



Request for Proposal (RFP)

**COLLEGE BOOKSTORE OPERATIONS.
RFP # BHCSTR24**

BUNKER HILL COMMUNITY COLLEGE
250 NEW RUTHERFORD AVE
CHARLESTOWN, MA 02129

DATE: 02/23/2024

ABBREVIATIONS

RFP Request for Proposal

HEOA Higher Education Opportunity Act

OER Open Educational Resources

POS Point of Sales

NECHE New England Commission of Higher Education

LMS Learning Management System

EIN Employer Identification Number

PMT Procurement Management Team

LTIA Learning Tools Interoperability Advantage

SGA Student Government Association

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EXHIBITS

GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

The purpose of this request is to receive proposals for the operation of the College Bookstore. The successful proposer will be responsible for offering either one of the following bookstore solutions.

- **Online ordering for textbooks, supplies, and course materials. Provide options to pay using financial aid seamlessly. Offer e-textbook solutions for faculty for their courses.**
- **Offer both online and in-store options for ordering textbooks, supplies, and course materials. Provide options to pay using financial aid seamlessly for both online and in-person purchases. Offer e-textbook solutions for faculty for their courses.**

The successful proposer must have its primary business function as a bookstore provider and service.

Proposal Delivery

All Proposals must be submitted electronically using a secure link provided after registration. Proposers must pre-register using the online registration form. Please visit <https://www.bhcc.edu/news/> to download the Request for Proposal document and for the registration. A secure proposal submission link will be provided with a confirmation of the registration. All uploaded electronic file names must start with the company name. All documents must have the header BOOKSTORE PROPOSAL-BHCBSTR24. This is the only acceptable method of the submission.

Proposals must be delivered by 5 PM ET on March 22, 2024. Late Proposal responses will not be accepted. Proposals that are either emailed, faxed, hand-delivered, mailed out, or sent by any medium other than the information provided above will not be accepted as a proposal delivery. Information submitted beyond the scope required in the RFP may hinder vendor evaluation. One Proposer will be awarded the single contract.

All proposals must include a recent W9, Signatory Listing form, Non-Collusion, Tax Compliance Form, and Proposal Conditions form. All forms are needed to be completed and fully signed. The selected proposer must agree to use the Massachusetts Standard Contract Form with the included Terms and Conditions to enter into a contract. These forms are included in the Exhibit for the proposer to review before proposal submission. The use of the MA Standard Contract form and Terms are major requirements of the contract that will be entered referencing the successful proposal, and this is non-negotiable.

Proposal Signature

A proposal must be signed as follows: 1) if the proposer is an individual, by them; 2) if the proposer is a partnership, by the signature of at least one general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

Time for Proposal Acceptance

The contract will be awarded within 45 Days after the Proposal opening. The time for the award may be extended for up to 45 additional days. The proposal scope and price must remain firm until 120 days from the day of the submission.

Changes and Addenda

If any changes are made to this RFP, an addendum will be issued to all proposers registered as having picked up the RFP. The proposer may not alter the RFP language, specifications, terms & conditions, or RFP component; the Proposer's modifications to the RFP are prohibited; any such modification will disqualify the proposer.

Addenda will be posted to the College's website, alongside the original RFP, for easy access by any proposer, and it is the proposer's responsibility to monitor and verify all addenda before final submission so that a complete response can be submitted.

Questions about the RFP

Please email purchasedoc@bhcc.edu referencing the proposal number in the email's subject line with questions. All questions and answers are distributed to all registered proposers.

Modification or Withdrawal of Proposals, Mistakes, and Minor Informalities

A proposer may correct, modify, or withdraw a proposal by written notice received by Bunker Hill Community College before the time and date set for the deadline of proposal submission. The College reserves the right to waive minor informalities or requirements without notification.

Site Visit

Bunker Hill Community College (BHCC) is an open-access, multi-campus, urban institution and the largest community college in Massachusetts. BHCC is conveniently located at the Community College Station on the Orange Line for easy commuting. If deemed necessary, a pre-proposal walk-through will be held at Bunker Hill Community College, 250 New Rutherford Ave, Boston, MA 02129. The walk-through meeting will start at the main lobby on the 2nd floor of B-Building. Please Contact Mukti Raut, Director of Purchasing, at 617-228-2433 with any questions.

