

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

BID PROPOSAL NO. 1028
HVAC ENVIRONMENTAL CONTROL SYSTEM ASSURANCE SERVICES
COLLEGE WIDE

Sealed proposals will be received and publicly opened by a Purchasing Agent of the Community College of Allegheny County.

Proposals must be received by the Purchasing Department, 800 Allegheny Avenue, Pittsburgh, Pennsylvania 15233 on or before 2:00 PM, on Wednesday, September 20, 2018.

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

BID SCOPE

Provide all labor, material, equipment and supervision required to perform preventive maintenance services for environmental control systems at all college locations identified herein in accordance with the specifications, terms and conditions contained herein.

For questions, e-mail Michael Cvetic, Director of Purchasing, mcvetic@ccac.edu.

BID REQUIREMENTS

Bid Bond. **\$10,000 (Submit with Bid)**

Performance Bond. . . . \$25,000 (Awardee Only)

Master Services Agreement (Awardee Only)

Insurance Certificate (Awardee Only)

BID BOND: Bid must include the required bid bond or certified check, which will be returned to the unsuccessful bidder approximately 45 days after the bid due date.

PERFORMANCE BOND: The successful bidder will be required to enter into a written contract with the College and to furnish a contractor’s bond conditioned for the faithful and full performance of the contract with sufficient surety in the amount stated above. Any surety cosigning the contractor’s bond shall be an Incorporated surety company approved by the Court of Common Pleas of Allegheny County. Bond with surety must be furnished within 20 days after receipt of the contract. The Board of Trustees reserves the right to reject any bond furnished where it is in the best interest of the College to do so.

The College requires Power of Attorney attached to bonds to be dated concurrently, sealed, and executed by a proper **live** (not facsimile) **signature**.

PAYMENT BOND: The bidder to whom the contract is awarded shall furnish a bond to guarantee the payment of third-party subcontractors involved in 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. 1028 HVAC ENVIRONMENTAL CONTROL SYSTEM ASSURANCE SERVICES COLLEGE WIDE

| | | |
|---|-------------|------------------|
| INVITATION TO BID | 1 | |
| INDEX TO SPECIFICATIONS | 2 | |
| INSTRUCTIONS TO BIDDERS | 3-4 | |
| RETURN BID PROPOSAL FORMS | | |
| BIDDER SIGNATURE FORM | 5 | Return Form 1 |
| PRICE FORM | 6-9 | Return Forms 2-5 |
| NON-COLLUSION AFFIDAVIT & INSTRUCTIONS | 10-11 | Return Form 6 |
| MINORITY PARTICIPATION GOALS | 12 | Return Form 7 |
| DOCUMENTS REQUIRED BY AWARDEE ONLY | | |
| PERFORMANCE BOND | 13 | |
| INSURANCE REQUIREMENTS | 14 (Form B) | |
| MASTER SERVICES AGREEMENT | 15-16 | |
| SPECIFICATIONS | 17 - 20 | |

NOTE: FAX OR ELECTRONIC RESPONSES TO BID PROPOSALS ARE NOT ACCEPTABLE.

IN THE EVENT A SEALED BID IS HAND CARRIED, IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO ASSURE THE BID IS IN POSSESSION OF THE CCAC PURCHASING DEPARTMENT PRIOR TO THE TIME SET FOR OPENING.

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 two copies** 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. 1028
ENVIRONMENTAL CONTROL SYSTEM ASSURANCE SERVICES
COLLEGE WIDE

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.)

Trading as: (Check one.) **Please print.**

_____ Individual Owner _____

_____ Partnership Partner _____

_____ Corporation Exact Name _____

State Incorporated _____

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

Rev: 1/01

RETURN FORM 1

BID PROPOSAL NO. 1028
ENVIRONMENTAL CONTROL SYSTEM ASSURANCE SERVICES
COLLEGE WIDE

PRICING PAGES

Base Year:

The total **annual** lump sum for providing labor, material and equipment for preventive maintenance services for environmental control systems as specified herein for the period of **October 1, 2018 through September 30, 2019** shall be:

| | |
|---|-----------------|
| ALLEGHENY CAMPUS | \$ _____ |
| HOMEWOOD BRUSHTON CENTER | \$ _____ |
| BOYCE CAMPUS | \$ _____ |
| NORTH CAMPUS | \$ _____ |
| WEST HILLS CENTER | \$ _____ |
| COLLEGE OFFICE | \$ _____ |
| SOUTH CAMPUS | \$ _____ |
| COLLEGEWIDE GRAND TOTAL BASE YEAR: | \$ _____ |

