



**REQUEST FOR PROPOSAL 3139
FOR**

**Administration of both Short Term Disability
and Long Term Disability (TPA)**

**Prepared by
Community College of Allegheny County
Purchasing Department – College Office
800 Allegheny Avenue
Pittsburgh, Pennsylvania 15233
(412) 237-3146**

**RESPONSES TO THIS RFP MUST BE DELIVERED TO THE
PURCHASING DEPARTMENT
NO LATER THAN:**

2:00 PM on, Friday, April 28, 2023

NO FAX OR ELECTRONIC RESPONSES ARE PERMITTED.

SECTION ONE - PURPOSE OF THE RFP

I. INTENT/PURPOSE: The intent of this Request for Proposal (“RFP”) is to obtain firm prices for a single Third Party Administrator (TPA) to administer and coordinate all Community College of Allegheny County (hereinafter “college” or “CCAC”) short term and long term disability claims.

II. GENERAL OVERVIEW:

As of December 31, 2022:

- Number of employees eligible for short-term (staff, faculty, administrators): 696 employees
- Current number of employees on short-term (staff, faculty, administrators): 4 SEIU, 2 admin.
- Number of employees on short-term 1/1/22 – 12/31/22: 51 total claims (total \$395,249.15)
- Number of employees on long-term 1/1/22 – 12/31/22: 22 total claims (total \$1,589,805.60)

Regarding payment structure - the CCAC plan for payment is as follows:

SHORT-TERM DISABILITY:

- SEIU (staff) and Admin Asst.’s (excluded personnel)
Employee covers first 8 days (6 work days) with PTO, bonus, sick or personal time.
9th through 31st day – 67%
2nd month – 100%
3rd month – 100%
- AFT (faculty)
Collegial coverage for first 8 days.
9th through 31st day – 67%
2nd month – 100%
3rd month – 100%
- Administrators
Employee covers first 8 days (6 work days) with sick, vacation or personal time.
9th through 90th day – 100%

The verbiage for payment structure can be found in the following:

Our SEIU contract states:

ARTICLE XIV

14.5 Disability Insurance

A. Short Term Disability

Short term disability, after the first (8) eight consecutive calendar days; for which the employee shall use PTO, personal time, or sick leave (5 Unscheduled Paid Time Off days must be used first), will at all times be the equivalent of that provided to the AFT under the AFT agreement in force at the time of onset of the leave. Short term disability requires a physician’s excuse approved by the College’s third party administrator. The employee is guaranteed medical coverage during short term disability per Section 14.1 of this Agreement.

Eligible employees are entitled to 12 weeks of short-term disability per 12-month period which will coincide with FMLA.

B. Long Term Disability

The College shall continue to provide and wholly contribute to long-term disability insurance coverage for full-time and regular part-time employees with more than one (1) years' service. Disability insurance benefits are effective on the ninety-first day of certified disability. Disability payment is sixty percent (60%) of the employee's base monthly salary up to a maximum of \$10,000 monthly benefit.

Employees may use either accumulated sick days or receive disability insurance benefits, but may not collect both for the same time period.

Employees who anticipate that the disability will extend beyond ninety (90) days should contact the Office of Human Resources to obtain necessary disability insurance application forms.

Our AFT contract states:

ARTICLE XXVI: COMPENSATION AND FRINGE BENEFITS

B.4. SALARY PROTECTION DUE TO SICKNESS AND ACCIDENT (SHORT-TERM DISABILITY)

