



ADMINISTRATIVE SERVICES
PURCHASING DEPARTMENT

Request for Proposal # 1045

FOR

College Solicitor Replacement

DATE DUE: May 27, 2025 on or before 12:00 P.M. EDT

SUBMIT TO:

Joshua Howell

Director of Purchasing

Westmoreland County Community College

145 Pavilion Lane

Youngwood, PA 15697

howelljo@westmoreland.edu

724-925-4185

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1.1 GENERAL COLLEGE INFORMATION

Since its founding in 1970, Westmoreland County Community College has provided affordable, high-quality, postsecondary education to thousands of southwestern Pennsylvania residents.

Westmoreland is a comprehensive community college serving approximately 5,554 students each fall and spring semester at seven locations and online. The college encompasses the main campus and six education centers in Westmoreland, Fayette, and Indiana counties, strategically located to serve every area of the region.

The main campus is located in rural Youngwood, PA, a short distance from the New Stanton Interchange of the Pennsylvania Turnpike off of US Route 119. The 80-acre campus comprises four buildings: Student Achievement Center, Health and Culinary Center, Science Innovation Center and the Business and Industry Center all of which contain general classrooms, smart classrooms and

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laboratories with modern equipment that provide opportunities for students to gain hands-on experiences in a variety of career fields. Founders Hall also contains the college bookstore, library, student activities center, gymnasium and fitness center, and more. In addition, there are athletic fields for baseball, softball, soccer and other sporting activities.

Westmoreland's state-of-the-art Advanced Technology Center offers education and training for students and incumbent workers in advanced manufacturing. Occupying 73,500-square-feet-of-space at RIDC-Westmoreland in Mount Pleasant, the center features numerous specialized labs to enhance learning including computer-aided drafting and design, computer numerical control, electronics, energy, metallurgy and welding/virtual welding.

Complementing the credit programming are a full array of student services, including financial aid, tutoring, and career placement, and student life activities such as intercollegiate athletics, intramurals and clubs.

The college also offers a variety of continuing education courses in workforce training, professional development, health care, computer training, personal enrichment, and public safety.

Westmoreland works with government, business and community leaders to continually develop and offer innovative and educational programs to improve the lives of the constituents it serves.

A full description of the Westmoreland College experience can be found at www.westmoreland.edu.

1.2 SCOPE OF WORK

The Westmoreland County Community College Solicitor is retiring on June 30, 2025. The College and Board of Trustees are looking for a replacement for a solicitor providing legal services. The position of Solicitor will be by Board appointment and will continue without expiration until either party expresses the notice of termination to the appointment. The multi-disciplined firm or individual will be required to have experience in Pennsylvania law, litigation, tort claim laws, Pennsylvania Department of Education and Community Colleges.

The applicant also must demonstrate a high degree of knowledge, experience and ability with the following:

- Provide guidance to designated College Staff for administrative and academic issues in a reasonable timeframe and collaboratively work together until resolution, decision or action is achieved.
- The operation of higher education and political subdivision in Pennsylvania.
- Assisting with acquiring and administering grants.
- Extensive knowledge of Local Public Contracts Law.
- Provide advice related to real property transactions (purchase, sale, lease, tenant management, property rights, etc.) and compliance with Education Code requirements.
- Experience working with liability insurance and non-profit organizations and risk management.
- Student issues, including discipline, admissions, attendance, special education, student civil rights, Title IX, discrimination due to gender, and religion in public community college.

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- College construction projects and related debt and investments and bond counsel.
- Experience with Employment Law including regulations, Human Resources (appointments, employment contracts and executive search) Pennsylvania employment and personnel issues in a collective bargaining environment (contract negotiation, arbitration and grievance).
- Contracting, bidding and procurement issues.
- Compliance with applicable federal and state educational statutes.
- Knowledgeable in higher education, government ethics, Right-to-Know, and Sunshine laws.
- The applicant must be licensed to practice law in the State of Pennsylvania (minimum) and be a member of the Bar in good standing.
- Attend and provide knowledgeable legal advice at all Board meetings, work sessions, and/or committee meetings as requested.
- Provide advice related to budget, finance, audits, and auditors.
- Foundations and Auxiliary organizations operations.
- Advice on federal and state aid regulations regarding financial aid (Bankruptcy, filings).
- Draft and review resolutions as well as review and provide feedback on administrative and academic policies for the Board's approval, sometimes in conjunction with College Administration and Staff.
- Assist Board, President and staff with interpretations of codes, ordinances, and other applicable laws/regulations.
- Fiscal issues, including school finance, investments, taxation, and collection.
- Represent the College as needed in court proceedings.
- Recommend outside legal counsel to represent the College and Foundation under circumstances where this is warranted.
- This list is not limited to but may require additional legal guidance, support and action.

