



Lehigh Carbon
COMMUNITY COLLEGE

REQUEST FOR PROPOSAL

**Commercial Driver's License
Training Program Services**

Proposal Due Date - **November 24, 2025 at 2:00 PM**

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Introduction

Lehigh Carbon Community College (LCCC) is initiating a process for the selection of a vendor to provide the College with CDL Training Program Services. The College is requesting responses that are due by **2:00 p.m., November 24, 2025**. No proposals will be accepted after the proposal date.

The Request for Proposal (RFP) is part of a competitive process which will be undertaken in order to serve the College's best interests and provide vendors with a fair opportunity for their professional services to be considered. Representatives from the College will evaluate the proposals based upon a number of factors including, but not limited to fees, services, and qualifications. The final determination will be based on the proposal which, in the opinion of the selection committee and the College, best serves the interest of the College. The College reserves the right to reject any and all proposals or select a single item from any proposal.

Timeline

Request for Proposal Issued	November 3, 2025
Deadline to Submit Questions	November 10, 2025
Proposals Due	November 24, 2025
Finalists Selected and Invited to Present	December 12, 2025
Finalists Present to Selection Committee	December 15-19, 2025
Successful Vendor Notified of Decision (pending approval of Board of Trustees)	February 6, 2026
Contract Begins	February 20, 2026

Contact Information

Questions concerning the RFP should be directed to:

Joseph Hardenberg Purchasing & Contacts Manager
jhardenberg@lccc.edu
Phone: 610-799-1151
Fax: 610-799-1566

General Instructions for Proposal

Proposal Content- A completed proposal must contain the following:

- Appendix A - Scope of Services (responses required)
- Appendix B - Vendor Proposal Execution-completed by an individual authorized to contractually bind the vendor.

- Appendix C - Vendor Price Proposal
- Appendix D - Non-collusion Affidavit
- Appendix E - Sample Independent Contractor Agreement
- A minimum of (3) current client references

Notes/Instructions for RFP

- Provider must demonstrate intent or capacity to obtain PDE approval for educational benefits eligibility (VA, WIOA, etc.).
- PennDOT testing site approval must be completed within 9 months of contract execution.
- Contract will include a Performance Review clause, allowing for annual evaluation and potential renewal or termination based on performance.
- Provider must supply a sample student handbook or policy manual with the proposal.
- Preference may be given to providers with demonstrated local workforce partnerships and prior educational collaboration experience.
- The College will be immediately notified of any infractions with truck inspection or any notices from the Department of Transportation related to noncompliance.
- Please include your proposed price on page 14 for each of the requirements.

Term & Renewal

The term of the Contract shall be for **one (1) year, (February 20, 2026 to February 19, 2027)**. The College reserves the right to extend the contract on a year-by-year basis if mutually agreed to by vendor.

Submission of Proposal

Written and/or electronic proposals will be received no later than **2:00 PM on November 24, 2025** at the office of the Purchasing & Contracts Manager, Student Services Center Room SSC 101, Lehigh Carbon Community College, 4525 Education Park Dr., Schnecksville, PA 18078, (Attention: Joe Hardenberg). Three (3) hard copies and one (1) electronic copy (on a thumb drive only) of the proposal must be in a sealed envelope marked "CDL Training Program Services RFP Response".

Alternatively, the electronic version can be emailed to jhardenberg@lccc.edu.

General Information

Lehigh Carbon Community College is a community college with the main campus in Schnecksville, Pa., and sites in Tamaqua and Allentown, Pa. Classes in the aviation program are offered at the Lehigh Valley International Airport. The college was founded in 1966 and offers associate's degrees and certificates, as well as workforce training and community education. Whether students are taking their first two years of their bachelor's degree, preparing for immediate employment or just exploring a new interest, LCCC offers programs for everyone, including more than 90 degrees, certificates and specialized programs.

Enrollment in the CDL Program was 68 Class A students and 9 Class B students in 2024; and 60 Class A students and 9 Class B students in 2025.