Right to Cancel/Reject Proposals

Bunker Hill Community College may cancel this RFP or reject, in whole or in part, any and all

proposals if the College determines that cancellation or rejection serves the best interests of the College. The College will not acknowledge a proposer's Terms & Conditions throughout the award. While terms & conditions may be discussed and mutually agreed upon during the contract negotiation phase, the final Terms and conditions are at the sole discretion of the College. The College makes no guarantee that any service will be purchased resulting from this RFP.

Contract Term Length and Renewal Options

The contract period can run for three years, from July 1, 2024, through June 30, 2027. The college, at its sole discretion, can extend the contract for two to five additional years.

Performance Standards

- The quality of customer service and communication is essential to satisfactory performance, such as regular meetings with the college deans, Department Chairs, Student Government staff, and elected student officers; refund policy; prompt attention to problems and concerns.
- Assure that book order requirements are in stock for student purchase and that out-of-stock issues for books and associated materials are minimized.
- The Book Store Service will comply with all Health/Sanitary Codes as applicable through the local, state, and federal government.
- Higher Education Opportunity Act (HEOA) Policy Enforcement: Proposer must show that the Bookstore's website will provide information under the HEOA Compliance Law, inclusive of the Net Price Calculator, for student use.
- Proposer must provide a digital delivery program for course materials through websites or online platforms. It must also integrate with the college's Learning Management System (LMS).
- The college intends to make educational content widely available to the college community through Open Educational Resources (OER). The successful proposer must support and offer OER materials directly to students integrated through LMS. The college reserves the right to contract a different contractor for OER services without involving the Proposer if the college decides that it is necessary for the OER initiative and progress.
- The proposer must list any industry or government associations, affiliations, or certifications that are applicable to the bookstore service industry.

Basis of Compensation

Commissions will be paid to Bunker Hill Community College as a percentage (%) of Gross Sales. Commissions will be paid monthly on the 15th of the following month and will include a detailed backup of Sales by Merchandise Category, Rental Sales, and Special Commissions. Past total sales and associated commissions are listed for informational purposes and are as follows: per Fiscal Year: July 1st to June 30th.

Categories	FY2023	FY2022	FY2021
Gross Sales	\$ 1,105,285.00	\$ 1,201,396.00	\$ 1,524,932.00
Digital Sales	\$ 158,621.00	\$ 98,446.81	\$ 73,989.89
Retail Store Sales	\$ 946,664.00	\$ 1,102,949.19	\$ 1,450,942.11

Previous years' commission rates were at 15-16% for non-digital sales and 7% for digital sales.

Information to be submitted with the proposal

- Proposer must provide a brief statement of purpose that identifies the philosophy, goals, and objectives of its organization, its significance to the College, and its ability to meet proposal requirements, acknowledging whether or not the operation of a Bookstore is their primary business.
- Proposer must include their latest two years of audited Financial Statements. This is a major requirement to qualify. These statements will be held as confidential and proprietary and will not be returned.
- Proposer must provide information on years of experience in the industry.
- Proposer must submit a complete list of all bookstore contracts performed in the past five (5) years that are similar in size and scope to this proposal, with contact names and telephone numbers. Any account no longer serviced should be noted with an asterisk; all bookstore contracts that have been terminated must be listed with reasons for their termination.
- Proposer must submit at least three working contacts for their business references. The form is included in the Exhibit Section.
- Proposer must submit a proposed one-year budget plan for the bookstore.
- Proposer must provide the pricing policy.
- Proposer must state how it will furnish the College with verification of sales. Include a sample report template.
- The proposal must submit a proposed staffing chart and staffing pattern with the hours of operation proposed, inclusive of arrangements to accommodate the bookstore operation for the Charlestown Campus.
- Proposers must submit information about hiring practices and compliance. The information must elaborate on the recruitment program, selection criteria, and process. CORI checks are required to work within our College community, and this is a requirement for on-premise bookstore staff.
- Proposer must submit a business continuity plan. Indicate whether there is a written Business

Continuity Plan that describes how your company will continue to do business in case of an emergency, such as a natural disaster, fire, etc. Specify work recovery measures and the means to re-establish physical records while maintaining Bookstore Service at the College.

