REQUEST FOR PROPOSAL

Campus Bookstore Operations

4525 Education Park Drive
Schnecksville, PA 18078

610-799-1151

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Introduction

Lehigh Carbon Community College is initiating a process for the selection of a service provider to operate the College Bookstore operation and is requesting written responses to this RFP.

Proposals are due by 2:00 PM on ***August 28, 2026*** and will not be accepted after the due date. The Request for Proposal (RFP) is part of a competitive process, which is 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.

Timeline

Date	**Description**
July 31	RFP sent to perspective bidders
August 10	*Virtual* Mandatory Prebid Meeting (Invite will be forthcoming)
August 11	Question submission deadline
August 14	Question response
August 28	Proposal receipt deadline
September 16	Presentations (Onsite)
September 17	Negotiations
September 24	Decision to award

Contact Information

Questions concerning the RFP should be directed in writing to:

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Phone: 610-799-1151
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CC:

Ron Duvall, Principal, Duvall Retail Management
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General Information and Proposal Requirements

A. ### Program Objectives

Lehigh Carbon Community College (LCCC) is seeking a qualified vendor that will exemplify our institution's mission by providing a full-service Bookstore with the highest caliber of services delivered to the college community. It is essential that the Bookstore be managed with maximum sensitivity to the needs and concerns of our students, faculty and staff. Products, prices, and services must promote confidence that the community is obtaining the best possible combination of quality, customer service and value. Proposals should clearly illustrate the following innovations:

1. Flexible/alternate scheduling for Allentown and Tamaqua campus site locations at 718 Hamilton St. Allentown, PA 18101 and 234 High St., Tamaqua, PA 18252
2. Competitive pricing for books, course materials and technology.
3. Integration capabilities with course catalog, Business Office and Financial Aid departments.
4. Branded merchandise available on campus and online.
5. Ease of books and materials ordering for faculty.
6. Option for fixed fee course material pricing for students.

B. ### Scope of Work

1. During the term of the contract between LCCC and the Vendor, the Vendor shall diligently operate the college Bookstore, in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.
2. The Vendor shall provide LCCC with the services and innovation expected of a high-quality college bookstore.
3. The Vendor shall provide a proposal for each of the following operational scenarios:
   a. The legacy operating outsourced model with textbooks sold in the physical bookstore, textbooks can be ordered online from the store.
   b. The contemporary (Access Complete, etc.) textbook sales program that has textbooks sold on a cost/credit hour and delivers physical textbook directly to the student selected location with digital books being delivered to a student's portal. This program includes the operation of the spirit shop
   c. The contemporary textbook sales program (Access Complete, etc.) that has textbooks sold on a cost/credit hour and delivers physical textbook directly to the student selected location with digital books being delivered to a student's portal. This program does not include the operation of the spirit shop, this model transforms the bookstore operation to a hybrid with the vendor handling the textbook program and the institution operating the spirit shop.

To facilitate Vendors submitting the Access Complete programs, textbook book lists, and credit hours per course for FY 2025-26 have been provided in a separate, MS Excel file. Should the College accept the Access Complete program, the physical book orders for which students have selected shipping to the bookstore for pickup, the Vendor the book orders will be shipped either by each order broken out by individual student or in mass to be pulled by student order when the student arrives. Any cost of space modification to accommodate the distribution shall be the responsibility of the Vendor.

C. Term

1. The Contract shall commence on ***March 1, 2027*** and continue for an initial period of five (5) years ending on or before February 28, 2032. If it is deemed to be of mutual benefit to both parties, LCCC and the Vendor can mutually agree to renew the Contract, for additional, 3-year periods beyond the initial period.

CI. Proposal Preparation and Submission

1. Prospective Vendors are instructed to deliver twelve (12) complete copies of their proposal, enclosed in one sealed box or other package, in a manner that assures receipt by 2:00 p.m., ***August 28, 2026***. Package must be sealed and prominently reflect "RFP Bookstore." All proposals must be received by the deadline. Any proposal received after the bid closing date and time will not be accepted and returned unopened to the bidder. Optional email submissions will also be accepted.
2. To simplify LCCC's review process, the format for all proposals must be consistent with the following outline and limited to 25 pages. These requirements are fully described in Section II.
   - Company History/Qualifications
   - Textbook Offerings
   - Marketing & Promotions
   - Website/Online Sales
   - Merchandising – Personnel
   - Customer Services & Communications
   - Sustainability
   - Technology
   - Bookstore Policies
   - Facilities & Equipment
   - Financial Offer
   - Purchase of Merchandise & Inventory
3. Proposals may be withdrawn or amended at any time prior to the closing date and time.
4. Ownership of all data, materials and documentation originated and prepared for the College pursuant to the RFP shall belong exclusively to the college and be subject to public inspection in accordance with the Pennsylvania Right-to-Know Law. Trade secrets or proprietary information submitted by the Vendor shall not be subject to public disclosure under the Pennsylvania Right-to-Know Law. Any confidential or proprietary data must be clearly marked.

