



ADMINISTRATIVE SERVICES
PURCHASING DEPARTMENT

Request for Proposal # 1033

FOR

Burn Building Repairs Phase III

DATE DUE: October 21, 2024 on or before 2:00 P.M. EDT

SUBMIT TO:

Joshua Howell

Director of Purchasing

Westmoreland County Community College

145 Pavilion Lane

Youngwood, PA 15697

howelljo@westmoreland.edu

Contact Information:

724-925-4185

howelljo@westmoreland.edu

TABLE OF CONTENTS

1 COLLEGE INFORMATION AND INSTRUCTIONS TO VENDORS

- 1.1 General College Information
- 1.2 Scope of Work
- 1.3 CARES Act Grant Disclosure
- 1.4 Proposal Due Date
- 1.5 Calendar
- 1.6 Issuing Office
- 1.7 Instructions to Vendors
- 1.8 Format for Response

2 GENERAL TERMS AND CONDITIONS

- 2.1 Terms and Conditions

FORMS

- Page 11: Pricing Form
- Page 12: References
- Page 13: Acknowledgement Form
- Page 14: Certification of Contract/Bidder
- Page 15: Non-Collusion Affidavit Instructions
- Page 16: Non-Collusion Affidavit

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 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.

Westmoreland County Community College
Request for Proposal #1033
Burn Building Repairs Phase III

1.2 SCOPE OF WORK

Westmoreland County Community College is seeking proposals from qualified firms for the following scopes of work, on the second floor of the Class A burn building. Located at Public Safety Training Center, 65 Public Safety Drive, Smithton, PA 15479.

1. Nine (9) walls to be demolished; see Appendix A, page 1 - wall numbers 1, 2, 3, 4, 5, 6, 7, 8, & 9.
2. Wall #10, see Appendix A, page 1 to be assessed for damage, and change order submitted if repairs or replacement is needed.
3. Five (5) walls to be rebuilt; see Appendix A, page 1 - wall numbers 1, 2, 3, 4, & 5.
 - a. Three (3) of the walls demolished will require thermal tile to be installed at the ceiling, and brick pavers for floors where wall was removed; see Appendix A, page 1 - wall # 7, 8, & 9.
4. Two (2) walls to be rebuilt with doors; see Appendix A, page 2 - wall numbers 1 & 3.
5. Wall #2, Appendix A, page 1 window to be resized to half the current window, and reuse existing steel window shutter.
6. Vent #7, Appendix A, page 2:
 - a. Roof vent system to be removed
 - b. Roof opening to be replaced with minimum 3/8 inch thick steel cover with minimum of 4 inches over hang on the ceiling roof, and have handles for removal.
 - i. Bottom of steel plate will be insulated with thermal lining, similar to ceiling.
 - c. Associated 2nd floor opening to be replaced with minimum 3/8 inch thick steel cover with minimum of 4 inches over hang with handles for removal.
 - i. Handles will be the same height as current brick floor to be even with floor, and then covered with bricks that are shaved to same height.
 - ii. Bottom of steel plate will be insulated with thermal lining, similar to ceiling.
7. Chimney Vent #8, Appendix A, page 2:
 - a. Floor area to be back filled, and covered with brick paver.
 - b. Roof associated area, chimney to remain, with steel plate fabricated to fit chimney area, with handles.
 - c. Bottom of steel plate will be insulated with thermal lining, similar to ceiling.

Optional Bid Work:

1. Skin coating of all new walls, and wall #10 (see Appendix A, page 3) with refractory mortar.
2. Line upper portion of new walls with thermal protection and then skin coated with refractory mortar; wall lining to be vertical with length of sheet rock.
 - a. Appendix A, Page 4, walls: 1, 2, 3, 4, 5, 6
3. Line completely with thermal lining, Appendix A, Page 4, walls 2 & 3.
 - a. Bottom layer can be flipped to length of sheet rock running horizontally with gap at the bottom in association with upper lining.
4. Thermal protection to be the following:
 - a. Two (2) layers of ½ inch thick sheet rock, for a total of 1 inch.
 - b. Sheet rock to be secured with minimum of 2 ¾ inch Topcon screws with minimum of 6 screws, with corners to be secured minimum of 6 inches from the edge on each sheet.
 - c. Initial sheet may be secured with two (2) screws.
5. Mortar to be supplied by Westmoreland County Community College.