Appendix A – Scope of Services

A. College agrees to provide the following:

1. A classroom or conference room for lecture-based instruction with internet capabilities for computer use.
2. Office space for secure storage of student files and private meeting space.
3. An unobstructed range space for tractor-trailer inspection training and maneuvering. The proposed range, located at 4525 Education Park Dr, Schnecksville, PA 18078, is deemed to meet the minimum requirements for operating five (5) 53' tractor-trailers.
4. Access to restroom facilities for both students and instructors.
5. Advertise and publish class offerings during the day, night, and weekend, with a minimum of (4) students in each class following the schedule provided by the Vendor. In rare circumstances, Vendor may be able to accommodate a cohort of one to three students for contract training with local companies, however, this accommodation is not guaranteed and is contingent upon scheduling and resource availability.
6. Marketing and enrollment services/support for the program.
7. Adequate insurance coverage, deemed as such through Appendix E, (Section 9), including having the College named as an "Additional Insured".

B. Vendor agrees to provide the following:

1. Equipment, equipment maintenance, repair, and fuel will be provided by Vendor. Vendor will assess program volume and provide any additional equipment as needed throughout the time of the agreement.

Training Vehicle Standards:

- The vendor must provide a minimum number of well-maintained, road-ready training vehicles (tractor-trailers for Class A, straight trucks for Class B) that meet all federal and state safety and inspection standards.
 - Require documentation of routine, verifiable **preventive maintenance and safety inspections** for all training equipment.
2. Program & Curriculum and support include all tasks related to the successful administration of the programs. This task shall include all preparation, delivery, implementation, follow-up work, and logistical arrangements of course texts, materials, supplies, and performance for the program. In some circumstances, Vendor may deliver the theory portion of the class virtually. Prior to changing the modality of the theory training, Vendor will notify the college and students at least 30 days' in advance. College has the right to approve (or disapprove) all program offerings prior to their delivery, and all approved program offerings shall be structured as mutually agreed upon between College and Vendor. All approvals must be in writing, signed and dated by an authorized representative of the College. A copy of the curriculum/syllabus, including annual

updates or revisions, will be provided to the Academic Services and Workforce Development departments of the College.

Regulatory Compliance:

- The training curriculum must meet or exceed all current requirements set forth by the **Federal Motor Carrier Safety Administration (FMCSA) Entry-Level Driver Training (ELDT)** regulations (49 CFR Part 380) and all applicable state/local laws.
- The Vendor must be registered on the FMCSA Training Provider Registry (TPR) and provide written proof of continuous good standing.

Curriculum Content & Delivery:

- Vendor shall provide a detailed outline of the **Theory/Classroom Instruction** (General Knowledge, Air Brakes, Combination Vehicles, HOS, Defensive Driving, etc.) and the **Behind-the-Wheel (BTW)** (Range and Road) training hours.
- Vendor shall specify minimum required hours for both classroom and BTW training, aligning with best industry standards and ELDT mandates (e.g., minimum 160 hours total, with specific breakdown for driving/observation).
- The curriculum must include practical training on **pre-trip, in route, and post-trip inspections** and various **basic vehicle control skills** (e.g., straight-line backing, offset backing, parallel parking, alley dock).
- Require the use of a **manual transmission** vehicle for Class A CDL training to ensure the "No Manual Transmission" restriction is not placed on the license, or specify a dedicated automatic transmission path if that is the College's sole need.

3. **Instructors & Staff Qualifications.** All instructors shall i.e. employees of Vendor. Vendor shall be responsible for course delivery, and the method and means for such course and program delivery. Vendor shall be responsible for credentialing, selecting, appointing, and, if appropriate, dismissing the instructor(s). College shall have the right to participate in, and direct Vendor regarding management and utilization of the instructional staff, including but not limited to: selection, hiring and termination of instructors. Each instructor must have all necessary and appropriate licensing or certifications, ac; applicable, and experience, to Vendor's and College's satisfaction. All instructors and program offerings will be subject to periodic evaluation by both Vendor and College, in accordance with Vendor's and College's policies for such evaluation. Vendor shall ensure that all instructors will take part in college employee orientation, professional development workshops, and adhere to College's non-credit faculty handbook as well as all other College requirements.

Instructor Certification & Experience:

- All instructors must hold a valid CDL (Class A or B, with all necessary endorsements) and meet all state and FMCSA eligibility requirements.
- Require instructors to have demonstrable, significant, and recent commercial driving and CDL instruction experience.

