

INVITATION TO BID

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

BID PROPOSAL NO. 1042
DESCRIPTION: DELL MAINTENANCE RENEWALS

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, April 30, 2019

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

BID SCOPE

Provide renewal of Dell Maintenance in accordance with the requirements contained herein.

BID REQUIREMENTS (where checked)

_____ Bid Bond **NOT REQUIRED**
_____ Performance Bond **NOT REQUIRED**
_____ Payment Bond **NOT REQUIRED**
_____ Contract Articles of Agreement **NOT REQUIRED**
_____ 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

INDEX TO SPECIFICATIONS

FOR

BID PROPOSAL NO. 1042

DESCRIPTION: DELL MAINTENANCE RENEWALS

INVITATION TO BID	Cover Sheet
INDEX	Page 2
INSTRUCTIONS TO BIDDERS	Pages 3 - 4
RETURN BID PROPOSAL FORMS	
BIDDER SIGNATURE FORM	Page 5 Return Form
(INsert COMPLETED SHEET)	Page 6 Return Form
NON-COLLUSION AFFIDAVIT	Page 7 Return Form
GENERAL SPECIFICATIONS	Page 9
PURCHASE ORDER TERMS AND CONDITIONS	Page 9

NOTE: TELEPHONIC, FAX, AND 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.

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. The bidder must **submit one original** of completely executed required bid documents. 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. 1042
DELL MAINTENANCE RENEWALS**

Complete this form in duplicate and submit both copies with your bid. IF PRICES ARE NOT IDENTICAL ON BOTH COPIES, THE LOW PRICE WILL PREVAIL.

- 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

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.

RETURN FORM

PAGE 5

DELL MAINTENANCE RENEWALS

BID PROPOSAL NO. 1042

Renewal of Dell Maintenance

See attached spreadsheet with list of equipment to be covered.

Co-term all to 6-30-20.

Option 1

OEM Dell Maintenance: \$_____

Option 2

3rd Party Maintenance: \$_____

Company Name:_____

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

NON-COLLUSION AFFIDAVIT

Contract/Bid No. 1042

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: _____

RETURN FORM

PAGE 7

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.

BID PROPOSAL NO. 1042
DELL MAINTENANCE RENEWALS

1. All prices to be quoted F.O.B. destination and include delivery to: CCAC, College Office, 800 Allegheny Ave., Pittsburgh, PA 15233.
2. For OEM Option 1 - bidder must be authorized by Dell to provide maintenance renewal at the time of the bid opening.
3. The college's terms and conditions included in this bid proposal and in the resulting purchase order shall prevail without exception. Bids containing what is, in the opinion of the college, one or more material exceptions to the college's terms and conditions may be rejected and given no further consideration. For this reason, bidders are cautioned to provide only that information asked for and on the forms provided.

The college's purchase order shall be the only document 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.

4. Vendors must receive this bid directly from CCAC Purchasing Department and be sure they are on the vendor list for this particular bid. In so doing, bidders will receive all applicable addenda from CCAC. Failure to incorporate any addenda in the final submittal may result in the rejection of your bid.
5. Refer procedural questions to Michael Cvetic, director of Purchasing at mcvetic@ccac.edu

PURCHASE ORDER TERMS AND CONDITIONS

<https://www.ccac.edu/client/twocolumn.aspx?pageid=28676>