



**REQUEST FOR PROPOSAL 3121
GENERATOR AND UPS
MAINTENANCE – COLLEGE WIDE**

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 DELIVERED TO THE PURCHASING
DEPARTMENT NO LATER THAN:**

Tuesday, June 16, 2020 at 2:00 p.m.

NO FAX OR ELECTRONIC RESPONSES ARE PERMITTED

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3121 – GENERATOR AND UPS MAINTENANCE**

The intent of this RFP is to obtain proposals from vendors to provide inspection and preventive full service maintenance coverage on emergency generators and UPS's at all college locations. Four hour emergency response must also be provided. The term of the resulting agreement will be from July 1, 2020 through June 30, 2021. The college shall have the right to extend the agreement for up to two additional option years through June 30, 2022 or June 30, 2023.

Vendors may bid on Section 1 and/or Section 2. The college shall have the right to award on a section-by-section basis.

Indicate recommended maintenance in an attached synopsis of proposed services. Also, indicate what is not covered by the annual inspection and maintenance costs.

Section 1 – Emergency Generators

Emergency generator inspection shall include at minimum:

Battery and Battery Charger System
Fuel System
Engine Cooling System
Engine & Lubrication System
Intake/Exhaust System
Generator Controls & Power Connections
Generator Operations
Automatic Transfer Switch

Full Service to cover Operational & Functional Review of Generator Critical Components;
Lubrication Oil and Filtration Service

Locations and descriptions:

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

Onan 55 KW, Model EN-15R, SN D840704035, Byers Hall
Onan 300 KW, Model DQHAB, SN E110217671, K. Leroy Irvis Science Center
Kohler 30 KW, Model 30REOZJB, SN 2040237, Library Building
Onan 100 KW, Model DSHAF, SN K070130804, Milton Hall
Kohler 125 KW, Model 125ROZJ81, SN 358881, PE & Student Services Center
Onan 230 KW, Model DSHAD, SN K070130803, West Hall

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

Cummins 300 KW, New,

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3121 – GENERATOR AND UPS MAINTENANCE**

Homewood Brushton Center, 701 N. Homewood Ave., Pittsburgh, PA 15028

Cummins 50 KW, C50D6C, SN F180373856,

Boyce Campus, 595 Beatty Road, Monroeville, PA 15146

Onan 30 KW, North Wing, Level 1

Spectrum 80 KW, West Wing

Onan 35 KW, South Wing

North Campus, 8701 Perry Highway, Pittsburgh, PA 15237

Kohler 80 K, Model 80RZ282, SN 256076

Onan 275 KW, Model DQDAB, SN A180304828

South Campus, 1750 Clairton Rd., West Mifflin, PA 15122

Onan 100 KW, Model ENTX, SN F860827825

Onan 300 KW, Model DFCB, SN K940562165

Cummins 450 KW, Model 450.0 DFEJ, SN A190491632

West Hills Center, 1000 McKee Rd., Oakdale, PA 15071

Onan 100 KW, Model GGHH, SN F060939427

Onan 275 KW, Model DQDAB, SN B190497814

COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3121 – GENERATOR AND UPS MAINTENANCE

Section 2 – Liebert Uninterruptible Power Systems (UPS)

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

Tag #	Description	Model #	Annual PM Qty.
1345625	NPOWER 100-130	37SA100C0C6BA03	2
1346410	SEALED BATTERY	37BP100XMJBBNL	4
1346411	SEALED BATTERY	37BP100XMJABNL	4
1346412	LBS PER PANEL	83-813561-06	2
1346413	MBC/SLIM LN CAB	37MB1000CC61L	2
1346414	PPC 75-125	PRC125C3159925	1
1346415	PPC 75-125	PRC125C3159925	1
1347143	SMARTSWITCH 60A	SSFW360NW01	1
1347144	SMARTSWITCH 60A	SSFW360NW01	1
1526914	NX 160-200	38SA200A0A01	2
1526915	SEALED BATTERY	38BP200WX1BNS	4
1562709	CRV DX	CR035RA1C7A422	4
1562710	CRV DX	CR035RA1C7A422	4
1568123	SWITCHGEAR	BO-31157	1
1576686	LEAK DETCTION PANEL	LPL1150	1

COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3121 – GENERATOR AND UPS MAINTENANCE