- Vendor shall specify the maximum instructor-to-student ratio for both classroom (e.g., 20:1) and, critically, for Behind-the-Wheel training (e.g., 4:1 for range, 1:1 for public road) to ensure quality one-on-one time.
- 4. Vendor shall maintain Liability and Cyber Security Insurance. College will be named as a certificate holder/additional insured under Company's existing policy at the limits prescribed by paragraph 9 of the Independent Contractor Agreement, (Appendix E).
- 5. Vendor agrees to provide instructors and equipment, where applicable, for corporate training engagements on behalf of college. Costs and retainer fee for these engagements shall be determined for each unique engagement, depending upon training need.
- 6. Vendor will bear responsibility for routine maintenance and upkeep of equipment provided by Vendor as well as any repairs that may be required to ensure working condition. College shall be responsible for servicing, maintenance, and upkeep of equipment it directly owns or leases. Vendor will provide copies of current inspection reports, notices of violations and remediation done to remain in compliance within 10 days of notice(s).
- 7. Vendor will be responsible for the recruitment/admission processes at which time the student qualifications to enter said program will be determined. College will be responsible for registering students in accordance with College's registration procedures; billing and providing other services such as student advising, career placement, and student access to College learning resources.
- 8. Vendor will operate and manage an approved third party CDL test site on the College's grounds while this Agreement is in effect, and so long as Vendor is not in default hereunder. Vendor shall be responsible for obtaining and maintaining, at Vendor's sole cost and expense, all contracts, licenses and approvals necessary for Vendor to lawfully operate such third party CDL test site, and Vendor shall keep all of said contracts, licenses and approvals in force at all times hereunder.

C. Remedial Training:

1. Remedial Training may be offered to students as part of the full COL-A Tractor Trailer Training and CDL-B Training courses at no additional cost. Vendor will provide up to ten (10) hours of Remedial Training in each of the following scenarios at no additional cost:
 - a. CDLI-where more than one week passes between a student's completion of Range Training and their initial CDL Skills Test; or
 - b. CDLII-where a student fails their first CDL testing attempt. For purposes of clarification, a student would potentially receive up to two Remedial Trainings in total if both scenarios above occur.
2. For each CDL Test after that third test, ("Additional Test"), the student will be responsible to pay for the cost of the test and the student will be advised to sign up for additional Remedial Training at an additional cost to the student.
3. Remedial Training is also available as a stand-alone course for individuals who already have their CDL, but who may require minor training to bring the driver up to date on

current federal and state regulations. Stand-alone Remedial Training is billed separately from the full COL-A and CDL-B courses.

D. Course Cancellation and Reschedule Policy:

1. If individual class enrollment does not meet established minimums within five (5) business days prior to the class start date, the College and Vendor will collaborate on options for the class. These options include cancel the class entirely, establish a new start date, or reschedule existing enrollments to a different class listed on the program calendar. The Vendor and College will mutually decide which option will be selected. Students will be held responsible for paying for and obtaining a clear drug screen if:
 - a. The student already completed the drug screen, but the original start date is rescheduled or canceled due to low volume; or
 - b. The student requests to move to a different start date in the future.

All drug screens must be completed within 30 days of the start date.

E. Student Support & Success:

1. Screening & Eligibility:
 - Vendor shall manage the initial student screening, which must include:
 - Verification of a valid Commercial Learner's Permit (CLP).
 - Confirmation of a satisfactory driving record (MVR).
 - Coordination and payment for the required **DOT medical examination**.
 - Coordination and administration of **drug/alcohol screening**.
2. Performance & Reporting:
 - Establish **minimum acceptable performance metrics (Target Outcomes)** for the program:
 - **Successful Training Completion Rate** (e.g., minimum 85%).
 - **CDL Examination Pass Rate** (e.g., minimum 80% on the first attempt).
 - **Job Placement Rate** into a training-related occupation (e.g., minimum 75%).
 - Provide weekly or bi-weekly reporting on student attendance, progress, and performance, including any remedial training provided.
3. Job Placement Services:
 - The Vendor must provide an outline of their **Job Referral and Placement Program Plan**.
 - Services should include career counseling, mock interviewing, résumé assistance, and active coordination of job leads and recruiting events with commercial carriers.

