



**Lehigh Carbon**  
**COMMUNITY COLLEGE**

**Request for Bid**

**For**

**Courier Service**

**July 1, 2022-June 30, 2023**

Advertised: February 28, 2022  
Question Deadline: March 15, 2022  
Bid Due Date: March 21, 2022

**4525 EDUCATION PARK DRIVE**

**SCHNECKSVILLE, PA 18078**

**610-799-2121**

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## Introduction

Lehigh Carbon Community College is soliciting bids for “Courier Services” to multiple LCCC campuses and post office deliveries.

Vendors are required to submit written bids that represent the vendor’s qualifications and understanding of the courier service specifications. The vendor’s bid should be prepared simply and economically and should provide all information it considers pertinent to its qualifications for the specifications listed herein. Emphasis should be placed on completeness of product offered and clarity of content.

The bid shall be enclosed in a sealed envelope identified as follows: “**Sealed bid for Courier Services.**” Electronic bids are not accepted.

The bid must be submitted no later than 2 PM on March 21, 2022, directly to Susan Lindenmuth at the following address:

Lehigh Carbon Community College  
Attn: Susan Lindenmuth  
Purchasing & Contracts Manager  
4525 Education Park Dr.  
Schnecksville, PA 18078

Questions regarding the bid should be emailed to [slindenmuth@lccc.edu](mailto:slindenmuth@lccc.edu) until March 15, 2022 @ 2PM.

### **General Instructions for Bid**

1. **Bid Content**-A completed bid must contain the following:
  - *Bid Form & Signature Page of Bidding Instructions*-the bid form and signature page must be completed and signed by an individual authorized to bind the vendor. All bids submitted without the bid form and signature page may be deemed inadequate.
  - *Noncollusion Affidavit*
2. **Bid Award**- The Board of Trustees will accept the bid of the lowest responsible bidder when the kinds and quality of supplies and equipment offered or services are the same or are equal, but they reserve the right to accept or reject any or all bids or to cure any non-material oversight and to award the bid in the best interest of Lehigh Carbon Community College as judged by the Board of Trustees.
3. **Basis of Payment**-Payment will be made to the vendor within 30 days upon receiving the invoice.

## SCOPE OF SERVICE

### **PURPOSE**

Lehigh Carbon Community College (LCCC) is issuing this bid specification, to solicit bids from a qualified courier service vendor for the provision of services delivering mail and other materials to and from designated locations within the college's locations in Schnecksville, Allentown, Tamaqua, Lehigh Valley Postal Facility in Bethlehem, PA and to the Schnecksville Post Office. The purpose is to select one vendor to award a separate Independent Contractor Agreement to commence services effective July 1, 2022 through June 30, 2023 reserving the right to extend the contract an additional one-year renewal upon an agreement of any increase in pricing. Interested and qualified courier vendors who meet the requirements as set forth in these specifications may submit a bid.

### **SCOPE OF SERVICE**

Scope of work is to include the following:

- Daily delivery to Lehigh Carbon Community College off-campus sites, in addition to, delivering the USPS mail to the Schnecksville Post Office.
  - **NOON:** Pickup mail at LCCC Main Campus, 4525 Education Park Drive, Schnecksville, PA  
Delivery and pickup of mail to LCCC Allentown, 718 Hamilton Street, Allentown, PA 18101  
Delivery and pickup of mail to LCCC Tamaqua, 234 High Street, Tamaqua, PA 18252
  - **2:30 PM:** Return to Schnecksville Campus with deliveries and pickup of outgoing mail
  - **2:45 PM:** Delivery to Schnecksville Post Office, 4709 Route 309 Schnecksville PA 18078
  - **Wednesday (2) Additional Delivery and Pick Up Locations:** Include all daily campus deliveries and pickups. In addition:
    1. **LCCC Sheller Center**, Shine Office, 301 Van Gelder St, Tamaqua, PA-Delivery and pickup which would be under separate billing to the SHINE Office. NOTE: Separate dollar amount on vendor proposal form.
    2. **LCCC Airport site** 600 Hayden Circle, LV International Airport, Allentown, PA-Delivery and pickup
- Bulk mailings will require an extra delivery, as requested, to Lehigh Valley Postal Facility, 17 S Commerce Way, Lehigh Valley, PA 18002 on an as needed basis.
- The prospective courier provider will ensure that all parcels/documents are delivered to the intended recipient and furnish proof of delivery to LCCC on a monthly basis.
- The prospective courier will use their vehicle (preferably a minivan or larger car) for transporting deliveries, carrying valid and up-to-date vehicle registration and proof of insurance of \$1,000,000.
- The prospective courier will be an independent contractor and not an employee of the College, and will be required to sign an Independent Contractor Agreement (sample attached).

