## INVITATION TO BID from

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

#### **BID PROPOSAL NO. 1140 – SHUTTLE BUS SERVICE – NORTH CAMPUS**

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

Proposals must be received by the Purchasing Department, 800 Allegheny Avenue, Pittsburgh, Pennsylvania 15233

## on or before 2:00 p.m., on Tuesday, May 13, 2025

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

## **BID SCOPE**

Provide shuttle bus service to and from North Campus and surrounding areas in accordance with specifications and requirements contained herein from August 2025 through mid-May 2026 with option years through mid-May, 2027 and 2028 which may be extended at the sole discretion of CCAC.

For questions, contact Michael Cvetic at mcvetic@ccac.edu.

## **BID REQUIREMENTS (where checked)**

 Bid Bond......Not Required

 Performance Bond.....Not Required

 Payment Bond .....Not Required

 X
 Master Services Agreement (Awardee Only)

 No Lien Agreement... Not Required

 X
 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 fullment 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.

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## **INDEX TO SPECIFICATIONS**

## FOR

## **BID PROPOSAL NO. 1140**

## SHUTTLE BUS SERVICE - NORTH CAMPUS

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The CCAC Purchasing Department is now publishing all bids via the CCAC website at <a href="https://ccac.edu/about/procurement.php">https://ccac.edu/about/procurement.php</a>. 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.

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.

## **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.

<u>If trading as a Partnership</u>: 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.

Rev: 6/14/13 - lm

## **RETURN BID PROPOSAL FORM**

## BID PROPOSAL NO. 1140 SHUTTLE BUS SERVICE – NORTH CAMPUS

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.
- It is understood by both the College and the bidder that all trade names, catalog numbers and/or samples offered meet specifications unless the bidder states that they are not equal to items specified.
- The College may reject bids quoting unspecified discounts and/or allowances.

## Submitted by:

Name of Company Bidding	(Please print.)
Signature (Handwritten signature m	Title ust appear here in ink.)
Address	
Telephone Number (Include	Area Code.)     Fax Number (Include Area Code.)
	MBE (Minority Business Enterprise) DBE (Disadvantaged Business Enterprise) WBE (Woman-Owned Business Enterprise) None of the Above
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	<b>RETURN FORM 1.0</b>

## **BID PROPOSAL NO. 1140**

## SHUTTLE BUS SERVICE – NORTH CAMPUS

## **SHUTTLE BUS SERVICE – NORTH CAMPUS**

## **GENERAL SPECIFICATIONS**

An insurance certificate as described on "Appendix A" (attached) must be submitted by the awarded vendor prior to any service being performed.

**Term:** From mid-August 2025 through mid-May, 2026 with option years through mid-May 2027 and 2028 which may be extended at the sole discretion of CCAC.

Costs are to include all equipment, licenses, fuel, drivers, insurance, and all other requirements to perform shuttle services. Rates bid shall remain firm throughout the term of the agreement. No fuel surcharges, escalations, etc. will be permitted.

Any and all vehicles provided must be able to shuttle a total of approximately 70-75 passengers at one time. Vendors shall have the ability to decrease to a smaller shuttle if warranted.

Drivers are to be professionally attired and neat looking. CCAC shall have the right to require a change in drivers if those provided are determined by CCAC to be unacceptable for any reason.

Vendor to keep records of the number of students transported on a daily basis.

Invoices are to be submitted monthly.

CCAC shall have the right to cancel the resulting agreement at any time upon written notice to the vendor.

Services will not be needed on holidays, days when school is not in session, or as otherwise identified by CCAC.

CCAC shall also have the right to increase or decrease service as needed throughout the term of the resulting agreement at the rates bid.

CCAC shall also have the right to add additional routes at the hourly rates bid as needed.

All quantities shown are approximations for bidding purposes. CCAC shall have the right to increase or decrease quantities as-needed throughout the term of the resulting agreement.

Vendors intending to subcontract services must indicate so within the bid proposal and include name(s) of subcontracted firms. CCAC will review the arrangement for acceptance. If accepted, subcontractor(s) must also provide a certificate of insurance as described within the bid package.

## **SPECIFICATIONS**

Provide Shuttle Bus Service for a total of approximately 50 students (1 bus) or 70 students (2 buses) on a daily basis.

