



Lehigh Carbon COMMUNITY COLLEGE

Request for Bid Athletic Department-Athletic Training Services

Lehigh Carbon Community College (“LCCC”) extends an invitation to qualified Vendors (“Vendors”), with the necessary resources and experience to submit proposals to provide Copier/Multi-Function Printers (“Copiers/MFPs”) to the College.

LCCC is a community college with its 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 10,000 credit and 4,300 noncredit students annually and employs more than 260 full-time staff, administrators and faculty, and more than 580 part-time employees and adjunct faculty.

Introduction

The College is requesting written responses to this proposal solicitation. 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 allow 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 qualifications, services, and fees. 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 or to cure any non-material oversight.

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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:	March	1, 2024
Proposal Due Date:	March	22, 2024 (2:00 p.m., EST)
Proposal Evaluation:	March	25-29, 2024
Interviews with Finalists (if needed)	April	10, 2024
Contract Award:	May	2, 2024
Contract Commencement Date:	July	1, 2024
Contract Term:	July	1, 2024 to June 30, 2025

Contact Information

Questions concerning the RFP should be directed in writing to:

Joe Hardenberg, Purchasing & Contracts Manager

jhardenberg@lccc.edu

Phone: 610-799-1151

Fax: 610-799-1566

General Instructions

- a. Proposal Content - A completed Proposal response needs to follow the sections on pages 9-10 and also must contain the following:
 - Appendix A – Vendor’s Proposal Form
 - Appendix B – Non-collusion Affidavit
 - Three (3), current client references (preferably in higher education)
- b. Term & Renewal-The term of the initial Contract shall be one year. The College reserves the right to extend the Contract, thereafter, on a year-by-year basis if mutually agreed to, in advance, in writing, with the Vendor.

Submission of Proposal

The Purchasing Department of LCCC is the issuing department for this document and any subsequent Addenda relating to it. Written proposals are to be received no later than **2:00 p.m., EST on March 22, 2024** 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 proposal must be in a sealed envelope marked “**RFP – Athletic Department – Athletic Training Services**”. Electronic files will not be accepted. No proposals will be accepted after the proposal due date. Hand-delivered proposals must be personally provided to a Finance Department staff member.

General Information

1. Services shall not be subcontracted or assigned, in whole or in part.
2. It is the responsibility of each Vendor to become familiar with the requirements of this proposal. Lack of knowledge concerning the proposal's requirements will not relieve the Vendor of conditions submitted in response to the proposal.
3. In the event that it becomes necessary to revise this proposal 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 proposal.
4. An oral presentation by a Vendor to supplement their proposal may be requested by LCCC. Each Vendor should be prepared to give an oral presentation of their proposal and a detailed analysis of how each of the requirements described in this RFP will be addressed. LCCC will make a decision regarding presentations after the initial review of proposals and will notify a Vendor if a presentation is required. LCCC will not be liable for any costs that a Vendor may incur in the preparation of or presentation of the proposal. **If needed, interviews with finalists will be held April 10, 2024.**
5. Proposal must be dated and signed by an official authorized to legally bind the Vendor to its provisions. Proposal must remain in force for at least ninety (90) days from the date of submission.
6. No verbal communication will take place between Vendors and LCCC during the RFP process; all communications shall be in writing. LCCC shall not be obligated to return a Vendor's proposal once submitted, whether the proposal is withdrawn or not.
7. Responses will be compiled and shared by LCCC with all Vendors on record with interest in participating in this proposal process, at the earliest possible time. **You must return Appendix A to be included in notifications.**
8. LCCC, at its sole discretion, reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposals as may be deemed in the best interest of LCCC, in its sole discretion.
9. Any proposal may be withdrawn at any time prior to the time specified herein for the opening of proposals, but no proposal 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 for Services

The Vendor must include all applicable documents, such as, but not limited to, Contracts and agreements to be signed by LCCC. LCCC retains the right to include these documents in the evaluation of the bid and to reject any bid where they are in conflict with the LCCC's specifications, terms or conditions of the Contract.

Proposals shall be evaluated on the principles and criteria identified on page 6 and pages 9-12, herein.

General Contract Terms

The Contract is scheduled to be awarded on May 2, 2024 with an effective Contract date of July 1, 2024.

LCCC shall not make any advance payments of any kind.