Please include all relevant experience from the list above and include on the resume/proposal.

Submissions will be reviewed by the Board of Trustees Executive Committee and resume/proposals that are selected will be notified by the Director of Purchasing for a first-round interview.

If a second-round interview is required, you will be notified. All billing and rates should not be submitted until requested.

1.3 CARES ACT GRANT DISCLOSURE

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, U.S. Department of Education grantees shall clearly state: 1) the percentage of the total costs of the program or project which will be financed with Federal money; 2) the dollar amount of Federal funds for the project or program; and 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. Recipients must comply with these conditions under Division B, Title V, Section 505 of Public Law 115-245, Consolidated Appropriations Act, 2019.

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1.4 PROPOSAL DUE DATE

The due date of this RFP is Wednesday, May 27, 2025 on or before 12:00 p.m., EDT. **Responses must be clearly marked with the RFP number and RFP title listed in this document and your company name in the lower left corner of the outer envelope or box. Submissions must also be emailed to howelljo@westmoreland.edu on or before the due date. The time of submission will be based on when the email is received. The paper copy must be mailed and cannot be dropped off on campus.** The purchasing department will distribute the copies to proper personnel.

The college will not consider or examine late responses. Amended responses will not be considered unless they are received in the Purchasing Department on or before the above date and time. The official copy must contain the complete response and related materials. A duly constituted corporate official legally capable of binding the contractor must sign responses.

The college reserves the right to reject any or all proposals or any part thereof.

1.5 CALENDAR

Date	Event
Friday, May 9, 2025	RFP Issued
Tuesday, May 27, 2025 on or before 12:00 P.M. EDT	Resumes must be submitted to the Purchasing Department: howelljo@westmoreland.edu
Early-June 2025	First Round Interviews-Based on qualified candidates determined for advancement by Executive Team Candidates will be notified
Mid-June 2025	Second Round Interviews-Based on recommendations of Executive Team
Wednesday, June 25, 2025	Recommendation to the Board

1.6 ISSUING OFFICE

This request for proposal is issued for the Westmoreland County Community College by the Purchasing Department. The issuing office is the sole point of contact for the college for this RFP. Please refer all inquiries in writing to:

Joshua Howell
Director of Purchasing
Westmoreland County Community College
145 Pavilion Lane
Youngwood, PA 15697
Phone: 724-925-4185
howelljo@westmoreland.edu

1.7 INSTRUCTIONS TO VENDORS

Advice: The department responsible for this RFP is the Purchasing Department located at 145 Pavilion Lane Youngwood, PA 15697. The WCCC point of contact is Joshua Howell, Director of Purchasing: howelljo@westmoreland.edu.

Examination of the Document: Bidders are responsible for examining the solicitation documents and any addenda issued to become informed to all conditions that might in any way affect cost or performance of any work performed. Should the bidder find discrepancies in or omissions from the solicitation documents or should their intent or meaning appear unclear, promptly report such to the College, per below. Failure to do so will be at the sole risk of the bidder.

Submission: The submission of a response shall be *prima facie* evidence that the vendor has full knowledge of the scope, nature, quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed.

All proposals **MUST** include the Certification of Bidder form. The proposal **MUST** be submitted by the date and time of opening and **MUST** include one (1) original, one (1) copy, and one (1) electronic (email) copy of the RFP must be provided. The email copy must be emailed by the deadline to Janet Corrinne-Harvey at corrinnek@westmoreland.edu.

RFP's must be addressed to: Westmoreland County Community College, Attn: Joshua Howell, Director of Purchasing, 145 Pavilion Lane Youngwood, PA 15697. If delivered, the Resumes/Proposal must be submitted in a **Sealed Envelope** with RFP #1045 College Solicitor Replacement and your company name in the lower left corner of the outer envelope. Emailed Resumes/Proposals will be accepted via email on or before the due date/time.

RFP's not submitted in the format as instructed by this RFP may not be accepted. Addendums to your proposal, once filed, may be submitted in a sealed envelope only, and properly identified, prior to the opening hour.

Receipt of RFP / Late RFP: Sealed RFP's shall be received and remain unopened until the time indicated in this RFP. It is the sole responsibility of the vendors to ensure timely delivery of the RFP. WCCC will not be responsible for failure of service on the part of the U.S. Postal Service, courier companies, or any other form of delivery service chosen by the vendor.

