



Request for Proposal
for
LCCC Climate Study RFP

Proposal Due Date: September 7, 2022 by 2 PM

4525 Education Park Drive
Schnecksville, PA18078
610-799-2121

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Introduction

Lehigh Carbon Community College (LCCC) is initiating a process for the selection of a vendor to provide the College with “Climate Study.” The College is requesting written responses to this proposal. The proposals are due on September 7, 2022. Proposals will not be accepted after that date.

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

All parties interested in providing services requested in this proposal must fulfill the requirements defined herein and accept terms and conditions as stated in the college’s “Independent Contractor Agreement.” (Sample included for reference only)

Timeline

Date of Issue:	July 9, 2022
Clarifying Questions Deadline	August 4, 2022 by 12 noon
Proposal Due Date	September 7, 2022 by 2 PM
Review process of proposals	December 2022
Award contract-Tentatively	January/February 2023

Note: Activities to launch the study begin spring 2023 with data collected through December 2023, and all project deliverables received by February 2024.

Contact Information

Questions concerning the RFP should be directed to:
Susan Lindenmuth, Purchasing & Contracts Manager slindenmuth@lccc.edu
Phone: 610-799-1151
Fax: 610-799-1566

General Instructions for Proposal

- a) Proposal Content-A completed proposal must contain the following:
 - Appendix A-Requirements of Proposal (responses required)
 - Appendix B-Proposal Form-completed by an individual authorized to bind the vendor. All proposals submitted without proposal form may be deemed inadequate.
 - Appendix C-Non collusion Affidavit

Submission of Proposal

Written proposals are to be received by September 7, 2022 by 2PM at the office of the Purchasing & Contracts Manager, Lehigh Carbon Community College, 4525 Education Park Dr., Schnecksville, PA 18078, (Attention: Ms. Susan Lindenmuth). Three (3) paper copies & one (1) thumb drive of the proposals must be in a sealed envelope marked “Climate Study Proposal.”

General Information

Lehigh Carbon Community College is a community college with the main campus in Schnecksville, Pa., and sites in Tamaqua and Allentown, Pa. Classes in the aviation program are offered at the Lehigh Valley International Airport. The college was founded in 1966 and offers associate's degrees and certificates, as well as workforce training and community education.

Whether students are taking their first two years of their bachelor's degree, preparing for immediate employment or just exploring a new interest, LCCC offers programs for everyone, including more than 90 degrees, certificates and specialized programs.

The college serves more than 10,000 credit and 4300 noncredit students annually and employs more than 260 full-time staff, administrators and faculty, and more than 580 part-time employees and adjunct faculty.

Appendix A
Scope of Work
Climate Study RFP

Background

Since its inception in 1966, Lehigh Carbon Community College has touched thousands of lives. From associate's degrees and certificates to workforce training and community education, LCCC's influence in the region has been profound. 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. In addition to academics, programs include custom training for business through the Center for Leadership and Workforce Development. LCCC has four locations. All are commuter only – main campus in Schnecksville, with sites in Allentown (Donley Center), in Tamaqua (Morgan Center) and the Lehigh Valley International Airport.

The region of PA served by LCCC has grown increasing diverse in race and ethnicity through the years. Since 2018, the U.S. Department of Education has recognized LCCC as a Hispanic-Serving Institution (HSI), with at least 25 percent of the student body identifying as Hispanic/Latino. The LCCC Fall 2021 Facts & Figures Handbook, published by the college indicates a total of 6,325 students (32% FT; 68% PT). Race/ethnicity includes 55.49% who identify as White/Caucasian, 26.99% Hispanic, 7.56% Black or African America, 3.98% Multi-Race, 2.92% Asian/Pacific Islander, 1.28% Other, 1.11% Unknown, 0.49% American Indian/Alaskan Native, and 0.17% Non-Resident Alien.