Westmoreland County Community College
Request for Proposal #1033
Burn Building Repairs Phase III

Additional Requirements:

- All walls with new doors to have solid lentils, designed for Class A burn buildings.
- New doors to have minimum of 1-inch gap on top and bottom, if mounted in the center of door.
 - If hinged of wall, minimum 1-inch gap on the bottom, with height 1-inch above lentil.
- New doors should be same design as currently existing doors, i.e. thickness and to include handles.
- Brick pavers to be common solid red clay bricks.
- Lentils, need to be solid units designed for Class A burn buildings.
- Walls are to be built with high strength concrete cell blocks and all cells with rebar ONLY are to be back filled with mortar.
 - Each exterior wall with rebar back fill will require 2x2 window cut in each cell at the top of each block, and face the outside to complete the solid cell wall backfilling, and be struck off flush.
 - Interior walls with rebar back fill will require 2x2 window cut in each cell at the top of each block, cut side should be on the exterior of the wall, to complete the solid cell wall backfilling, and be struck off flush.
 - The corner of where each wall meets, must NOT be tied to the other wall to permit proper expansion; ½: open joints MUST be provided, per Appendix B.
 - Wall corner, horizontal, and vertical steel plate protectors MUST be reused, and installed per Appendix B.
 - Upon original removal of plates, if deficiencies are found, they can be replaced with proper approval and specifications requirements.
 - All walls MUST provide a minimum of 1-inch gap from the ceiling.
- Fireproof ceiling tile will be installed by third party company after area is filled, unless awarded contractor is authorized by supplier to install.
- Windows and doors will be reused.
 - All windows and doors must be removed in a manner to permit proper reuse.
 - Refer to Appendix B for window and door specifications related to block walls.
 - Windows and doors not indicated for reuse in the building, will be repurposed for other applications in the future, therefore requiring proper removal.
- Proper installation of walls, windows, and egress will follow design specs, provided in Appendix B and C.
- Only rebar areas need to be backfilled
 - Windows and egresses have specific requirements, refer to appendix B & C.
- Please note wall plates as indicated in Appendix B.
 - New plates may be needed.
- Please note rebar in wall corners in Appendix B
- Please note rebar for windows and doors as indicated in Appendix B.
- Rebar should be evenly spaced throughout the wall length.
- Please note during demolition, dowels may be present in the walls, and will need to be tied into wall rebar.
- Mortar must be the following mixture:
 - 3 parts silica sand, 2 parts fire clay and 1-part type S mortar, or
 - Sakrete High Heat Mortar, or other approved high heat mortar by the college.
 - Proper mixture is required at all times.
 - Vigilance must be taken to ensure proper mixture is maintained.
- Where applicable all electrical conduits, cables, thermal couples, flood lights and associated wiring will be removed and not replaced.
 - Electrical feeds will be properly disconnected at the associated electrical box.
- Contractor is responsible for the removal of all debris.

Westmoreland County Community College
Request for Proposal #1033
Burn Building Repairs Phase III

Building will be available December 23, 2024, with final completion for 30-days of curing. **Work must be completed by February 30, 2025.**

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.

1.4 PROPOSAL DUE DATE

The due date of this RFP is Monday, October 21, 2024 on or before 2:00 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, October 4, 2024	RFP Issued
Friday, October 11, 2024 at 3:00 P.M. EDT	Mandatory Pre-Bid Walkthrough Public Safety Training Center 65 Public Safety Drive Smithton, PA 15479
Monday, October 14, 2024 prior 4:00 P.M. EDT	Questions due to Joshua Howell at howelljo@westmoreland.edu

Westmoreland County Community College
Request for Proposal #1033
Burn Building Repairs Phase III

Wednesday, October 16, 2024 prior to 5:00 P.M. EDT	Addendum emailed (if applicable)
Friday, October 18, 2024 by 2 P.M. EDT	Acknowledgement / Intent to Propose
Monday, October 21, 2024 on or before 2:00 P.M. EDT	Proposals must be submitted to the Purchasing Department howelljo@westmoreland.edu
Wednesday, October 23, 2024	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.