OPTION YEARS (Services may be continued at the College's discretion) - Additional renewal periods of one (1) year each for a total contract life of four (4) years for each year shown shall be:

Option Year One (October 1, 2019 through September 30, 2020)

| | |
|---|-----------------|
| ALLEGHENY CAMPUS | \$ _____ |
| HOMEWOOD BRUSHTON CENTER | \$ _____ |
| BOYCE CAMPUS | \$ _____ |
| NORTH CAMPUS | \$ _____ |
| WEST HILLS CENTER | \$ _____ |
| COLLEGE OFFICE | \$ _____ |
| SOUTH CAMPUS | \$ _____ |
| COLLEGEWIDE GRAND TOTAL OPTION YEAR ONE: | \$ _____ |

Company Name: _____

RETURN FORM 2

**BID PROPOSAL NO. 1028
ENVIRONMENTAL CONTROL SYSTEM ASSURANCE SERVICES
COLLEGE WIDE**

PRICING PAGES

Option Year Two (October 1, 2020 through September 30, 2021)

| | |
|---|-----------------|
| ALLEGHENY CAMPUS | \$ _____ |
| HOMEWOOD BRUSHTON CENTER | \$ _____ |
| BOYCE CAMPUS | \$ _____ |
| NORTH CAMPUS | \$ _____ |
| WEST HILLS CENTER | \$ _____ |
| COLLEGE OFFICE | \$ _____ |
| SOUTH CAMPUS | \$ _____ |
| COLLEGEWIDE GRAND TOTAL OPTION YEAR TWO: | \$ _____ |

Option Year Three (October 1, 2021 through September 30, 2022)

| | |
|---|-----------------|
| ALLEGHENY CAMPUS | \$ _____ |
| HOMEWOOD BRUSHTON CENTER | \$ _____ |
| BOYCE CAMPUS | \$ _____ |
| NORTH CAMPUS | \$ _____ |
| WEST HILLS CENTER | \$ _____ |
| COLLEGE OFFICE | \$ _____ |
| SOUTH CAMPUS | \$ _____ |
| COLLEGEWIDE GRAND TOTAL OPTION YEAR THREE: | \$ _____ |

Company Name: _____

RETURN FORM 3

BID PROPOSAL NO. 1028
ENVIRONMENTAL CONTROL SYSTEM ASSURANCE SERVICES
COLLEGE WIDE
PRICING PAGES

Rate for service labor (travel time and mileage are not reimbursable):

Rate schedule during normal working hours (7:00 am thru 3:30 pm) for DDC Technical and / or Pneumatic Service fitter are as follows. Note rates are per day.

DDC Technician:

Daily Rate \$ _____ (Base Year)
Daily Rate \$ _____ (First Option Year)
Daily Rate \$ _____ (Second Option Year)
Daily Rate \$ _____ (Third Option Year)

Pneumatic Service fitter:

Daily Rate \$ _____ (Base Year)
Daily Rate \$ _____ (First Option Year)
Daily Rate \$ _____ (Second Option Year)
Daily Rate \$ _____ (Third Option Year)

Along with other work to be performed outside the scope of work as specified, these rates may be used by CCAC in conjunction with retro-commissioning and control upgrade projects being undertaken.

Rate Schedule for emergency labor (travel time and mileage are not reimbursable):

Customer rate schedule for emergency service for DDC Technical / or Pneumatic Service fitter are as follows. Note rates are per four hour timeframe.

DDC Technician:

Four (4) Hour Rate \$ _____ (Base Year)
Four (4) Hour Rate \$ _____ (First Option Year)
Four (4) Hour Rate \$ _____ (Second Option Year)
Four (4) Hour Rate \$ _____ (Third Option Year)

Pneumatic Service Fitter:

Four (4) Hour Rate \$ _____ (Base Year)
Four (4) Hour Rate \$ _____ (First Option Year)
Four (4) Hour Rate \$ _____ (Second Option Year)
Four (4) Hour Rate \$ _____ (Third Option Year)

Company Name: _____

RETURN FORM 4

BID PROPOSAL NO. 1028
ENVIRONMENTAL CONTROL SYSTEM ASSURANCE SERVICES
COLLEGE WIDE

Parts – DDC and Pneumatic:

This contract does not include any repair parts. All DDC and pneumatic parts are the individual campus/center responsibility. The Contractor shall supply a list of recommended parts for each campus to have on hand. The Contractor's service personnel shall carry repair/replacement parts, components and fittings on their vehicles if needed at cost plus

_____ %.

METASYS SUBSCRIPTION (Optional)

College Wide Software Subscription for Metasys – this section may or may not be awarded to the same contractor as the rest of the bid. **Current software release is version 8.1.**

Base Year: October 1, 2018 through September 30, 2019: \$ _____

Option Year One: October 1, 2019 through September 30, 2020: \$ _____

Option Year One: October 1, 2020 through September 30, 2021: \$ _____

Option Year One: October 1, 2021 through September 30, 2022: \$ _____

Company Name: _____

RETURN FORM 5

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

NON-COLLUSION AFFIDAVIT

Contract/Bid No. 1028

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 6

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. § 1611 et seq., governmental agencies may require Non-collusion Affidavits to be submitted together with bids.
2. This Non-collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

MINORITY PARTICIPATION GOALS – BID PROPOSAL NO. 1028

The following must be included with your bid.