CII. Award

1. The College has engaged the consulting firm, Duvall Retail Management, to assist with its efforts to select a Vendor that best meets its needs.

2. Award will be made to the Vendor who is determined by LCCC to best meet the needs and objectives of the college community. Vendors are encouraged to propose innovations. LCCC reserves the right to reject any or all proposals if they are in its sole discretion judged unacceptable. LCCC also reserves the right to waive any technical or formal defect therein, to accept or reject any part of any proposal, and to award the Contract to other than the Vendor proposing the highest commission return according to its own judgment and in its best interest.
3. In awarding the Contract, LCCC will consider a number of factors in combination in evaluating the proposals submitted. These factors will include the following which are not listed in order of importance:
    - Vendor's record of performance and service in higher education bookstore operations
    - Vendor's conformance to the RFP's specifications, requirements, terms, specifications conditions, and provisions, hereinafter contained.
    - Vendor's response to college's objectives.
    - Vendor's pricing and refund policies.
    - Service aspects of Vendor's proposal.
    - Financial return to the college.
    - Customer relations in existing Vendor operated bookstores.
    - Personnel aspects of Vendor's proposal.
    - Vendor's ability to create a dynamic retail environment
    - Review of recommendations with respect to Vendor's bookstore operations at other similar universities and colleges.
    - Vendor's size, credit standing, financial record, stability, and management.
    - Vendor's creativity
    - Vendor's technology plan
4. Vendors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to LCCC and/or be invited to meet with college officials for clarification and questions. LCCC will schedule the time and location for these presentations. Oral presentations are an option of the college and may or may not be conducted.
5. Additional information may be requested of the Vendor while proposals are under consideration.
6. The successful Vendor will be notified of the award in writing by ***October 7, 2026***.

SPECIFIC REQUIREMENTS

A. Company History / Qualifications

1. The Vendor shall be knowledgeable about the changing college bookstore trends, new technologies, legislation, new marketing ideas, new merchandise, and changes evolving throughout the general bookstore industry. The Vendor shall incorporate programs of action in response to these changes and trends into the College Bookstore operation and services, as deemed applicable to LCCC.
2. A detailed description of the Vendor's background, experience, and qualifications to operate a college or university bookstore. The Vendor must provide a list of three college/university references where the Vendor has operated for a minimum of five (5) years, or is currently operating a bookstore, preferably similar in student body size to Lehigh Carbon Community College. References must include name and address of facility, full time student enrollment, dates of service, and contact person's (with authority over bookstore operations) name, telephone number, and email.

B. Textbook and Course Material Offerings

1. The Vendor shall provide textbooks and course materials including:
   a. All required, recommended, and suggested textbooks and course materials – new, used, custom in editions specified by the faculty or other designated departmental representatives;
   b. Digital and e-textbooks strategies;
   c. Textbook rentals
   d. Other educational materials and supplies used by the College's students including but not limited to laptops, tablets and calculators;
2. In its provision of books, supplies, and materials, the Vendor will prepare in a form acceptable to LCCC and distribute electronically to faculty members requisitions for such books, supplies, and materials for each semester. LCCC will make reasonable efforts to see that each Vendor's bookstore management is given timely notice by faculty members or authorized designees of the books, supplies, and materials requested for all courses offered. Vendor will provide book order deadlines based on the Academic Calendar provided in Appendix B:
   a. For the Spring semester
   b. For the Summer sessions
   c. For the Fall semester
   d. For the Winter semester
3. The Vendor shall provide timely communication to faculty members and deans of the status of their orders for books, supplies, and other materials for their respective courses, including items discovered to be unavailable, delayed in delivery, new editions, etc. The Vendor shall not be responsible for books or other items not being ready for sale to students due to failure of faculty members to submit timely order requests. However, the Vendor shall make every reasonable effort to supply items requested even when requests are not timely.

4. The Vendor shall provide for the sale of textbooks and other educational materials required for off-campus courses, if so requested by LCCC.
5. description of the Vendor's plan to assist the College with the compliance requirements of the Higher Education Opportunity Act (HEOA) of 2010, as it may be applicable to the operations of the Bookstore.
6. To safeguard student academic success, other than through the fault of the College, required materials must be available on-shelf or digitally prior to the start of each term. If the vendor fails to meet agreed upon delivery dates, they must provide immediate, temporary digital access at no charge, cover expedited shipping, and apply a mandatory discount or be penalized for delayed inventory at an amount to be determined between the College and Vendor.

