



Lehigh Carbon
COMMUNITY COLLEGE

Request for Bid
for
Trash Removal Services

4525 Education Park Drive
Schnecksville, PA 18078

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Introduction

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.

The college serves more than 9700 credit and 4100 noncredit students annually and employs more than 260 full-time staff, administrators and faculty, and more than 580 part-time employees and adjunct faculty.

General Information

Lehigh Carbon Community College is soliciting bids for a three (3) year contract for Trash Removal services at its Main Campus, Donley Center, and Morgan Center locations.

Vendors are required to submit written bids that present the vendor's qualifications and understanding of work to be performed. The vendor's bid should be prepared simply and economically and should provide all information it considers pertinent to its qualifications for the specifications listed herein. Emphasis should be placed on completeness of services offered and clarity of content. Certificates of insurance naming each LCCC service locations as additional insured will be required with the bid.

Your sealed bid must be submitted no later than **2:00PM on March 29, 2024**, directly to the Purchasing & Contracts Manager at the following address:

Lehigh Carbon Community College
Attn: Joseph Hardenberg, Purchasing & Contracts Manager
4525 Education Park Drive
Schnecksville, PA 18078

No electronic files will be accepted.

Email jhardenberg@lccc.edu with any questions. Questions concerning this bid will be accepted until March 20, 2024.

Advertisement of Bid:	March 8, 2024
Deadline for Questions:	March 18, 2024
Bid Responses Due:	March 29, 2024
Contract Award:	May 2, 2024

General Instructions for Bid

a) **Bid Content**-A completed bid **must** contain the following:

- *Cost Proposal Form* - Appendix B
- *Vendor's Bid Form* – Appendix C
- *Non-collusion Affidavit* – Appendix D
- *References*-Bids shall include a list of three (3) current client references including name, address, phone number, email address and contact person.
- *Certificate of Insurance*
- *Current W-9 Form*

b) **Bid Award**-It is the intent of the College to accept the lowest responsible bid, provided it has been submitted in accordance with the bid documents. If a bid is selected it will be the most advantageous regarding price, quality of service, the vendors qualifications and capabilities to provide the specified service, and other factors which the College may consider. The College reserves the right to accept or reject any or all bids. Bids will be approved publicly at a scheduled Board of Trustees May 2024 meeting.

c) **Term and Renewal**-The term of the Contract shall be for three (3) years unless terminated by either party for noncompliance of terms set forth in the Contract. The contract may be cancelled by either party, for any reason, upon 90 days written notification from one party to the other. Term begins on July 1, 2024 through June 30, 2027.

d) **Basis of Payment**-Payment will be made to the Contractor within 30 days upon receiving the contractor's monthly invoice. Invoices should state the date of service and amount for each site.

APPENDIX A SCOPE OF WORK

Description of Service

The Contractor shall provide all personnel, equipment, tools, materials, vehicles, supervision and other items and services necessary to provide the following services at the Lehigh Carbon Community College locations identified in this RFB. The bidder shall conform to all provisions of the Lehigh & Schuylkill County Solid Waste Management Plans (see links below). The successful bidder shall dispose of waste generated under this bid in accordance with such plan immediately upon its implementation.

Lehigh County Waste Management Plan -

https://files.dep.state.pa.us/waste/recycling/recyclingportalfiles/County_Plans/Lehigh_2013.pdf

Schuylkill County Waste Management Plan -

https://files.dep.state.pa.us/waste/recycling/recyclingportalfiles/County_Plans/Schuylkill_2015.pdf

Contractor shall remove municipal solid waste and deliver to facilities approved for disposal. All waste streams will be recycled to the maximum extent possible. A monthly report will be provided by the Contractor to the College detailing the weight and disposal method for all waste streams.

Contractor cannot add any additional charges after awarded contract such as Landfill Tax, Fuel Surcharge Fee, etc.

Dedicated containers will be onsite for the collection of municipal solid waste and bulk waste items (see Appendix A). Containers for other waste streams may be ordered by the College as needed, as an additional service cost, separate from the base contract price. All waste streams shall be collected in appropriately sized containers provided and maintained by the Contractor.