- a) Employees who are absent due to non-occupational sickness or accident shall be entitled to short-term disability coverage paid by the College for a maximum of ninety (90) calendar days counted during their regular work schedule from the initial date of illness. Employees shall receive full base pay for the first eight (8) calendar days of absence (during collegial cooperation); two-thirds (2/3) of base pay from the ninth (9th) through the thirty-first (31st) calendar day of absence; and full base pay for the second and third months of absence. (For ten-(10) month teaching Employees, ninety (90) calendar days shall not include semester breaks.) Employees shall notify the College's Human Resources Office in the event of the need for an absence exceeding eight (8) calendar days, and shall prepare and submit the required application for short-term disability benefits, which will be subject to review and approval by the College's Human Resources Office or designated STD plan administrator based upon submission of the documentation described in subsection (c) below.
- b) Short-term disability payments shall be calculated upon base salary on an annualized twelve (12) month basis: current annual salary ÷ three hundred sixty (360) days = full daily rate of pay; and two-thirds (2/3) x full daily rate for the ninth (9th) through the thirty-first (31st) calendar days.
- c) Employees absent for more than eight (8) calendar days shall provide a certified physician's or other health practitioner's statement of disability and anticipated length of absence. This certification shall be provided to the Human Resources Office or the College's designated STD plan administrator.
- d) At such time when short-term disability coverage ceases or no sooner than the ninety-first (91st) day of disability, Employees with one (1) or more years of service are eligible for long-term disability insurance coverage provided by the College as described in Paragraph 5 below. At no time shall short-term and long-term disability payments overlap. Employees

who anticipate that disability will extend to long-term status should contact the Office of Human Resources to obtain the necessary insurance application form.

When an Employee qualifies and is approved for long-term disability insurance, the College will reimburse the Employee for the one-third (1/3) deduction applied for the ninth (9th) through the thirty-first (31st) calendar day of disability

B. 5. DISABILITY INSURANCE (LONG TERM DISABILITY)

- a) The College shall provide and wholly contribute to the long-term disability insurance plan in effect prior to the signing of this agreement. The maximum monthly payment shall be sixty (60%) percent of the Regular part-time Employee's regular monthly base salary.
- b) The College will provide and wholly contribute to the Medical Insurance in effect for the Employee for the duration of the disability not to exceed one (1) year.

In addition: ARTICLE XIX – GENERAL PROVISIONS

H. REGULAR PART-TIME EMPLOYEES

9. SALARY PROTECTION DUE TO SICKNESS & ACCIDENT (SHORT-TERM DISABILITY)

- a) A regular part-time teaching Employee shall be entitled to collegial coverage as and to the same extent provided to full-time teaching Employees.
- b) A regular part-time Employee who is absent due to non-occupational sickness or accident shall be entitled to short-term disability coverage by the College following the eighth (8th) calendar day of absence up to ninety (90) calendar days counted during their regular work schedule from the initial date of illness. A regular part-time Employee approved for short term disability benefits shall be eligible to receive two-thirds (2/3) of her or his regular base salary or regular base hourly wages (based upon the employee's budgeted hours per week) from the ninth (9th) through the thirty-first (31st) calendar day of absence; and her or his full regular base salary or regular base weekly wages during the second and third months of absence. For ten (10) month Employees, ninety (90) calendar days shall not include scheduled time off during the yearly schedule. Regular part-time Employees or their designee shall notify the College's Human Resources Office in the event of the need for an absence exceeding eight (8) calendar days, and shall prepare and submit the required application for short-term disability benefits, which will be subject to review and approval by the College's Human Resources Office or designated STD plan administrator based upon submission of the documentation described in subsection (c) below.
- c) Employees absent for more than eight (8) calendar days shall provide a certified physician's or other health practitioner's statement of disability and anticipated length of absence. This certification shall be provided to the Human Resources Office or the College's designated STD plan administrator.
- d) At such time when short-term disability coverage ceases or no sooner than the ninety-first (91st) day of disability, Employees with one (1) or more years of service are eligible for long-term disability insurance coverage provided by the College as described in Paragraph

10 below. At no time shall short-term and long-term disability payments overlap. Employees who anticipate that disability will extend to long-term status must contact the Human Resources Office to obtain the necessary LTD insurance claim application form.

- e) When an Employee qualifies and is approved for long-term disability insurance, the College will reimburse the Employee for the one-third (1/3) deduction applied for the ninth (9th) through the thirty-first (31st) calendar day of disability.