C. Marketing & Promotions

1. The Vendor shall provide special promotions frequently throughout each year of the contract, and will be expected to support Student Orientation and other on- campus programs.
2. The Vendor shall provide in the Proposal a list of the promotions that will be provided during the academic year.
3. Identify the ways in which the Vendor will utilize social media and other technology advancements in the promotion of the Lehigh Carbon Community College Bookstore.

CI. Website / Online Sales

1. The Vendor shall develop a professional website which allows for online purchases. As a minimum, the website offered must be comparable to the present Bookstore website.
2. The website must allow students the option of purchasing or renting textbooks online, for pick-up in the Bookstore or for direct shipment to the student, with LCCC receiving credit for the sale. The website should also be used as a means to market LCCC merchandise and products to students, alumni, parents, prospective students, and others, including identifying any restricted items.

CII. Merchandising

1. The Vendor shall offer a selection of "soft goods", such as school and office supplies, LCCC emblematic apparel, memorabilia, spirit items, computer supplies and software, technical supplies, and other quality items under pricing policies that are both fair and competitive for like or similar quality as compared to other brick & mortar bookstores and retail establishments in the surrounding area.

2. The Vendor shall have exclusive rights to operate the full-service Bookstore located at the LCCC, offering all goods and services normally found in college bookstores and any such additional services as may be required by the college during the term of the contract. The college shall grant the Vendor the right to sell LCCC licensed products.

3. LCCC reserves the right to recommend merchandise to be sold in the Bookstore and to request the removal of merchandise for sale in the Bookstore which LCCC considers offensive or inappropriate.

4. It is important to LCCC that the Bookstore's merchandise assortment be tailored specifically, to our campus community. Contractors must describe the level of decision making that will be granted to the on-site management team when selecting products to be offered for sale in the College Bookstore.

5. The Vendor shall provide special order service and other such sale services, such as class ring, cap and gown, commencement announcements, as are requested by LCCC.

E. Personnel

1. Training. The Vendor is to describe the training program(s) that it intends to use for the employees of the Bookstore, which will ensure ongoing staff developmental needs are met.
2. Adequacy. Vendor is to provide sufficient personnel to ensure efficient and courteous s service to patrons and must have adequately trained relief personnel available to substitute in the absence of regular employees. All staff shall be employees of the Contractor, whom shall be solely responsible for the payment of their wages and benefits.
3. Background Check. Vendor will conduct a pre-employment background check, as well as screening required by LCCC and/or the state of Pennsylvania.
4. Student Part-Time Employees. The Vendor is encouraged to employ Lehigh Community College students, when possible. Student employees of the Vendor are not to be paid less than the Federal minimum wage.
5. Employee Policies. Vendor employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State Law. All material relating to personnel policies and procedures of the Bookstore must be available for review by the college.
6. Equal Opportunity and Affirmative Action. LCCC is committed to Equal Opportunity and Affirmative Action. The successful Vendor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, physical ability, or marital status.
7. Managers. The Bookstore Manager and any Departmental Managers assigned to the Bookstore by the Vendor must be approved by LCCC. Subsequent changes in these assignments are to be made by the Vendor only after prior consultation with, and approval of LCCC. The person selected by the Vendor to manage the Bookstore is to have extensive experience in the management of bookstore service in a college community. This person must be a good communicator, a proven leader and must exhibit the ability to deal effectively with college students, faculty and staff.
8. Manager Replacement. LCCC reserves the right to request replacement of the Bookstore Manager for good cause as determined by the college, or for actions considered to be not in the best interests of the college. Such actions will be taken only after consultation with Contract Administrators.
9. Conduct. Vendor employees must strictly adhere to campus regulations regarding personal behavior and all other rules and regulations of the college.

F. Customer Service & Communications

1. In order to determine that superior customer service is being provided to the college, a formal method to assess customer service shall be agreed upon by LCCC and the Vendor.
2. It is understood that LCCC reserves the right to establish a Bookstore Advisory Committee. The Vendor's bookstore manager shall meet regularly with the Bookstore Advisory Committee, and with college officials to review bookstore operations. Further, the Vendor's bookstore management shall work cooperatively with the Bookstore Advisory Committee, and with college officials, in the development and improvement of the Bookstore's program, services and policies. The Vendor shall make every reasonable effort to comply with requests from the Bookstore Advisory Committee and from college officials for the improvement of the Bookstore's program, services and policies. The Bookstore Manager or his/her designee is also expected to meet periodically with Deans, Chairpersons, and other faculty members.

