



Lehigh Carbon
COMMUNITY COLLEGE

Request for Bid

Elevator Maintenance Services

**4525 Education Park Drive
Schnecksville, PA 18078**

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Tentative Schedule

The following schedule outlines the approximate course of events to be followed in the evaluation and award of a Contract. This schedule is provided for the purpose of assisting in planning and does not constitute a guarantee that all dates will be adhered to. All Vendors will be notified, in writing, if there is a change in the schedule.

Date of Issue:	April 1, 2026
Optional Site Visit Period:	April 6-10, 2026 (Coordinate with Joe Benulis at 610-799-1519)
Bid Due Date:	April 15, 2026
Bid Evaluation:	May 1-8, 2026
Bid Award:	June 5, 2026
Contract Commences:	July 1, 2026

Contact Information:

Questions concerning the RTB should be directed to:

Joe Hardenberg, Purchasing & Contracts Manager

jhardenberg@lccc.edu

Phone: 610-799-1151

Fax: 610-799-1566

General Instructions

a. Bid Content –

- Appendix A – Vendor’s Bid Form
- Appendix B – Specifications & Cost Bid Form
- Appendix C – Non-collusion Affidavit
- Appendix D - Sample Independent Contractor Agreement
- Three (3), current client references (preferably in higher education)
- Vendor’s W-9 Form
- Vendor’s Certificate of Liability Insurance

Submission of Bid

The Purchasing Department of LCCC is the issuing department for this document and any subsequent Addenda relating to it. Written bids are to be received no later than **2:00 p.m., EDT on April 15, 2026** at the office of the Purchasing & Contracts Manager, Lehigh Carbon Community College, 4525 Education Park Dr., Schnecksville, PA 18078, (Attention: Joe Hardenberg).

Four (4) copies of the bid must be in a sealed envelope marked “**RTB – Elevator Maintenance Services**”. Electronic files will be accepted in lieu of paper copies. No bids will be accepted after the bid due date. Hand-delivered bids must be personally provided to a Finance Department staff member.

The following documents must be provided in order to be considered:

Appendix A - Vendor Bid

Appendix B – Vendor Specifications & Cost Bid

Appendix C – Non-collusion Affidavit

Vendor’s W-9 Form

Vendor Certificate of Liability Insurance

General Information

1. Services shall not be subcontracted or assigned, in whole or in part.
2. This bid will be awarded to the same vendor for all three (3) of its college campuses.
3. It is the responsibility of the Vendor to become familiar with the requirements of this bid. Lack of knowledge concerning the bid's requirements will not relieve the Vendor of conditions submitted in response to the bid.
4. In the event that it becomes necessary to revise this bid in whole or in part, Addenda will be provided to all Vendors on record. It is important to note, however, that it remains the responsibility of the respondent to determine if any Addenda have been issued and to obtain those Addenda prior to submitting their bid.
5. Bid must be dated and signed by an official authorized to legally bind the Vendor to its provisions. Bid must remain in force for at least six (6) months from the date of submission.
6. No verbal communication will take place between Vendors and LCCC during the RTB process; all communications shall be in writing. LCCC shall not be obligated to return a Vendor's bid once submitted, whether the bid is withdrawn or not.
7. Questions regarding the RTB process should be emailed to jhardenberg@lccc.edu by **11:00 a.m., EDT, April 8, 2026**. Responses will be compiled and shared by LCCC with all Vendors on record with interest in participating in this bid process, at the earliest possible time.
8. LCCC, at its sole discretion, reserves the right to waive defects and informalities in bids, to reject any or all bids, or to accept any bids as may be deemed in the best interest of LCCC, in its sole discretion.
9. Any bid may be withdrawn at any time prior to the time specified herein for the opening of bids, but no bid may be withdrawn for a period of ninety (90) days, thereafter.
10. In all cases, no verbal communication will override written communication and only written communications from the Purchasing & Contracts Manager at LCCC or his authorized designee are binding.

Contract Award Documents

The awarded Vendor will be issued a College purchase order and Independent Contractor Agreement (see Appendix D), and all provisions therein shall be provided by the awarded Vendor in accordance with the requirements of the bid, unless superseded by the terms and conditions of the Agreement, RTB or any subsequent Amendment(s).

Entire Agreement

The Independent Contractor Agreement, together with all Exhibits, constitutes the entire agreement and understanding between the parties and supersedes all offers, negotiations, discussions and other agreements that occurred prior to the date of the execution of the written Agreement and may not be amended, waived or discharged except by agreement in writing executed by a representative from LCCC and the Vendor who is authorized to so execute.