The Vendor understands and agrees that its responsibilities will include all services, necessary and reasonably inferable in or incident to the proper execution of the comprehensive objective hereunder and shall be included and performed as if they were detailed herein.

Confidentiality

1. **Confidential Information.** A Vendor may restrict the disclosure of software codes, records relating to the configuration of computer components and/or the operation thereof, and intellectual property in which it has a proprietary interest but only if such information is defined as a "closed" record under Pennsylvania law. In order for any such information or record to be closed, each page of each such document must include in at least sixteen (16) point bold font the words "Proprietary Information." After either a Contract is executed pursuant to the RFP or all proposals are rejected, if access to documents so marked is requested under the Pennsylvania Sunshine Law, LCCC will notify the Vendor(s) of the request, and it shall be the burden of each Vendor to establish that the Vendor's documents are exempt from disclosure by law as aforesaid. If the Vendor shall not cooperate with LCCC after notice as provided herein, LCCC may, in its sole discretion, disclose the Vendor's documents/records/information to the requester without liability to the Vendor for any such disclosure under any theory of common or statutory law. Notwithstanding the foregoing, in response to a formal request for information, LCCC reserves the right to release any documents, records and/or information which LCCC determines is a public record subject to disclosure pursuant to the Pennsylvania Sunshine Law.

2. **Exceptions to Confidentiality Obligations.** Notwithstanding the foregoing, each party's obligations of confidentiality will not include information which at the time of disclosure was in the public domain other than by Vendor's or LCCC's breach of this Agreement; or which, after such disclosure, immediately becomes generally available to the public other than through any act or omission of the Vendor or its employees, representatives, Managers, or Vendors; is rightfully furnished to Vendor or LCCC without restriction as to use or disclosure by a third party authorized to make such disclosure; or is information that was independently developed by Vendor or LCCC without reference to Confidential Information; or which is required to be disclosed by a court of competent jurisdiction, provided that prior written notice of such

disclosure is furnished to LCCC in a timely manner in order to afford LCCC the opportunity to seek a protective order against such disclosure and the disclosure is strictly limited to the information that the court requires.

3. Remedies for Disclosure. The Vendor understands and agrees that any unauthorized disclosure or use of any confidential information as provided under this section may result in LCCC seeking injunctive relief. The Vendor agrees to give prompt notice to LCCC of any unauthorized disclosure, use, or misappropriation of any confidential information and take all steps as requested by LCCC to limit, stop, or otherwise remedy the disclosure, use, or misappropriation of any confidential information. All steps taken by the Vendor hereunder relating to remedy shall be at its sole expense.

4. Return of Confidential Information. After expiration or termination of this Agreement, the Vendor must return all confidential information given to or generated by it hereunder within five (5) days of written request. The Vendor agrees that it will comply with the instructions LCCC identifies regarding the return or disposition of the confidential information, including any copies or reproductions.

Evaluation Criteria/Contract Award

LCCC reserves the right to conduct discussions with any or all respondents, or to make an award of a Contract without such discussions based only on evaluation of the written proposals. LCCC reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated.

LCCC has designated a review committee to evaluate the proposals according to the criteria set forth under this section (see Appendix C). LCCC may make a written determination showing the basis upon which the award was made, and such determination shall be included in the procurement file. LCCC reserves the right to award the Contract based upon what is in the best interest of LCCC, with LCCC being the sole judge thereof.

Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this RFP will be made to that Vendor whose offer conforms to the RFP and it is determined to be the most advantageous, of "best value" to LCCC, in the sole judgment of LCCC.

Proposals shall be evaluated on, but not limited to, the following considerations:

- The quality and range of services the Vendor proposes to provide.
- The extent to which the services meet LCCC needs.
- The Vendor's overall experience, reputation, and expertise.
- Vendor's financial terms offered.
- Responses from references.

A Vendor may be requested to provide a verbal presentation to the LCCC evaluation team. Failure to do so may result in a proposal not being considered. Upon award of Contract(s), successful Vendor will be asked to provide a transition plan and timeline and obtain LCCC's input and concurrence before moving forward.

Contract Award Document

The proposal received from the successful Vendor, along with the RFP, will become an exhibit to the Independent Contractor Agreement (Appendix C) between LCCC and the awarded Vendor and all provisions therein shall be provided by the awarded Vendor in accordance with the requirements of the proposal, unless superseded by the terms and conditions of the Agreement, RFP or any subsequent Amendment(s).