- Proposers must submit a Sales Commission % to the College on gross sales using the form included in Exhibit.
- Proposer must state a guaranteed minimum commission return.
- Proposer may submit a contract signing bonus to the college as part of the benefit package.
- Proposer may submit a capital contribution to be amortized over the length of the contract for improvement or modifications to the existing bookstore space.
- Proposer must develop a plan, with corresponding dates, for a satisfactory transition from the present vendor. The plan will state the proposed process to buy out current bookstore inventory and publisher credits.
- The proposal shall provide a design of the administrative organizational chart of the bookstore that shows a clear presentation of lines of authority and supervision for the bookstore.
- Proposer must provide an environmental plan that includes information on recycling programs and the usage of environment-friendly products and equipment.
- The proposal must contain some or all of the following components as part of the Supplier Diversity Program Plan submitted by Proposers: Sub-contracting with certified M/WBE firms as defined within the scope of the RFR and/or ancillary use of certified M/WBE firms and/or growth and development activities to increase M/WBE capacity. All certified businesses included in the Proposer's SDP proposal must submit an up-to-date copy of their certification letter.

Pricing Policy

The proposed pricing policy must include the following. Additionally, proposers must provide their policy on refunds, book buy-backs, exchanges, check cashing, electronic POS, special order requirements such as Electronic Books, and the implementation of the HEOA federal mandate.

- Pricing of new textbooks (% markup)
- Pricing of used textbooks (% markup)
- Pricing of new rental books (% markup)
- Pricing of used rental books (% markup)
- Pricing of Digital books (% markup)
- Refunds and exchanges
- Pricing of all other merchandise, including but not limited to, gifts, clothing, etc.

- Discounts available to College departments
- Discounts available to College faculty & staff
- Cashing of personal checks and/or acceptance of personal checks for items purchased
- On-line ordering of textbooks by students--HEOA
- Providing adopted textbooks for students on campus
- Open education resources & Marketing promotions
- All new textbooks, paperback books, and trade books shall be sold at a price no higher than the publisher's list price.
- Used textbooks in salable condition shall be sold at not more than 75% of the current new list price.
- All other merchandise shall reflect a usual gross margin common to the competitive local college market.
- The College may request and shall receive from the Bookstore appropriate documentation that the above pricing policies are being practiced.
- The Book Store shall purchase used textbooks based on a posted schedule that is practical and convenient to the students, faculty, and staff of the College. The bookstore shall be required to work with each Academic Dean or their designee.

Scope of Services

The successful contractor must provide the following Bookstore solutions.

1. Provide all books, other course-related materials, all furniture, associated supplies, and equipment to operate a college bookstore.
2. Lab kits rental.
3. The Proposer shall adhere to published list prices from all publishers; any exceptions to this policy should be noted in the proposal. All other materials and supplies sold in the bookstore should be priced in accordance with the competitive situation of the area.
4. To provide website access and electronic POS (Point of Sales) transactions for students, faculty, and college staff that indicate enforcement of the HEOA policy.
5. To offer its services at a reasonable cost to the College's students, faculty, and staff and to allow on-site observation of these services by the College's representatives.
6. The Proposer will post its Return Policy in a clear area for general review as approved by the College.
7. BHCC serves a highly diverse student body via a diverse faculty and staff. Proposers must demonstrate their commitment to valuing the diverse backgrounds of the college community. Proposers must also demonstrate a commitment to serving students with all levels of experience and familiarity with higher education in the United States.