LCCC reserves the right to waive any informality, reject any or all bids and/or cancel this RTB, all without any obligation to LCCC. LCCC may select a winning bid based on initial bids received without discussion of such bids. Accordingly, each bid must be submitted based on the most favorable terms, from a price and services standpoint, which the Vendor can submit to LCCC. **No Contract shall exist until the Vendor is provided with an executed Independent Contractor Agreement.**

Indemnification

The Vendor agrees to indemnify, defend and hold LCCC, its trustees, officers, employees, representatives, and Managers harmless from and against any and all claims to which LCCC becomes a party to due to, in whole or in part: a) any acts, errors, or omissions of the Vendor or its directors, officers, employees, representatives, or Managers; b) costs and/or expenses due any Vendors; c) failure to pay tax liabilities for its personnel; d) copyright, trademark, or patent infringement.

Insurance

Vendors must submit with their bid a certificate of insurance evidencing their insurance coverage in the following policy types and in at least the minimum amounts as set forth below:

- a. Commercial general liability with the minimum amounts set at \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which policy shall include broad form blanket Contractual liability insurance and completed operations insurance indemnifications;
- b. Commercial crime coverage with the minimum amount set at \$2,000,000 for employee theft coverage, and which includes a blanket employee dishonesty bond;
- c. Automobile liability insurance with the minimum amount set at \$1,000,000 combined single limit per accident; and
- d. Employer's liability insurance with the minimum amount set at \$50,000 and workers compensation insurance in such amounts as required by the laws of the State of Missouri. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to LCCC under applicable state governmental immunities law.

Lehigh Carbon Community College and its employees must be named as "Additional Insured".

Governing Law

The Agreement is governed by and constructed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any conflict of laws provision.

Appendix A Vendor Bid

Elevator Maintenance Services

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 Bid.

COMPANY NAME: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

Checklist: ___ 3 Current Client References
 ___ Vendor Bid Form
 ___ Cost Bid Form
 ___ Non-collusion Affidavit
 ___ W-9
 ___ Certificate of Insurance

Appendix B

Services Specifications & Cost

Elevator Services:

1. The College is seeking quotes from a single Contractor to provide Elevator Services effective July 1, 2026 through June 30, 2027, with the option to extend for two, one (1) year periods, based upon the College's evaluation of the Vendor's first year's performance. The College's Standard Terms & Conditions shall apply to the work outlined herein.
2. All work for each of the Elevator systems listed to be completed per in accordance with all applicable OSHA, NFPA, building codes, the manufacturer's recommended procedures, local, state or federal regulations, whichever is more stringent or more applicable.
3. Upon award, the Contractor shall complete a thorough initial inspection of all of the elevator systems to ensure that they are in proper working order and report any conditions that require correction and/or repair.
4. The Contractor shall test and inspect all motors, pumps, tracks, doors, contact devices, panels, loops, indicating devices, control circuits, supervisory devices, and any other equipment associated with the elevator system to ensure their proper operation.
5. Repairs will be done at the hourly rate, unit prices, and discounts offered in the pricing schedule.
6. All annual testing, inspections, certifications, and preventive maintenance work is to be completed during the summer months and closely coordinated with the College.
7. Contractor shall provide the College with detailed documentation and certification of all work done on the elevator systems upon completion of inspection, maintenance and/or repairs. The Contractor shall either mail or e-mail a copy of work performed on each site visit for each elevator / wheel chair lift to the Director of Facilities Management at gcalaba@lccc.edu.
8. Preventive maintenance parts, supplies, materials are to be included in the base price, repair parts shall be billed as indicated in the pricing schedule.
9. The Contractor must be able to provide a 2-hour maximum response time to requests for emergency elevator service.

- Motors, motor windings, rotating elements, commutators, brushes, brush holders, and bearings,
- Operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except those contained in the main line disconnect).
- Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies,
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packing, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks. Contractor will maintain proper operating level of hydraulic fluid.
- ALL OTHER MAINTENANCE FEATURES OR PRACTICES NOT CITED ABOVE WHICH ARE CONSIDERED ROUTINE IN ELEVATOR MAINTENANCE INDUSTRY AND OR BY THE SPECIFIC ELEVATOR MANUFACTURER.

Safety and Tests

Contractor will periodically inspect the elevators as required by the ASME / ANSI Standards; and the Pennsylvania Department of Labor and Industry. Contractor will conduct an annual No-Load test and annual Pressure Relief Valve Test on each hydraulic elevator as outlined in ANSI Codes. Cars shall not be placed in service until all tests, checks, and adjustments are complete and elevators are in proper working condition. The Contractor shall not be held responsible for any damage to the building and equipment caused by these tests, unless such damage is a result of its negligence.