G. Sustainability Practices

1. The Vendor is expected to uphold the college's strong commitment to environmental consciousness and responsibility. Describe programs and processes the Vendor will use to support the college's sustainability practices.

H. Technology

1. Indicate the systems and procedures proposed for use in the following Bookstore functions or areas:
    a. Textbook and course materials management
    b. Merchandise management
    c. Student financial aid
    d. General
2. Describe the data integration abilities of the Vendor POS system with Ellucian Banner for student books vouchers and how the process operates in real time.
3. Provide the method(s) you use to securely transfer data, files, or other forms of electronic documents that will be required.
4. Submit a logical workflow or architectural diagram that illustrates how the technologies used in your solution will function.

I. Bookstore Policies

1. Operating Schedule. The Vendor will be required to operate the Bookstore in the existing college Bookstore located in the Academic Resource Center on a 12-month basis, based on the College's academic calendar. LCCC reserves the right, upon consultation with the Vendor, to establish or change the service hours, plans or other methods of operation of the Bookstore.
2. The Vendor shall operate according to the following pricing policies:
    a. All new paperbacks and trade books shall be sold at prices no higher than the publisher's suggested retail prices.

b. Textbook Pricing Policy shall be clearly stated. There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc).
c. All other merchandise shall be marked up to reflect a normal gross profit margin the college bookstore industry or as pre-priced.

3. LCCC may request and shall receive from the Vendor proof that the above pricing policies are being followed. Information shall be provided by the Vendor at the earliest possible time following its receipt of the college's request.
4. In exceptional cases only involving changes in university and college bookstore market conditions that are outside of the Vendor's control, the Vendor may request a mutual review and decision with respect to pricing policies at any time during the year. LCCC and Vendor shall determine the effective date of any such changes in policies.
5. For Access Complete type textbook programs, should a price increase to the cost/credit hour originally established be requested, it shall not be in excess of the then current federally determined cost of inflation (CPI).
6. The Vendor shall provide for charge sales of books, supplies, and all other merchandise to students, faculty, and staff through MasterCard, Visa, American Express. The Vendor shall also provide for charge sales to college departments where appropriate. The Vendor shall accept personal checks from students, faculty and staff in a reasonable amount in payment for purchases, subject to appropriate identification.
7. The Vendor shall post, in conspicuous places, bookstore policies concerning refunds, buybacks, exchanges, rentals and discounts. The Vendor shall provide a refund policy that is developed with students' welfare in mind to encourage repeat business.
8. The Vendor shall purchase used books from the students, faculty and others at the college based on a schedule that is practical and convenient to both the Bookstore and the college community according to the following policy:
   a. If the Vendor has a faculty order indicating that a book will be a course adoption for a following semester, it will pay no less than fifty percent (50%) of the purchase price. A lesser amount may be paid only if copies required for faculty orders are filled or if a book is in unusually poor condition.
   b. If the Vendor does not have information as to the future use of a book or if the book will not be used a following semester, or will shortly be replaced by a revision announced by the publisher, the Vendor shall pay the price listed for the book in a textbook guide which LCCC and the Vendor agree to use for this purpose.
9. The Vendor shall operate the Bookstore on a schedule that accommodates the academic calendar of the college community. As a minimum, operating hours are to be Monday through Thursday 9 a.m. to 6 p.m. and Friday 9 a.m. – 1 p.m. Other operating hours may be requested by LCCC to accommodate special events and, under such circumstances; the Vendor should make every effort to operate the Bookstore during such hours. Changes in the operating hours described above shall be discussed with and agreed upon, in writing between LCCC and the Vendor. See Appendix B for modified hours during specific times.

10. The Vendor shall provide the benefit of a minimum ten percent (10%) discount to departments, faculty and staff of the college for authorized sales of office and school supplies sold in the Bookstore.
11. The Vendor shall prosecute individuals for acts of property damage, theft of merchandise or money, or fraudulent acts as the college should reasonably request and, if LCCC should so request, shall cooperate with LCCC in the college's prosecution of such individuals. Vendor shall not cause college's students, faculty or staff suspected of theft or disturbance to be arrested by public authorities (except in emergencies) or prosecuted without prior consultation with LCCC.