F. Force Majeure:

1. Neither party will be liable to the other for any failure or delay in performance of its obligations under this agreement because of circumstances beyond its control, including acts of God, pandemic, flood, fire, riot, terrorism, accident, strikes, or work stoppages

for any reason, embargo, inability to obtain phone lines, government action (including enactment of any statute, regulation, rule, ordinance or other law of the United States or any state or local government or any subdivision or agency thereof ("Law") that restricts or prohibits the performance contemplated by this agreement) and other causes beyond its control, whether or not of the same class or kind as specifically named above.

2. If either party is unable to perform any obligation for any of these reasons, and that party gives a written notice, within forty-eight (48) hours after the occurrence of the event, describing (i) its inability to so perform, (ii) the steps it plans to take to rectify or mitigate that inability, and (iii) the anticipated length of that inability, then the obligations of that party will be suspended for the duration, and only to the extent of, that event.

G. Marketing and Logo Release:

1. The College shall have the right to approve or disapprove all marketing promotional programs, campaigns, efforts and materials developed by Vendor prior to the delivery, execution, production or publication thereof.
2. The College, having the sole right to do so, grants the Company the right, but not the obligation, to reproduce, depict and incorporate materials including but not limited to the College's names, trademarks, service marks, trade names, logos, and copyrights (collectively, the "Materials") and images thereof on Company assets, materials, websites and the like (collectively, the "Assets") and the promotion, marketing and exploitation of said Assets, in accordance with the terms of the Contract.
3. The College represents that the consent of no other person or entity is required to enable Vendor to use the Assets described herein and that such use in accordance with the terms of this Agreement will not, to the best of the College's knowledge and belief, violate or infringe upon the trademarks, service marks, trade names, copyright, artistic, and/or other rights of any third parties including the rights of publicity and/or privacy, in territories where the College owns rights to the Materials. The College hereby releases Vendor, and their respective parents, subsidiaries, affiliated corporations, successors, assignees and licensees, from any and all claims or liability that may arise solely as a result of the use of the Materials in accordance with the terms of this Agreement, including any claims that such use constitutes defamation (including libel and slander), an invasion of privacy, or infringement of rights of publicity, copyright, trademark, service mark, trade name, or other personal or property rights.
4. Vendor acknowledges the ownership of the Materials by the College, and agrees that it will do nothing inconsistent with such ownership and that all use of the Materials by Vendor shall inure to the benefit of the College. It is agreed that the College retains all rights in the Materials, and that all goodwill associated with the Materials vests in the College.
5. The College acknowledges that nothing herein requires Vendor to use the Materials in or in connection with the Assets. Vendor agrees, upon the College's request, to

terminate all use of the Materials and any and all other references to the College. This Agreement contains the full and complete understanding between the parties regarding the Materials and supersedes all prior agreements and understandings pertaining thereto and cannot be modified except by writing signed by each party.

H. The parties further agree to the following:

1. If a program's volume shows a steady increase for 90 days, Vendor and College will evaluate the program to determine if the program needs to scale up to include an additional truck and instructor.
2. All parties will abide by all applicable state and federal confidentiality and privacy laws and regulations including FERPA and protection of PII. Vendor is committed to a policy of equal opportunity for all qualified applicants for admissions or employment without regard to race, gender, national origin, age, religion, marital status, veteran status, disability, political affiliation, or belief.
3. The effective start date of the Contract is February 20, 2026 with the option to renew annually for an additional one-year period upon 60 days' written notice prior to the end of the Agreement term.
4. College and Vendor will be expected to run classes consecutively with no gaps in between classes. College and Vendor will work together to identify holidays and any dates that training cannot occur onsite and will adjust training schedule as necessary. If College lacks adequate classroom space to accommodate a full-time day class, students will complete theory section virtually. If College cannot sustain enrollment in day, evening, and weekend classes, Vendor reserves the right to request termination no fewer than thirty (30) business days prior to the date of termination.
5. The Contract can be terminated by either party with a written 90-day notice. Any agreed-upon termination date will be calculated to ensure all students in the program are given ample time to complete the program before it is terminated. Neither College nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond reasonable control of either party. Such acts shall include, but not be limited to, acts of God, riots, acts of war, governmental regulations superimposed after the act, earthquakes, pandemics, or other causes beyond control of either party. In the event of any occurrence which a party considers may cause a delay or failure in performance, the affected party shall notify the other party immediately.
6. Any notice provided under the Contract shall be delivered by both email and US mail of personal service to the party's names at the address specified above.
7. Any changes, deletions or modifications of any type to the Contract shall be made only by written amendment and signed by College and the Vendor. The Contract will be reviewed annually by a representative of College and the Vendor for any changes, modifications, or additions.