Question Submittal Process: Questions can be sent to Joshua Howell, electronically at howelljo@westmoreland.edu on or before Wednesday, October 16, 2024 at 2:00 P.M. EDT. All questions and answers will be published and provided to all potential vendors, by means of an Addendum to the RFP, on or before Friday, October 18, 2024 by 2:00 p.m.

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.

Westmoreland County Community College
Request for Proposal #1033
Burn Building Repairs Phase III

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. Proposals must be submitted in a **Sealed Envelope** with RFP #1033 Burn Building Repairs Phase III and your company name in the lower left corner of the outer envelope.

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.

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

Westmoreland County Community College
Request for Proposal #1033
Burn Building Repairs Phase III

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

Proposals must be organized in the order presented in this RFP, and include a Quotation which is based on the specifications provided by Westmoreland County Community College. Proposals not organized in the prescribed manner will be eliminated from consideration. The Vendor must respond, in order, to all of the items listed in the RFP, use the numbering system of this RFP, and be complete and comprehensive in a concise manner.

The Vendor must provide written, point-by-point narrative responses to each Proposal requirement; simply stating "agreed" or "complies" is not acceptable. Supplemental technical information, product literature and other supporting materials that further explain or demonstrate the proposed system capabilities may also be included within the proposal 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

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

B. Table of Content

- a. Clearly identify the materials by sections and page number(s).

C. Letter of Transmittal

Westmoreland County Community College
Request for Proposal #1033
Burn Building Repairs Phase III

Limit to one or two pages.

- a. Give the names of the persons who will be authorized to make representations for the vendor, their titles, addresses, and telephone numbers.
- b. Indicate any third-party firms involved with your program and state their role(s).

D. Invoicing Procedure

- a. Describe the firm's invoicing procedures.
- b. Include documentation identifying all of the vendor's fees.

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

Westmoreland County Community College
Request for Proposal #1033
Burn Building Repairs Phase III

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 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.

Westmoreland County Community College

Request for Proposal #1033

Burn Building Repairs Phase III

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.

PRICING BID FORM

Name of Bidder/Company: _____

ITEM #	QTY	DESCRIPTION	UNIT COST	TOTAL COST
1	1	Wall, window and listed repairs from scope		
2	1	Applicable Discount (If Applicable)		
3	1	ANY ADDITIONAL COSTS NOT IDENTIFIED IN THE RFP. (PLEASE EXPLAIN):		

THE BOARD OF TRUSTEES RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR ANY PART THEREOF

Westmoreland County Community College
Request for Proposal #1033
Burn Building Repairs Phase III

REFERENCES:

All proposals must include three (3) references including educational 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

Westmoreland County Community College
Request for Proposal #1033
Burn Building Repairs Phase III
ACKNOWLEDGEMENT OF RECEIPT

This Form Must be Completed and Emailed upon Receiving the Request for Proposal

RFP #1033

Burn Building Repairs Phase III

Please fill in the requested information below and return by email, as acknowledgement that you have received the Request for Proposal noted above.

Email this to Joshua Howell prior to: **Monday, October 21, 2024 prior to 2:00 P.M. EDT**

Email to: howelljo@westmoreland.edu

By doing this, we will be able to provide responses to questions and notification of any addenda to the RFP.

Name of Firm: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Name: (Print) _____

Title: _____

Email address: _____

Signature: _____

Date: _____

_____ Yes, our company does have an interest in responding.

_____ No, our company does **NOT** have an interest in responding.

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

THIS FORM **MUST** BE RETURNED WITH YOUR BID TO:

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

Westmoreland County Community College
Request for Proposal #1033
Burn Building Repairs Phase III

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this RFP. According to the Pennsylvania Antitrust-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.

Westmoreland County Community College

Request for Proposal #1033

Burn Building Repairs Phase III

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.

Westmoreland County Community College

Request for Proposal #1033

Burn Building Repairs Phase III

(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.

(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.