J. Facilities & Equipment

1. The Bookstore operated by the Vendor shall be operated in the Bookstore space per the attached floor plan in Appendix C. Additions to or deletions from the existing space, or relocation of the Bookstore, may be made but must be agreed upon in writing by the Vendor and the college's Vice President for Finance and Administrative Services.
2. The Vendor shall provide all office machines, equipment, and supplies required for the efficient conduct of business.
3. The Vendor shall be responsible for providing such additional equipment and fixtures as may be necessary for the successful operation of the Bookstore. All renovations and finishing out, including color selection are subject to prior written approval by LCCC.
4. LCCC will be responsible for major structural repairs to the space used by the Contractor, provided that such repairs are not required as a result of the actions of the Contractor, its agents or employees.
5. LCCC will provide all utilities to the space used by the Vendor including:

a. Heat, light, utilities, and air conditioning as is reasonably required for operation of the Bookstore. The Vendor shall pay for long-distance telephone service and any additional services.

b. Internal and external building maintenance, including but not limited to: plumbing, HVAC and other mechanical systems, fire protections in accordance with college building standards.

c. Trash removal, snow removal and extermination services for the Bookstore.

6. To the best of its knowledge, LCCC is not aware of any health or environmental problems, which currently exist or are likely to develop in the physical facility, which houses the Bookstore. LCCC shall be responsible for remedying promptly any health or environmental problems at the Bookstore, other than those caused by the Contractor, and notifying the Vendor accordingly.
7. Agents and employees of the Vendor working in the Bookstore will be provided access to parking lots utilized by college employees under the policies of LCCC.
8. The Vendor shall cooperate with LCCC Public Safety department and with other college officials in the provision of security for the Bookstore. The Vendor shall be responsible for maintaining intrusion alarms and other security systems deemed necessary for the space used by the Bookstore operation.
9. Existing equipment owned by the incumbent vendor will be returned (if necessary), prior to the commencement of the Contract resulting from this RFP.

K. Financial Requirements & Administration

1. The Vendor shall have complete responsibility for the financial administration of the bookstore facility. Such responsibilities include, but are not limited to, ordering books and merchandise, billings and collections from third parties, processing payments for all goods, acceptance and deposit of all funds, reconciliation of accounts, preparation of annual financial reports and all other such activities that may apply.
2. The Vendor shall supply its most current, certified year-end balance sheet and income statement and any other documentation necessary to demonstrate its capability to perform the agreement resulting from this solicitation without assistance from any outside source(s).
3. Licenses, Permits, and Taxes:
    a. The Vendor shall secure and pay for all federal, state, and local licenses and permits required for the College Bookstore operations provided for herein. The College will cooperate with the Vendor in obtaining all licenses and permits and will execute such documents as shall be reasonably necessary or appropriate for such purposes. The Vendor shall pay for any and all taxes and assessments attributable to the operation of the College Bookstore provided herein including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.
    b. The Vendor will be granted the right to use the College’s name, logo and seal for reproducing and imprinting stationary, soft goods, notebooks, pens, pencils, jewelry and similar items acceptable to the College, if the College’s name is not used for product endorsement.
4. Should the legacy bookstore model be adopted, the Vendor shall pay to LCCC a commission percentage based on gross sales as defined herein. We require the Vendor to assume full financial responsibility for unsold inventory and operational overhead. To balance market fluctuations, we expect a structure that pairs a percentage commission with a Guaranteed Minimum Annual Revenue.
5. Should the Access Complete type of textbook program be adopted, there shall be no commission for textbooks provided. A commission shall be provided for spirit shop sales. We require the Vendor to assume full financial responsibility for unsold inventory and operational overhead.
6. Should the hybrid model be selected (outsourced textbooks, self op spirit shop), no commissions will be provided.
7. Gross sales shall be defined as all collected sales at the Bookstore, including textbook rentals and all sales from the bookstore website: less voids, refunds, sales tax, discounted departmental sales, handling fees associated with non-return of rental textbooks, computer hardware, eBook readers, discounted faculty/staff sales, passthrough income, bookstore issued scholarship sales, merchandise sales at less than a 20% gross margin such as computer hardware as reasonably determined by the Vendor, and other merchandise mutually designated as non- commissionable. Gross Sales shall include any commissions received by the contractor from products such as class rings, and commissions received by

the contractor for authorized sales by other companies or organizations on the College Bookstore website.