Location: **Allegheny Campus**, 826 Ridge Ave., Pittsburgh, PA 15212

Tag #	Description	Model #	Annual PM Qty.
1606361	NX 20-30	38SB030CCC00	1
1606369	SEALED BATTERY	38BP030RPX1BNL	2
	MGE Galaxy 5000 130kVA, SN: 3AFQ11005001, KLI Science Center		1
	MGW Galaxy 5000-5500, Battery Cabinet 480V, SN: J14-21194, KLI Science Center		1

Location: **Boyce Campus**, 595 Beatty Road, Monroeville, PA 15146

Tag #	Description	Model #	Annual PM Qty.
1851023	APM45-90PERIPH	NRMB1A9C0RA0067	1
1851024	SEALED BATTERY	NRBP9UX1L1A0198	2
1867752	APM 45	NRC90CCSA0A3100	1

Location: **North Campus**, 8701 Perry Highway, Pittsburgh, PA 15237

Tag #	Description	Model #	Annual PM Qty.
1876871	APM45-90PERIPH	NRMB1A9C0RA00EG	1
1876872	APM 45	NRC90CCSA0A30A5	1
1876873	SEALED BATTERY	NRBP9UX1L1A0440	2

COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3121 – GENERATOR AND UPS MAINTENANCE

Location: **Homewood Brushton Center**, 1701 N. Homewood Ave., Pittsburgh, PA 15208

Tag #	Description	Model #	Annual PM Qty.
1902159	EXM 208V 20	47SA020CACL0804	2
1902160	EXM10-200PERIPH	47MBC32CC0R1G07	1

Location: **West Hills Center**, 1000 McKee Road, Oakdale, PA 15071

Tag #	Description	Model #	Annual PM Qty.
1936627	EXM 208V 100	47SA100GAC000FZ	1
1936628	EXM10-200PERIPH	47MBJ37AC0R10HI	1
1936629	SEALED BATTERY	47BPJVA91L100DT	2

Location: **South Campus**, 1750 Clairton Rd. West Mifflin, PA 15122

Tag #	Description	Model #	Annual PM Qty.
1939894	EXM 480V 150	51SA150EAA000CR	1
1939896	EXM 480V PERIPH	51MBH33AA0R10XG	1
1939897	EXM 480V PERIPH	51X150BCAUHAS30	1
1939901	SEALED BATTERY	51BPHTAB1L10096	2
1963528	CRV DX	CR019RA1Y7W994	2
1963529	CRV DX	CR019RA1Y7W994	2
1963530	CRV DX	CR019RA1Y7W994	2

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

RFP 3121 – GENERATOR AND UPS MAINTENANCE

Contact personnel:

Boyce Campus
595 Beatty Road
Monroeville, PA 15146

Devin Wilson
724-325-6765
dwilson@ccac.edu

Office of College Services
(Administration Building)
800 Allegheny Ave.
Pittsburgh, PA 15233

North Campus
8701 Perry Highway
Pittsburgh, PA 15237

Brian Richards
412-369-3650
brichards@ccac.edu

South Campus
1750 Clairton Road
West Mifflin, PA 15122

Martin Palma
412-469-6267
mpalma@ccac.edu

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3121 – GENERATOR AND UPS MAINTENANCE**

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 Tuesday, June 16, 2020.
(Proposals received late will not be considered by the College.)
- **One original and one electronic copy (via disk or flash drive)** of such shall be appropriately identified and delivered to: Community College of Allegheny County, Purchasing Department – Attn: Michael Cvetic, 800 Allegheny Avenue, Pittsburgh, PA 15233

COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3121 – GENERATOR AND UPS MAINTENANCE

- 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.

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3121 – GENERATOR AND UPS MAINTENANCE**

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.

COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3121 – GENERATOR AND UPS MAINTENANCE

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.

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3121 – GENERATOR AND UPS MAINTENANCE**

**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.**

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3121 – GENERATOR AND UPS MAINTENANCE**

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*)

COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3121 – GENERATOR AND UPS MAINTENANCE

SUBMITTAL FORM – page 2 of 3

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: _____

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:

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3121 – GENERATOR AND UPS MAINTENANCE**

SUBMITTAL FORM – page 3 of 3

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: _____

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3121 – GENERATOR AND UPS MAINTENANCE**

15.0 PERFORMANCE BOND REQUIRMENTS

Performance Bond Required of Awarded Vendor – \$10,000.00

Must use the college's form on the next page.

In lieu of a performance bond, the awarded vendor may submit either a certified or cashier's check or an Irrevocable Letter of Credit in the amount of \$10,000.00.

