



**Request for Proposal for**  
**Athletic Teams Transportation -**  
**Fall 2024 and**  
**Spring 2025 Season**

Proposal Due Date – 08/9/2024

4525 Education Park Drive  
Schnecksville, PA 18078  
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 transportation needs for the Athletic Department. The College is requesting written responses to this proposal. The proposals are due by 2:00 PM on August 9<sup>th</sup> 2024. No proposals will be accepted after the proposal date.

The Request for Proposal (RFP) is part of a competitive process which will be undertaken in order to serve the College's best interests and 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 and 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."

**Timeline**

Date of Issue:	July 26, 2024
Clarifying Questions Deadline	August 2, 2024
Proposal Due Date	August 9, 2024
Contract Date	September 6, 2024

**Contact Information**

Questions concerning the RFP should be directed to:

Joe Hardenberg, Purchasing & Contract Manager  
jhardenberg@lccc.edu  
Phone 610-799-1655  
Fax: 610-799-1566

## **General Instructions for Proposal**

- a) Proposal Content-A completed proposal must contain the following:
- Appendix A - Cost Proposal (responses required) - This form is also included as Addendum 1 within the publically advertised bid.
  - 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
  - Independent Contractor Agreement (reference only)
  - Three (3) references
  - W9 Form
  - Certificate of Insurance
- b) Term - The term of the Contract shall be for the period: September 6, 2024 to April 29, 2025.

## **Submission of Proposal**

Written proposals are to be received no later than 2:00 PM on August 9<sup>th</sup> 2024 at the Office of Finance, Lehigh Carbon Community College, 4525 Education Park Dr., Schnecksville, PA 18078, (Attention: Joe Hardenberg, Purchasing & Contract Manager). (4) copies of the proposals must be in a sealed envelope marked "Transportation for Athletic Department Proposal" Electronic files only of Appendix A will be accepted.

## **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 9700 credit and 4100 noncredit students annually and employs more than 260 full-time staff, administrators and faculty, and more than 580 part-time employees and adjunct faculty.

## REQUIREMENTS FOR PROPOSAL

Our primary goal is to partner with a transportation vendor who can adhere to the scheduled events while accommodating any changes that may arise due to weather conditions.

1. Vendor Selection Criteria: To ensure the most suitable transportation service for the Athletic Department, we will evaluate potential vendors based on the following criteria:
  - a. Experience and Reputation: Vendors must have a proven track record of providing transportation services for athletic events or similar activities, along with positive references from their clients.
  - b. Fleet Availability: Vendors should have a diverse fleet of well-maintained vehicles, including buses and other appropriate vehicles to accommodate the team, coaches, and support staff.
  - c. Availability and Flexibility: The selected vendor must be available during the entire athletic season and have the ability to adjust schedules in case of unforeseen changes due to weather conditions.
  - d. Safety Measures: Vendors must comply with all safety regulations and possess a good safety record for transportation services.
  - e. Cost: The proposed cost of services should align with the Athletic Department's budget while ensuring a high standard of transportation. Each team event should be priced based upon the following:
    - Vehicle rental (including fuel, if applicable);
    - Trip Minimum (including fuel, if applicable); and
    - Cost per Vehicle Driver (per hour).
2. Adherence to the Away Game Schedule: It is imperative that the chosen vendor strictly adheres to the Athletic Department's away game schedule. Punctuality is crucial to ensure that teams and coaches arrive at their destinations on time, allowing adequate preparation for each event.
3. Handling Schedule Changes Due to Weather: As games are subject to change due to weather conditions, the selected vendor must demonstrate the ability to accommodate such changes effectively. This may involve adjusting departure times, rescheduling trips, or coordinating with the Athletic Department to ensure a smooth transition to alternative arrangements. The vendor should have a clear contingency plan to deal with weather-related disruptions.
4. Communication and Coordination: Clear and open communication between the vendor and the Athletic Department is essential. The vendor should designate a point of contact who will be readily available to coordinate schedule adjustments and provide real-time updates regarding any changes in transportation plans.
5. Emergency Preparedness: The vendor must have a well-defined emergency response plan in place, which includes procedures for handling accidents, breakdowns, or any other unforeseen incidents during transportation. This plan should prioritize the safety and well-being of all passengers.
6. Provide to the college any other functionality or service your company can provide that is not included in this proposal.