8. Applicable payments as set in the Vendor's proposal shall be made quarterly by the Vendor to LCCC and shall be paid within 15 days after the close of the quarter in which they were earned. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year, and will include any adjustments required by the percentage of gross sales formula set forth in the Vendor's proposal.
9. Each payment shall be accompanied by a detailed statement of its computation and the Vendor shall furnish supporting documentation to LCCC upon request. The Vendor shall describe its full reconciliation program that ensures accuracy to the College, within the RFP response.
10. The Vendor shall maintain complete and accurate accounts and records, in accordance with nationally accepted bookstore industry standards, of all revenues, cost of goods, salaries and benefits, and all other expenses in connection with the college Bookstore operation provided under the terms of the Contract. All such accounts and records shall be retained by the operation and may be inspected and reviewed by LCCC.
11. On termination of the Contract, commissions will be paid to LCCC on sales up to the final day the Bookstore is operated under the Contract. The commission due to LCCC for any portion of a Contract year shall be calculated on a percentage basis and paid to the College within 10 days after the final day of operation
12. The Vendor shall provide property and casualty insurance covering the Vendor's equipment and other personal property in the Bookstore. LCCC will provide property and casualty insurance, under the college's policy, covering Bookstore space and fixtures and equipment owned by the college.
13. The Vendor must identify a contact(s) to discuss disputes with by providing Name, Title, Email Address, and Phone No.
14. Our repayment schedule for institutional accounts and financial aid voucher settlements must align with our financial aid disbursement timelines (e.g. net 60 days or sooner post drop/add) without interest penalties.
15. The Independent Contractor Agreement (Appendix G), together with all Exhibits, will constitute the entire agreement and understanding between the parties and supersede all offers, negotiations, discussions and other agreements that occurred prior to the date of the execution of the written Agreement and may not be amended, waived or discharged except by agreement in writing executed by a representative from LCCC and the Vendor who is authorized to so execute.

L. Purchase of Merchandise & Inventory

1. Upon commencement of this Contract, the Vendor shall purchase bookstore inventory then currently on hand using the following terms:
   a. New Textbooks

1) New textbooks adopted for the next academic term in quantities not exceeding course requirements will be purchased by the Vendor at standard industry discounts or cost.
2) New textbooks not adopted for the next academic term, or adopted but in excess of course requirements, will be purchased at the current wholesale price.

b. Used Textbooks

1) Used textbooks adopted for the next academic term not exceeding course requirements will be purchased at 50% of the current retail selling price by the Vendor.
2) Used textbooks not adopted for the next academic term, or adopted but in excess of course requirements, will be purchased by the Vendor at the current wholesale price.

c. Trade, Reference and, Technical and Books ("Trade Books")

1) Trade Books that have been purchased during the past academic year and are returnable to the publisher will be purchased at standard industry discounts or cost.
2) Trade Books not meeting these requirements will be purchased at a price agreeable to the Vendor and current Bookstore management.

d. General Merchandise

1) General merchandise traditionally sold in college bookstores, purchased in the past academic year, in salable condition, and not in excessive quantities, will be purchased at standard industry discounts or cost.
2) General merchandise not meeting these requirements will be purchased at a price agreeable to the Vendor and current Bookstore management.

2. Upon the commencement of the Contract, the Vendor and the College will perform an inventory of any College's equipment that may have been used by the Vendor in the bookstore. The inventory will note the condition of the equipment, as agreed upon by the College and the Contractor.
3. Upon the termination of the Contract, the College will purchase, or require the replacement vendor to purchase, bookstore inventory then on hand from the Vendor upon the same terms as described in M.1 (a through d) above.

Appendix A: Background Information

Bookstore Sales (Gross Sales)	FY 2023	FY 2024	FY 2025
Textbooks, Supplies, and Merchandise	$1,403,028	$734,323	$467,873
Digital Textbook Sales	$283,573	$947,605	$830,187
Total	**$1,686,601**	**$1,681,928**	**$1,298,060**

Hours of Operations: Explicit changes to the Bookstore hours during the first few weeks of the semester:

i. 7:30 a.m. or 8:00 a.m. openings during the first week
ii. Week of Memorial Day:
Monday - Closed
Tuesday - Thursday: 9:00 a.m. to 5:00 p.m.
Friday: 9:00 a.m. to 1:00 p.m.
Saturday & Sunday - Closed
iii. Summer Hours:
Monday - Thursday: 9:00 a.m. to 3:30 p.m.
Friday: 9:00 a.m. to 1:00 p.m.
Saturday & Sunday - Closed
iv. Week prior to class:
7:30am or 8:00am openings during the week
Saturday hours from 8am-12pm
v. Pop-up Bookstore at Allentown and Tamaqua sites with hours that are amenable for book sales

Fall/Winter/Spring/Summer Term Total Credit Hours and FTEs

FALL

Credit/FTEs	2021	2022	2023	2024	2025
Credits	54,028	52,338	52,280	48,868	48,187
FTEs	4,217	4,080	4,355	3,976	3,791

SPRING

Credit/FTEs	2021	2022	2023	2024	2025
Credits	47,987	47,656	45,392	45,243	43,355
FTEs	3,749	3,720	3,560	3,676	3,400

WINTER

Credit/FTEs	2021	2022	2023	2024	2025
Credits	3,151	2,810	2,798	2,439	2,534
FTEs	251	234	233	203	202

