

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

BID PROPOSAL NO. 1120
PRINTING OF CCAC COMMUNITY EDUCATION SCHEDULES

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 CCAC Purchasing Department, 800 Allegheny Avenue, Pittsburgh, Pennsylvania 15233 on or before 2:00 p.m. on Tuesday, September 26, 2023.

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

BID SCOPE

Provide all labor, material, and equipment required to print the CCAC Community Education schedules in accordance with the requirements and specifications contained herein.

BID REQUIREMENTS (where checked)

Master Service 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

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FOR

BID PROPOSAL NO. 1120

DESCRIPTION: PRINTING OF CCAC COMMUNITY EDUCATION SCHEDULES

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The CCAC Purchasing Department is now publishing all bids via the CCAC website at <https://ccac.edu/about/procurement.php>. It will be each vendor's responsibility to monitor the bid activity within the given website ("Bid and RFP Opportunities") and ensure compliance with all applicable bid documents inclusive of any issued addenda. Failure to incorporate any applicable addenda in the final submittal may result in the rejection of your bid by 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. Completely executed bid documents 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 with the College to perform work or complete work or, in the College's sole judgment, to satisfactorily deliver or provide the quality of materials, fulfill a guarantee(s) or complete work in accordance with the schedule for such prior contract."
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 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.

BID PROPOSAL NO. 1120
PRINTING OF CCAC COMMUNITY EDUCATION SCHEDULES

Term

CCAC is seeking pricing for the printing and delivery of Community Education schedules for three consecutive semesters in the following months: November 2023 (for Spring 2024), March 2024 (for Summer 2024), and June 2024 (for Fall 2024).

Award

Multiple vendors may be awarded, depending on low prices submitted for the bid sheet/pricing matrices (Return Form 2.0). All prices bid must be held firm through the final printing in June 2024. Actual purchase orders (POs) will not be issued until exact quantities/page counts have been determined by CCAC. A PO will be issued to the low bidder of the corresponding segment on the pricing matrix prior to each printing.

Price Revision

Bidders are required to quote fixed pricing through the final printing identified herein. There will be no allowances permitted for market variations in stock or any other pricing fluctuations.

Printing with Mailing Services

Bidders are to provide direct mailing of the schedules. Postage is not to be included in pricing. Note: Postage must be paid by the contractor with separate invoicing to the college, payable at or about the time of mailing.

No markup on postage will be permitted. Only current USPS rates at the time of the mailing will be acceptable. Vendor is to provide a detailed postage summary in order to be reimbursed.

CCAC will supply a Do Not Mail list. Vendor will be required to remove recipients on the Do Not Mail list from the mailing.

Cancellation Clause

CCAC may cancel any resulting agreement(s) at any time for any reason.

Non-Exclusivity

CCAC may choose to have similar services performed by others at its own discretion.

No Guarantee of Volume

With the award of any resulting agreement, CCAC does not guarantee any particular dollar volume of business in any or all items bid.

PO Terms and Conditions: <https://online.flippingbook.com/view/182546862/>

PRINTING SPECIFICATION & REQUIREMENTS

A. PAGES: Spring 2024
32 pages self-cover
Quantity 250,000

Summer 2024
16 pages self-cover
Quantity 100,000

Fall 2024
32 pages self-cover
Quantity 250,000

PAPER:

Stock 6# newsprint
Folded size 7.5 x 10.75
Ink full color with bleed

B. PHOTOS

Color photo on front and back cover; multiple black and white photos throughout.

C. PACKAGING

Flat convenient packaged delivery.

D. PROOFS

A proof is required prior to the printing, with either an electronic or hard copy proof to Jason Price.

E. APPROX. QUANTITY

250,000 Per Printing - Spring/Fall 2024
100,000 Per printing – Summer 2024

F. FILE DELIVERY

Files will be uploaded to vendor's ftp site

BID PROPOSAL NO. 1120
PRINTING OF CCAC COMMUNITY EDUCATION SCHEDULES

SAMPLES AND DELIVERY

15 samples to Jason Price, CCAC Marketing first for approval. After approval, the balance is to be delivered to the specified locations:

249,485 - USPS Spring/Fall 2024

99,485 – USPS Summer 2024

Total for campus deliveries - 500:

50 CCAC Allegheny Campus
ATTN: Community Education
808 Ridge Avenue
Pittsburgh, PA 15212

50 CCAC Boyce Campus
ATTN: Community Education
595 Beatty Rd.
Monroeville, PA 15146

50 CCAC North Campus
ATTN: Community Education
8701 Perry Hwy.
Pittsburgh, PA 15237

50 CCAC South Campus
ATTN: Community Education
1750 Clairton Rd.
West Mifflin, PA 15122

50 CCAC Office of College Services
ATTN: Community Education
800 Allegheny Ave.
Pittsburgh, PA 15233

250 CCAC West Hills Center
ATTN: Community Education
1000 McKee Rd.
Oakdale, PA 15071

CONTACT

Jason Price
PR & Marketing Department
Community College of Allegheny County
808 Ridge Avenue | 312 Byers Hall
Pittsburgh, PA 15212
Phone: 412.237.3145
Email: jprice@ccac.edu

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

RETURN BID PROPOSAL FORM

FOR

BID PROPOSAL NO. 1120

DESCRIPTION: PRINTING CCAC COMMUNITY EDUCATION SCHEDULES

Complete this form and submit both copies with your bid.

- **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 1.0

BID 1120
PRINTING CCAC COMMUNITY SCHEDULES

Provide all labor, material, and equipment required to print and deliver the CCAC Community Schedules in accordance with the requirements and specifications contained herein for the amount of:

PRICE MATRIX

APPROX. QUANTITY: 100,000 per printing

APPROX. QUANTITY: 250,000 per printing

16	\$ _____	\$ _____
20	\$ _____	\$ _____
24	\$ _____	\$ _____
28	\$ _____	\$ _____
32	\$ _____	\$ _____

Bidders are to provide direct mailing of the schedules. Postage is not to be included in pricing. Note: Postage must be paid by the contractor with separate invoicing to the college, payable at or about the time of mailing.

Delivery to Post Office must be completed within 20 days of proof approval.

BIDDER'S NAME (please print) _____

RETURN FORM 2.0

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

NON-COLLUSION AFFIDAVIT

Contract/Bid No. 1120

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: _____

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.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2022 by and between **Community College of Allegheny County**, with a business office located at 800 Allegheny Avenue, Pittsburgh, PA 15233 (hereinafter referred to as the "College"), and the company or business listed on the signature page hereto (hereinafter referred to as "Contractor").

RECITALS

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

Bid Proposal No. 1120	
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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.

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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.

VENDOR:

**COMMUNITY COLLEGE
OF ALLEGHENY COUNTY:**

By: _____

By: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

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.**

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.