- Estimated Mileage (one-way)

Schnecksville to	Allentown	11.4
Allentown to	Tamaqua	38.5
Tamaqua	Schnecksville	25.2
Schnecksville to	Schnecksville Post Office	_.8
<b>Total Regular Run</b>		<b>75.9</b>
*Allentown to	Airport	4.8
*Airport to	Tamaqua	40.2
*LCCC Tamaqua to	SHINE Office Tamaqua	.06
<b>Total Wednesday Run</b>		<b>120.96</b>
Schnecksville to	Lehigh Valley Postal Facility	17.3

*\*Wednesday deliveries only*

Provide to the college any other functionality or service your company can provide that is not included in this proposal.

- Weekly billing requested. The College will advise of closing, delayed opening, and holidays that would alter or cancel pickups and or deliveries.

LEHIGH CARBON COMMUNITY COLLEGE  
4525 EDUCATION PARK DRIVE  
SCHNEECKSVILLE, PENNSYLVANIA 18078-2598  
GENERAL BIDDING INSTRUCTIONS

All bids must be signed and submitted in a sealed, opaque envelope plainly marked on the outside “**(Courier Services)**” to Susan Lindenmuth, Purchasing & Contract Manager, Lehigh Carbon Community College, 4525 Education Park Dr., Schnecksville, PA, on or before March 21, 2022 at 2PM ET.

BIDS ARE TO BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING GENERAL BIDDING SPECIFICATIONS:

1. Bids will not be considered unless properly made and signed by the bidder.
2. Bids should be either typewritten or written in ink. Bids submitted in **pencil** may be rejected.
3. Changes, alterations, or interlineations in the bid by the bidder may, at the discretion of the Board of Trustees of the Lehigh Carbon Community College, void this bid entirely or that part which has been changed, altered, or interlined.
4. (a) **Bids must show unit price and total price for each item specified (if applicable). The total price bid must be stated on the “Calculation Bid Form” which is provided with the bid pack.** Where the figures are irreconcilable, awards will be made on the basis of unit prices.
- (b) It is to be understood by the bidder that the Board of Trustees of the Lehigh Carbon Community College may make its award for one or for more than one of the articles set forth in these specifications. The Board will accept the bid of the lowest responsible bidder when the kinds and quality of supplies and equipment offered are the same or are equal, but they reserve the right to reject any and all bids or select a single item from any bid.
- (c) The quantities specified are only indicative of the probable amount to be required by the Lehigh Carbon Community College for the current fiscal year and the Board of Trustees hereby grants to the successful bidder who is awarded a contract under this schedule, the privilege of furnishing additional items needed throughout the same fiscal year for which bidder was awarded contract at the same or current market price whichever is lower.
5. (a) All bids for **construction, reconstruction, repair, demolition, and/or alteration** shall be accompanied by a bond with corporate surety or certified check in the amount of ten (10) percent of the amount of the bid, as set by the Board of Trustees.
- (b) The bidder to whom the **construction, reconstruction, repair, demolition, and/or alteration** contract is awarded shall furnish bonds to guarantee the performance of the contract and payment of labor and materials. Such bonds shall be in compliance with Public Works Contractors' Bond Law of 1967 (3 P.S. 191-202). Failure to furnish such bonds shall automatically void the contract award.
- (c) All bids for **construction, reconstruction, repair, demolition, and/or alteration** shall be bid at Pennsylvania Prevailing Wages. Pennsylvania Prevailing Wage Act of 1961, P.L. 987, No 442.
- (d) All bids for **construction, reconstruction, repair, demolition, and/or alteration** where the estimated cost of the total project is in excess of \$25,000, shall be required to provide a verification form (EVP) to the College acknowledging compliance with the Public Works Employment Verification Act signed into law on July 5, 2012. The verification form (EVP) is provided by the Secretary of General Services of the Commonwealth, acknowledging their responsibilities under and compliance with the Act.