Irrevocable Letter of Credit shall be as follows:

A contractor or supplier to the Community College of Allegheny County may substitute an Irrevocable Letter of Credit in lieu of a Performance Bond. If this option is chosen by the contractor or supplier, the Irrevocable Letter of Credit must include the following terms.

a. The terms of payment must be stated as follows:

“The drafts must be accompanied by your (CCAC) signed statement certifying that the contractor has not performed satisfactorily in accordance with the specifications and conditions of the contract.

Unsatisfactory performance will be determined solely by the Community College of Allegheny County”.

b. The Irrevocable Letter of Credit must be payable and confirmed through a correspondent bank headquartered within the United States and which has total assets of at least \$5 billion.

Any performance bond, certified/cashier's check, or Irrevocable Letter of Credit submitted by the awarded vendor shall remain in effect (certified/cashier's check held by CCAC) for a period of ninety days beyond the final date of acceptance and signoff by CCAC.

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3121 – GENERATOR AND UPS MAINTENANCE**

16.0 PERFORMANCE BOND (awardee only)

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

800 Allegheny Avenue, Pittsburgh, Pennsylvania 15233

BOND NUMBER_____

PERFORMANCE BOND

Know all men by these Presents that we _____ (hereinafter called "Principal") as Principal, and _____

authorized to do business in the Commonwealth of Pennsylvania (hereinafter called "Surety") as Surety, are held and firmly bound unto the Community College of Allegheny County, through its Board of Trustees, _____ in the sum of _____

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

WITNESS our hands and seals, the _____ day of _____ the year of our Lord 2009.

WHEREAS the above bounded _____

has filed with the Community College of Allegheny County proposals for the _____

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

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

Attest:

CONTRACTOR

(SEAL)

SECRETARY

PRESIDENT

Signed, Sealed, and Delivered in presence of:

(SEAL)

SURETY COMPANY

WITNESS

ADDRESS

COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3121 – GENERATOR AND UPS MAINTENANCE

Pricing Page Attachments may be provided

In addition to this Pricing Summary Page, vendors must submit **complete and itemized listings** of all proposed charges (i.e.: equipment, parts, and materials; shipping; labor, installation, etc.).

Section 1 – Emergency Generator Inspection and Full Service Maintenance

	(Option year 1)	(Option year 2)
7-1-20 through 6-30-21 Annual Cost	7-1-21 through 6-30-22 Annual Cost	7-1-22 through 6-30-23 Annual Cost
Allegheny Campus	\$_____	\$_____
Boyce Campus	\$_____	\$_____
Office of College Services	\$_____	\$_____
Homewood Brushton Center	\$_____	\$_____
Boyce Campus	\$_____	\$_____
North Campus	\$_____	\$_____
South Campus	\$_____	\$_____
West Hills Center	\$_____	\$_____
Grand Total	\$_____	\$_____

Hourly rate for services performed beyond the scope of this agreement: \$_____

Cost plus for parts used beyond the scope of work of this agreement: _____%

Name of company submitting proposal: _____

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3121 – GENERATOR AND UPS MAINTENANCE**

Pricing Page Attachments may be provided

In addition to this Pricing Summary Page, vendors must submit **complete and itemized listings** of all proposed charges (i.e.: equipment, parts, and materials; shipping; labor, installation, etc.).

**Section 2 – Uninterruptible Power Supply (UPS)
Inspection and Full Service Maintenance**

	(Option year 1)	(Option year 2)
7-1-20	7-1-21	7-1-22
through 6-30-21	through 6-30-22	through 6-30-23
Annual Cost	Annual Cost	Annual Cost
Office of College Services	\$ _____	\$ _____
Allegheny Campus	\$ _____	\$ _____
Boyce Campus	\$ _____	\$ _____
North Campus	\$ _____	\$ _____
Homewood Brushton Center	\$ _____	\$ _____
West Hills Center	\$ _____	\$ _____
South Campus	\$ _____	\$ _____
Grand Total	\$ _____	\$ _____

Hourly rate for services performed beyond the scope of this agreement: \$ _____

Cost plus for parts used beyond the scope of work of this agreement: _____ %

Name of company submitting proposal: _____

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3121 – GENERATOR AND UPS MAINTENANCE**

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/Terms_and_Conditions.aspx. By signing below, Contractor acknowledges its receipt and acceptance of the Master Terms.

COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3121 – GENERATOR AND UPS MAINTENANCE

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.

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3121 – GENERATOR AND UPS MAINTENANCE**

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	_____ _____ _____ _____