## **SCOPE OF WORK**

The scope of this Request for Proposals (“RFP”) is limited only to services identified in Schedule A. The entity submitting a Proposal (“Proposer”) understands that this RFP and/or subsequent contractual agreement between the successful Proposer and the College (“Contract”) in no way grants exclusivity to provide transportation.

## **STATEMENT OF PURPOSE**

The transportation of students is a specialized function. The essence of any student transportation contract is that the students be transported to and from campuses regularly, promptly, safely, and without interruption or incident.

The primary obligation of the Proposer is to operate its affairs so that the College will be assured of continuous, reliable service.

For the protection of the College’s students, drivers and all other persons coming in contact with the students must be of stable personality and of the highest moral character. The College places, and the Proposer accepts, the full responsibility of assuring such qualities in personnel. Therefore, all required security clearances and background checks must be satisfactorily completed in accordance with law, and provided to the College’s Director of Human Resources prior to commencing the performance of any services for the College.

Under the proposed Contract, the successful Proposer (“Contractor”) will be responsible for all aspects of student transportation service defined herein, subject to the approval of the College. By submitting a Proposal and accepting a Contract, the Contractor represents that it possesses management expertise; the necessary regular and substitute drivers; vehicle mechanics; driver training and safety personnel; vehicles and spare vehicles; offices, vehicle maintenance and staging areas; and any other equipment, materials, supplies, information systems, and personnel necessary to satisfactorily perform its contractual obligations.

## **PROPOSAL SUBMISSION REQUIREMENTS**

a. Form of Proposal: Each Proposer shall submit its Proposal on the forms provided in Schedules A, B, C and W9 and Certificate of Insurance along with any required attachments or supplements.

b. Proposal Envelope: The envelope must also be addressed and delivered as follows:  
Lehigh Carbon Community College, Attn: Joe Hardenberg, Purchasing & Contract Manager, 4525  
Education Park Drive, Schnecksville, PA 18078.

c. Finality of Decision: Any decision made by the College, including the Proposer selection, shall be final.

d. Reservation of Rights: The College reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The College further reserves the right to waive any irregularity or informality in this RFP process or any Proposal, and the right to award the Contract to other than the Proposer submitting the best financial Proposal. The College reserves the right to request additional information from any or all Proposers. The College reserves the right to negotiate with one or more Proposers concerning their Proposals.

e. Release of Claims: Each Proposer, by submitting its Proposal, releases the College from any and all claims arising out of, and related to, this RFP process and selection of a Proposer.

## **GENERAL SPECIFICATIONS:**

### **a. CONTRACT/FORM OF AGREEMENT**

The Contract, if awarded, shall go to the Proposer whose Proposal is in the best interests of the College, taking into consideration relevant factors, including but not limited to, the following: price, service offerings, completeness and clarity of Proposal content and capability of providing services, experience and references. The College shall have no obligation to any Proposer unless and until formalized and duly approved by the Board of Trustees at a public meeting for a written Contract signed by its designee. A sample of the Independent Contractor Agreement used by the College to form a Contract with the successful Proposer is included, herein.

### **b. MANAGEMENT OF EMPLOYEES**

Personnel furnished by the Contractor to perform the functions specified in the Contract shall be employees of the Contractor. The Contractor shall pay all salaries, wages, Social Security taxes, federal and state unemployment insurance, and any other tax relating to the employment of such employees. The Contractor shall provide all other required management services, including personnel services, such as licensing, training, supervision, and evaluation, necessary to carry out the terms of the Contract.