A **15%** M/W/DBE work participation is established. Document your firm’s good faith effort to obtain the **15%** Goal:

| M/W/DBE Company Contacted | Contact Person | Phone Number | \$Amount or % Committed To |
|---------------------------|----------------|--------------|----------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

_____ I am a M/W/DBE. (ATTACH CERTIFICATION)

Total: _____

Bidding Company’s Name: _____

Signature: _____

Title: _____

Date: _____

COMMUNITY COLLEGE OF ALLEGHENY COUNTY
800 ALLEGHENY AVENUE, PITTSBURGH PA 15233

Bond Number _____

PERFORMANCE BOND

Know all men by these Presents that we _____ **“TO BE COMPLETED ONLY BY AWARDEE”** _____
(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 _____ 20____.

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, and shall indemnify and save harmless the said Community College of Allegheny
County from all liens, charges, demands, loss and damages of every kind and nature, whatsoever. Then this obligation
to be void, otherwise to be and remain in full force and virtue.

Attest: _____ (SEAL)
CONTRACTOR

_____ (SEAL)
SECRETARY PRESIDENT

Signed, Sealed and delivered in presence of

_____ (SEAL)
SURETY COMPANY

_____ (SEAL)
ADDRESS

_____ (SEAL)
TITLE

COMMUNITY COLLEGE OF ALLEGHENY COUNTY
800 ALLEGHENY AVENUE PITTSBURGH, PA 15233

INSURANCE REQUIREMENTS

FORM B

Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Community College of Allegheny County (CCAC), its agents, officers, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of Contractor, its agents, employees, or any tier of its subcontractors in the performance of this Contract. The amount and type of insurance coverage requirements of this Contract will in no way be construed as limiting the scope of indemnification in this Paragraph.

Insurance. Contractor shall maintain during the term of this Contract insurance policies described below issued by companies licensed in Pennsylvania with a current A.M. Best rating of A- or better. At the signing of this Contract, and prior to the commencement of any work, Contractor shall furnish the CCAC Purchasing Department with a **Certificate of Insurance** evidencing the required coverages, conditions, and limits required by this Contract at the following address: Community College of Allegheny County, Purchasing Department, 800 Allegheny Avenue, Pittsburgh, PA 15233.

The insurance policies, except Workers' Compensation and Professional Liability, shall be endorsed to name Community College of Allegheny County, its agents, officers, employees, and volunteers as Additional Insureds with the following language or its equivalent:

Community College of Allegheny County, its agents, officers, employees, and volunteers are hereby named as additional insureds as their interest may appear.

All such Certificates shall provide a 30-day notice of cancellation. Renewal Certificates must be provided for any policies that expire during the term of this Contract. Certificate must specify whether coverage is written on an Occurrence or a Claims Made Policy form.

Insurance coverage required under this Contract is:

- 1) **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract.
- 2) **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Contractor's owned, hired, and non-owned vehicles.
- 3) **Workers' Compensation** insurance with limits statutorily required by any Federal or State law and **Employer's Liability** insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- 4) **Professional Liability** insurance (where applicable) covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

MASTER SERVICES AGREEMENT Awardee Only

Bid 1028 HVAC Environmental Control System Assurance Services

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into as of this th day of _____, 2014, by and between **Community College of Allegheny County**, with a business office located at 800 Allegheny Avenue, Pittsburgh, PA 15233 (hereinafter referred to as the "College"), and **Contractor Name** (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the College has issued a Request for Quotation, Bid Solicitation, Request for Proposal, and/or a Purchase Order (hereinafter individually and collectively referred to as the "Order"), pursuant to

| | |
|------------------------------|--|
| Bid Proposal No. 1028 | Provide all labor, material, equipment, permits and supervision to perform environmental controls assurance services in accordance with all terms and conditions of Bid Proposal No. 1028 |
|------------------------------|--|

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.

| |
|--|
| October 1, 2018 through September 30, 2020 (with three option years) |
|--|