6. INSURANCE REQUIREMENTS for **construction, reconstruction, repair, demolition, and/or alteration.**

Effective as of the date Contractor is to commence Services to be performed under the contract and continuing until all authorized Services have been fully and completely performed by Contractor, Contractor shall provide and maintain in full force and affect the following minimum insurance coverage as evidenced by Insurance certificates, which shall be furnished to Lehigh Carbon Community College in advance of beginning the Services. Such insurance coverage shall be placed with or carried by insurance carrier or carriers with an A.M. Best Rating of "A" or better, and Lehigh Carbon Community College may elect to require certified copies of the policies in lieu of, or in addition to, certificates of insurance.

- a) Pennsylvania Statutory Workers Compensation and Occupational Disease Insurance
  - a. Also Employers Liability Insurance in the minimum amount of \$500,000 Each Accident /\$500,000 Disease – Each Employee / \$500,000 Disease – Policy Limit.
- b) Business Automobile Liability Insurance including all owned, hired and non-owned automobiles used by or on behalf of Contractor. Minimum \$1,000,000 combined single limit for each occurrence, including bodily injury and property damage.
- c) Commercial General Liability Insurance against claims for bodily injury, death of and/or property damage to third parties with a minimum of \$3,000,000 each occurrence. At a minimum, such insurance shall provide coverage for premises-operations, products-completed operations, and contractual liability.
- d) Excess/Umbrella Liability coverage may be used in conjunction with primary coverage to attain required limits of this contract.

Contractor shall assume the risk of loss or damage to all property or equipment furnished by Contractor. Contractor waives Contractor's right of recovery against Lehigh Carbon Community College and agrees that all insurance policies covering such property or equipment shall be endorsed to affect such waiver.

Contractor's commercial general liability insurance policy shall be primary and non-contributory to Lehigh Carbon Community College's insurance. Lehigh Carbon Community College shall be named as an Additional Insured under Contractor's commercial general liability insurance policy.

Contractor shall waive any rights of subrogation it may have, either at law or in equity, related to or resulting from Lehigh Carbon Community College and hereby agrees as part of the award of the contract, to obtain the same waiver of any rights of subrogation, either at law or in equity, related to or resulting from Lehigh Carbon Community College, from each insurance company issuing Contractor an insurance policy pursuant to the terms hereof.

For all applicable purposes herein, Contractor shall also mean and include Sub-Contractor(s).

7. The bidder agrees, if awarded the contract, to furnish and deliver the said articles at such times, at such places, and in such quantities as directed by the designated representative of the Lehigh Carbon Community College and shall be subject to the inspection and approval of the said designated representative. The awarding of bids by the Board of Trustees of Lehigh Carbon Community College shall authorize the Vice President for Finance & Administrative Services to execute necessary contracts; but such awards are, nonetheless, qualified by the needs of the College and shall not become final as to any item or amount until purchase orders are issued by the College, the College reserving the right to decide on items and amounts needed after the bid is awarded. In the event any of said articles shall be rejected as unsuitable or not in conformity with these specifications such articles shall at once be removed and other articles of proper quality as set forth in these specifications shall be furnished in place thereof at the expense of the successful bidder.
8. As part of the award of the contract, in the event that the successful bidder shall neglect or refuse to furnish and deliver the said articles or any part thereof as provided in these specifications or to replace any which are rejected as stated in the preceding paragraph, the bidder authorizes and empowers the Board of Trustees of the Lehigh Carbon Community College to purchase articles in conformity with the contract from such party

or parties in such quantities and in such manner as it shall select at the expense of the successful bidder, or to cancel the contract, reserving to itself nevertheless all rights for damages which may be incurred by the Board.