Entire Agreement

The 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 proposals and/or cancel this RFP, all without any obligation to LCCC. LCCC may select a winning bid based on initial proposals received without discussion of such proposals. Accordingly, each proposal must be submitted based on the most favorable terms, from a price and services standpoint, which the Vendor can submit to LCCC. **No Contract award shall exist until the Independent Contractor Agreement (Appendix C) is executed by both parties.**

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

Contractor shall at all times hereunder maintain general liability insurance of not less than \$1,000,000.00 combined single limit coverage, and professional liability insurance of not less than \$1,000,000.00 combined single limit coverage, with the College and its employees listed on each such insurance policy as additional named insureds. Prior to commencement of the term of this Agreement, and thereafter upon reasonable request, Contractor shall provide the College with a Certificate of Insurance reflecting the aforesaid insurance coverage requirements. Contractor shall notify the College in writing within thirty (30) days of any change in said coverage, and within three (3) business days of receiving any notice of termination of said coverage.

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.

SCOPE OF SERVICES/PROPOSAL CONTENT

Job Overview:

- Provide athletic training services to collegiate athletes to ensure their safety and well-being during sports activities.
- Collaborate with coaches, medical staff, and other involved parties to develop injury prevention strategies and rehabilitation plans. Provide athletic physicals for potential student-athletes.

On-Field Responsibilities:

- Attend practices, games, and competitions to provide immediate assessment and treatment of injuries or illnesses occurring during these events.
- Evaluate and manage potential head injuries, including concussion protocols.
- Administer emergency first aid when necessary and coordinate further medical attention if required.
- Ensure proper taping, bracing, and protective gear are utilized by athletes to prevent injuries.
- Oversee warm-up routines, stretching techniques, and conditioning exercises to maintain peak performance and prevent injuries.

Injury Evaluation and Treatment:

- Conduct initial evaluations of athlete injuries, documenting symptoms, and assessing the severity.
- Develop and implement individualized treatment plans focusing on timely recovery and safe return to play.
- Utilize therapeutic modalities such as heat, cold, electrical stimulation, and ultrasound for pain relief and tissue healing.
- Supervise rehabilitation exercises, providing guidance and support throughout the process.
- Coordinate referrals to specialists (e.g., orthopedists, physical therapists) as needed for further evaluation or advanced treatments.

Health and Wellness:

- Educate athletes about nutrition, hydration, sleep, and healthy lifestyle habits to optimize athletic performance and overall health.
- Monitor and address general medical concerns, such as illness, allergies, asthma, or chronic conditions affecting an athlete's sporting abilities.
- Implement preventative measures against communicable diseases and promote good hygiene practices among athletes.

Record Keeping and Communication:

- Maintain accurate medical records, including injury reports, treatment plans, progress notes, and insurance documentation.
- Communicate regularly with coaches, and medical staff to provide updates on the status of injured athletes.
- Attend team meetings to discuss injury prevention measures, upcoming health concerns, and recommendations for improving athlete wellness.

SERVICE LEVELS

SERVICES

The Provider’s service will include one (1) licensed, Nationally-certified Athletic Trainer to work on-site at the Schnecksville campus of the College. Anticipated hours for coverage are anticipated to be forty (40) hours/week.

The Athletic Trainer will provide training, practice, and game coverage for all scheduled varsity sporting events, Monday through Friday, on regular, in-class days and for games and/or practices scheduled on weekends.

There are currently four (4) Men’s and four (4) Women’s sporting events as follows:

Men:

Baseball	Months: January – May
Basketball	Months: October – March
Golf	Months: January – May
Soccer	Months: August - November

Women’s:

Basketball	Months: January – May
Soccer	Months: August - November
Softball	Months: January – May
Volleyball	Months: August – November

Definition of an Athletic Trainer is an allied health professional who has obtained a college/ university undergraduate degree; fulfilled the certification of the National Athletic Trainers' Association, Inc.; and passed the NATA certification examination administered by the NATA Board of Certification.