### **c. SUPERVISION**

i) The Contractor will provide a single point of contact to supervise its employees and correspond with College personnel.

ii) The Contractor agrees to furnish reports as may be required and at the times designated by the College or its designated representative. The Contractor agrees to provide the College with verification of every requirement for buses, vans, and bus and van drivers, as outlined by the Pennsylvania Department of Transportation, the Pennsylvania Department of Education, and this

Contract prior to the opening of school, or whenever new drivers are used, including, but not limited to, valid driver licenses, physical examination cards, and criminal background checks as set forth herein

iii) The contractor is responsible for the behavior and actions of its employees, particularly with regard to adherence to the policies and regulations of the College. Violations of those policies and/or regulations by drivers shall be considered violation of those policies and/or regulations by the Contractor who employs the driver. Such violations of policies and/or regulations may, at the option of the College, be cause for the termination of the Contract

#### **d. DRIVERS**

It shall be the intention of the College to contract for the transportation of student athletes on each day as established by the schools' respective team calendars - Appendix A. The Contractor will be responsible for providing drivers, managing drivers, and furnishing the required number of drivers to transport students to and from school on a daily basis.

i) Every school driver provided by the Contractor shall meet all regulations, presently in existence or implemented over the term of the Contract, of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation with regard to application, age, fitness, competence, conduct, licensing, physical examination, and continuing eligibility. Drivers must pass periodically administered physical examinations, which may be required, by the Public Utility Commission, the Interstate Commerce Commission and/or the Pennsylvania Department of Transportation.

ii) Drivers will have physical examinations, and the cost of such examinations shall be borne by the driver or the Contractor.

iii) A mandatory drug testing and approved random testing program, as specified by state and federal laws, is required to be performed by a reputable (as determined at the sole discretion of the College) drug testing company at the expense of the Contractor. Contractors are responsible to comply with all federal laws, state laws, local laws and College policies pertaining to drug and alcohol testing of drivers and related personnel who provide student transportation services for the College.

iv) The Contractor agrees to submit a list of certified drivers and copies of driver licenses, physical examination cards, and certificates of school bus instruction to the College before the Contract or prior to the start of service by new drivers. Additionally, the Contractor must provide proof of current Act 34 (PA Criminal History Background Check), Act 151 (Child Abuse History Clearance), and Act 114 (FBI Fingerprint Report) clearances and fully executed PDE-6004 disclosure forms to the College for all personnel involved in the contract, including but not limited to all drivers, before drivers are allowed to transport students.



- v) It is the express desire of the College that the rate of driver turnover is minimal.
- vi) The College retains the right to evaluate the drivers and all other personnel employed by the Contractor for the performance of the Contract by any and all reasonable means
- vii) The Contractor will comply with a request by the College to remove any driver who, in the College's opinion, is not qualified to control and/or transport the College's students.

### **LICENSES**

The Contractor and its employees shall acquire and maintain valid permits and licenses required by law. All costs and fees for such license shall be the sole responsibility of the Contractor and/or the drivers under its employ.

### **VEHICLES PROVIDED**

- a. Vehicles used in the performance of the Contract shall at all times conform to the standards for school transportation vehicles approved by the Department of Transportation, Public Utility Commission and/or Mass Transit Authority, as applicable. Vehicles shall meet the minimum standards of the Bureau of Traffic Safety and shall pass annual inspection by the Pennsylvania Officials during the summer months. Cars, vans and Type III school minivans shall conform to the standards of the Bureau of Traffic Safety. All vehicles shall conform to the provision of the law of the Commonwealth of Pennsylvania, shall pass state required inspections, and be in good mechanical and sanitary condition.
- b. The Contractor is to provide sufficient spare vehicles as backup units for breakdowns, preventative maintenance, and accident-damaged vehicles.
- c. The Contractor agrees to provide all vehicle maintenance and repairs on all buses, cars, and van utilized under the contract at its own cost.

The Contractor shall also perform daily pre-trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment to be utilized under the Contract. Under no condition may an unsafe vehicle be used to transport students. The Contractor will keep on file the completed inspection sheets and submit copies of the sheets on demand to officials of the College when requested.

- d. The College retains the right to inspect all vehicles to ensure safety compliance.

### **SAFETY PRECAUTIONS**

The Contractor shall require all drivers to comply with the following safety precautions:

- a. All traffic regulations must be observed at all times.

