



REQUEST FOR PROPOSAL 3124 SHREDDING 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.**

**RESPONSES TO THIS RFP MUST BE SUBMITTED VIA EMAIL TO MIKE CVETIC
AT mcvetic@ccac.edu NO LATER THAN:**

Thursday, November 12, 2020 at 2:00 p.m.

REQUEST FOR PROPOSAL 3124
SHREDDING SERVICES

- CCAC is seeking pricing on a shredding program for all campuses.
- Approximate quantities are shown on the bid page.
- The college shall have the right to increase or decrease the number of totes/containers and frequency of pick up as needed throughout the term of the agreement at the prices awarded.
- Tote size to be 96 gallon.
- To be taken offsite and shredded. Certificate of destruction to be provided upon request.
- Vendor to be licensed/bonded
- The initial agreement will be for one year.
- Option years may be exercised at the discretion of the college for up to two years.
- The college will also have the right to terminate the resulting agreement in part or in its entirety with 30 days notification to the vendor.

**REQUEST FOR PROPOSAL 3124
SHREDDING SERVICES**

PRICING PAGE

Approximate number Of Containers	Price per Tote per Month	Total per Year
Allegheny Campus 5 totes	\$_____ x 12 = \$_____	
Boyce Campus 9 totes	\$_____ x 12 = \$_____	
North Campus 3 totes	\$_____ x 12 = \$_____	
South Campus 8 totes	\$_____ x 12 = \$_____	
West Hills Center 2 totes	\$_____ x 12 = \$_____	
Office of College Services 1 tote	\$_____ x 12 = \$_____	

Annual Grand Total: \$_____

Company Name: _____

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 SUMMARY PAGES:** Submit all pricing pages.
- ❑ **REQUIRED DOCUMENTATION:** Submit all documentation and support materials as may be described throughout this RFP.
- ❑ **REFERENCES** – submit at least three customer references for similar units sold.
- ❑ **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 15%. 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 Thursday, November 12, 2020. (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:

- a. The awarded contract may be terminated in whole or in part in writing by the College in the event of the failure by Contractor to fulfill its obligations under the terms and conditions of the contract, or in the event that the

Contractor breaches any provision of the agreement (in the College's opinion), provided that no such termination shall be effective unless Contractor is given three (3) calendar days' written notice of intent to terminate, delivered personally or by certified mail, return receipt requested, and an opportunity for consultation with the College prior to termination.

- b. Upon receipt of a termination notice pursuant to the foregoing paragraph, Contractor shall promptly discontinue all services affected unless otherwise directed by the notice of termination.
- c. Upon termination pursuant to the foregoing paragraphs, the College may take over the work and prosecute the same to completion by agreement with another party or otherwise. Should Contractor fail or refuse to comply fully and faithfully with the terms, conditions and stipulations of the resulting agreement, College shall have the right at their notion to cancel, annul and declare void the award and the contract without any liability whatsoever on the part of College. The College shall be the sole judge as to whether or not Contractor has fully and faithfully complied therewith. College shall have the further right before or after any such cancellation to recover by law from Contractor any and all damages sustained by reason of non-compliance with or breach of the contract by Contractor.
- d. Upon termination, an equitable adjustment of the fee shall be made, which shall not include any profit for services or other work performed. The Contractor acknowledges and agrees that it shall not be entitled nor shall it make a claim for lost profits or loss of anticipated earnings because of termination.

- 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 anytime 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.

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COMMUNITY COLLEGE OF ALLEGHENY COUNTY

INSURANCE AND INDEMNIFICATION REQUIREMENTS

FORM B (awardee only)

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) to the extent directly 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 Procurement 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, Procurement Department, 800 Allegheny Avenue, Pittsburgh, PA 15233.

The insurance policies, except Workers' Compensation and Professional Liability (as applicable), 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.**

14.0 SUBMITTAL FORM

SUBMITTAL FORM - page 1 of 3

All responses must be typewritten or printed. If an explanation is requested or additional space is required, please include additional pages as required and sign each additional page. The signatory represents and warrants the accuracy of all information and responses provided on this form. Failure to submit a fully completed Submittal Form may cause the proposal to be deemed non-responsive and disqualified from further review. If a change occurs which would necessitate a modification of any response, the proposer should submit an updated form to the CCAC Procurement Department within thirty (30) calendar days.

GENERAL INFORMATION

1. **Legal Name of Organization:** _____
2. **Principal Office/Business Address:**
Street Address: _____
City/State: _____
Zip Code: _____
3. **Business Phone Number:** _____
4. **Fax Number:** _____
5. **Website Address:** _____
6. **Location of Branch Offices:** _____
7. **Years in Business:** _____
8. **Number of Employees:** _____
9. **Federal Employer Tax ID No.:** _____

ORGANIZATION STRUCTURE

1. Type of Business Entity (check one):

☐ Corporation ☐ Partnership ☐ Other (*please attach document describing ownership structure*)

2. Corporation Information (if applicable):

Date of Incorporation: _____
State of Incorporation: _____
President: _____
Vice-President(s): _____
Secretary: _____
Treasurer: _____

3. Partnership Information (if applicable):

Date of Organization: _____
Type (limited; general): _____
Name/Addresses of Partners: _____
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4. Are you a certified M/W/DBE?

☐ YES ☐ NO

If “YES”, list certification number and classification:

5. Indicate whether you anticipate subcontracting any portion of these services, and the names and addresses of any proposed subcontractors:

6. List any and all other legal and DBA names under which your firm has operated during the past ten (10) years, including dates when used and the reasons for the subsequent change in name(s):

7. State whether any firm owner, partner or officer has operated a similar business in the past ten (10) years. Include the names and addresses of each such business:

CONTACT INFORMATION FOR RFP RESPONSE

Please provide the requested information for the individual(s) responsible for preparing your organization's response to this RFP and/or to whom requests for additional information or clarification should be directed:

Name: _____
Title: _____
Address: _____

City/State/Zip: _____
Phone Number: _____
Fax Number: _____
Email: _____

ACKNOWLEDGMENT AND SIGNATURE

The undersigned, having carefully examined all sections and attachments to this Request for Proposal (RFP), does hereby offer to furnish all labor, materials, equipment, supplies, insurance and any bonds specified, and all services necessary to fulfill the requirements set forth in the RFP. The undersigned further represents and warrants by its signature below that it has fully reviewed and understands all elements of the RFP, that all information submitted by it or included with its proposal, including all responses on this Submittal Form, is truthful and accurate, and that it agrees to be bound by all terms and conditions set forth in the RFP, any resulting addenda, and its attachments.

STATEMENT OF NON-COLLUSION

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.

Company Name: _____
Signature of Representative: _____
Printed Name of Representative: _____
Title: _____
Date: _____

17.0 APPENDIX A MASTER SERVICES AGREEMENT (awardee only)

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2017, 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, Proposal Solicitation, Request for Proposal, and/or a Purchase Order (hereinafter individually and collectively referred to as the "Order"), pursuant to

Proposal No.

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://www.ccac.edu/business/_files-business/purchase-terms-and-conditions.pdf. 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:

By: _____

Signature: _____

Title: _____

Date: _____

COMMUNITY COLLEGE

OF ALLEGHENY COUNTY:

By: _____

Signature: _____

Title: _____

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.

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	_____
FEIN	_____	Name (printed)	_____
Address	_____	Title	_____
	_____	Telephone	_____
Zip + four	_____	Fax	_____
Date	_____	E-mail	_____