



Lehigh Carbon
COMMUNITY COLLEGE

Request for Bid

**Meeting and Phone Booths -
Rothrock Library**

**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:	May	28, 2024
<u>Mandatory</u> Pre-Bid Walk-Through	June	3, 2024 (9:00 AM – Rothrock Library)
Clarifying Questions Deadline:	June	7, 2024
Bid Due Date:	June	17, 2024
Bid Evaluation:	June	18-21, 2024
Bid Award:	August	1, 2024
Project Commencement:	August	5, 2024
Project Completion	September	27, 2024

Contact Information

Questions concerning the RTB 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. Pre-Bid Walk Through – ***This is mandatory for Vendors planning to submit a response to this RTB.*** Vendors should meet at the Information Services Desk, Lower Level of the Rothrock Library Building, 4750 Orchard Road, Schnecksville, PA 18078
- b. Bid Content –
 - Appendix A – Vendor’s Bid Form
 - Appendix B – Specifications & Cost Bid Form
 - Appendix C – Non-collusion Affidavit
 - 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 June 17, 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 bid must be in a sealed envelope marked “**RTB – Meeting and Phone Booths - Rothrock Library**”. Electronic files will not be accepted. 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

Appendix D – Independent Contractor Agreement

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. 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.
3. 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.
4. 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.
5. 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.
6. Questions regarding the RTB process should be emailed to jhardenberg@lccc.edu by **11:00 a.m., EDT, June 7, 2024**. 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.
7. 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.
8. 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.
9. 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 Document

The bid received from the successful Vendor, along with the RTB, will become an exhibit to the Independent Contractor Agreement (Appendix D) between LCCC and the awarded Vendor 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 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 award shall exist until the Independent Contractor Agreement (Appendix D) 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

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 B

(5) OFS Room Standard Meeting
Rooms -<https://ofs.com/products/soft-architecture/architectural-structures/room-s>

(1) OFS Room Phone Booth – R-PHBTH-LIGHT-D <https://ofs.com/products/soft-architecture/architectural-structures/room-phone-booth>

Meeting Booths Materials Total Cost:	\$ _____
Phone Booth Materials Total Cost:	\$ _____
Installation Labor Total Cost:	\$ _____
Shipping Total Cost:	\$ _____
Total Project Cost:	\$ _____

**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
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