RESPONSIBILITIES OF THE TRAINER

- In coordination with the College's Athletic Director and Health Center, the Athletic Trainer will supervise the organization and management of the athletic training room.
- Accurate records will be kept by the Athletic Trainer on all athletes referred to, evaluated, or treated by the Athletic Trainer. Records will be kept in the Athletic Director's office and Health Center, or a designated office on a strictly confidential basis.
- When indicated, the Athletic Trainer will refer the student-athlete to the appropriate health care professional only after consultation with, and prior approval from the parents or guardian.
- The Athletic Trainer will communicate and report all student athlete injuries to the appropriate coaches, Athletic Director, and Health Center.
- The Athletic Trainer will be at the competition site during specified game coverage, in its entirety. Priority coverage of simultaneous athletic events will be determined per agreement of the Athletic Director and Athletic Trainer.
- During practice sessions, the Athletic Trainer will coordinate athletic training duties out of the training room at the start of each day and then will proceed to the practice areas.
- In the event the Athletic Trainer is unable to cover the contract, the Provider may substitute an equally qualified Athletic Trainer and/or other clinical staff who will provide services within their scope of practice, so long as they have available staff in advance.
- In the event of an injury sustained by an opposing team player, the Athletic Trainer will provide immediate first aid and injury assessment/care, and if necessary, the Athletic Trainer will follow up with a call to the opposing team player's parent and College.
- The Athletic Trainer is available upon request to provide educational programs throughout the College year. Programs could include, but are not limited to, information provided to coaches, parents, and health classes in regards to prevention/ care of athletic injuries, nutrition, general first aid and/or concussion information for athletes.
- The Athletic Trainer will implement, if so desired by the College, a Student Athletic Trainer Program.
- The Athletic Trainer will be evaluated by the Athletic Director at the conclusion of each year. The evaluation will be confidential and will be provided in writing to the Trainer and his/her supervisor. If at any time during the Term of the Agreement, the College has any concerns with respect to the Athletic Trainer's performance, the College shall immediately discuss the issue(s) with the Trainer and his/her supervisor.

MEDICINE PROGRAMS

- The Athletic Trainer will provide an additional injury evaluation assessment to College athletes at no charge after a courtesy call to our office.
- The Athletic Trainer will have the right to publicize that they provide athletic training services for Lehigh Carbon Community College. Any onsite promotions shall occur only with the prior approval of the Athletic Director.
- The Athletic Trainer will provide ImPact baseline testing and post-concussion follow up testing with a consulting Neurophysiologist to the contact sport athletes of the College, with the help of the College as defined by the *American Academy of Pediatrics Classification of Sports According to Contact* and recommended by ImPact. The contact sports are: Men's and Women's Soccer, Men's and Women's Basketball. Normative data can be used for all other limited contact and noncontact post concussed student athletes. ImPact is a research-based, 20-minute computer test developed to help the Athletic Trainer manage concussion recovery. It can help to determine an athletes' readiness to return to play while protecting them from returning too soon.
- The Athletic Training Service will provide access to an online injury tracking platform to be coordinated with the Athletic Director and College's IT staff, for use by the Athletic Trainer as an online way to record, manage and report athlete information.

RESPONSIBILITIES OF THE COLLEGE

- The College will provide a room, equipment, supplies and equipment maintenance necessary to conduct operations safely and adequately.
- The Athletic Director will provide game and practice schedules for the season, prior to the first day of the season.
- The College understands and agrees that the Athletic Trainer will have final say over whether an injured athlete may resume competition in a practice or game situation, if a physician who is under contract with or acting on behalf of the College is not present.
- All injuries will be screened by the Athletic Trainer. If the Athletic Trainer is not present the coach must notify the Athletic Trainer regarding any injuries within 24 hours or as soon as possible.
- The College agrees to notify the Athletic Trainer of all schedule changes at least 48 hours prior to the event, whenever possible.
- The College shall obtain an “*Authorization for Sports Medicine Services and Consent to Treatment*” (or similarly named form) for each student participating on any sports team or who otherwise uses the services of the Athletic Trainer. Proposer may attach a copy of their proposed form to the RFP response as an Exhibit. Copies of such Authorization Forms shall be placed in the student's record located in the Athletic Director's office, or the athletic training room.
- The College understands and agrees that the Athletic Trainer is supervised by clinical staff at the Service Provider and that the Athletic Trainer will discuss confidential information, as appropriate, with his or her supervisor.
- The College will support the efforts of ImPact testing by agreeing to participate, allowing education of parents, coaches and athletes as well as supplying a computer lab of PCs or MACs in order to schedule supervised baseline testing, and a single computer station to provide supervised post-concussion testing. All computers must have an external mouse and Macromedia Flash Player 10.1 or newer and a broadband internet connection. (Explorer 6.0 and above or FireFox 1.5 or above or Safari for the MAC running OSX 10.2 or above) All other tech requirements will be supplied to the College for preparation prior to testing.
- The College shall obtain the “*ImPact Permission Form*” (or similarly named form) for each contact sport student athlete who is to be tested with the ImPact test. Proposer may include as an Exhibit to the RFP response, proposed language/form. Copies of such “*ImPact Permission Form*” shall be placed in the student's record located in the College’s Health office or Athletic Director’s office.
- The College shall support the efforts of using an online injury tracking platform by supplying a computer or tablet in the Athletic Training room with internet service in order to successfully access the program.

