



Request for Proposal

for

**DESIGN & ENGINEERING SERVICES
SCIENCE LABS RENOVATIONS/UPGRADE
Main Campus – Schnecksville, PA**

Proposal Due Date – October 4, 2023 2pm

4525 Education Park Drive
Schnecksville, PA 18078
610-799-2121

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Introduction

Lehigh Carbon Community College (LCCC) is soliciting proposals for design and engineering services including project management for the renovations/upgrade of three Science Labs of the Main Campus in Schnecksville, PA.

The College is requesting written responses to this proposal. The proposals are due by 2:00 PM on October 4, 2023. 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:	September 13, 2023
Pre-Bid Tour (non-mandatory)	September 25, 2023 9am
Clarifying Questions Deadline	September 30, 2023
Proposal Due Date	October 4, 2023 2pm
Project Operational Date	November 3, 2023

Contact Information

Questions concerning the RFP should be directed to:
Shannon Helmer, Director of Budgeting and Purchasing
shelmer@lccc.edu
Phone: 610-799-1857
Fax: 610-799-1566

General Instructions for Proposal

- a) Proposal Content-A complete proposal must contain the following:
 - Appendix A - Requirements of Proposal (responses required)

- Appendix B - Proposal Form-completed by an individual authorized to bind the vendor. All proposals submitted without proposal form may be deemed inadequate.
- Appendix C - Non collusion Affidavit
- Three (3) references

b) Term & Renewal-The term of the Contract shall be for one year. The College reserves the right to extend the contract on a year by year basis if mutually agreed to by vendor.

Submission of Proposal

Written proposals are to be received no later than 2 PM on October 4, 2023 at the office of the Director of Budgeting and Purchasing, Lehigh Carbon Community College, 4525 Education Park Dr., Schnecksville, PA 18078, (Attention: Ms. Shannon Helmer). Three (3) copies of the proposals must be in a sealed envelope marked “Design & Engineering – Science Labs Proposal”. Electronic files will not 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.

Appendix A Scope of Work

The scope of work for the project includes recommended upgrades and renovations of three (3) Science Labs of Science Hall on the Lehigh Carbon Community College (LCCC) Main Campus in Schnecksville, PA:

- Biology Lab
- Chemistry Lab
- Physics Lab

The design intent generally consists of renovations to the existing science labs and associated rooms. The work may include, but is not limited to: removal and replacement of all existing finishes, fixtures, accessories, devices, ceiling and flooring, lab stations, exhaust hoods, and cabinetry. The capacities shall be derived from original construction drawings, project shop drawings, and any available existing data.

Project goals for the renovation is to make these labs current with higher education standards for Science Labs. Design team will provide recommended upgrades based from the needs specified by the owner.

GENERAL

- Meet with LCCC to review the project scope and get a complete understanding of the project goals.
- Provide qualified MEP engineering to perform building surveys to get a complete understanding of all the existing conditions associated with each lab.
- Provide fully engineered and detailed plans and specifications for LCCC to use for competitive bidding.
 - Review progress throughout the design phase with LCCC to ensure that project goals are being accomplished.
 - Provide cost estimates to owner prior to going out to public bid to ensure funding can ensure project scope. Adjust as necessary.
- Prepare all bidding documentation required for public bid.
- Review and comment on all bids received by LCCC and comment on bidders pricing, scope of work, qualifications, clarifications, and exclusions.
- Preparation of a permit set of plans and make submissions to local municipalities for Third Party review to obtain building permits.
- Attend pre-bid meeting and answer contractor questions during bidding and during the

construction phase.

- Answer all RFI's during bidding and construction and issue addendums.
- Provide review of shop drawings of all material and equipment.
- Review all contractor Payment Applications.
- Perform site observation to confirm that the contractors are furnishing and installing equipment as per the contract documents.
 - Attend bi-weekly construction meetings.
 - Review and approve all close out documentation, warranties, and final application for payment.

EXCLUDED

- Any code variances associated with proposed equipment replacements.
- Testing or removal of any hazardous materials.
- Upgrade of any normal or emergency power services.
 - For the purposes of this proposal, assume the design can be accomplished based on existing power available.

SCHEDULE

- An agreeable schedule will be determined throughout the design phase of the project and following internal discussion by the college to determine project priorities.

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 _____

Fee for services should be submitted as a lump sum with amounts for the following phases of the project:

- A. Design Phase: _____
- B. Bidding: _____
- C. Construction Administration/Project Management: _____
- D. TOTAL LUMP SUM: _____

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

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

Appendix C
NON COLLUSION AFFIDAVIT

State of _____:

County of _____:

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 in XXXXXXX, and

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

WHEREAS, Contractor is willing to provide XXXXXXX to the College upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and promises contained in this Agreement, do hereby agree as follows:

1. RECITALS. The recitals set forth above are incorporated herein as if fully set forth at length.

2. SERVICES. Contractor hereby agrees to be retained by the College, as an independent contractor, to provide XXXXXXX 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 XXXXXXXX and end on XXXXXXXX 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

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