RFP's received after the date and time specified shall be considered LATE, and shall not be considered for award, and will be returned to the Bidders, unopened.

Accuracy of Proposals / Withdrawal of Proposals prior to RFP Opening: Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Proposals may be withdrawn in writing or by facsimile (provided that the facsimile is signed and dated by vendor's authorized representative) at any time prior to the opening hour. However, no proposal may be withdrawn for a period of sixty (60) days subsequent to the opening of the RFP without the prior written approval of the Director of Purchasing or Westmoreland County Community College.

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Addenda: The only method by which any requirement of this solicitation may be modified is by written addendum.

If an addendum to the proposal is document required, WCCC will mail the addendum within a reasonable time prior to the due date. WCCC is not responsible if a vendor does not receive the proposal revision in time to include the information with the proposal submission. Proposals may not be considered if they do not include acknowledgement of a formal addendum. Addendums will be mailed to all vendors of record and such addendum shall be acknowledged by signing and including in your proposal submission.

Cancellation of the RFP: If the College determines that it is in the College's best interest, the College reserves the right to do any of the following:

- Cancel the RFP in its entirety
- Modify the RFP, in writing, as needed
- Reject any and / or all proposals received for this RFP

Taxes: WCCC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, WCCC will not be responsible for payment of the taxes. The vendor shall absorb the taxes entirely. Upon request, WCCC's Tax Exemption Certificate will be furnished.

Insurance: The vendor performing services for WCCC shall:

1. Maintain worker's compensation insurance as required by Pennsylvania statutes, for all employees engaged in the work.
2. Maintain commercial liability, bodily injury and property damage insurance against any claim(s), which might occur in carrying out the services, referenced in this RFP. Minimum coverage will be TWO MILLION DOLLARS (\$2,000,000) liability for bodily injury and property damage including product liability and completed operations.
3. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the services described in this RFP. Minimum coverage shall be TWO MILLION DOLLARS (\$2,000,000) per occurrence combined single limit for automobile liability and property damage.

1.8 FORMAT FOR RESPONSE

All Vendors who provide a proposal in response to this RFP are responsible for all costs associated with preparing that proposal, answering all questions, providing the Westmoreland County Community College with requested information, and making a Vendor presentation to the Westmoreland County Community College. The Westmoreland County Community College is under no obligation to incur or reimburse any Vendor for any proposal costs.

A. Title Page

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Show the RFP subject, the name of the vendor's firm, address, telephone number, name of contact person, and date.

B. Resume

a. Clearly identify legal experience, education, diversification of legal matters, years of experience/practice

C. References

D. Certification of Contract/Bidder

E. Non-Collusion Affidavit Instructions

F. Non-Collusion Affidavit

1 GENERAL TERMS AND CONDITIONS

2.1 Terms and Conditions

Applicability: These general terms and conditions will be observed in preparing the proposal to be submitted.

Purchase: After execution of the contract, purchases will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Purchasing.

Right to Cancel: WCCC may cancel contracts resulting from this RFP at any time for a breach of any contractual obligation by providing the contractor with thirty (30) calendar day's written notice of such cancellation. Should WCCC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.

Governing Law and Venue: This contract shall be construed in and governed under and by the laws of the Commonwealth of Pennsylvania. Any actions or remedies pursued by either party shall be pursued in either the Westmoreland County Court of Common Pleas or the Federal District Court for the Western Districts of Pennsylvania.

Dispute Resolution: As a condition precedent to litigation, WCCC and the contractor shall attempt to resolve any controversy or claim arising from any dispute by mediation. The parties will agree on a mediator and shall share in the mediation costs equally.

Costs: All costs directly or indirectly related to preparation of a response or oral presentation, if any, required to supplement and/or clarify a proposal shall be the sole responsibility of and shall be borne by the vendor.

Confidential Proprietary Information/Trade Secrets: Vendor should be aware that the contents of all submitted proposals are subject to public review and disclosure in accordance with the Pennsylvania Right-to-Know Law. All information submitted with your proposal is presumed to be public information and subject to disclosure under the Right-to-Know Law. If the vendor believes that its proposal contains trade secrets or proprietary confidential information, such information must be clearly marked on the top of each page so considered, "Confidential Proprietary Information." WCCC will notify the vendor if a third party right to know request is submitted for any proposal so marked and may request additional information from the vendor to determine if such information meets the definition of confidential proprietary information or Trade Secrets under the Right to Know Law. Also, WCCC may request from the vendor a redacted copy of the proposal deleting

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any information considered by the vendor to be confidential proprietary information in order to satisfy the right to know request. While WCCC will endeavor to maintain all submitted information deemed by the vendor to be confidential proprietary information, WCCC will not be liable for the release of such information.