- b. Each driver is expected to remain with the vehicle at all times, whether at a school building or on the route.
- c. The speed of a vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, PA Department of Transportation, as promulgated from the Vehicle Code, or a reasonable speed for road conditions. It shall be the duty of each driver to operate the vehicle at a reasonable rate of speed at all times.
- d. Each driver shall use the greatest care to guard the students and maintain order in the vehicle at all times. Any student refusing to obey the driver shall be reported to the College as soon as possible, but in no event later than the same day.
- e. All students riding in the vehicles must be transported to their designated stops
- f. No vehicle shall be loaded beyond the seating capacity as set forth in the minimum standards. All vehicles shall provide adequate seating for each student with no standees permitted.
- g. Use of tobacco, drugs or alcoholic beverages in the vehicles or on College property is prohibited at all times.
- h. In the event the College institutes any additional safety standards for the transportation of students, the Contractor agrees to install and/or implement such safety enhancements.

### **FUEL**

The Contractor shall be solely responsible for the costs of fueling the vehicles used to perform the transportation services. Fuel costs must be included in the pricing submitted with this RFP, and shall not be separately billed.

### **ROUTES AND STOPS**

- a. An operating time schedule for each team and route has been provided by the college. These schedules shall be carried in the vehicles and provided to the campuses. The time schedules may be modified by the college as the occasion demands, but only after due notice has been given to students and the contractor.
- b. In the case of an emergency, any deviation of established routes shall be reported promptly to the college.

## **TWO WAY RADIOS**

The Contractor agrees to utilize and maintain its own two-way radio apparatus on all of its vehicles in service. All vehicles used during the term of the Contract must be equipped with said radios. The radio system will remain the property of the Contractor and any licensing renewal fees will be paid by the Contractor. Use of the radio system must be in compliance with FCC regulations and is strictly intended for the requirements of the Contract. The Contractor will assume the ongoing maintenance of the radio system and purchase of additional radios as it deems necessary. The Contractor will, at its expense, install and maintain base station radio(s) to provide for direct communication between the vehicles and the Contractor.

## **STUDENT SUPERVISION**

a. The College delegates to the Contractor the necessary authority to supervise and control students on buses and vans in accordance with College rules.

Authorization shall not include corporal punishment, or the right to eject any offender under circumstances other than those which present an immediate danger likely to result in injury. Vehicle misconduct reports must be completed by the driver and given to the College's Academic Services Office and Athletic Department.

b. Students shall be taken on and discharged from the vehicle only at the designated stops or other location as designated by the College. No students shall be permitted to get on or off the vehicle while it is in motion. No driver shall start the vehicle, or signal the driver of any vehicle who has stopped in compliance with the provision of Section 3208 of the School Laws of Pennsylvania to proceed, until after each student on the vehicle has been safely seated, or when exiting, has reached a place of safety.

c. No person other than a student or their coaches shall be transported in a school vehicle, except in an emergency, when a student requires an accompanying nurse or aide. Nothing except passengers and their belongings shall be transported in the vehicle while it is engaged in transporting students to and from school.

**CLASS CANCELLATION OR DELAYED START OF CLASSES**

The Director of Athletics or their designee, shall have the sole responsibility of altering, delaying or canceling transportation services during inclement weather.

The Contractor agrees to advise the College of road conditions when requested. The Contractor further agrees to abide by the decision of the Director of Athletics or their designee, and operate on the assigned schedules.

**REGULATIONS AND COMPLIANCE**

The Contractor must comply with the regulations of the Pennsylvania Department of Education, the laws of the Commonwealth of Pennsylvania, the regulations of the Pennsylvania Department of Transportation, all federal laws and the policies, rules and regulations of the College.

**INDEPENDENT CONTRACTOR**

It is understood that the Contractor is an independent contractor and not an officer, agent or employee of the College while engaged in carrying out and complying with any of the terms and conditions of the Contract.

**NON-TRANSFERABLE CONTRACT**

The Contract shall not be transferred, subcontracted or assigned without the prior approval of the Board of Trustees and the written consent of the College.

**TERM**

The College seeks a 7month, Athletic season proposal: September 6, 2024 to April 29, 2025. The College may terminate or cancel any awarded contract(s) at any time, with or without cause, by providing thirty (30) days advance written notice to the awarded vendor(s).