In May 2022, LCCC Office of Human Resources (HR) reported a total of 679 employees, including 80 full-time faculty (instructional), 195 FT (non-instructional, including FT admin/FT service faculty/FT classified staff), 404 PT staff. Race/ethnicity among employees includes 92.2% who identify as White/Caucasian, 2.9% Black or African American, 2.7% Hispanic, 1.9% Asian/Pacific Islander, 0.4% American Indian/Alaskan Native.

The college does not currently maintain data for students or employees regarding additional social identities and/or intersectional dimensions that may impact their experience and development at LCCC. This includes non-binary gender identities, sexual orientation, disabilities (for which accommodations are not requested), first generation to college, student parents, income levels (if not applying for financial aid) and basic needs (food, housing, health care). The college has limited data from programs currently in place to support students, such as Aspira (first year experience designed for students who identify as Hispanic/Latinx), SEED (Success, Engagement, Education, Determination: program to support students with disabilities), Food Pantries and Community Resource Referral. The HR Office has limited data from employee usage of assistance programs made available through HR and health insurance partners.

The college's mission is to provide affordable, accessible and high quality education. In recent years, the college has increasingly focused efforts to create and sustain a college culture that fosters inclusive excellence, sense of belonging, and celebrates diversity. The college's goals include strategies to address equity, inclusion and belonging gaps for students and employees, while building upon identified strengths. Those strategies include conducting a comprehensive

climate study to more strategically guide efforts moving forward.

Goals

Lehigh Carbon Community College is seeking a consulting agency partner to conduct a comprehensive climate study that will assist the college in two ways:

- Deepen understanding of the perceptions of students and employees of LCCC relative to equity, inclusion and belongingness, and
- Provide a roadmap to prioritize and guide development of strategies to address identified inequities, strengths and challenges for students and employees.

Project Elements

The successful vendor will conduct a Comprehensive Climate Study as indicated below. Contract to be tentatively awarded in February 2023. Activities to launch awareness of the study to be conducted during the spring 2023 semester (February-May) in preparation for completion of data collection activities during fall 2023 semester (August- December). All project deliverables submitted by February 2024.

Comprehensive Climate Study

Lehigh Carbon Community College seeks a consultant to conduct a comprehensive climate study that includes students, faculty, administrators and staff. The study is to begin February 2023 with all activities completed by February 2024, as indicated in the previous paragraph. The college has not previously engaged in this kind of study. This work will provide baseline data to benchmark perceptions of students and employees of LCCC relative to equity, inclusion and belonging. The data results will deepen understanding and provide insight to guide the college's immediate and ongoing efforts to enhance/honor equity, inclusion and sense of belonging for the multiple identities and multiple dimensions of personhood of our students and employees.

Methodologies should include collection of both quantitative and qualitative data. The aggregate and disaggregated data results should broaden and deepen understanding, as well as, facilitate strategic planning to address identified strengths and challenges.

Proposals should include a plan, from concept to completion, including design, development, communications, implementation, data reporting and recommendations for the college to achieve the aforementioned objectives, taking confidentiality and accessibility into full consideration.

Proposals should specify the approach and rationale for how each constituent group of the college will be included in the study

The college has an Office of Institutional Research with a very small staff, thus it is critical that all data provided is in aggregate and disaggregated report form that can be easily understood and interpreted by stakeholders, without additional manipulation.

The successful consulting agency will primarily work with a small team of individuals identified by the college executive leadership to assist with preparation and implementation of the study.

Proposals should include a breakdown of fees for each element of the study.

Proposals should include examples of communications, surveys, focus group/interview designs, other tools to be utilized in the study, as well as report deliverables.

Proposed plans should include a timeline for completing each element and providing all deliverables.

Requirements – Please specify the following:

Experience conducting climate studies for commuter Community Colleges. Provide names of the community colleges with whom you recently conducted such a study. Include a brief summary of the work conducted and outcomes.

Plan to incorporate college input in design, implementation, and outcomes sought.