The Contractor must also provide all personnel, equipment, tools, materials, vehicles, supervision and other items and services necessary to provide for the pick-up of municipal solid waste materials and delivery to an approved facility for disposal at the following LCCC locations:

- Main Campus – 4525 Education Park Drive, Schnecksville, PA 18078
- Morgan Campus – 234 High Street, Tamaqua, PA 18252
- Donley Building – 718 Hamilton Street, Allentown, PA 18101

The Contractor shall perform to the standards of the contract and comply with all local, state, and federal regulations.

Material Types

Included in the base contract:

- A. Municipal Solid Waste:** Common solid waste, everyday waste, and general medical debris defined as solid waste.
- B. Bulk Waste:** May include construction and demolition debris from in-house maintenance activities consisting of general non-hazardous building materials and furniture.

Collection Requirements

The Contractor shall provide and maintain clean and properly functioning containers for all waste and recycled materials. Trash collection includes paper, food, rags, plastics, wood, metal and any trash or rubbish. The Contractor will provide rigid covers for any open top bulk container. Lids shall be closed after each pick-up.

All containers should be kept clean, in good repair and painted as needed. Mechanical problems should be corrected within 24 hours. If the mechanical problem cannot be repaired within 24 hours, temporary trash hauling service must be provided.

The College designee from the Facilities department ("FR"), shall notify the Contractor for initial scheduling and delivery of the required containers/compactors. The Contractor shall deliver and drop the containers in the area designated by the FR during normal business hours, between 8:30 a.m. and 4:00 p.m., EST, Monday through Friday, excluding federal holidays.

Container Sizes / Pickup Schedule

Container Size/Pick up Schedule

Quantity	Size	Location	Frequency
2	8 cu. yards	Main Campus, 4525 Education Park Dr., Schnecksville, PA, 18078 Parking Lot E	Mon. Weds. Fri.
1	6 cu. yards	Donley Center, 718 Hamilton Street, Allentown, PA 18101	Tues & Fri. days can be changed if necessary
1	4 cu. yards	Morgan Center, 234 High St., Tamaqua, PA 18252	Tues & Fri. days can be changed if necessary

All preventative maintenance and service calls for the containers shall be provided by the Contractor at no additional charge to the College.

The Contractor shall position the containers for all campus locations at the exact location to be determined by the College's FR. The container shall be in fully serviceable condition upon delivery with no visible rust on the exterior.

Consultation. It is the goal of the College to maximize waste diversion from landfill through recycling, composting, or other reuse. The Contractor shall provide consultation services to include developing a Waste Management Plan that identifies recycling and reuse opportunities and implementation strategies to meet the stated goal. Recommendations for container sizes and material collection methods will be included in the Waste Management Plan. A final Waste Management Plan needs to be approved by the College 30 days after Contract award. The Contractor must thereafter comply with the approved Waste Management Plan.

Reporting. Upon removal from each campus, solid waste and recyclable materials shall be weighed. The Contractor shall submit to the College's FR, a monthly report that includes the pickup location, weight of each material, how it was disposed (landfill, recycled, etc.), date of disposal, disposal site, and percentage diverted. Weight tickets and/or certificates of recycling will also be provided. All reports and documentation will be provided to the College's FR no later than 30 days after processing the material.

Inclement Weather Schedule. The Contractor shall collect the recyclable material and solid waste during periods of inclement weather. In cases of severe weather the College's Facilities department may authorize exceptions. When exceptions are granted, the Contractor shall make all missed collections within 24 hours after the severe weather has terminated, unless the College's FR authorizes additional time.

Holiday Pick-Up. The Contractor is not required to provide services on Federal Holidays but must otherwise collect the recyclable material and solid waste within 24 hours of the scheduled collection.

Disposal of non-marketable materials. The term non-marketable materials for purpose of this bid shall mean recyclable materials rejected by the Contractor for any contaminated reason. Disposal of non-marketable materials from the Contractors processing of recyclable materials shall be the responsibility of the Contractor and any tipping fees and/or hauling expenses associated with these contaminated wastes shall be the responsibility of the Contractor and at no expense to the College.

Equipment/Vehicles. All vehicles used in performance of the contract on this station shall meet state regulations for safety and licensing. All equipment and vehicles used in performance of this contract shall be in good operable condition and meet local state and federal safety requirements.