8. Vendor and College each covenant and agree that they will not assign the Contract, or their respective rights, duties, obligation, or responsibilities hereunder, without the prior written consent of the other party, with the understanding that such consent will not be withheld unreasonably. It is understood that a change of name for either party shall not be considered an assignment hereunder, provided that there is no change of the party's Federal Identification Number as a result of such name change.

Selection Process

The finalists will be asked to meet with the review committee to discuss their proposal, share ideas for marketing strategy, and share a range of design concepts and marketing solutions from a variety of clients that will demonstrate the agency's qualifications for this project. Invited agencies will not be expected to present original campaign concepts at this meeting. Meetings will be scheduled the week of December 15-19, 2025.

Upon review and approval of the Board of Trustees, a contract will be awarded for the first contract year, beginning February 20, 2026.

Criteria for Evaluation

While the cost of services is an important factor, low cost is not the final determining criterion for success. Other criteria include:

Section 1: Technical Proposal

- **Pennsylvania Approval Status** - Company is licensed to do business and based in Pennsylvania or can obtain approval through the PA Department of Education (PDE) to enable VA benefits and state/federal grants.
- **Testing Site Approval** - Commitment to initiate and complete PennDOT CDL testing site approval process within 9 months of contract execution.
- **Experience and References** - Demonstrated experience providing CDL training; includes at least 2–3 references from educational institutions, workforce boards, or employer partners.
- **Training Schedule Flexibility** - Offers day, evening, and weekend training schedules to meet diverse student and employer needs.
- **Training Capacity & Customization** - Can train 1–2 individuals for contract/sponsored training as well as larger public cohorts. Attend meetings with sales team and corporate clients if requested.
- **Vehicle Availability** - Provides both manual and automatic transmission trucks for instruction and testing.
- **CareerLink Collaboration** - Demonstrates partnership with local CareerLink offices; guarantees scheduled visits and collaboration on outreach and placement.
- **Admissions & Student Support** - Provides a clear admissions process including DOT physicals, drug screening, funding support, and readiness assessments.

- **Compliance & Safety Record** - Submits documentation of FMCSA compliance, instructor certifications, insurance, safety record, and maintenance and inspection records.
- **Reporting, Communications and Responsiveness** - Outlines processes for regular reporting of enrollment, completion, and job placement data; demonstrates responsiveness to college communication needs.

Section 2: Additional Requirements

- **Performance Review Clause** - Provider agrees to an annual performance review by the college based on enrollment, completion, safety, and partner satisfaction metrics
- **Sample Student Handbook/Policy Manual** - Provider includes a sample CDL student handbook or training policy manual for review.
- **CareerLink Coordination Plan** - Provider outlines how they will coordinate with CareerLink for student referrals, outreach, and placement.
- **Instructor Credentials** - Provider submits instructor résumés or credentials verifying CDL qualifications and instructional experience.

Section 3: Cost Proposal

- **Cost per Student** - Competitive pricing for CDL training program, including classroom, range, and road components.
- **Cost Transparency** - Clear breakdown of all fees (testing, licensing, materials, retesting, etc.).
- **Flexibility for Funding Programs** - Willingness to align billing with WIOA, CareerLink, and employer-sponsored payment schedules.
- **Added Value/Innovation** - Any added value such as simulator use, job placement assistance, or tuition assistance coordination.

Appendix B – Vendor Proposal Execution

TO: LEHIGH CARBON COMMUNITY COLLEGE

We, the Undersigned, having examined the specifications and all other documents and, being familiar with the various conditions under which these services and/or supplies are to be used, agree to furnish, install, and warrant all labor, materials, equipment, and any other required services to fulfill the requirements of the Request for Proposal.