**PAYMENT**

The College agrees to pay the Contractor on a monthly basis. Contractors shall invoice for the monthly scheduled payment and any adjustments to the base contract on a monthly basis and include all supportive data.

## **INSURANCE**

The Contractor shall obtain and maintain insurance as follows:

- a. Automobile Liability: Automobile Liability Insurance covering all owned, hired and non-owned vehicles in the amount of not less than \$1,000,000 combined single limit coverage.
- b. Workers Compensation: Workers Compensation Insurance, disability benefit and other social insurance as may be required by law
- c. Comprehensive General Liability: Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence with not more than \$1,000 per occurrence deductible or self-insurance retention.
- d. Excess (Umbrella) Liability: Excess Liability cover of \$1,000,000, unless waived by College.

The Contractor agrees to provide the College evidence of a Public Liability Insurance Policy, issued by a company authorized by law to insure in Pennsylvania. Except for Workers Compensation Insurance, the College and its Board shall be named as Additional Named Insured on the policies. The coverage must be in effect for the duration of the Contract and shall run concurrently with the effective dates of the contract.

## **INDEMNIFICATION**

In addition to the insurance requirements included as part of the specifications, the Contractor shall also defend, indemnify and hold harmless the College from and against any and all claims, suits, judgments, and demands whatsoever, including without limitation to costs, litigation expenses, counsel fees, and liabilities with respect to injury to, or death of, any person or persons whatsoever, or damage to property of any kind by whosoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the Contractor, its agents or employees, in the performance of the Contract and further agrees to indemnify the College against any such claims allegedly caused in whole or in part, whether or not it be the fact, by reason or negligent instructions or directions given or purportedly given by any of the College representatives with respect to the performance of the Contract

## **AWARD**

The College will not be required to make an award entirely on the basis of the lowest Proposal in dollars, and reserves the right to reject any and all Proposals and/or to modify the terms of the Proposals to protect the interests of the College. In the event such modifications are unacceptable to the Proposer, such Proposer shall be released from any obligation to enter into a Contract with the College.

**APPENDIX A  
LEHIGH CARBON ATHLETIC SCHEDULES  
COST PROPOSAL**

DATE	TEAM/# OF PASSENGERS		OPPONENT (TRAVEL TIME)	DEPARTURE TIME	COMPETITION TIME	RETURN TIME	COMBINED TRIP	COMBINED WITH	TOTAL COST
Tuesday, September 3, 2024	WSOC/20	Away	@ PSU Hazleton 393 W Butler Dr. Drums, PA 18222 (1hr 10m)	1:20PM	3:30PM	8:45PM			
Tuesday, September 3, 2024	MSOC/20	Away	@ PSU Hazleton 393 W Butler Dr. Drums, PA 18222 (1hr 10m)	1:20PM	5:00PM	8:45PM			
Saturday, September 7, 2024	MSOC/20	Away	@ Salem Gino Mistichelli Field 10 Freed Road Pedricktown, NJ 08067 (2hr)	9:00AM	12:00PM	4:00PM			
Saturday, September 7, 2024	VB/16	Away	@ Harcum College 750 Montgomery Ave. Bryn Mawr, PA 19010 (1hr 15min)	9:45AM	12:00PM 2:00PM	4:45PM			
Tuesday, September 10, 2024	MSOC/20	Away	@ Williamson College of the Trades 106 S New Middletown Rd. Media, PA 19063 (2hr)	3:30PM	6:30PM	10:30PM			
Wednesday, September 11, 2024	VB/16	Away	@ RCSJ-Gloucester 1400 Tanyard Rd. Sewell, NJ 08080 (2hr 45min)	2:00PM	6:00PM	10:30PM			
Saturday, September 14, 2024	MSOC/20	Away	HACC 1 FACC Dr. Harrisburg, PA 17110 (1hr 45min)	9:00AM	12:00PM	4:00PM			