Maintenance Management Program

Contractor will use a structured maintenance management program to deliver high quality service tailored to each specific unit's needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the Contractor in his scheduling system, which will be used to plan maintenance activities in advance. Each unit will be provided with a device/trip counter that monitors equipment usage and displays the cumulative number of elevator starts. Contractor will have and use standard work processes developed and documented for use by the examiner. Copies of the standard work practices should be available for review and approval upon request by the College.

Contractor will use the maintenance management program to plan and record completion of maintenance procedures as defined in the standard work practices at the proper intervals. Intervals will be monitored and recorded off each unit's trip counter so as to properly schedule these procedures in advance.

Contractor will keep archived a maintenance history, used by the examiner to record the procedures by unit that were completed by the examiner. The maintenance history must indicate the last completion date for each procedure by unit. The history must be kept up throughout the life of the contract so that procedures completed in years prior to the current year are properly documented. At any time during the term of this Contract, at the College's request, Contractor will provide the Customer with a copy of its standard Customer report of equipment improvements, repairs, tests, and service calls for the units, listed per unit.

The forms described herein will be available at any time for the College's review but remain the property of the Contractor.

Parts Inventory

Contractor agrees to maintain for the performance of routine preventative maintenance, a supply of frequently used replacement parts and lubricants to meet the specific requirements of the College's elevators. Any parts replaced under this contract will be with new parts manufactured or selected by the manufacturer or with parts refurbished to manufacturer's standards. Contractor further agrees to maintain a supply of replacement parts in its local parts warehouse inventory, available for express delivery in case of emergencies. Contractor shall maintain a supply of genuine manufacturer's major components available for emergency replacement in warehouse inventory.

24-Hour Service

Contractor will provide a dedicated 24-hours/day, 365 days/year dispatching. In the event an elevator malfunction occurs between regular examinations, a trained customer service representative will dispatch an examiner to perform emergency minor adjustment callback service. The Contractor must be able to provide a 2-hour maximum response time to requests for emergency elevator service.

Hazardous Waste

The Contractor shall dispose of all waste materials generated in the normal servicing of the units. This service shall consist of the reliable and quick disposal of lubricants, cleaning materials, paints, and absorbents collected in routine maintenance. Method of disposal shall conform to all federal and state environmental legislation. For the protection of the College, a documented audit trail must exist for the disposal of hazardous waste material. Material Safety Data Sheet (MSDS) Manuals shall be presented at the College's request for all solvents, cleaners, and lubricants used in performing the specified work. The Contractor will each keep all machine rooms and pit areas free from stored materials and debris that belongs to them.

Wiring Diagrams

It will be the Contractor's responsibility to provide and purchase any necessary controller wiring diagrams for use on the equipment as necessary to properly maintain them. All existing documentation, drawings, prints, etc. shall remain the property of the College.

Clarifications

This Contract shall not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors, and floor coverings), rail alignment when affected by building compression or shifting, main disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping. This contract does not include computer or microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This contract does not include telephones, intercoms, heat sensors, smoke sensors, communication equipment, or safety signaling equipment not installed by the Contractor, or instructions or warnings in connection with use by passengers.

Contractor shall not be required: (1) to make any tests other than that as specifically set forth herein, (2) to make any replacements with parts of a different design or type, (3) to make any changes in the existing design of the units, (4) to alter, update, modernize, or install new attachments to any units except as described in these specifications, whether or not recommended or directed by insurance companies or by government authorities, (5) to make repairs or replacements necessitated by failures detected during or due to testing of buried or unexposed hydraulic cylinders or piping.

10. By submitting a response to this RFQ, the Contractor certifies that they have existing sources and READY access to replacement parts, test equipment, and other services as may be necessary to test, inspect, calibrate, and repair the elevator systems included under this RFQ.