10. DISABILITY INSURANCE (LONG-TERM DISABILITY)

- a) The College shall provide and wholly contribute to the long-term disability insurance plan in effect prior to the signing of this agreement. The maximum monthly payment shall be sixty (60%) percent of the Regular part-time Employee's regular monthly base salary or hourly wages (based upon budgeted hours per week) pro-rated on a ten (10) or twelve (12) month schedule.
- b) The College will provide and wholly contribute to the Hospitalization Plans in effect for the Employee for the duration of the disability not to exceed one (1) year.

The Employee Manual states:

5.10.18 Short Term Disabilities

- a. Any administrative employee requesting short term disability shall report a claim to Guardian Life Insurance Company of America (Guardian) and provide the designated signed, pre-authorization card to a licensed physician who can describe the disability and how its impact upon the employee's ability to work in appropriate detail and setting forth the expected length of absence. Failure to provide this information promptly or to cooperate in providing information shall be grounds to deny the request for short term disability.
- b. Guardian shall review all such requests for short term disability to determine whether to accept or deny the short term disability or seek additional information for the request.
- c. If the employee is not working while awaiting a final determination regarding a grant or denial of short term disability, the employee may at his/her option, take unpaid leave or apply any unused vacation and/or sick days. If the employee fails to notify Human Resources and their campus business office whether the waiting period is to be unpaid, the College will apply any unused vacation and/or sick days to the absence before treating it as unpaid leave.
- d. In the event that short term disability is granted, salary continuation shall be retroactive to the later of the date Guardian received the claim for leave or received satisfactory medical information. In the event that short term disability is granted and it is later determined that the employee was not entitled to short term disability, the employee shall be responsible for repaying the salary and benefits paid during the time short term disability was paid. There is no vacation accrual while on STD or LTD.
- e. An Administrator's employment with the College is discontinued when absence due to a disability continues for more than one year.

- f. The President can alter, amend, or eliminate this short term disability at any time, with or without notice.

III. DEFINITIONS/CLARIFICATIONS

- A. “Contract” or “Agreement” as used throughout this document shall refer to any contract that is awarded by the college to an interpreting company as a result of their response to this RFP.
- B. The “Contractor” may also be referred to throughout this document as “Interpreting Contractor”.

SECTION TWO - INSTRUCTIONS/CONDITIONS FOR PROPOSAL SUBMISSIONS

I. REQUIRED SUBMITTALS

The college requires that responses to this solicitation contain the following information:

- A. **SUBMITTAL FORM –1:** Vendor must complete, sign, and submit this page with their proposal response.
- B. **PRICING SUMMARY PAGE(S):** Submit the pricing page(s) contained herein.
- C. **REFERENCES:** Submit at least three customer references (preferably of like size and operational structure as to that of the college) including the organization’s name, contact person, phone number, specific years of service and description of service.
- D. **REQUIRED DOCUMENTATION:** Submit all documentation and support materials as described throughout this RFP.
- E. **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. Contractor 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 20% (13% MBE/7% WBE). 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 / CONDITIONS

- A. 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 are permitted).
- B. **PROPOSAL DEADLINE: Proposals are due by 2:00 P.M. on Friday, April 28, 2023.** (Proposals received late will not be considered by the college.)
- C. One original and two (2) copies 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**

- D. Proposals shall clearly indicate company name, full address, contact person, phone number, fax number and e-mail address.
- E. Proposals must contain the original signature of a duly authorized officer or agent of the company submitting the proposal.
- F. Any/all information/language that is proposed to be incorporated into any final agreement shall be submitted with the vendor's response.
- G. All costs incurred in preparing a response shall be at the vendor's expense.
- H. Any proposal submitted must be held open for at least 90 days after the opening date.