COMPANY NAME: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

FEDERAL I.D.#: _____

(If applicable, verify receipt of):

Addendum No. ____ Date Received _____

Addendum No. ____ Date Received _____

Addendum No. ____ Date Received _____

Checklist:

Requirements of Proposal Initials _____

Vendor Proposal Execution Initials _____

Vendor Cost Proposal Initials _____

Non-collusion Affidavit Initials _____

Certificate of Insurance Initials _____

Three (3) References Initials _____

Appendix C – Vendor Cost Proposal

Standard Costs	Cost
Cost per Component/Student:	
- Classroom	\$ _____
- Range	\$ _____
- Road	\$ _____
Fees:	
-Testing	\$ _____
- Licensing	\$ _____
- Materials	\$ _____
- Retesting	\$ _____
Flexibility for Funding Programs	\$ _____
Please provide a total and include detail on a separate sheet:	\$ _____
Added Value / Innovation	
Please provide a total and include detail on a separate sheet:	\$ _____
Total Costs:	\$ _____

Appendix D – Non-Collusion Affidavit

State of _____:

County of _____: S.S.

I state that I am the _____ (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 prices(s) and the amount of this proposal.

I state that:

-The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.

-Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before the proposal submission date.

-No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

-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.

_____(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 proposing and/or bidding 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 upon by the Department of General Services 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 Department of General Services of the true facts relating to the submission of this proposal.

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

(Signature)

(Signatory's Printed Name)

(Signatory's Title)

Notary Public

My Commission Expires _____

Appendix E – Independent Contractor Agreement (Sample Only)

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is made and entered into as of the XX day of XXXXX, by and between LEHIGH CARBON COMMUNITY COLLEGE, with its principal office at 4525 Education Park Drive, Schnecksville, PA 18078, (the “College”), and XXXXX, of XXXXXXXX (the “Contractor”).

BACKGROUND

WHEREAS, Contractor has extensive expertise and training in XXXXX; and

WHEREAS, the College desires to engage Contractor to provide XXXXX to the College upon the terms and conditions set forth herein; and

WHEREAS, Contractor is willing to provide XXXXX to the College upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and promises contained in this Agreement, do hereby agree as follows:

1. RECITALS. The recitals set forth above are incorporated herein as if fully set forth at length.
2. SERVICES. Contractor hereby agrees to be retained by the College, as an independent contractor, to provide XXXXX to the College as set forth on Schedule “A” attached hereto and incorporated herein.
 - A. Contractor shall supply, at Contractor’s sole expense, all equipment, materials and/or supplies required to perform the duties and responsibilities of Contractor hereunder, and shall determine, in Contractor’s discretion, but subject to the rules and requirements of the College, the times, daily schedule, itinerary and hours Contractor shall devote to the duties of Contractor hereunder.
 - B. Contractor hereby represents and warrants to the College that Contractor has, and will at all times hereunder have, the requisite certifications, expertise, experience, personnel and equipment to perform the services required hereunder.
3. COMPENSATION. The Contractor’s compensation for services rendered hereunder shall be as set forth on Schedule “B” attached hereto. Contractor shall not be entitled to reimbursement for any expenses incurred by Contractor in performing Contractor’s services hereunder except for those expressly set forth on Schedule “B” attached hereto. **The College is exempt from Pennsylvania sales tax through its PA exemption number: 23-1670163.**

4. TERM AND TERMINATION.

A. Term. The term of this Agreement shall commence on XXXXX and end on XXXXX unless otherwise terminated by either party in accordance with this Agreement.

B. Termination. The College or the Contractor may terminate this Agreement by giving the other party at least sixty (60) days prior written notice of such termination. Upon termination hereunder, all obligations, duties and responsibilities of the parties shall immediately cease except as follows: (1) the College shall remain obligated to pay any compensation earned by Contractor prior to the date of termination; and (2) any obligations, promises or covenants in this Agreement that are expressly made to extend beyond termination of this Agreement shall remain in effect.

5. AFFIRMATIVE COVENANTS OF CONTRACTOR. During the term of this Agreement, Contractor shall:

A. Provide and perform the services required of Contractor hereunder in accordance with all federal, state and local laws and regulations;

B. Identify Contractor as being an independent contractor associated with the College; and

C. Maintain and keep current all licenses and certifications necessary for Contractor to provide and perform the services required of Contractor hereunder.