DATE	TEAM/# OF PASSENGERS		OPPONENT (TRAVEL TIME)	DEPARTURE TIME	COMPETITION TIME	RETURN TIME	COMBINED TRIP	COMBINED WITH	TOTAL COST
Thursday, September 19, 2024	MSOC/20	Away	@ Montgomery 340 DeKalb Pike Blue Bell, PA 19422 (1hr)	2:00PM	4:00PM	7:00PM			
Saturday, September 21, 2024	VB/16	Away	@ Northampton CC 3835 Green Pond Rd. Bethlehem, PA 18020 (45min)	12:15PM	2:00PM 4:00PM	6:15PM			
Tuesday, September 24, 2024	WSOC/20	Away	@ Manor College 700 Fox Chase Road Jenkintown, PA 19046 (1hr 30min)	1:30PM	4:00PM	7:30PM			
Tuesday, September 24, 2024	MSOC/20	Away	@ Delaware Co 901 S. Media Line Rd. Media, PA 19063 (1hr 30min)	1:30PM	4:00PM	7:30PM			
Wednesday, September 25, 2024	VB/16	Away	@ Passaic CC 1 College Blvd. Paterson, NJ 07505 (2hr)	3:00PM	6:00PM	9:30PM			
Tuesday, October 1, 2024	MSOC/20	Away	@ Manor College 700 Fox Chase Road Jenkintown, PA 19046 (1hr 30min)	1:30PM	4:00PM	7:30PM			
Thursday, October 3, 2024	WSOC/20	Away	@ Ocean CC 1 College Dr. Toms River, NJ 08754 (2hr)	1:00PM	4:00PM	7:30PM			
Saturday, October 5, 2024	VB/16	Away	@ HACC 1 HACC Dr. Harrisburg, PA 17110 (1hr 45min)	3:00PM	6:00PM	10:30PM			
Saturday, October 5, 2024	WSOC/20	Away	@ Bucks Co CC 275 Swamp Rd. Newtown, PA 18940 (1hr 30min)	9:30AM	12:00PM	5:30PM			

DATE	TEAM/# OF PASSENGERS		OPPONENT (TRAVEL TIME)	DEPARTURE TIME	COMPETITION TIME	RETURN TIME	COMBINED TRIP	COMBINED WITH	TOTAL COST
Tuesday, October 8, 2024	MSOC/20	Away	@ Northampton CC 3835 Green Pond Rd. Bethlehem, PA 18020 (45min)	2:15PM	4:00PM	6:45PM			
Monday, October 14, 2024	VB/16	Away	@ Raritan Valley CC 118 Lamington Rd. Somerville, NJ 08876 (1h 10m)	3:45PM	6:00PM	9:15PM			
Tuesday, October 15, 2024	WSOC/20	Away	@ Bergen CC 400 Paramus Rd. Paramus, NJ 07652 (2hr)	10:00AM	1:00PM	8:00PM			
Tuesday, October 15, 2024	WSOC/20	Away	@ Bergen CC 400 Paramus Rd. Paramus, NJ 07652 (2hr)	10:00AM	4:00PM	8:00PM			
Saturday, October 19, 2024	VB/16	Away	@ Montgomery Co CC 340 DeKalb Pike Blue Bell, PA 19422 (1hr)	11:45AM	2:00PM 4:00PM	6:30PM			
Monday, October 21, 2024	VB/16	Away	@ Northampton CC 3835 Green Pond Rd. Bethlehem, PA 18020 (45min)	4:15PM	6:00PM	8:15PM			
Saturday, November 16, 2024	WBB/15	Away	@ Salem CC DuPont Fieldhouse - Davidow Hall 460 Hollywood Ave. (2hr)	9:00AM	12:00PM	6:00PM			
Saturday, November 16, 2024	MBB/18	Away	@ Salem CC DuPont Fieldhouse - Davidow Hall 460 Hollywood Ave. (2hr)	9:00AM	2:00PM	6:00PM			