9. The bidder agrees that if awarded the contract, bidder will not assign, transfer, or sublet it.
10. The bidder agrees that if awarded the contract, bidder will not assign or transfer in whole or in part any rights or privileges which may accrue to bidder under the terms of the contract or any money which may become due to bidder there under.
11. Inasmuch as the Community College is not subject to Federal or State taxes, the bid shall not include these taxes. A Commonwealth of Pennsylvania, Department of Revenue, Bureau of Sales and Use Tax, "Blanket Exemption Certificate" will be furnished by the College upon request of the bidder.
12. Where the invitation for bids describes or specifies a particular article, alternate bids covering articles equal in all respects are permitted, unless otherwise stated. Where an invitation specifies an article by name and the bidder intends to furnish another article which bidder considers equal thereto, in every such instance the name and grade of the equivalent must be specified in the bid, otherwise no substitution will be allowed.
13. If requested by the College, samples must be furnished to the College for evaluation when an alternate item is bid. All samples must be supplied and returned at the bidder's expense.
14. The bidder does hereby agree that, if awarded the contract under these specifications, bidder will indemnify and save harmless the Lehigh Carbon Community College, its officers, members of the Board of Trustees, and their respective assistants from all suits and actions of every nature and description brought against them or any of them growing out of any contract or contracts, written or verbal, entered into between the Lehigh Carbon Community College and the successful bidder, and further that upon the awarding of the contract to the undersigned bidder in accordance with these specifications this agreement of indemnification shall automatically become effective.
15. Vendors submitting bids for construction, reconstruction, repair, demolition, and/or alteration may be required to read and sign a Contractor's Waiver of Liens if awarded the contract. However, failure to read and sign Contractor's Waiver of Liens, if required, will void the contract award."
16. The Board of Trustees of the Lehigh Carbon Community College reserves the right to accept or reject any or all bids and to award the bid in the best interest of the Lehigh Carbon Community College as judged by the Board of Trustees.
17. The singular as used herein shall include the plural, the masculine shall include the feminine and neuter; "articles" as used herein shall include supplies, materials and equipment, and all incidental work and labor if the same is contemplated in these specifications.
18. **Security Policies**

#### Alcoholic Beverage and Narcotics Policy

Alcoholic beverages are prohibited on campus at all times regardless of your age. If you are caught with alcohol on campus, it will be confiscated, and you will be asked to leave the campus. Students caught with alcohol on campus will have their I.D. taken. They will then pick up their I.D. at the Student Services Office. The Dean of Students will issue the necessary sanctions which may include fines, community service work, suspension or expulsion from all college activities, along with the possibility of criminal charges.

All illegal narcotics are prohibited on campus and at all college-sponsored events. Anyone caught possessing, transporting, or selling a controlled substance is in violation of both college and state laws. College sanctions include fines, community service work, and expulsion from all college activities, along with the possibility of criminal charges. The Pennsylvania State Police may also be summoned. As a result, criminal charges are possible.



Firearms/Weapons Policy

Firearms, or any type of weapons, are prohibited on college property. This includes the main campus as well as our satellite sites. Any violators to this policy will be turned over to the Dean of Students and the Pennsylvania State Police. As a result, criminal charges are possible.

The general bidding instructions consist of four (4) pages as noted in lower right page footer. The undersigned bidder certifies to have read every page and offers to furnish the articles specified and to perform all incidental work contemplated herein, to the Lehigh Carbon Community College in exact accordance with these specifications and at the prices stated.

Name of Vendor \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

**Tabulation Bid Form**  
**March 21, 2022 2PM**  
**COURIER SERVICES**

We, \_\_\_\_\_, hereby propose and agree to furnish and deliver the Courier Services according to specifications.

Addenda: The undersigned has thoroughly examined any and all Addenda (if any) issued during the Bid period and are thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (List all addenda).

\_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Costs related to bid specifications: \$ \_\_\_\_\_

Costs related to (SHINE OFFICE): \$ \_\_\_\_\_

Costs related to extra delivery (Bulk Mailings) \$ \_\_\_\_\_

Check List:

Bid Form  
 Signature on Lehigh Carbon Community College's Bidding Instructions  
 Non-collusion affidavit

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature of Authorized Person submitting bid: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**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 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 XXXXX, of XXXXX (the “Contractor”).

### BACKGROUND

**WHEREAS**, Contractor has extensive expertise and training inXXXXXX; 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 XXXXXXXX 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**