8. The proposer must offer the best and superior integration for inclusive access programs through Learning Tools Interoperability Advantage (LTIA) by allowing students to access inclusive access materials directly through the College's Learning Management System. Inclusive Access involves coordination between the bookstore, BHCC (including the Financial Aid Department, Administration, A.I.D.E. Department, Faculty, and Students), and Publishers. The proposer should be able to share their methods and best practices for efficiently integrating Inclusive Access, including their quality control measures to be sure materials are accurately listed and students are awarded their right to opt out.
9. The Proposer will meet with the College's Deans, Department Chairs, SGA Staff, and its Student Officers on an as-needed basis as determined by the College.
10. Shall assume all bookstore operating costs including, but not limited to, inventory, labor (including management and supervisory), fringe benefits, payroll taxes, insurance, telephone service, in-store security, and custodial service (except pest control), and costs associated with credit/debit card service transactions.
11. Standard equipment, purchased new and not rebuilt for use in connection with this contract at this installation, for use in the areas noted: Book Store Service, for the purpose of providing complete book store services to, for, and at the College, which is not provided by the College; that all Fixtures, internal and external of any nature shall remain the property of the College.
12. All shelving and general cleaning (including walls to a reasonable height) of the Book Store Area(s) located in 1st E-Building and floor care up to and including preparation for buffing and/or waxing in the Book Store Area: spot mopping, spillage cleanup, sweeping, removal of trash, as required, and all floor care and general cleaning. Cleaning materials, schedules and procedures are to be as approved by the College. Excepting Pest Control, the Bookstore agrees that it shall be responsible for the full maintenance of the interior of the bookstore, including decorating and custodial care, as well as treatment of wall surfaces (paint, etc.) and/or wall fixtures/shelving replacement and/or repair.
13. Remove all trash, refuse, and garbage from the Book Store to designated compacting or holding areas at the delivery/shipping dock area. Trash receptacles must be cleaned thoroughly at least once per week. Recyclable trash must be placed in the designated holding areas either at the Receiving Dock or in an area as designated by the Facilities department. The Proposer must employ the use of "Blue" recycle bins in its efforts to comply with being "Green" and environmentally friendly for waste reduction.
14. Under no circumstances are the College restrooms nor the janitor's closets to be used for storage of cleaning equipment, books, or other associated materials, etc.
15. The store agrees that, when utilizing the College's elevators, it will do so within the proper weight restrictions when receiving all book stock and other associated materials. All repair costs will be borne at its own expense for any negligence when it violates the elevator weight restrictions for usage and damage to elevator doors, moldings, and walls.

16. Assume sole responsibility for securing, maintaining, and paying for any and all relevant licenses, permits, clearances, approvals, fees, and taxes required by any and all Federal, State, County, or City laws or statutes without recourse to the College as required for its performance under the contract; and shall post or display in a prominent place such permits and/or notices as required by law.
17. Provide all required and necessary related personnel and labor during all working hours. The store will display its Hours of Operation prominently within the College Buildings. Personnel shall not be less than eighteen (18) years of age. The Bookstore agrees to fully comply with applicable federal and state laws regarding Equal Employment Opportunity and Affirmative Action.
18. Provide all customary comprehensive liability insurance coverage of at least \$1,000,000 throughout the life of this agreement without recourse to the College and so as to hold the College harmless. For all insurance required, a certified copy of each policy or certificate of such insurance shall be delivered to the College within fourteen (14) calendar days after the signing of a contract by both parties. Each certificate or instrument shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed, or modified without giving thirty (30) calendar days' written advance notice to the College. If determined necessary by the College, the Book Store shall deliver to the College, upon demand, the original of any policy for review, and upon completion of the review, the policy shall be returned to the Bookstore. The Contractor shall include a provision that there will be no right of subrogation against the College in the event of a worker's compensation or liability insurance payment.
19. The Contractor shall have and maintain without deductibility, Contractor's Public Liability and Property Insurance and Contractor's Protective Public Liability, Protective Property Damage Liability Insurance and Comprehensive Automobile Liability in not less than the following amounts:

i) Worker's Compensation

Worker's compensation must include and cover working executives and owner/operators.

1) State	Statutory
2) Applicable Federal	Statutory
3) Employer's Liability Each Accident	\$1,000,000.00
Disease policy limit	\$500,000.00
Disease per employee	\$100,000.00

ii) Comprehensive General Liability

(Including Premises-Operations: Independent Contractor's Protective: Products and Completed Operation Broad Form Property)

1) Bodily Injury	
a) Each Person	\$1,000,000.00
b) Annual Aggregate	\$1,000,000.00
2) Property Damage	

a) Each Occurrence	\$1,000,000.00
b) Annual Aggregate	\$1,000,000.00
iii) Contractual Liability	
1) Bodily Injury	
a) Each Occurrence	\$1,000,000.00
2) Property Damage	
a) Each Occurrence	\$1,000,000.00
b) Annual Aggregate	\$1,000,000.00
iv) Personal Injury with Employment Exclusion deleted	
1) Annual Aggregate	\$1,000,000.00
v) Comprehensive Automobile Liability	
1) Bodily Injury	
a) Each Person	\$1,000,000.00
b) Each Occurrence	\$1,000,000.00
1) Property Damage	
a) Each Occurrence	\$1,000,000.00
vi) Umbrella Policy	\$5,000,000.00