DATE	TEAM/# OF PASSENGERS		OPPONENT (TRAVEL TIME)	DEPARTURE TIME	COMPETITION TIME	RETURN TIME	COMBINED TRIP	COMBINED WITH	TOTAL COST
Thursday, November 21, 2024	WBB/15	Away	@ Camden CC 200 College Dr. Blackwood, NJ 08012 (1hr 30min)	2:30PM	5:00PM	9:30PM			
Saturday, November 23, 2024	WBB/15	Away	@ Brookdale CC 765 Newman Springs Rd. Lincroft, NJ 07738 (2hr 15min)	8:45AM	12:00PM	5:15PM			
Saturday, November 23, 2024	MBB/13	Away	@ Brookdale CC 765 Newman Springs Rd. Lincroft, NJ 07738 (2hr 15min)	8:45AM	2:00PM	5:15PM			
Tuesday, November 26, 2024	WBB/15	Away	@ Montgomery County CC 340 DeKalb Pike Blue Bell, PA 19422 (1hr)	3:00PM	5:00PM	10:00PM			
Tuesday, November 26, 2024	MBB/18	Away	@ Montgomery County CC 340 DeKalb Pike Blue Bell, PA 19422 (1hr)	3:00PM	7:00PM	10:00PM			
Tuesday, December 3, 2024	WBB/15	Away	@ Luzerne County CC 521 Trailblazer Drive Nanticoke, PA 18634 (1hr 30min)	2:30PM	5:00PM	10:30PM			
Tuesday, December 3, 2024	MBB/18	Away	@ Luzerne County CC 521 Trailblazer Drive Nanticoke, PA 18634 (1hr 30min)	2:30PM	7:00PM	10:30PM			
Tuesday, December 10, 2024	WBB/15	Away	@ PSU-Scranton 120 Ridgeview Dr. Dunmore, PA 18512 (1hr 30min)	4:30PM	7:00PM	10:30PM			
Thursday, December 12, 2024	WBB/15	Away	@ CC of Philadelphia 1700 Spring Garden St. Philadelphia, PA 19130 (1hr 30min)	2:30PM	5:00PM	10:30PM			

DATE	TEAM/# GF PASSENGERS		OPPONENT (TRAVEL TIME)	DEPARTURE TIME	COMPETITION TIME	RETURN TIME	COMB NED TR F	COMBINED WITH	TOTAL COST
Thursday, December 12, 2024	MBB/18	Away	@ CC of Philadelphia 1700 Spring Garden St. Philadelphia, PA 19130 (1hr 30min)	2:30PM	7:00PM	10:30PM			
Saturday, December 14, 2024	WBB/15	Away	@ Ocean CC 1 College Dr. Toms River, NJ 08754 (2hr)	9:00AM	12:00PM	4:00PM			
Thursday, January 9, 2025	WBB/15	Away	@ Northampton 3835 Green Pond Rd. Bethlehem, PA 18020 (45min)	3:15PM	5:00PM	9:45PM			
Thursday, January 9, 2025	MBB/18	Away	@ Northampton 3835 Green Pond Rd. Bethlehem, PA 18020 (45min)	3:15PM	7:00PM	9:45PM			
Tuesday, January 14, 2025	WBB/15	Away	@ Sussex Co CC One College Hill Road Newton, NJ 07860 (1hr 45min)	2:00PM	5:00PM	11:00PM			
Tuesday, January 14, 2025	MBB/18	Away	@ Sussex Co CC One College Hill Road Newton, NJ 07860 (1hr 45min)	2:00PM	7:00PM	11:00PM			
Saturday, January 18, 2025	WBB/15	Away	@ RCSJ-Cumberland 3322 College Drive Vineland, NJ 08360 (2hr 45min)	8:00AM	12:00PM	5:00PM			
Saturday, January 18, 2025	MBB/18	Away	@ RCSJ-Cumberland 3322 College Drive Vineland, NJ 08360 (2hr 45min)	8:00AM	12:00PM	5:00PM			
Thursday, January 23, 2025	WBB/15	Away	@ Passaic CC 1 College Blvd. Paterson, NJ 07505 (2hr)	2:00PM	5:00PM	9:00PM			