III. QUESTIONS

- A. All questions regarding the RFP are to be directed to Michael Cvetic, Director of Purchasing. It is preferred that questions be presented in written form and submitted electronically to Mr. Cvetic's email address of mcvetic@ccac.edu.
- B. **All questions must be submitted no later than 12:00 Noon on Wednesday, April 26, 2023 to mcvetic@ccac.edu.**

IV. VENDOR QUALIFICATIONS:

In order to qualify to submit a proposal response to this RFP, a Vendor shall certify that they meet the following minimum requirements:

- A. Vendor must have been in business for a minimum of five years and be experienced and competent to perform all work identified within this RFP.
- B. Vendor must be financially solvent (audited financial documentation may be requested by the college and must be provided within 48 hours upon request).
- C. The Vendor must hold all applicable licenses, certifications, and registrations as required and must provide copies to the college with their proposal response, or otherwise prior to award of the contract. The Vendor shall also meet all federal, state and local requirements as may be required with regard to the nature of its business.

V. VENDOR REPRESENTATIONS / WARRANTY

- A. 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, experience and character necessary to qualify them individually for the particular duties they perform.
- B. The college shall reserve the right to inspect and/or evaluate any potential awardees' facility, physical equipment, staffing levels and staff qualifications, and/or any other matters that may bear upon the ability to successfully perform the scope of work.

- C. The college shall conduct interviews of vendors as needed to evaluate qualifications. Should the college reasonably find that any vendor does not have the capacity to perform the work; the college may reject the vendor's proposal.

SECTION THREE - TERMS AND CONDITIONS OF THE AWARDED CONTRACT

The following terms and conditions shall apply to any resulting award or consideration of an award.

I. GENERAL CONDITIONS OF AN AWARD:

- A. Any terms and conditions of a responding vendor's that are in conflict with the college's terms and conditions, inclusive of any specific contractual requirements, must be readily identified within the vendor's RFP response.
- B. The college 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.
- C. Any final contract shall incorporate this RFP document, any addenda issued, and the proposal as submitted by the successful vendor and accepted by the college.
- D. 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/or willing to agree to the vendor's terms.
- E. The college further reserves the right after the execution of contract documents to evaluate the contractor's performance, physical equipment, staff and all other matters that in the college's opinion, have a bearing upon the contractor's ability to continually perform the terms of the contract. Should the college reasonably find that the contractor is not performing to the college's satisfaction, the college may exercise its right to terminate the contract at any time with written notice to the vendor.

II. 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. The college will not be bound by oral explanations or instructions given by any CCAC employee or agent at any time during the competitive proposal process or after award.
- C. Modifications to the specifications of this RFP shall only be valid if issued in writing by the college, by way of an addendum.
- D. CCAC reserves the right to award any resulting contract in any manner that is determined to be in its best interest. Factors other than prices proposed may be considered by the college when awarding the agreement (e.g.: experience, MWDBE participation, number of available administrators, etc.).

III. BOND AND INSURANCE REQUIREMENTS

- A. **PERFORMANCE BOND:** A performance bond in the amount of \$25,000.00 must be submitted upon contract award and shall remain in place throughout the term of the agreement, including any option years that the college may exercise.

The college will accept only bonds written by Surety Companies authorized to do business in the Commonwealth of Pennsylvania and the County of Allegheny and included on the United States Treasury Department Annual List of Surety Companies published July first of each year. Limits for those companies appearing on the United States Treasury Department list cannot be exceeded.

- 1) **Irrevocable Letter of Credit:** A contractor 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, 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 that has an office located in Allegheny County, Pennsylvania and which has total assets of at least \$5 billion.
 - c. The Irrevocable Letter of Credit shall not expire for a period of at least ninety (90) days beyond the expiration date of the contract.
- 2) **Certified or Cashier’s Check:** In lieu of a performance bond or irrevocable letter of credit, the college would accept a certified or cashier’s check in the amount of \$25,000, which would be held for the duration of the agreement and returned upon completion.

- B. **INSURANCE REQUIREMENTS:** The contractor must meet all Insurance and Indemnification Requirements of the college as delineated in **Form B** (attached). An applicable Certificate of Insurance must be provided to the College by the awarded contractor prior to the start of any work and the required coverages must be maintained throughout the duration of the contract, inclusive of any applicable option year term.