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 <http://www.ccac.edu/default.aspx?id=149304>. 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 NAME

**COMMUNITY COLLEGE
OF ALLEGHENY COUNTY**

By: _____

By: Joyce Breckenridge

Signature: _____

Signature: _____

Title: _____

Title: VP Business and Administration

Date: _____

Date: _____

EXHIBITS - The following Exhibits are attached hereto and made a part of this Agreement for all purposes:

- Exhibit A - Contractor's Proposal Response
- Exhibit B - Insurance Requirements
- Exhibit C - Contractor's Certificate(s) of Insurance.
- Exhibit D – Performance Bond

Bid Proposal No. 1028

ENVIRONMENTAL CONTROL SYSTEM ASSURANCE SERVICES

CCAC College Wide

The contractor shall provide preventative maintenance services for the Environmental Control System's (ECS) for all Community College of Allegheny County Campus's and the listed centers. These include but may not be limited to Metasys, Barber Coleman and Robertshaw systems. The Contractor shall furnish all personnel, material, test equipment, technical services, pneumatic services and tools required to perform preventative maintenance on the Environmental Control System (ECS) equipment which includes all equipment directly connected or controlled by the electronic or pneumatic control system. The Contractor shall provide a qualified (see bidders qualifications) Direct Digital Control (DDC) Technician at each campus / building per schedule (see scheduling) and a Pneumatic Service Fitter at each campus per schedule (see scheduling). Preventative maintenance shall be provided on a regular schedule and is to be determined and coordinated with each individual Physical Plant Supervisor. This preventative maintenance schedule is to be developed in conjunction with the site Physical Plant Supervisor upon award of contract.

Prequalification:

- Audited Financial statement required for previous (2) fiscal year period (within 48 hours upon request by CCAC).
- References of similar contracts held within 50 mile radius of CCAC.
- Demonstrate by documentation that each technician assigned to the contract has a minimum of five (5) years experience in pneumatic controls for Pneumatic Service Fitters and a minimum of five (5) years experience in DDC control work for DDC Technicians.
- Minimum of five (5) years experience with Johnson Control (Metasys) and other similar systems, such as Robertshaw and Barber Coleman controls.
- Trained technicians sufficient to adequately maintain all CCAC owned ECS.
- List of technicians and documented training must be provided.
- Toll free number 24/7/365 that is staffed by a person and does not go to voicemail.

DDC Preventative Maintenance Services:

Preventative maintenance on all DDC electronic components associated with the ECS systems includes operator I/O devices, main panels (NCU), field panels, Metasys Integrators, sensors and all other electric/electronic devices connected directly to the ECS system. DDC component calibration (including control loop tuning, sensor calibration, Metasys function module kit transducer calibration) shall be performed on scheduled preventative maintenance visits.

Pneumatic Preventative Maintenance Services:

Preventative maintenance and calibration services are to be provided on all pneumatic control devices associated with the pneumatic and automatic temperature control systems. This includes actuators for valves and dampers, valves, low limit switches, transmitters, receiver controllers, pneumatic fan-coil controllers, and or unit ventilators, air handlers and heating ventilating units. The Pneumatic Service Fitters' visits will be coordinated with the DDC Technician visit as required to properly calibrate electronic to pneumatic devices. All preventative maintenance tasks are scheduled and generated by the college using preventative maintenance software at each campus. These documents are to be completed by the servicing technician(s) and returned to the campus Physical Plant Supervisor at the end of each work day.

Trouble Shooting and Repair Services

Service calls (performed during normal working hours – (7:00 am to 3:30 PM) for a DDC technician or pneumatic service fitter to perform trouble shooting and repair services **may** be requested by the individual Campus's Physical Plant Supervisor. This service is to be scheduled and is to be provided to bring equipment up to 100% operational condition (all repair parts are excluded). Service time will be billed per the bid document:

Scheduling for DDC and Pneumatic Preventive Maintenance and Repair Services:

Allegheny Campus / Homewood

DDC Technician: Two (2) 8 hour scheduled monthly visits

Pneumatic Service Fitter: Two (2) 8 hour scheduled monthly visits

The above time is to be split between Allegheny and Homewood at discretion of Physical Plant Supervisor.

Boyce Campus

DDC Technician: One (1) 8 hour scheduled monthly visit

Pneumatic Service Fitter: One (1) 8 hour scheduled monthly visit

North Campus/ West Hills Center

DDC Technician: One (1) 8 hour scheduled monthly visit **each site.**

Pneumatic Service Fitter: One (1) 8 hour scheduled monthly visit **each site.**

Office of College Services

DDC Technician: One (1) 8 hour scheduled monthly visit

Pneumatic Service Fitter: One (1) 8 hour scheduled monthly visit

South Campus

DDC Technician: One (1) 8 hour scheduled monthly visit

Pneumatic Service Fitter: Two (2) 8 hour scheduled monthly visits

Additional: One (1) 8 hour quarterly visit. Tech or Fitter at the discretion of the Physical Plant Supervisor of South Campus.