Bus Liaison – Sue Heilman	412.369.4134
	412.877.5151 (cell)
Vocational Education Secretary – Angela Angiolieri	412.369.4147
Bus Route:	

The morning routing procedure will be as follows:

- 7:45 am Leave Downtown (Monday through Thursday)
- 8:10 am Ross Kane (Tuesday, Wednesday, Thursday)
- 8:20 am CCAC North Campus (Monday through Thursday)
- 8:30 am Allegheny County Police & Fire Academy (Monday through Thursday)
- 8:45 am Sewickley Creek Greenhouse (Monday through Thursday)
- 8:15 am Leave Downtown (Friday only)
- 8:45 am CCAC North Campus (Friday only)

## The afternoon routing procedure will be as follows:

- 2:15 pm Sewickley Creek Greenhouse (Monday through Thursday)
- 2:30 pm Allegheny County Police & Fire Academy (Monday through Thursday)
- 2:45 pm CCAC North Campus (Monday through Thursday)
- 3:00 pm Ross Kane (Tuesday, Wednesday, Thursday)
- 3:30 pm Arrive Downtown (Monday through Thursday)
- 12 Noon CCAC North Campus (Friday only)

#### OFF-SITE LOCATIONS MONDAY THRU THURSDAY

#### FOOD SERVICE

Police and Fire Academy [North Park] 700 West Ridge Ave Allison Park, PA 15101 Judi Nicholas, Coordinator/Instructor 724.935.3870

#### INDOOR/OUTDOOR BUILDING MAINTENANCE

Sewickley Creek Greenhouse 2639 Big Sewickley Creek Road Sewickley, PA 15143 Mark Mallozzi, Coordinator/Instructor 724.934.5861

#### **NORTH CAMPUS - CCAC**

#### **ENVIRONMENTAL SERVICES / JANITORIAL**

CCAC – North Campus 8701 Perry Highway Pittsburgh, PA 15237 Linda Tessmer, Coordinator/Instructor 412.369.4135

#### NURSING ASSISTANT/HEALTH CARE TECHNOLOGY

CCAC – North Campus 8701 Perry Highway Pittsburgh, PA 15237 Lori A. Hills, Coordinator/Instructor 412.369.4136

Approximate travel distances are: Downtown to Ross Kane Regional: 9 miles Ross Kane Regional to North Campus: 2.5 miles North Campus to Police & Fire Academy: 3 miles Police & Fire Academy to Sewickley Creek Greenhouse: 10.2 miles

Services to occur approximately 150 days per year (subject to change).

The college will be closed on the following holidays: Martin Luther King Day, Good Friday, Memorial Day, Juneteenth, 4<sup>th</sup> of July, Labor Day, Thanksgiving, day after Thanksgiving, Christmas Eve through January 1. Other days may be added.

## **BID PROPOSAL NO. 1140 SHUTTLE BUS SERVICE – NORTH CAMPUS**

## COST TO PERFORM THE SHUTTLE SERVICE

	<u>COST</u> PER DAY	<u>TOTAL</u>
<ol> <li>Mid-August 2025 through Mid-May, 2026 (150 days – Total) 1 Bus</li> </ol>	\$	\$
2 Buses	\$	\$
OPTION YEAR 1 2. Mid-August 2026 through Mid-May 2027 (150 days – Total) 1 Bus	\$	\$
2 Buses	\$	\$
OPTION YEAR 2 3. Mid-August 2027 through Mid-May 2028 (150 days – Total) 1 Bus	\$	\$
2 Buses	\$	\$

4. After the 10<sup>th</sup> week of each semester, smaller buses may only be required to accommodate 20 students

Advise cost for a smaller bus per day \$\_\_\_\_\_

• The above dates are in conjunction with the CCAC Academic Calendar breakdown of two (2) semesters per year for three (3) years, ending June 2025.

# ALL DRIVERS MUST BE CLEARED ACCORDING TO THE REQUIREMENT OF ACTS 33 AND 34.

#### **NON-COLLUSION AFFIDAVIT**

		Contract/Bid No. 1140
:		
	:s.s.	
:		
	6	
	ot	
		(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(MUST BE SIGNED HERE IN HANDWRITI	Title TNG, IN INK.)	Title	
Sworn to and subscribed before me this	_ day of	, 20	
Notary Public	_ My Commission Expires:		

## **RETURN FORM 3.0**

## **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** Bid 1140 SHUTTLE BUS SERVICES- NORTH CAMPUS

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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. 1140

SHUTTLE BUS SERVICE-NORTH CAMPUS

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. <u>Term.</u> 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.

Awardee Only

2. <u>Services</u>. 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. <u>Price/Fees</u>: 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. <u>Terms and Conditions</u>: 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 <u>https://online.flippingbook.com/view/182546862/</u>. By signing below, Contractor acknowledges its receipt and acceptance of the Master Terms.