11. Specifications for Maintenance of Elevators

- a) The service to be performed by the Contractor under this specification shall consist of furnishing all supplies, materials, labor, tools, and equipment necessary to provide inspection, maintenance, adjustment, repair, and emergency callback service for the elevators as hereinafter specified at the buildings listed.
- b) The Contractor shall perform inspections and services on each elevator and associated machinery in accordance with the elevator manufacturer's recommendations and shall include the applicable items listed under preventative maintenance. Contractor shall perform all preventative maintenance during regular working hours, 7:00 am – 5:00 p.m. Monday through Friday, excluding the College's holidays.
- c) The contractor will carry out other period tests as required by the Pennsylvania Department of Labor and Industries for the particular type of elevators. Contractor shall report all findings in writing to the Director of Facilities Management. Also included is the performance of periodic tests as required by local elevator codes. The contractor will provide 24-hour emergency call out service to make repairs as required. All work to be accomplished in strict accordance with the manufacturer's recommendations, all applicable American Society of Mechanical Engineers (ASME) standards as well as all federal, state and local laws.
- d) This service shall include all labor, lubricants, and rags required to include blowing down any control equipment and lubrication of the following parts when conditions warrant:
 - Machine bearings, gears, pumps, pump motors, operating valves, valve motors, and leveling valves,
 - Selectors, governors, governor sheaves, governor tension frame sheave assemblies, and compensating sheave assemblies,
 - Door operators, car door hangers, hoistway door hangers, and interlocks,
 - Safeties, car and counterweight guide rails, and car and counterweight guide shoes including rollers and gibs.
- e) This service shall include any necessary adjustment and cleaning, repair or replacement of the following parts:
 - Controllers, selectors, and dispatching equipment, relays, solid state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment,
 - Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting,
 - Hoistway door interlocks, hangers, bottom door guides, and auxiliary door closing devices,
 - Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts,

This proposal is subject to all the terms of these specifications, and we hereby agree to enter into a written contract to furnish the services as specified to the customers in the exact accordance with these specifications and at the prices stated.

LEHIGH CARBON COMMUNITY COLLEGE

Unit price per month – July 1, 2026 – June 30, 2027 **Main Campus** \$_____ / mo.

Unit price per month – July 1, 2026 – June 30, 2027 **Donley** \$_____ / mo.

Unit price per month – July 1, 2026 – June 30, 2027 **Tamaqua** \$_____ / mo.

Unit price per month - July 1, 2027 - June 30, 2028 **Main Campus** \$_____ / mo.

Unit price per month - July 1, 2027 - June 30, 2028 **Donley** \$_____ / mo.

Unit price per month - July 1, 2027 - June 30, 2028 **Tamaqua** \$_____ / mo.

Unit price per month - July 1, 2028 - June 30, 2029 **Main Campus** \$_____ / mo.

Unit price per month - July 1, 2028 - June 30, 2029 **Donley** \$_____ / mo.

Unit price per month - July 1, 2028 - June 30, 2029 **Tamaqua** \$_____ / mo.

Facilities Management
Lehigh Carbon Community College
Elevator List

	MANUFACTURER	EQUIPMENT	APPLICATION	DESCRIPTION	RISE/LENGTH	CAPACITY
Main Campus - Schnecksville						
1	Haughton	Hydraulic	Passenger	SH Loading Dock - 2	2F/OR	2000
1	Otis	Hydraulic	Passenger	Student Union - 5	2F/OR	2100
1	Haughton	Hydraulic	Passenger	SSC Room - 1	2F/OR	2000
1	Schindler	Hydraulic	Passenger	ARC Elevator A - 6	3F/OR	3500
1	Haughton	Hydraulic	Passenger	ARC Elevator B - 3	3F/OR	2000
1	Schindler	Hydraulic	Passenger	Tech Center - 1	2F/OR	2500
1	Haughton	Hydraulic	Passenger	Berrier Hall Gym - 4	2F/OR	2000
1	Access Ind.	Wheelchair Lift	WCL	BH-8 (stage),	2F	750
1	Access Ind.	Wheelchair Lift	WCL	BH-9 (fitness)	2F	750
1	Access Ind.	Wheelchair Lift	WCL	BH-10 (fitness)	2F	750
1	Schindler	Hydraulic	Passenger	CSC - 1	2F/OR	3500
1	Otis	Hydraulic	Passenger	Library - 1	2F/OR	2500
Morgan Campus - Tamaqua						
1	Schindler	Hydraulic	Passenger	Morgan Center Lobby	2F/OR	2500
1	Access Industri	Wheelchair Lift	WCL	Scheller Center basement	2F	750
Donley Center - Allentown						
1	Otis	Traction	Passenger	Donley Center Lobby	8F/OR	4000
1	Otis	Traction	Passenger	Donley Center Lobby	7F/OR	2500

**APPENDIX C
NONCOLLUSION 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 bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before the bid submission date.
3. 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 bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____(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 bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Department of General Services of the true facts relating to the submission of this bid.

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, 2022

Notary Public

My commission expires: _____

(Signature)

(Signatory's Printed Name)

(Signatory's Title)

APPENDIX D (Sample Only)

INDEPENDENT CONTRACTOR AGREEMENT

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.***

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

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.

- A. 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.
- B. 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

parties at the addresses first set forth herein, or at such other address as either party may designate in writing. All notices hereunder shall be deemed delivered when received by the party to whom it was sent.

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

SCHEDULE "B"
FEES