

BARNES & NOBLE  
OPERATIONAL HOURS

		HOURS
Monday	8am-7pm	11
Tuesday	8am-7pm	11
Wednesday	8am-7pm	11
Thursday	8am-7pm	11
Friday	9am-4pm	7
Saturday	9am-3pm	6

Total Hours	57
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FOLLET  
OPERATIONAL HOURS

Monday
Tuesday
Wednesday
Thursday
Friday
Saturday

BARNES & NOBLE  
COMMISSION

Guaranteed	\$ 600,000.00
	\$ 1,800,000.00

OR

Year #1 & #2

%%%%%	SALES	
0.163	\$ 4,000,000.00	\$ 652,000.00
0.173	\$ 5,198,008.00	\$ 207,255.38
	<b>TOTAL COMMISSION</b>	<b>\$ 859,255.38</b>
		<b>0.165</b>

FOLLET  
COMMISSION  
Firts Year Only

Guaranteed
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YEAR #1 ONLY

%%%%%
0.16
0.17

Future Year #3: 95% Commission on Gross Revenues of the immediate preceding years

	\$ 859,255.38
	\$ 859,255.38
Year #3 @ 95%	\$ 816,292.61
Total Commission	\$ 2,534,803.37

Signing Bonus \$ 100,000.00

Future Years: 90% Comm immediate preceding yea

YEAR #1  
Year #2 @ 90%  
Year #3 @ 90%  
Total Commission

Capital Renovations \$ 450,000.00

\*No DOR Tax Compliance  
\*No Insurance Liability Cer  
\*Exclusive Rights: added  
in violation of RFR require

Scholarships Annually

NEBRASKA

HOURS	
9am-7pm	10
9am-7pm	10
9am-7pm	10
9am-7pm	10
9am-4pm	7
10am-3pm	5

Listed: same as current hours

Total Hours	52
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NEBRASKA

Three Years

\$ 750,000.00
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Guaranteed	\$ 700,000.00
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SALES	
\$ 5,000,000.00	\$ 800,000.00
\$ 5,198,008.00	\$ 33,661.36
<b>TOTAL COMMISSION</b>	<b>\$ 833,661.36</b>
	<b>0.160</b>

%%%%%	SALES
0.155	\$ 5,000,000.00
0.16	\$ 5,198,008.00
0.165	
	<b>TOTAL COMMISSION</b>

Commission on Gross Revenues of the  
Years

\$ 833,661.36
\$ 750,295.22
\$ 675,265.70
\$ 2,259,222.29

YEAR #1	\$ 806,681.28
Year #2 @ 90%	\$ 726,013.15
Year #3 @ 90%	\$ 653,411.84
Total Commission	\$ 2,186,106.27

Certificate  
Certificate  
Terms & Conditions to RFR  
Requirements P: 73-76  
  
\$ 10,000.00

\*References arrived with Bid; not via RFR requirements U  
separate cover  
\*listed hours of operation: current posted hours; no figu  
\*Pricing Policy P.68 for New & Used textbooks only  
Normal Gross Profit Margin for Industry

\*No Tax Compliance Certificate from DOR; submitted ST-  
Form  
\*KPMG Lack of Opinion for 2013 Filing after existing Bank  
\*NEEBO Forward-Looking Statement p.191-192 many unc

Signing Bonus	\$	300,000.00
Capital Renovations	\$	94,000.00
Scholarships	\$	1,000.00

**\$ 775,000.00**

**\$ 31,681.28**

**\$ 806,681.28**

**0.155**

US Mail

res provided.

1 Sales Tax & Use

ruptcy  
ertainties

**Agreement for Bookstore Services between  
Bunker Hill Community College  
and  
Barnes & Noble College Bookstores, Inc.**

**1. Contract Agreement & Engagement of Barnes & Noble:**

Bunker Hill Community College engages Barnes & Noble College Bookstores, Inc. (Barnes & Noble) to operate and manage the bookstore service of Bunker Hill Community College (the Book Store) subject to the terms & conditions set forth in this agreement and published RFR requirements of BookStore-BHCC-2014; Barnes & Noble accepts such an agreement. The Bookstore is defined as the Main Charlestown Campus.

**2. Contract Duration, Termination and Renewal:**

No change, modification or amendment of this agreement shall be valid unless the same shall be in writing and signed by both parties.

This agreement shall govern the relationship between Bunker Hill Community College and Barnes & Noble for an initial three (3) year period with regard to the Bookstore for the period July 1, 2014 through June 30, 2017 with an option to renew for two (2) additional one (1) year periods, from July 1, 2017 to June 30, 2018; and from July 1, 2018 to June 30, 2019, unless terminated by either party by giving ninety (90) days written notice to the other party at any time after the first three (3) months of operation of the Bookstore by Barnes & Noble pursuant to this agreement. Notice of desire to terminate this agreement shall be sent in writing by certified mail to the Executive Vice President & CFO for Administration for Bunker Hill Community College, 250 New Rutherford Avenue, Boston, Massachusetts, 02129 or as designated by this agreement, for Barnes & Noble.