5. <u>Insurance Requirements</u>: 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. <u>Assignment</u>. 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:**

## COMMUNITY COLLEGE OF ALLEGHENY COUNTY:

By:	By:
Signature:	Signature:
Title:	Title:
Date:	Date:

# <u>EXHIBITS - The following Exhibits are attached hereto and made a part of this Agreement for all purposes:</u>

- **Exhibit A Contractor's Proposal Response**
- **Exhibit B Insurance Requirements**
- **Exhibit C Contractor's Certificate(s) of Insurance.**

## **INSURANCE REQUIREMENTS - APPENDIX A**

## **Community College of Allegheny County**

## INSURANCE / INDEMNIFICATION REQUIREMENTS OF THE VENDOR

## 1.0 INSURANCE

**1.1** <u>General</u>. Vendor shall procure, before the Contract Services are commenced hereunder, and maintain at its own cost and expense, during the entire period of the performance under this Agreement, the types and amounts of insurance listed in this Section 1 with insurance companies with a Best's Rating of not less than A-, VII.

## 1.2 <u>Worker's Compensation and Employer's Liability</u>.

- a) Workers' Compensation Statutory Limits
- b) Employer's Liability in an amount not less than: \$1,000,000 Each Accident \$1,000,000 Disease - Policy Limit \$1,000,000 Disease - Each Employee

## 1.3 <u>Commercial General Liability/ Umbrella Liability.</u>

In an amount not less than:

\$2,000,000 General Aggregate\$1,000,000 Personal and Advertising Injury\$1,000,000 Each Occurrence\$1,000,000 Product Liability\$10,000,000 Umbrella

## 1.4 <u>Business Automobile Liability</u>.

With a Combined Single Limit not less than:

\$10,000,000 Each Accident

This can be a combination of primary and umbrella.

## **1.5** Additional requirements with respect to 1.3 and 1.4 above:

a) Policies shall provide that Community College of Allegheny County (CCAC), its officers, employees, agent and board members be named as an <u>Additional Insured</u> for Vendor's full limits of coverage on a primary basis, but in no case less than the limits specified.

- b) Policies shall be endorsed with a <u>waiver of subrogation clause</u> to the extent the claim is or should have been covered by insurance.
- c) If Claims Made coverage is provided, the policy retroactive date shall be effective prior to the date of this Agreement and the extended reporting period or policy renewal must provide that the policy will respond to claims made for at least 24 months after completion of the Contract Services.

## 1.6 <u>Certificate of Insurance / Approval.</u>

- a) Prior to the commencement of any work or services under this Contract, Professional 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, Attn: Mike Cvetic, Director of Purchasing, 800 Allegheny Avenue, Pittsburgh, PA 15233 (mcvetic@ccac.edu).
- b) CCAC shall be given a minimum of 30 days' notice in the event of a material change or cancellation of any of the insurance required. The fact that Vendor has obtained the insurance required in this Agreement shall in no manner lessen nor affect Vendor's other obligations set forth in any provision of this document or the Contract.

**1.7** <u>Waiver of Subrogation</u>. Insurance companies providing the required insurance coverages must waive all rights against Community College of Allegheny County, affiliates and subsidiaries, all of their respective officers, directors, employees, and agents for recovery of damages to the extent these damages are covered by the above referenced insurance.

2.0 <u>INDEMNIFICATION.</u> To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless the Community College of Allegheny County, its trustees, officers, employees, agents 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 Professional, 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.

## EXHIBIT 1

## VOCATIONAL EDUCATION TRAINING PROGRAMS FOR PERSONS NEEDING LEARNING SUPPORTS <u>FALL 2025 SEMESTER SCHEDULE</u>

Program Calendar 16-Week Term	Fall 2025
Classes begin (Monday)	August 18
Labor Day Holiday (Monday) College Closed	September 1
Classes resume (Tuesday)	September 2
Thanksgiving Break (Monday thru Sunday)	November 24-30
Classes End (Monday)	December 8

## EXHIBIT 2

## VOCATIONAL EDUCATION TRAINING PROGRAMS FOR PERSONS NEEDING LEARNING SUPPORTS SPRING 2023 SEMESTER SCHEDULE

<b>PROGRAM CALENDAR – 15 WEEKS</b>	SPRING 2026
Classes begin (Monday)	January 12
Spring Break (Monday - Sunday)	March 30-April 5
Classes End (Monday)	May 4