (Include Area Code.)

Fax Number (Include Area Code.)

My company is a(n) _____ MBE (Minority Business Enterprise)
_____ DBE (Disadvantaged Business Enterprise)
_____ WBE (Woman-Owned Business Enterprise)
_____ None of the Above

Please attach a copy of certification (if applicable) unless already on file at CCAC.

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.

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ALL PRICING TO BE HELD FIRM

**Bidders Must Attach Completed Excel Sheets or bid
will be rejected.**

GRAND TOTAL WILL SELF-CALCULATE ON EXCEL SHEET.

INCOMPLETE BIDS WILL BE REJECTED.

**USE EXCEL PAGE PROVIDED BY CCAC ONLY.
OTHERS WILL BE SUBJECT TO REJECTION.**

GENERAL SPECIFICATIONS
BID PROPOSAL NO. 1152
MICROSOFT ENROLLMENT FOR EDUCATION SOLUTIONS (EES) AGREEMENT

1. Software to be in accordance with Microsoft EES Agreement, including all items identified on the bid pages (locked in for three years). Failure to provide all pricing as requested may result in the rejection of your bid.
2. Quantities shown are estimated for bidding purposes only. CCAC shall have the right to increase or decrease quantities as needed at the time of purchase order generation at the beginning of each of the three years.
3. Items which may have a quantity of zero are for informational purposes only and may be added at the discretion of the college.
4. Payments shall be made by the college on an annual basis.
5. The term of the agreement shall be September 1, 2026, through August 31, 2029. Note that the College may reject bids not containing firm pricing for all three years.
6. Bidders are to determine firm pricing with distributors and submit firm pricing for each of the three years as shown on the bid sheets (Excel pages).
7. Any vendor submitting a bid must be a Microsoft Authorized Education Reseller (AER) and must provide verification of such authorization upon request.
8. If applicable, FTE (full-time equivalent) approximate quantity indicated on the bid sheet is based on the number of employees at the time of bid release per the Microsoft EES Agreement formula. The college shall have the right to increase or decrease FTE amount when a purchase order is issued (and in option years as permitted by Microsoft) at the price stipulated.
9. The college's terms and conditions included in this bid proposal, the resulting purchase order, and Microsoft's standard EES Agreement shall prevail without exception. Bids containing what is, in the opinion of the college, one or more material exceptions to the terms and conditions may be rejected and given no further consideration. For this reason, bidders are cautioned to provide only that information requested and on the forms provided.

The college's Master Services Agreement, purchase order, and Microsoft's EES Agreement shall be the only documents to be signed in acceptance of any evaluated bid offer. No conditions of the bidding company (seller) shall supersede or make null any terms and conditions of those presented by the college in this bid document.

PURCHASE ORDER TERMS AND CONDITIONS:

<https://online.flippingbook.com/view/182546862/>

Refer all questions concerning this bid proposal to Mike Cvetic, Director of Purchasing, at mcvetic@ccac.edu.



MASTER SERVICES AGREEMENT (AWARDEE ONLY)
Bid 1152 – Microsoft EES Software License Renewal

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into as of this th day of August, 2020, 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

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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.

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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.

**COMMUNITY COLLEGE
OF ALLEGHENY COUNTY**

By: _____

Signature: _____

Title: _____

Date: _____

By: _____

Signature: _____

Title: Vice President for Finance

Date: _____

Revised 3/3/15