20. The Bookstore indemnifies and holds harmless the Awarding Authority, Bunker Hill Community College, the Board of Higher Education, and the Commonwealth of Massachusetts from any liability during the receipt, service, and sale of Bookstore items and sale of vending items or from any of its employees, agents, or authorized subcontractors in the performance of its obligations under the agreement.
21. Maintenance of accurate and complete financial and narrative records for sales, expenses, and commissions, a report of which shall be provided on a monthly basis to the College by the 15th day of the following month with the submission of the commission payment. Maintain Electronic Point-Of-Sales (POS) capability system within the Bookstore at the Charlestown campus area at no cost to the College.
22. The College is to be under no obligation to purchase or otherwise assume ownership of or responsibility for any equipment, furnishings, or other materials owned or otherwise held by the Bookstore.
23. The Bookstore agrees that selected bookstore services or purchases requested by the College will require a valid Purchase Order issued by the College's Business Office.

24. Assignment: The Bookstore shall not assign or subcontract, in whole or in part, its rights or obligations under the contract without prior written consent of the College. Any attempted assignments without said consent shall be void and of no effect.
25. Successor Ship & Assignment: No part of the Contract shall either be assigned or sublet without the prior written approval of the College and the setting forth of requirements to be met. If the Contractor becomes insolvent, bankrupt, or a declaration occurs that it cannot complete its bookstore service contract, then the College reserves the right to assign the balance of the existing bookstore service contract timeframe to another bookstore service provider for the service function.
26. HEOA Policy Website—compliance with federal law for the drill-down implementation for student use with the total cost indicator.
27. The Bookstore shall pay all its suppliers in a timely manner, according to its agreement with the vendor, so as not to interfere with the delivery of goods and/or services to the College.
28. Subcontracting Policies: Prior approval of the College is required for any subcontracted service of the contract.

The College shall provide for the use of the Bookstore vendor:

1. Facilities, including workrooms, display areas, and office space.
2. A/C, heat, light, power, internet and water.
3. Rubbish removal from designated compacting or holding areas on the receiving/shipping dock area.
4. Window treatments, ceiling light fixtures, and painted walls as existing on July 1, 2024, throughout the appropriate Book Store service areas.
5. Equipment or appliance (installed permanent and portable) as existing in the areas on July 1, 2024.
6. The College maintains its own security force and will furnish security for the bookstore via BHCC police-paid detail at the bookstore's request and expense.
7. Parking facilities are provided for regular College support personnel.
8. One telephone connecting to the College's system is reserved only for on-campus calling and receipt of incoming telephone calls.
9. Buffing and/or waxing, as needed and determined by the College, of floor surfaces in the Bookstore service area.
10. The College will include its pest control program to the bookstore space.

Estimated hour

The schedule can vary during the academic year. Suitable schedules will be decided through mutual agreement between the college and the successful contractor. The contractor cannot change or alter the schedule anytime during the academic year without prior approval from the college.

- ✓ Proposer must list proposed hours of Bookstore Operation.
- ✓ Must offer after-hour and weekend online customer support to resolve any issues.
- ✓ Must have guaranteed time posted to resolve issues.
- ✓ Multilingual customer support is preferred.
- ✓ Current Staffing Pattern: Charlestown Campus: Monday – Saturday

References

Proposers must provide at least three companies or organizations' names, their active contact with working email, and a phone number to supply references using the reference form included in Exhibit. The proposer must have had a business relationship of two years or greater duration with the organizations. The contact must be a senior official who was in charge of overseeing the bookstore contract in their company or organization. References must include at least two community colleges and a publisher.

Commission Schedules

The bookstore proposal must stipulate what commission rate will apply throughout the contract period as a percentage (%) of gross sales. Use the uniform financial proposal sheet included in Exhibit A.

