



Lehigh Carbon
COMMUNITY COLLEGE

4525 Education Park Drive
Schnecksville, PA 18078

Request for Proposal

For

**Cleaning Services at
Donley Center and
Airport Site**

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Introduction

Lehigh Carbon Community College is soliciting proposals for a one (1) year contract for cleaning services at its LCCC Donley Center and Lehigh Valley International Airport sites in Allentown, PA.

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

Your sealed proposal must be submitted no later than 2:00PM on November 3, 2023, directly to the Purchasing & Contracts Manager at the following address:

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

No electronic files will be accepted.

Email jhardenberg@lccc.edu with any questions. Questions concerning this proposal will be accepted until October 27, 2023.

Advertisement:	October	11, 2023
Walkthrough deadline:	October	27, 2023
RFP due date:	November	3, 2023
Contract period:	January	1, 2024 to
	December	31, 2024

General Instructions for Proposal

a) **Proposal Content**-A completed proposal must contain the following:

- *Vendor Proposal Form & Cost Proposal Form*-the vendor proposal form (Appendix A) and cost Proposal Form (Appendix B) must be completed and signed by an individual authorized to bind the vendor. All proposals submitted without both forms may be deemed inadequate.
- *References*-Proposals shall include a list of three (3) current client references including name, address, phone number, email address and contact person.
- *Certificate of Insurance*
- *Non collusion affidavit*

b) **Proposal Award**-It is the intent of the College to accept the lowest responsible proposal, provided it has been submitted in accordance with the proposal documents. If a proposal is selected it will be the most advantageous regarding price, quality of service, the vendors qualifications and capabilities to provide the specified service, and other factors which the College may consider. The College reserves the right to accept or reject any or

all proposals. Proposals will be approved publicly at a scheduled Board of Trustees meeting. An Independent Contractor Agreement (refer to Appendix D) will be issued by LCCC in order to establish a binding contract with the successful vendor.

- c) **Term and Renewal**-The term of the Contract shall be for one (1) year unless terminated by either party for noncompliance of terms set forth in the Contract. The contract may be cancelled by either party, for any reason, upon 90 days written notification from one party to the other. Term begins on January 1, 2024 through December 31, 2024.
- d) **Basis of Payment**-Payment will be made to the contractor within 30 days upon receiving the contractor's monthly invoice. The invoice should state the date of service and amount for each site.

Cleaning Specifications

These specifications outline the requirements for cleaning services. A list of sites, address and approximate square footage is outlined to assist you in your proposal.

A walkthrough can be scheduled by appointment to view the sites beforehand. Contact Joe Benulis at 610-799-1519.

A. Individual Sites

Airport-- Approximately 1,200 sq. ft.
Lehigh Valley International Airport
600 Hayden Circle
Allentown, PA 18109

Allentown Site (Donley)—Approximately 55,000 sq. ft.
718 Hamilton Street
Allentown, PA 18101-2496

Contractor will be responsible for the following:

- A. All supervision of staff.
- B. All payroll and taxes.
- C. All insurances.
- D. Cleaning supplies
Exception: Paper products, trash liners, sanitary napkins and hand soap.
- E. M.S.D.S. File to be provided to the main office at each site.
- F. Cleaning must be done after 10 PM or agreed hours to benefit the schedule of the College. See daytime porter hours at airport site on Tuesday and Friday.

Daily Requirements

- A. Restock paper products, hand soap and sanitizer products.
- B. Dry mopping of all tiled floors and wet mop spills, stains, and wet footprints.
- C. Vacuum all traffic areas and mats.
- D. Remove all trash and replace liners as needed to include recycling.
- E. Spot clean as needed to include graffiti on stalls.
- F. Clean all entrance glass.
- G. Security of building ensuring doors are locked and secured.
- H. Dusting of counters, cabinets and cleared desks.
- I. Clean and sanitize water fountains.
- J. Clean all white boards, black boards, and surrounding areas.
- K. Sanitize and disinfection of all rest rooms to include toilet bowls, urinals, hand basins, partitions, walls/tiles, paper dispensers, glass and mirrors. Sanitize sanitary napkin receptacles and dispose of properly. Damp mop and sanitize flooring.
- L. Nursing areas—clean and disinfect counters and case work.
- M. Elevators—Clean and sanitize.
- N. Clean all lounge areas to include vending machines and microwave ovens.
- O. Clean all entrance ways.
- P. Police grounds for litter and cigarette butts.
- Q. Stairwells—flooring clean and free of all debris.
- R. Sanitize Fitness Equipment where applicable.
- S. Sanitize all other high-touch areas such as elevators, handrails, doorknobs, and push bars.

Weekly Requirements

- A. Clean glass partitions, display cases, and all interior window/door glass.
- B. Spot clean finger marks and smudges on walls, door facings, and doors.
- C. Vacuum all carpeting.
- D. Edge vacuum all carpeting.
- E. Damp mop all tile floors to include stairwells.
- F. Dusting (low dusting all flat surfaces below 5')
- G. Clean all window treatments.
- H. Remove all cobwebs (high and low).
- I. Stairwells – dusting handrails.
- J. Sanitize all floor drains and pour at least one gallon of water down the drains.
- K. Dust all air vents (high and low).
- L. Sanitize desktops.
- M. Sanitize doorknobs, door pulls, and operations.
- N. Sanitize all trash and recycling cans.

Monthly

- A. Dust exterior of overhead light lenses, pipes, venetian blinds, over doorways, hanging light fixtures, and connecting/horizontal wall surfaces (high dust above 5').
- B. Burnish floors and hallways

Seasonal

- A. Salt removal in halls and classrooms

Special Conditions

A. Porter Service

- Donley Center 6 hours daily 11 AM-5 PM or as needed.
- This person to handle the following:
 - Cleaning assignments.
 - Set-ups as needed.

B. Science Labs

- Counters to be cleaned by College.

C. Airport Site

- Twice a week cleaning Tuesday and Friday completing the specifications outlined above.

**Appendix A
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: _____

FEDERAL I.D.#: _____

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

Checklist: ___ (3) References
 ___ Vendor Proposal Form
 ___ Cost Proposal Form
 ___ Non-collusion Affidavit
 ___ Certificate of Insurance
 ___ Independent Contractor Agreement

Appendix B

Cost Proposal Form-Cleaning Services RFP 11/03/2023 2PM

	Airport Site	Allentown Site	Jan. 1, 2024-Dec. 31, 2024 Total
Porter Services	XXXXXXXXXXXXXX		
Cleaning-including nightly/weekly/monthly services			
	Airport Site	Allentown Site	Jan. 1, 2024-Dec. 31, 2024 Total
Porter Services	XXXXXXXXXXXXXX		
Cleaning-including nightly/weekly/monthly services			
	Airport Site	Allentown Site	Jan. 1, 2024-Dec. 31, 2024 Total
Porter Services	XXXXXXXXXXXXXXXXXX		
Cleaning-including nightly/weekly/monthly services			

**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 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: _____

**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.

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