**3. Bunker Hill Community College Shall Provide to Barnes & Noble at Bunker Hill Community College's Expense: in accordance with the RFR: BookStore-BHCC-2014**

- a. Heat, light, utilities, water and air conditioning as is reasonably required for operation of the Bookstore. Window treatment, ceiling fixtures, carpeting, buffing and waxing of floor areas and painted walls. Equipment installed permanent and portable as existing in the areas on July 1, 2014.
- b. Telephones and telephone service (including campus telephones and campus telephone service), and office machines, fixtures and computers which are currently available for Bookstore use and owned as Inventory by Bunker Hill Community College.
- c. All repairs and maintenance for the building and its physical structure in which the Bookstore is located. Vendor facilities including workrooms, display areas, office space and vehicle parking.
- d. Trash removal at its assigned Dock location, snow removal and pest extermination services for the Bookstore.

- e. All financial aid services, debit card and credit card services made available by Bunker Hill Community College to its students.
- f. The placement of an electronic link to your bookstore's web site on your school's home page.

4. Environmental Matters:

To the best of its knowledge, Bunker Hill Community College is not aware of any health or environmental problems which currently exist or are likely to develop in the building or physical facility which houses the Bookstore. Bunker Hill Community College shall be responsible for remedying promptly any health or environmental problem at the Bookstore, other than those caused by Barnes & Noble, and notifying Barnes & Noble accordingly.

Barnes & Noble will provide an Environmental Plan during the life of the contract for a Sustainability "Going Green" Program for the Environment, Clean Energy Policy, and for recycling. Barnes & Noble will comply with the College's Facilities Department requirements for cardboard breakdown, blue bin storage, and storage for recyclable materials. Barnes & Noble will comply with all Health/Sanitary Codes as applicable through the local, state and federal government. Whenever a standard is in conflict with another standard, the higher standard will prevail.

5. Barnes & Noble Shall Provide to Bunker Hill Community College at Barnes & Noble's Expense: All operating expenses of the Bookstore other than those described in Section 3 above, included but not limited to:

- a. Employees, including payroll and payroll system costs, training and employee benefits.
- b. Bill paying and accounting, including sales tax reporting and payment.
- c. Office equipment maintenance and repair; Utility modifications.
- d. General custodial services as stated in the RFR, and a Utility payment of \$1,000, annually
- e. Loss prevention services as stated in the RFR.
- f. Energy STAR efficient machinery and EPPs: such as vending machines, etc.
- g. Provide store policy concerning: refunds, book buy-back, exchanges, check cashing, electronic POS, special order requirements such as Electronic Books.
- h. Website capability and access for students to order books and other materials on-line.
- i. All Book Store Tasks as listed in the published RFR: BookStore-BHCC-2014.

6. Insurance:

Barnes & Noble shall procure at its own expense, and maintain during the existence of this agreement, the following policies of insurance in connection with the operation of the Bookstore:



- a. Worker's Compensation and Employer's Liability Insurance and such other insurance as may be required under applicable state statutes.
- b. Comprehensive General Liability Insurance subject to \$3,000,000 limits.
- c. Property Damage Liability Insurance in the amount of \$ 1,000,000.
- d. Motor Vehicle Liability Insurance with limits of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage.

At the request of Bunker Hill Community College, Barnes & Noble shall obtain and deliver certificates evidencing such insurance from its insurers. Barnes & Noble shall hold Bunker Hill Community College, the Board of Higher Education, and the Commonwealth of Massachusetts harmless and indemnify Bunker Hill Community College, the Board of Higher Education and the Commonwealth of Massachusetts from claims which may arise in connection with the operation of the Bookstore facilities; and sales of products or performance of any service under this contract or injuries or death caused by Barnes & Noble vehicles on and immediately adjacent to the Bookstore premises, except for claims caused by Bunker Hill Community College or any of its employees, agents or representatives, for which Bunker Hill Community College shall indemnify Barnes & Noble as harmless.

Barnes & Noble's insurance policies for the Bookstore shall name Bunker Hill Community College as an additional insured and loss payee, but only with respect to liability arising out of operations performed for such insured by or on behalf of the name insured, and shall contain covenants requiring thirty (30) days written notice to Bunker Hill Community College before cancellation, reduction, or other modification of coverage. These policies shall be primary and noncontributing with any insurance carried by Bunker Hill Community College and shall contain a severability of interests clause with respect to gross liability, protecting each named insured as though a separate policy has been issued to each.