Communications plan to inform/prepare all college constituents for the study to be conducted, and encourage engagement in related activities.

Protocols to ensure confidentiality of all participants, while capturing the data needed to ensure a meaningful study.

Assessment products, standardized and customized assessments to be utilized in the study. Attach examples.

Populations, identities and intersectional dimensions to be included for the study.

Climate factors to be assessed.

Plan for administering each element of the proposed study, including costs and timeline.

College resources needed to support the proposed plan, including technology and personnel.

All data reports provided for the climate factors assessed, aggregate and disaggregate. Attach examples.

Recommendations provided to institutions based on the study's results. Attach examples.

Criteria for Evaluation

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

1. Understanding of and ability to meet stated goals and objectives
2. Experience in higher education and community colleges in particular is preferred.
3. A creative vision to address LCCC challenges and strengths.
4. Understanding of community college challenges.
5. Proposed project schedule with a history of meeting project deadlines and successfully completing contracts of this type.
6. Background, credentials and expertise of assigned project team.
7. Deep knowledge and experience in climate study best practices.

Proposal Should Include:

Structure the proposal to respond to the following:

- Provide an overview of your company, including full contact information, years in business, expertise of principals, any awards and accolades, and successful projects and products.

- Summarize the resources you would assign to your relationship with LCCC.
- Provide information on members of the team who will be assigned the project, including background and experience on similar projects related to scope of work.
- **Submit a completed VPAT for proposed survey tool(s).**
- List any prior or current clients in the higher education field (experience does not have to be in higher education, but showing similarities will be helpful). You may be asked to provide references from these clients.
- Specify the compensation method (project by project; retainer; lump sum; hourly, etc.) and proposal costs.
- Submit pricing chart with proposed price for contract requirements. Include ala carte pricing, if appropriate.
- Include relevant examples of work for equivalent clients.
- Explain how projects will be tracked and managed – project management software or other.
- Include a minimum of three references with contact information.
- Proposals must be limited to 25 pages, excluding references and resumes.

Pricing Chart

Please include your proposed price for each of the following requirements. Provide a proposed price for any other functionality or service your company can provide that is not included in the scope of work, and include a description of those services in the proposal report.

Pricing Chart						
RFP for Conducting Climate Study						
Costs by Methods/Populations Studies						
PRICING BY PROPOSED *METHODOLOGIES						
		Quantitative	Qualitative			
**POPULATIONS OF STUDY		Survey	Focus Groups/Interviews	Other	<u>TOTAL</u>	
Students						
Faculty						
Administrators						
Support Staff						
Other						
<u>TOTAL</u>						
*Methodologies cost to include planning, preparation, data collection, data organization and data report preparation.						
** Populations to include all college sites, full time and part time students and employees.						

Project Deliverables

Climate Study conducted, data collected and organized for aggregate and disaggregated analysis. Data results, outcomes and summary reports provided, with recommendations for strategic planning consideration. Must include both a preliminary report (75% complete) and then final report. Please include these in your timelines in the proposal.

Appendix B
Vendor Proposal Form

TO: LEHIGH CARBON COMMUNITY COLLEGE

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

COMPANY NAME: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

PHONE NUMBER: _____

Verify receipt of:	Addendum No. _____	Date Received _____
	Addendum No. _____	Date Received _____
	Addendum No. _____	Date Received _____

Checklist: Responses to Requirements of Proposal
Vendor Proposal Form
Non-collusion Affidavit

Appendix C
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 price(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 noncompetitive 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

INDEPENDENT CONTRACTOR AGREEMENT

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

BACKGROUND

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

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

WHEREAS, Contractor is willing to provide XXXXXXX 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 XXXXXXXX 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 XXXXXXXXX and end on XXXXXXXXX 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.

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:

CONTRACTOR:

By: _____

Title: _____

Date: _____

SCHEDULE "A"
SCOPE OF SERVICES

SCHEDULE "B"
FEES