Rate for service labor:

Rates shall be bid for normal working hours (7:00 am thru 3:30 pm) for DDC Technical and / or Pneumatic Service fitter.

Emergency Service – DDC and Pneumatic:

Emergency Service are calls that are not scheduled but are requested by a Physical Plant Supervisor due to a system or equipments that are out of order or malfunctioning and are required for proper environmental conditions or proper building operation. All emergency service/repair requests shall be answered or addressed within four (4) hours of the initial call. If service is not rendered within the four (4) -hour response time on any occurrence then a deduction of ½ the monthly rate may be imposed upon the contract payment. When an emergency service request is made, the contractor shall have four (4) hours to respond to the service request. Continued delays to respond to initial call for service or failure to respond twice in a single billing period shall be grounds for CCAC to seek services from other qualified sources. Emergency calls are billed at a minimum of four (4) hours.

Rate for emergency labor:

Rates shall be bid for emergency service for DDC Technical and /or Pneumatic Service fitter.

Parts – DDC and Pneumatic:

This contract does not include any repair parts. All DDC and pneumatic parts are the individual campus/center responsibility. The Contractor shall supply a list of recommended parts for each campus to have on hand. The Contractor's service personnel shall carry repair/replacement parts, components and fittings on their vehicles if needed at cost plus percentage if deemed necessary for use by the Physical Plant Supervisor. Additional parts not included in this contract are all central equipment supplied by CCAC such as computers, printers and modems.

Software:

Preventative maintenance will be performed on all system software and databases associated with the ECS systems. The actual system software / licenses for Metasys, Barber Coleman and Robertshaw equipment is / are not covered under this contract.

Training:

Training will be provided as requested during scheduled visits. The DDC Technician and Pneumatic Service Fitter will provide required information, instructions and any other information to the owner's representative to help this representative to do preventative maintenance and / or troubleshooting of the equipment. Additional training time can be requested and the above service rate for scheduled service will apply for billing.

Service Reports:

All service performed (preventive, repair, emergency, training), any equipment deficiencies requiring a service visit and any training that a college representative receives will be documented on the service report. Service reports shall be signed by the Physical Plant Supervisor or designee (Be advised that a secretary, clerk or security officer is not an acceptable signature) and copies of the service reports must be submitted with billing invoices. Each facility under this contract maintains a preventative maintenance program. Upon completion of preventative maintenance work the technician/fitter is required to properly fill out the preventative maintenance work order for each piece of equipment at the time of service.

Invoicing:

Invoices for scheduled maintenance must be submitted monthly for work performed in the previous month. All invoices for unscheduled labor and parts are to be invoiced separately for work performed in the previous month.

Invoices are to be mailed to the Campuses or locations where the work is performed. Invoices for worked performed at College Centers are to be mailed to their corresponding Campus. These billing details will be available at time of contract award.

Retention of Money:

The Community College of Allegheny County shall hold back ten percent (10%) of all moneys due to the contractor for the performance of work during the first year (base term) and each subsequent year thereafter. These monies will be paid to the contractor at the conclusion of the contract if it has been determined by the College that all equipment maintained under this contract is in a reasonably maintained working order at the time the contract expires.

Evaluation of Services:

The owner reserves the right to have a designated representative enter the work area at any time before, during, or after the contract has been performed to evaluate any or all work to be provided under the terms of the contract. The representative shall evaluate the contractor's work relative to these specifications. If the evaluation indicates less than appropriate performance, the College may withhold the future three (3) months payment as well as the ten percent (10%) retention until deficiencies are corrected. Contractor will be advised of findings of 3rd party and afforded a reasonable period of time to correct the deficiencies, after which, if corrected, all funds earned will be released.

Initial Equipment Inspection:

The successful contractor is to inspect the covered equipment within 14 calendar days of the effective date of the award of contract. The contractor will advise the College in writing of its findings of equipment not in operating order or in need of repair. With the Colleges approval the contractor may be engaged to perform the work necessary to put the covered equipment in proper working condition. This work will be done at the contractor's stated service hourly rate with applicable costs for necessary parts at that time. If the College desires not to have the repairs performed then the contractor will not be obligated to cover the repairs under the terms of the contract. This report is to be submitted to each Physical Plant Supervisor, the Purchasing department, and the Operations Administrator.