6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the College that: (a) there are no restrictions, by law, regulation, or otherwise, which would prevent or make unlawful Contractor's execution of this Agreement, Contractor's engagement hereunder or the performance of Contractor's services hereunder; (b) Contractor's execution of this Agreement and Contractor's engagement hereunder do not constitute a breach of any other contract, agreement or understanding, oral or written, to which Contractor is a party or by which Contractor is bound; and (c) Contractor is free and able to enter into this Agreement with the College, and to perform all of Contractor's duties contemplated hereby. Contractor hereby agrees to indemnify, defend and hold harmless the College from and against all claims, judgments, losses, damages, settlements, costs and expenses incurred or suffered by the College as a result of a breach by Contractor under this Section.

7. INDEPENDENT CONTRACTOR. It is hereby understood and agreed that Contractor in performing the services pursuant to this agreement is acting in the capacity of an independent contractor, and that Contractor is not an agent, servant, partner, joint venture, or employee of the College. Contractor shall be solely responsible to pay all employment taxes, all withholdings, unemployment compensation contributions and other employment related matters applicable to any of Contractor's employees. Notwithstanding the foregoing, Contractor shall devote the appropriate amount of time necessary to provide the services described herein, and

will operate within the rules and policies of the College as may be amended from time to time. Contractor shall maintain such child abuse history and/or criminal history background checks for Contractor, and any other individuals who may be providing services to the College pursuant to this Agreement, as may be required by the College and by Pennsylvania law. The College acknowledges that as an independent contractor, Contractor may, during the term of this Agreement, be engaged in other business activity rendering the same or similar services to other organizations.

8. INDEMNIFICATION. Contractor hereby agrees to defend, indemnify, protect and hold harmless the College from and against any and all claims, suits, damages and liabilities of any kind arising as a result of, or caused by, the negligence of Contractor, Contractor's agents, officers, employees or contractors, and/or the breach by Contractor of any of Contractor's obligations hereunder.

9. INSURANCE. Effective as of the date Contractor is to commence Services to be performed under the contract and continuing until all authorized Services have been fully and completely performed by Contractor, Contractor shall provide and maintain in full force and affect the following minimum insurance coverage as evidenced by Insurance certificates, which shall be furnished to Lehigh Carbon Community College in advance of beginning the Services. Such insurance coverage shall be placed with or carried by insurance carrier or carriers with an A.M. Best Rating of "A" or better, and Lehigh Carbon Community College may elect to require certified copies of the policies in lieu of, or in addition to, certificates of insurance.

- a) Pennsylvania Statutory Workers Compensation and Occupational Disease Insurance
 - a. Also, Employers Liability Insurance in the minimum amount of \$500,000 Each Accident / \$500,000 Disease – Each Employee / \$500,000 Disease – Policy Limit.
- b) Business Automobile Liability Insurance including all owned, hired and non-owned automobiles used by or on behalf of Contractor. Minimum \$1,000,000 combined single limit for each occurrence, including bodily injury and property damage.
- c) Commercial General Liability Insurance against claims for bodily injury, death of and/or property damage to third parties with a minimum of \$3,000,000 each occurrence. At a minimum, such insurance shall provide coverage for premises-operations, products-completed operations, and contractual liability.
- d) Excess/Umbrella Liability coverage may be used in conjunction with primary coverage to attain required limits of this contract.

Contractor shall assume the risk of loss or damage to all property or equipment furnished by Contractor. Contractor waives Contractor's right of recovery against Lehigh Carbon Community College and agrees that all insurance policies covering such property or equipment shall be endorsed to affect such waiver.

Contractor's commercial general liability insurance policy shall be primary and non-contributory to Lehigh Carbon Community College's insurance. ***Lehigh Carbon Community College shall be named as an Additional Insured under Contractor's commercial general liability insurance policy.***

Contractor shall waive any rights of subrogation it may have, either at law or in equity, related to or resulting from Lehigh Carbon Community College and hereby agrees as part of the award of the contract, to obtain the same waiver of any rights of subrogation, either at law or in equity, related to or resulting from Lehigh Carbon Community College, from each insurance company issuing Contractor

an insurance policy pursuant to the terms hereof.