THE SELECTION PROCESS

A. Award of Contract:

- Upon review of proposals, the College will select a single Vendor to provide the services sought within the content of this RFP. The College will award a Contract to the Vendor that submits the best overall proposal, as determined by the College. Negotiations may be undertaken with the Vendor whose proposal is the best overall and whose understanding, qualifications, experience, approach, and financial terms show them to be qualified, responsible and capable of providing the services.
- The Contract awarded as a result of this RFP will be selected based on the most advantageous and best meets the needs of the College. The Contract will not necessarily be awarded to the respondent with the lowest overall cost proposal or lowest overall cost per copy.

B. Selection Criteria:

- Provision of deliverables as noted in the Scope of Services/Proposal Content section on pages 9-10.
- The evaluation committee may conduct conversations with a Vendor to clarify information provided in their proposal. A Vendor will be notified if a clarification interview or presentation is desired.
- Proposals will be reviewed and scored by an evaluation committee on the basis of the criteria identified in the Evaluation Criteria/Contract Award section on page 6.
- The College will make a final selection based on the evaluation committee's recommendation and other factors the College deems to be in its best interest, which factors shall be recorded.
- The evaluation committee will present its recommendation to the Board of Trustees to vote upon as whether to approve or disapprove of the recommendation.
- Once a final decision is announced to the successful Vendor, the College will issue its standard, Independent Contractor Agreement (see Appendix D) to establish the formal, Contractual arrangement with the Vendor.

APPENDIX A

VENDOR'S PROPOSAL FORM

By signing below, I am certifying that I am submitting this proposal as an authorized representative of the below-named Vendor, have thoroughly reviewed and understand the terms and conditions of the RFP, and am submitting the proposal accordingly.

Dated this _____ day of _____, 20____.

Authorized Representative Signature _____

Authorized Representative Printed Name _____

Authorized Representative Title _____

Company Name _____

Company Address _____

City, State, Zip Code _____

Phone Number _____

FAX Number _____

Email Address _____

APPENDIX B

NON-COLLUSION AFFIDAVIT

State of _____:

County of _____: s.s.

I state that I am the _____ (Title) of _____ (Name of Vendor) and that I am authorized to make this affidavit on behalf of my Vendor, and its owners, directors, and officers. I am the person responsible in my Vendor 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 Vendor 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 Vendor 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 Vendor is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Vendor or person to submit a complementary or other noncompetitive proposal.
5. _____ (Name of Vendor) 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 Vendor) 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 Vendor 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 C

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.

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. Contractor shall at all times hereunder maintain general liability insurance of not less than \$1,000,000.00 combined single limit coverage, and professional liability insurance of not less than \$1,000,000.00 combined single limit coverage, with the College and its employees listed on each such insurance policy as additional named insureds. Prior to commencement of the term of this Agreement, and thereafter upon reasonable request, Contractor shall provide the College with a Certificate of Insurance reflecting the aforesaid insurance coverage requirements. Contractor shall notify the College in writing within thirty (30) days of any change in said coverage, and within three (3) business days of receiving any notice of termination of said coverage. **Lehigh Carbon Community College must be named as "Additional Insured"**.

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:

LEHIGH CARBON COMMUNITY COLLEGE

By: _____

Title: _____

Date: _____

SERVICE PROVIDER:

By: _____

Title: _____

Date: _____

SCHEDULE "A"
SCOPE OF SERVICES

SCHEDULE "B"
FEES