SUMMER 1

Credit/FTEs	2021	2022	2023	2024	2025
Credits	8,506	7,830	9,668	8,173	8,165
FTEs	703	645	668	682	677

SUMMER 2

Credit/FTEs	2021	2022	2023	2024	2025
Credits	3,754	3,425	3,553	3,327	3,093
FTEs	313	285	296	277	256

Appendix B: Full-Term Classes

Spring 2027 – Full-Term Classes

Event	Date
Virtual Administrative Office Hours (9 a.m-3 p.m.)	Saturday, January 16
Faculty Convocation	Tuesday, January 19
Adjunct/Part-Time Faculty Convocation Evening	Wednesday, January 20
Spring Classes Begin	Friday, January 22
Virtual Administrative Office Hours (9 a.m-3 p.m.)	Saturday, January 23
Late Registration and Add/Drop Period Friday,	Friday, January 22 - Thursday, January 28
May Graduation Application - Deadline to Apply	Monday, February 1
Attendance Reporting Due (10 a.m.)	Monday, February 15
Spring Break (No Classes)	Monday, March 15 - Saturday, March 20
No Classes - College Closed	Friday, March 26 - Sunday, March 28
Midterm Grades Due (10 a.m.)	Monday, March 29
Incomplete Grade Deadline for Fall & Winter 2026	Saturday, April 3
Last Day to Withdraw from Class(es)	Saturday, April 10
Spring Classes End	Friday, May 7
Final Examinations	Saturday, May 8 - Friday, May 14
Deadline for Faculty Submission of Grades (10 a.m.)	Monday, May 17
Commencement Ceremony	Wednesday, May 19