IV. TERM OF CONTRACT:

- A. The college intends to award a contract for the initial term of July 1, 2023 through June 30, 2024, with the right to exercise options for four (4) additional one-year terms through June 30, 2025, June 30, 2026, June 30, 2027, and June 30, 2028.

- B. The contractor shall be advised in writing 60 days prior to the end of the expiring contract period as to whether the college will exercise an option.

V. **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 files for bankruptcy or otherwise becomes financially insolvent, or breaches any material provision of the agreement (all in the college's sole opinion). The college shall provide the contractor with a written notice of any conditions which violate or endanger the performance of the contract, and, if after such notice, the contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the college, the college may exercise its option in writing to terminate the contract without further notice to the Contractor.
- B. The above stated thirty (30) day time to cure shall not be required of the college when the violation or breach involves, in the college's opinion, public safety risks, or immediate or imminent danger or damage to the college's facilities or equipment.
- C. Upon receipt of a termination notice pursuant to the foregoing paragraphs, contractor shall promptly discontinue all services affected and vacate the premises, unless otherwise directed by the notice of termination. college shall have the right before or after termination to (a) take over the work and prosecute the same to completion by agreement with another party; (b) recover by law from contractor any and all damages sustained by reason of non-compliance with or breach of the contract; (c) withhold any and all payments to Contractor that may be outstanding and apply the same to offset any damages; and/or (d) invoke the contractor's performance bond.
- D. Upon termination, the contractor acknowledges and agrees that it shall not be entitled to, nor shall it make a claim for, lost profits or loss of anticipated earnings because of termination. College shall have the right at their notion to terminate 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.
- E. Good Faith Efforts: It is the college's intent to procure and maintain a stable business relationship with its Security contractor. The parties thereby agree to attempt, in good faith, to resolve all disputes between them in an amicable and efficient manner.

VII. **MISCELLANEOUS PROVISIONS OF THE CONTRACT**

- A. **INDEPENDENT CONTRACTOR STATUS:** It shall be expressly agreed that contractor's status hereunder an award is that of independent contractor. Neither contractor, nor any person hired by contractor, shall be considered employees of the college for any purpose.
- B. **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.

C. **GOVERNING LAWS:** Any resulting agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

D. **CONTRACTOR INTEGRITY PROVISIONS:** The awarded contractor must agree and abide by the following integrity, confidentiality and non-disclosure provisions:

- 1) **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.
- 2) **CONFIDENTIALITY:** The contractor, and its employees, shall not disclose to others any confidential information gained by virtue of the resulting contract.
- 3) **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.

E. **VERBAL AUTHORIZATIONS:**

- 1) No verbal agreement or understanding with any officer, agent or employee of the college, either before or after the execution of the contract, shall alter, amend, modify, or rescind any of the terms or provisions contained in this RFP or any of the contract documents.
- 2) However, the above provision shall not limit or affect the right of the college to make changes or variations in the scope or general requirements of the contract. Any such changes must be authorized in writing by the college.

F. **COMMONWEALTH PROVISIONS**

The contractor further agrees that every provision required by the laws, ordinances or regulations of the Commonwealth of Pennsylvania or political subdivisions relating to agreements entered into by a public body in the Commonwealth of Pennsylvania or political subdivisions thereof, are to be inserted and made part of this RFP and any resulting agreement and shall be deemed to have been inserted with force and affect as if all such provisions and clauses were fully and specifically set forth herein. This RFP and any resulting agreement shall be read, construed and endorsed as though the same were fully set forth herein.

REQUEST FOR PROPOSAL

Administration of Short and Long Term Disability (TPA)

PRICING SHEET

	Cost Per Claim (STD)	Cost per Claim (LTD)
Base Year July 1, 2023 through June 30, 2024	\$ _____	\$ _____
Option Year One July 1, 2024 through June 30, 2025	\$ _____	\$ _____
Option Year Two July 1, 2025 through June 30, 2026	\$ _____	\$ _____
Option Year Three July 1, 2026 through June 30, 2027	\$ _____	\$ _____
Option Year Four July 1, 2027 through June 30, 2028	\$ _____	\$ _____

Submitting Company's Name: _____

Contact Person: _____

Provide any additional information you deem necessary in order for the college to evaluate your proposal effectively.