Rule of Award and Selection Criteria

A procurement committee comprised of appropriate area experts will review and evaluate the responses. The Procurement Committee will award this contract to the Highest Responsible and Responsive Proposer that offers the Best Value to the College. The bookstore's prices must reflect the student body composition. Although price is important, it will not be the sole selection criterion. The goal is to select a service provider that can best demonstrate the capability to provide the desired services with high quality and in an efficient manner. Only the procurement committee can decide on the best value for the college through this procurement. Proposers responding to this RFP can be requested to clarify issues or to provide additional insights into their proposal through written clarifications and/or oral presentations. The college reserves the right to request the best and final offers from firms that are determined to be susceptible to contract award.

The Proposals will be evaluated through the following categories:

- ✓ Business Experience
- ✓ Business Capacity & Quality
- ✓ Financial Stability
- ✓ Professional References
- ✓ Financial Offer Package
- ✓ Oral Presentation

The award of this proposal will be for Bunker Hill Community College only. Massachusetts state higher education institutions have the option to engage the competitively selected vendor for a similar service but through a separate and independent contract. Bunker Hill Community College will have no responsibility for other agency agreements or payments.

College Condition

Bunker Hill Community College will not be liable for any costs incurred by respondents in the preparation and production of a proposal or the costs of any services performed prior to receiving approval of the agreement. All proposals and materials submitted in conjunction with the proposals shall become the property of Bunker Hill Community College for use as deemed appropriate and for public records, respecting all copyrights. Upon award of the contract, standard commonwealth terms and conditions must be agreed and accepted. That form is attached to the RFP Exhibit for your review. Please sign and include the condition form included in Exhibit C with your response.

Basic College Data

Built in 1973, Bunker Hill Community College's Charlestown Campus is situated on approximately 32+ acres in the historic Charlestown neighborhood of Boston. The campus consists of six buildings (A, B, C, D, E, and G) in Charlestown, Chelsea Campus in Chelsea, and other Satellite Campuses in nearby cities.

The college runs classes in various schedules. For more and current information, please visit the college's website: <https://www.bhcc.edu/about/>

For current enrollment fast facts, please visit:

<https://www.bhcc.edu/about/institutionalresearchassessmentplanning/fastfacts/>

EXHIBIT A

Financial Proposal: Please Complete

Term	One -Time Signing Bonus	Minimum Guaranteed Annual Payment	Commissions % Based on Gross Sales
Three (3)- Years			
Five (5)-Years			

EXHIBIT B

Business Reference Form

Proposer's Name: _____

Reference Name: _____ Business Email: _____

Full Address: _____

Phone: # () _____

Description and date(s) of commodities and services provided: _____

Reference Name: _____ Business Email: _____

Full Address: _____

Phone: # () _____

Description and date(s) of commodities and services provided: _____

Reference Name: _____ Business Email: _____

Full Address: _____

Phone: # () _____

Description and date(s) of commodities and services provided: _____

References will be contacted via email to confirm the Proposer's abilities and qualifications as stated in the Proposer's response. The committee may deem the Proposer's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

EXHIBIT C

College Condition Form

Bunker Hill Community College will not be liable for any costs incurred by respondents in the preparation and production of this proposal or the costs of any services performed prior to receiving approval of the agreement. All Proposals and materials submitted with the Proposals shall become the property of Bunker Hill Community College for use as deemed appropriate and for public records, respecting all copyrights.

1. Bunker Hill Community College reserves the right to modify the requirements of this proposal after its release. All Proposers will be notified of any modifications to the requirements of this proposal.
2. Proposers who submit a response will be required to give an oral presentation to Bunker Hill Community College. This shall provide an opportunity for a Proposer to clarify or elaborate on the Proposal but shall in no way change the original Proposal. The College shall schedule the time and location.
3. By submitting a Proposal, the Proposer agrees that it will not make any claims or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.
4. The successful Proposer will be notified via email through the email address registered as a Proposer.
5. Omissions, inaccuracies, or misstatements are sufficient cause for rejection of the Proposal.
6. The Agreement, if awarded, shall be governed and construed in accordance with the laws of Massachusetts.
7. The contract does not allow for the successful proposer to operate any Coin-Operated Vending Machines during the life of the contract. Pre-packaged snacks and candy rights are non-exclusive and shared with the College Cafeteria Service and the College Vending Service; the successful proposer may sell Pre-packaged snacks and candy only within its physical boundaries as assigned by the College for Bookstore sales. The college has a Pouring Right contract with a different sponsor and includes a Bookstore sales area for sales of beverages. The Bookstore contractor must honor the college's pouring right contract.
8. The College reserves the right to conduct regular inspections and examinations of all Bookstore Service Areas for the purpose of checking compliance with all required regulations and codes. of the appropriate sanitation and health codes. Such inspection will not relieve the Book Store of the legal responsibility in regard to other terms of this agreement or of the direct responsibility to observe codes without recourse to the College and hold the College harmless.
9. The Contractor agrees that all book purchases requested by the College will require a

valid Purchase Order issued either by the Business Office of the College or Purchased by use of Purchasing Credit Card (P-Card).