Equipment. The Contractor must verify existing conditions prior to placing equipment. When/If equipment becomes unusable due to no fault of the College, the Contractor will provide assistance/support/mechanics urgently responding to put back in service. Urgent service requires the Contractor to respond and be on site within 24 hours maximum. The Contractor must submit, PPE, safety plan, LOTO, SDS safety sheets for hazardous materials, etc. submittals to the College's FR. Submittals must be approved by the College's FR at least 2 weeks in advance of proposed scheduled service on the contract. All submittals must be approved by the FR prior to servicing the contract or coming to campus locations to deliver any equipment.

Personnel/Licenses/Permits.

The Contractor must be able to read, write and understand English. Contractor personal shall present a neat appearance and be easily recognized as Contractor employees. The Contractor shall ensure that all employees have current licenses for the appropriate vehicle(s). The Contractor's vehicles shall be owned by the Contractor and maintained with current and proper state inspections, registrations and titles.

All permits and permit fees required by the authorities or governing bodies have jurisdiction over this project are the responsibility of the bidder.

Weapons, Firearms, and Ammunitions. Contractor's employees are prohibited from possessing weapons, firearms, and/or ammunition on themselves or within the Contractor-owned vehicles while on any of the LCCC campus locations.

Invoices. The customers will pay to contractor, for performance by Contractor of specified trash removal service; monthly payments made on or before the 30th day of the following month after invoices are received. The college is tax exempt. An exemption form will be provided to the vendor awarded the Contract.

2. General Requirements

Hazardous Materials Handling. The Contractor shall comply with all federal, state, local, and College policies concerning the use, storage, and reporting of hazardous materials (HM) should they arise. In the case of a release of an HM into the environment, the Contractor shall initiate clean up and notify the College's FR immediately. HM will be defined as any substance listed as having characteristics of flammability, corrosively reactivity, toxicity, or containing any listed constituents, or otherwise harmful to personal and/or the environment.

General Housekeeping Duties. The Contractor shall be required to perform general housekeeping duties in and around recycling containers, prior to departure around the container site, the container delivery site shall be kept up by the Contractor in a clean and neat manner at all times.

Confined Space Entry Program. If it is necessary for the Contractor to enter confined spaces, (IE trash dumpster or compactor) submit a Confined Space Entry Plan that complies with the requirements OSHA 29 CFR 1910, and OSHA Directive CPL 2 100. Identify the qualified persons name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by Contractor personal and the coordination with the emergency responders. If there is no confined space work, include a statement that no confined space work exists and none will be created.

Insurance Requirements. 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.

APPENDIX B
COST PROPOSAL

We the undersigned herewith propose and agree to furnish the Lehigh Carbon Community College, 4525 Education Park Drive, Schnecksville, PA, Morgan Center 234 High St. Tamaqua, PA, and Donley Center, 718 Hamilton St., Allentown, PA as specified a "Trash Removal" service for a three-year period July 1, 2024 through June 30, 2027.

This Cost proposal is subject to all the terms of the specifications in Appendix A, 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.

LOCATION	MONTHLY COST	ANNUAL COST	CONTRACT YEAR
MAIN CAMPUS			7/1/24 – 6/30/25
DONLEY CAMPUS			7/1/24 – 6/30/25
MORGAN CAMPUS			7/1/24 – 6/30/25
MAIN CAMPUS			7/1/25 – 6/30/26
DONLEY CAMPUS			7/1/25 – 6/30/26
MORGAN CAMPUS			7/1/25 – 6/30/26
MAIN CAMPUS			7/1/26 – 6/30/27
DONLEY CAMPUS			7/1/26 – 6/30/27
MORGAN CAMPUS			7/1/26 – 6/30/27

Name (please print)

Signature

Title

Company Name

Address

Telephone

Email

**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:

1. 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.
2. 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.
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 proposal higher than this proposal, or to submit any intentionally high or noncompetitive 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 non- competitive proposal.
5. _____ (Name of Firm) its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to 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.

(Signature)

(Signatory's Printed Name)

(Signatory's Title)

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

Notary Public

My Commission Expires _____

APPENDIX E
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”).

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.

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.

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

11. 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:

LEHIGH CARBON COMMUNITY COLLEGE

By: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

SCHEDULE A

STATEMENT OF WORK

SCHEDULE B

FEE