DATE	TEAM/# OF PASSENGERS		OPPONENT (TRAVEL TIME)	DEPARTURE TIME	COMPETITION TIME	RETURN TIME	COMBINED TRIP	COMBINED WITH	TOTAL COST
Tuesday, January 28, 2025	MBB/18	Away	@ Union 1033 Springfield Ave. Cranford, NJ 07016 (1hr 45min)	3:00PM	6:00PM	10:00PM			
Saturday, February 1, 2025	WBB/15	Away	@ Delaware County CC 901 S. Media Line Rd. Media, PA 19063 (1hr 45min)	9:00AM	12:00PM	5:00PM			
Saturday, February 1, 2025	MBB/18	Away	@ Delaware County CC 901 S. Media Line Rd. Media, PA 19063 (1hr 45min)	9:00AM	2:00PM	5:00PM			
Tuesday, February 4, 2025	MBB/13	Away	@ Thaddeus Stevens 75C E King St. Lancaster, PA 17602 (1hr 45min)	3:00PM	6:00PM	10:00PM			
Thursday, February 6, 2025	WBB/15	Away	@ Manor College Fox Chase Rd. Jenkintown, PA 19046 (1hr 20min)	2:30PM	5:00PM	10:30PM			
Thursday, February 6, 2025	MBB/13	Away	@ Manor College Fox Chase Rd. Jenkintown, PA 19046 (1hr 20min)	2:30PM	7:00PM	10:30PM			
Thursday, February 13, 2025	WBB/15	Away	@ Bergen CC 400 Paramus Rd. Paramus, NJ 07652 (2hr)	2:00PM	5:00PM	9:00PM			
Thursday, February 13, 2025	MBB/18	Away	@ Williamson 106 S New Middletown Rd. Media, PA 19063 (2hr)	3:00PM	6:00PM	10:00PM			
Saturday, February 15, 2025	WBB/15	Away	@ RCSJ-Gloucester 1400 Tanyard Rd. Sewell, NJ 08080 (2hr 45min)	8:00AM	12:00PM	5:00PM			

DATE	TEAM/# OF PASSENGERS		OPPONENT (TRAVEL TIME)	DEPARTURE TIME	COMPETITION TIME	RETJRN TIME	COMBINED TRIP	COMBINED WITH	TOTAL COST
Tuesday, March 4, 2025	SB/14	Away	@ Middlesex 2600 Woodbridge Ave. Edison, NJ 08837 (1hr 40min)	12:45PM	3:30PM	9:15PM			
Saturday, March 8, 2025	SB/14	Away	@ Northampton CC 3835 Green Pond Rd. Bethlehem, PA 18020 (45min)	10:15AM	12:00PM	6:00PM			
Tuesday, March 18, 2025	SB/14	Away	@ Bergen CC 400 Paramus Rd. Paramus, NJ 07652 (2hr)	12:00PM	3:30PM	9:30PM			
Tuesday, March 25, 2025	SB/14	Away	@ RCSJ-Cumberland 3322 College Drive Vineland, NJ 08360 (2hr)	12:00PM	3:30PM	9:30PM			
Saturday, April 5, 2025	SB/14	Away	@ Camden CC 200 College Dr. Blackwood, NJ 08012 (1hr 30min)	9:30AM	12:00PM	6:30PM			
Saturday, April 12, 2025	SB/14	Away	@ RCSJ-Gloucester 1400 Tanyard Rd. Sewell, NJ 08080 (2hr 45min)	8:00AM	12:30PM	8:00PM			
Tuesday, April 22, 2025	SB/14	Away	@ Brookdale CC 765 Newman Springs Rd. Lincroft, NJ 07738 (2hr 15min)	12:15PM	3:30PM	10:45PM			
Tuesday, April 29, 2025	SB/14	Away	@ Ocean CC 1 College Dr. Toms River, NJ 08754 (2hr)	1:00PM	4:00PM	11:00PM			

**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: \_\_\_\_\_

FEDERAL I.D.#: \_\_\_\_\_

EMAIL \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

**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 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 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. **The College is exempt from Pennsylvania sales tax through its PA exemption number: 23-1670163.**

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 Liability 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 and its employees 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:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SCHEDULE "A"**  
**SCOPE OF SERVICES**

SCHEDULE "B"  
FEES