REQUEST FOR PROPOSAL – INTERPRETING SERVICES

SUBMITTAL FORM -1

By submitting a proposal the vendor acknowledges that the 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	_____

REQUEST FOR PROPOSAL

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 coverages required under this Contract are:

- 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
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

SECRETARY _____ (SEAL)
PRESIDENT

Signed, Sealed and delivered in presence of _____ (SEAL)
SURETY COMPANY

MASTER SERVICES AGREEMENT **(AWARDEE ONLY)**

RFP 3139 – Administration of Short Term Disability (TPA)

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into as of this ___ day of _____, 2023, 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 Phoenix Roofing Inc. (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

RFP 3139	Administration of Short and Long Term Disability (TPA)
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which College seeks to procure certain work and services, as more fully described on the Order; and

WHEREAS, Contractor has submitted a proposal to the College to provide the services described in the Order, a copy of which is attached hereto as Exhibit A (hereinafter the "Proposal") and incorporated by reference;

WHEREAS, the College desires to engage Contractor to provide the services, pursuant to and in accordance with the terms and conditions that this Agreement set forth herein.

NOW, THEREFORE, in consideration of the premises and covenants that this Agreement contains, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement shall be as specified in the Order unless otherwise stated in the section below. If no date is specified, this Agreement shall begin with the date first stated above and terminate upon satisfactory completion of the services described herein.

7-1-23 through 6-30-24 (option years through 6-30-25, 6-30-26, 6-30-27, or 6-30-28)

2. **Services.** Contractor shall fully and faithfully perform the work and services described in the Order and the Proposal and any specifications, scope of work or other documentation attached thereto. Contractor warrants that all work and services performed by or on behalf of it under this Agreement will conform to all terms and specifications set forth in the Order and in the Proposal.

3. **Price/Fees:** The College shall pay Contractor for the services and work performed by Contractor in accordance with the fees and/or prices set forth in the Proposal.

4. Terms and Conditions: This Agreement, and the services to be performed by Contractor hereunder, will be subject to and governed by College's Standard Terms and Conditions for the Purchase of Goods and Services ("Master Terms"), which are incorporated herein by reference. The Master Terms can be viewed and downloaded at <https://online.flippingbook.com/view/182546862/>. By signing below, Contractor acknowledges its receipt and acceptance of the Master Terms.

5. Insurance Requirements: In addition to the Master Terms, Contractor shall comply with the insurance and indemnification requirements set forth on Exhibit B, which are incorporated herein by reference. Prior to commencing performance of the Services, Contractor shall furnish to the College a properly executed certificate(s) of insurance which evidence all insurance required by Exhibit B. Said certificate(s) of insurance shall be attached herein as Exhibit C.

6. Assignment. Contractor may not assign or subcontract this Agreement or its performance thereof, in whole or in part, without the College's prior written consent.

7. Entire Agreement; Modification. This Agreement, together with the Exhibits and other documents referenced and incorporated herein, sets forth the entire agreement of the parties on the subject matter hereof and supersedes all previous or concurrent agreements between them, whether oral or written. Any proposal, quotation, acknowledgment, confirmation or other writing submitted by Contractor to the College shall not be deemed to amend or modify this Agreement, and will be of no legal effect except to the extent that it serves to identify the work and services to be performed by the Contractor. This Agreement, and the terms set forth in the Master Terms, will control over any conflicting terms or provisions contained in any proposal, invoice or other documentation submitted by Contractor to College. The terms of this Agreement may not be modified or changed except by a writing that both parties sign. This Agreement shall inure to the benefit of the College and Contractor and the College's successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**COMMUNITY COLLEGE
OF ALLEGHENY COUNTY**

By: _____

By:

Signature: _____

Signature: _____

Title: _____

Title: Vice President for Finance

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