Negotiation: WCCC reserves the right to negotiate all elements, which comprise the vendor's proposal to ensure the best possible consideration, be afforded to all concerned. WCCC further reserves the right to waive any and all minor irregularities in the proposal, waive any defect, and/or reject any and all proposals, and to seek new proposals when such an action would be deemed in the best interest of WCCC.

Award: The successful vendor(s), as determined by WCCC, shall be required to execute a contract for the furnishing of all services and other deliverables required for successful completion of the proposed project subject to review and approval of the College Solicitor. The vendor may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from WCCC.

Retention of Documentation: All proposal materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of WCCC.

Opening of Proposals: Proposals will be opened in a manner that avoids disclosure of the contents to competing vendors. Contents for proposals will remain confidential during the negotiations period. Only the proposal number and the identity of the vendor submitting the proposal response will be made available to the public.

College Environment: The contractor shall be responsible for maintaining an environment in compliance with all rules, regulation, and codes covering an occupied school facility.

Tobacco Restricted: The College is a tobacco restricted campus. All individuals including students, faculty/staff, suppliers, contractors/subcontractors and visitors are prohibited from smoking in college buildings and premises. All individuals are expected to acknowledge the tobacco restricted policy and provide full compliance. Smoking will not be permitted in vehicles during traveling or standing time.

Indemnification: The vendor shall protect, indemnify and hold WCCC harmless against any liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the vendor.

Disclosure: Vendor shall note any and all relationships that might be a conflict of interest and include such information with the bid.

Invoicing: A copy of this document along with an original invoice must be submitted to the WCCC Accounts Payable email at apinvoice@westmoreland.edu. The purchase order number must be on the invoice.

Subcontracting: No portion of this contract may be subcontracted without prior written permission of the College. Please identify the use of a subcontractor in your RFP response.

Disclaimer: If any changes are made to this solicitation document by any party other than Westmoreland County Community College, the original document in the college's file takes precedence.

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REFERENCES:

All proposals must include three (3) references including educations institutions (if possible). Local Pennsylvania references are preferred. References should include company name, contact name, address, phone, fax, and email address and contact information for the specific person who is knowledgeable about the contractor’s record and performance. References may be contacted for consultation and/or site visits at our discretion.

NAME

COMPANY

ADDRESS

CITY/STATE/ZIP

PHONE/FAX

EMAIL

NAME

COMPANY

ADDRESS

CITY/STATE/ZIP

PHONE/FAX

EMAIL

NAME

COMPANY

ADDRESS

CITY/STATE/ZIP

PHONE/FAX

EMAIL

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CERTIFICATION OF CONTRACT/BIDDER

The below signed contractor/bidder hereby certifies that it is not barred from bidding on this or any other contract due to any violation of Federal or State law.

NAME OF CONTRACTOR/BIDDER

SIGNATURE OF CONTRACTOR/BIDDER

TITLE

DATE

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THIS FORM MUST BE RETURNED WITH YOUR BID TO:

Joshua Howell
Director of Purchasing
Westmoreland County Community College
145 Pavilion Lane
Youngwood, PA 15697

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this RFP. According to the Pennsylvania Antibribe-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 RFP.
3. RFP rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals 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 vendor with responsibilities for the preparation, approval or submission of the RFP.
4. In the case of an RFP submitted by a joint venture, each party to the venture must be identified in the RFP documents, and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary RFP" as used in the affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to submit an affidavit with the RFP in compliance with these instructions may result in disqualification of the proposal.

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NON-COLLUSION AFFIDAVIT

Contract Name _____ Contract/Bid No. _____

State of _____ County of _____

I state that I am _____
(Name and title) of _____ (Name of 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 RFP.

I state that:

- (1) The price(s) and amount(s) of this RFP have been arrived at independently and without consultation, communication or agreement with any other contractor, vendor or potential vendor.
- (2) Neither the price(s) nor the amount(s) of this proposal, and neither the approximate price(s) nor approximate amount(s) of this proposal, 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 responding to this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or non-competitive proposal or other form of complementary proposal.
- (4) The proposal 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 proposal.
- (5) _____ (Name of firm), its affiliates, 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 submitting a proposal on any public contract, except as follows:*

I state that _____ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by **Westmoreland County Community College** in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Purchasing Agency of the true facts relating to the submission of this RFP.

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(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____

*Note: Such a conviction of liability does not prohibit acceptance of your bid or award of a contract but may be a basis for a determination that you are not a responsible bidder. Please list any convictions or liabilities in attached pages to this affidavit.