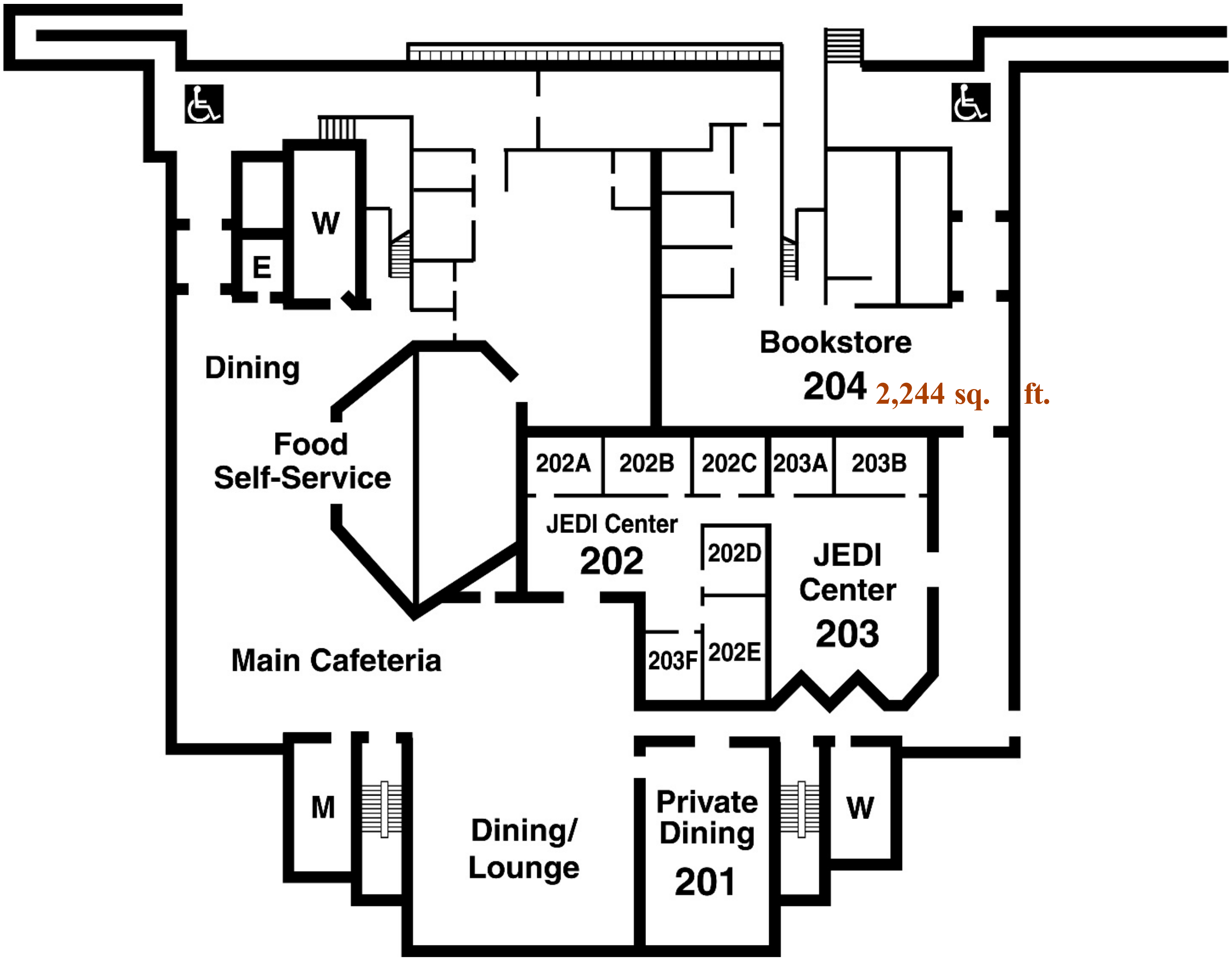
Spring 2027 – 1st 5-Week Classes

Event	Date
Summer Classes Begin	Monday, May 17
Late Registration and Add/Drop Period	Monday, May 17 - Tuesday, May 18
Attendance Reporting Due	Wednesday, May 26
Memorial Day Holiday (No Classes-College Closed)	Monday, May 31
Midterm Grades Due	Tuesday, June 8
Last Day to Withdraw	Thursday, June 10
Summer Classes End	Monday, June 21
Final Examinations	Tuesday, June 22 - Wednesday, June 23
Faculty Grades Due	Saturday, June 26

Spring 2027 – 2nd 5-Week Classes

Event	Date
Summer Classes Begin	Monday, July 12
Late Registration and Add/Drop Period	Monday, July 12 - Tuesday, July 13
Attendance Reporting Due	Wednesday, July 21
Midterm Grades Due	Tuesday, August 3
Last Day to Withdraw	Thursday, August 5
Summer Classes End	Sunday, August 15
Final Examinations	Monday, August 16 - Tuesday, August 17
Faculty Grades Due	Friday, August 20

Appendix C: Floor Plans – Academic Resources Center (ARC) Second Floor



SECOND FLOOR
Academic Resource Center (ARC)

Appendix D: Booklist (Provided separately in MS Excel format)

Appendix E: Vendor Proposal Form

Note: Items listed on this form are in addition to all other financial requirements/obligations outlines in this RFP.

1. COMMISSION AS A PERCENT OF COMMISSIONABLE SALES:

   Year 1 (%)

   Year 2 (%) ____________

   Year 3 (%) ____________

   Year 4 (%) ____________

   Year 5 (%) ____________

2. MINIMUM ANNUAL GUARANTEE:

   Year 1 (%)

   Year 2 (%) ____________

   Year 3 (%) ____________

   Year 4 (%) ____________

   Year 5 (%) ____________

   Note: The vendor shall pay Lehigh Carbon Community College the greater of the minimum annual guarantee or the commission as a percent of commissionable sales.

3. ANNUAL TEXTBOOK SCHOLARSHIPS:

   Year 1 (%)

   Year 2 (%) ____________

   Year 3 (%) ____________

   Year 4 (%) ____________

   Year 5 (%) ____________

4. ANNUAL GENERAL SCHOLARSHIPS:

   Year 1 (%)

   Year 2 (%) ____________

   Year 3 (%) ____________

   Year 4 (%) ____________

   Year 5 (%) ____________

5. Cost per Credit Hour $ _____________

6. Facility Investment $ ______________

7. Signing Bonus $ ___________________

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: ____

PRINTED NAME: ____

TITLE: ____

EMAIL: ____

PHONE NUMBER: ____

Appendix F: 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)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS ___________ DAY OF __________________,

20______________

____
(Signatory's Printed Name)

Notary Public
My Commission Expires _________________

____
(Signatory's Title)

Appendix G: Independent Contractor Agreement (Sample Only)

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

a) Pennsylvania Statutory Workers Compensation and Occupational Disease Insurance
    a. Also, Employers Liability Insurance in the minimum amount of $500,000 Each Accident /$500,000 Disease – Each Employee / $500,000 Disease – Policy Limit.

b) Business Automobile Liability Insurance including all owned, hired and non-owned automobiles used by or on behalf of Contractor. Minimum $1,000,000 combined single limit for each occurrence, including bodily injury and property damage.

c) Commercial General Liability Insurance against claims for bodily injury, death of and/or property damage to third parties with a minimum of $3,000,000 each occurrence. At a minimum, such insurance shall provide coverage for premises-operations, products-completed operations, and contractual liability.

d) Excess/Umbrella Liability coverage may be used in conjunction with primary coverage to attain required limits of this contract.

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

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

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

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

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.

i. 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.

ii. 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 (referenced in above Agreement)

SCHEDULE B: FEES (referenced in above Agreement)