For all applicable purposes herein, Contractor shall also mean and include Sub-Contractor(s).

10. CONFIDENTIALITY. Contractor acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Contractor for the benefit of the College. During the term of this Agreement, Contractor may be responsible, in whole or in part, for the creation of, or may acquire, certain confidential information of the College, including but not limited to education records, and Contractor acknowledges that the College would not have entered into this Agreement unless it were assured that all confidential information would be held in confidence by Contractor for the sole benefit of the College. Therefore, during the term of this Agreement and at all times thereafter, Contractor will keep all of such confidential information in confidence and will not disclose any of the same to any other person, except to such persons designated in writing by the College. Contractor will not cause, suffer or permit the confidential information to be used for the gain or benefit of any party other than the College, or for Contractor's personal gain or benefit outside the scope of Contractor's engagement by the College hereunder. The Contractor shall take all reasonable action that the College deems necessary or appropriate to prevent the unauthorized use or disclosure of, or to protect the College's interests in, such confidential information.

- i. Contractor acknowledges and agrees that any and all technologies, documents, lists, software, systems, disks, tapes, designs, inventions, processes, enhancements, improvements, theories, discoveries, materials and/or creations, whether or not confidential information, made or created, in whole or in part, by Contractor, in the course of or relating to Contractor's engagement with the College (individually a "Creation" and collectively "Creations") were, are and shall each be treated as and shall remain a "work for hire" by Contractor for and on behalf of the College.
- ii. Contractor shall and does hereby unconditionally and irrevocably assign to the College any and all right, title and interest that Contractor, had, has and/or from and after the date hereof may have in or to any of such Creations, without any additional compensation, and free of any and all liens, interests and/or encumbrances of any form, nature or type. Upon discovery and/or conception of any Creation, Contractor shall, at the request and cost of the College, sign, execute, make and deliver any and all such deeds, assignments, documents and other instruments, and do any and all such acts and things, as the College may reasonably require, (i) to apply for, obtain and/or vest in the name of the College alone (unless the College otherwise so directs in writing) letters, patent, copyrights and/or any other analogous protection in the United States of America or any other country; and, when and as so obtained or, vested, to renew and restore the same; and (ii) to defend any opposition proceedings in respect of any such applications and any opposition proceedings or petitions or applications for revocation of any such letters patent, copyright and/or other analogous protections. Contractor further covenants and agrees that the compensation and benefits to which Contractor may be entitled pursuant to this Agreement includes payment for Contractor's assignment of any and all such rights, title and interests to the College, including any and all copyrights, patent rights, patent applications, and any and all other intellectual property rights of Contractor in and to any of the Creations.

11. SURVIVAL. Sections 6, 7, 8, and 10 of this Agreement shall survive termination of this Agreement.

12. MISCELLANEOUS.

- A. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the College, its successors and assigns, and upon Contractor, Contractor's successors, heirs, executors, administrators and legal representatives.
- B. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- C. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.
- D. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, or commitments between the parties. This Agreement may only be modified by a written agreement signed by both parties hereto with the approval of the Board of Directors of the College.
- E. Notices. Any notice required or permitted to be given hereunder shall be sufficient if in writing and delivered (i) in person, or (ii) by nationally recognized courier including (but not limited to) FedEx, UPS or USPS via a delivery confirmation service, to the
- F. Waiver. The waiver by either party of a breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent breach by said party.
- G. Headings. The headings of the Sections herein are for reference only; they form no part of this Agreement and shall not in any way affect its meaning or interpretation.
- H. Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.
- I. Budget Approval. The College obligation hereunder is subject to approval by its Sponsor of the annual budget. The College covenants to include in its annual budget for approval for the term hereof the amounts payable hereunder. The College does not guarantee approval of the budget.
- J. Conflicts. In the event of a conflict between the terms of this Agreement and the terms set forth on any attachment or schedule, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year set forth above.

COLLEGE:

By: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

SCHEDULE A: SCOPE OF SERVICES (Will be included accordingly)

SCHEDULE B: FEES (Will be included accordingly)