10. The Contractor agrees that the College's invoice payment can be made by use of Accounts Payable Credit Card.

Signature of individual submitting bid or proposal

Name of business

EXHIBIT D

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Name of business

EXHIBIT E

Tax Compliance Certification

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of person submitting bid or proposal

Name of business

EXHIBIT F

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR forms: <https://www.masscomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/its/osd-forms>.

CONTRACTOR LEGAL NAME: (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code:	
Legal Address: (W-9, W-4):		Business Mailing Address:	
Contract Manager:	Phone:	Billing Address (if different):	
E-Mail:	Fax:	Contract Manager:	Phone:
Contractor Vendor Code: VC		E-Mail:	Fax:
Vendor Code Address ID (e.g. "AD001"): AD__ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
<input type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>prior</u> to Amendment: ____, 20__ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __statutory/legal or Ready Payments (M.G.L. c. 79, § 23A); __only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.) BHCC PAYS THROUGH EFT PAYMENT ONLY			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: __ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred <u>prior</u> to the Effective Date. __ 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. __ 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of ____, 20__, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. c. 29, § 26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. **Contractor Payment Mechanism.** All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen

public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. **Confidentiality.** The Contractor shall comply with M.G.L. c. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.

7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. c. 106, § 9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability,



COMMONWEALTH TERMS AND CONDITIONS

handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.

EXHIBIT G



Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

**Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company
 (must match Form W-9 tax classification)**

Contractor Legal Name	Contractor Vendor/Customer Code <small>(if available, not the Taxpayer Identification Number or Social Security Number)</small>
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INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

There are three types of electronic signatures that will be accepted on this form: 1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign. Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature <small>(Signature as it will appear on contract or other documents)</small>	Title	Phone Number	Email Address

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature	Date
Print Name	Phone Number
Title	Email Address

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

EXHIBIT H

Form W-9
 (Massachusetts Substitute W-9 Form)
 Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Special Instruction on page 2)

Business name, if different from above. (See Special Instruction on page 2)

Check the appropriate box: Individual/Sole proprietor Corporation Partnership Other

Legal Address: number, street, and apt. or suite no. Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code City, state and ZIP code

Phone # () Fax # () Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.
 Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
 □□□-□□-□□□□
 OR
 Employer identification number
 □□-□□□□□□
 DUNS
 □□□□□□□□

Vendors: Dunn and Bradstreet Universal Numbering System (DUNS)

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 - I am an U.S. person (including an U.S. resident alien).
 - I am currently a Commonwealth of Massachusetts's state employee: (check one): No Yes If yes, in compliance with the State Ethics Commission requirements.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here Authorized Signature Date

Purpose of Form
 A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding.

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only, or
- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

EXHIBIT I

**BOOKSTORE SERVICES-BUNKER HILL COMMUNITY COLLEGE-2024
BHCSTR24 RFP EVALUATION WORKSHEET**

Mandatory Requirements	Total Points Available	Comments by Reviewer and/or Team	Score
Business Experience	10 Points		
Business Capacity & Quality	20 Points		
Environmental and Business Continuity Plan	10 Points		
Financial Stability	25 Points		
Professional References	5 Points		
Financial Offer Package	30 Points		
Oral Presentation	10 Points (Extra)		
	100 Points	Final Score	

EXHIBIT J

PROPOSED PROCUREMENT CALENDAR (SUBJECT TO CHANGE ANY TIME)

Events	Dates
RFP release	2/23/2024
Pre-bid walkthrough if deemed necessary	03/04 to 3/8/2024
Final bid submission deadline	3/22/2024
Presentation by Proposers	4/3/2024
Bid award (Tentative)	4/17/2024
Expected Contract Signature Date	5/1/2024

END