**7. Compliance with All Laws:**

Barnes & Noble shall comply with all laws, ordinances, rules, orders, and regulations of federal, state and municipal governments, and of any and all of their departments applicable to the operation of the Bookstore.

**8. Management and Staff:**

Barnes & Noble shall staff the bookstore with experienced and qualified managerial and clerical personnel. During peak "rush" periods, Barnes & Noble shall utilize sufficient employees at the bookstore to avoid unnecessary lines and to expedite making educational materials available to students. The Barnes & Noble Store Manager will conduct regular meetings with the College's Deans, Department Chairs, Student Government Staff and the Elected Student Officers, BHCC Senior Administrators, and the BHCC Contract Administrator for Book Store Services regarding contract compliance, faculty book orders, and any other issues of consequence to the fulfillment of the agreed contract.

- a. Barnes & Noble Bookstore personnel shall continue service only so long as their work and personal behavior are acceptable to Bunker Hill Community College. Barnes & Noble

employees will be professional in their service and appearance with customers and staff; employees must maintain a sanitary dress code for cleanliness and appearance.

- b. Barnes & Noble will comply with written requests by Bunker Hill Community College to remove or reassign store personnel for due cause.

9. Staff Relations, Wages, and Benefits:

Barnes & Noble shall be responsible for the wages and benefits of all of its employees at the Bookstore. Barnes & Noble will employ students of Bunker Hill Community College at the Bookstore whenever reasonably possible.

10. Calendar of Operating Hours:

Barnes & Noble shall maintain a schedule of operating hours per the submitted RFR\_2014 and weeks of business for the Bookstore in accordance with the official Bunker Hill Community College calendar and in mutual agreement with Bunker Hill Community College in meeting the needs of the students, faculty and staff. Bookstore hours will be extended during each registration period, during, at least, the first two weeks of the Fall and Spring semesters, and the first week of each Summer Session. Such schedules of operating hours will be posted for public observation at the bookstore entrances, student lounges, on the BHCC web page, the Barnes & Noble website and other approved sites throughout the College.

11. Book Orders and Deadlines:

Barnes & Noble shall fill orders for books, E-books, rentals, and required supply items from term to term in accordance with textbook and supply adoptions by the faculty. The Bookstore Manager shall be given notice by the faculty or authorized department designees of the textbook and supply adoptions for all courses offered as follows:

- a. On or before October 15 for the Spring Semester.
- b. On or before March 15 for the Summer Sessions.
- c. On or before April 1 for the Fall Semester.

Barnes & Noble shall be responsible, at its cost and expense, for contacting in a timely manner all Faculty Members, Department Chairs, and/or Deans for their textbook and supply adoptions. Bunker Hill Community College shall neither be responsible for compiling, nor shall it maintain, a list of such adoptions.

12. Services Expected:

Barnes & Noble shall operate the Bookstore as an independent contractor and with its own credit, with the facility and equipment agreed upon. Barnes & Noble is designated as the exclusive agent to process all financial aid transactions for the Bookstore. Services of the Bookstore shall include the following:

- a. The Bookstore shall be Bunker Hill Community College's exclusive seller of all required, recommended or suggested course materials and tools, including books, course packs, computer software, rentals, and materials published or distributed electronically (E-books). Barnes & Noble will provide exclusive on-line services for book orders through the College's web site and Barnes & Noble published website through communications with the Student Government body.

- b. The Bookstore shall also be Bunker Hill Community College's exclusive "on-campus and Internet seller of other items typically sold in college bookstores, such as books in addition to those described in (a) above, educational supplies, notebooks, stationery, desk and room accessories, gift items, class and alumni rings and jewelry, and clothing, including any and all such items bearing a Bunker Hill Community College emblem, logo, insignia or other identifying mark. On-Campus shall mean the campus grounds and any area within a 10- block radius of the campus grounds. The Vice President & CFO for Administration can make exceptions to the exclusivity provisions of this Section 12 on a case-by-case basis.
- c. The Bookstore shall have rights to manage all service programs customarily handled by college bookstores such as magazine subscription and credit card application programs. Revenue generated from all such programs shall be commissionable as per the RFR.
- d. The Bookstore shall also have a non-exclusive right to sell convenience store items such as food, health and beauty items, and other sundries only within the Bookstore physical boundaries.
- e. Barnes & Noble shall stock sufficient quantity, display, and sell all required, recommended, and suggested course books, whether new or used, and all other educational supplies, course packs, tools and materials, rentals, digital books, computer software and electronic materials (E-books) used by the students of Bunker Hill Community College in pursuit of their course work.
- f. Barnes & Noble will provide custom publishing services for Bunker Hill Community College. Such services will include the development of course packs for faculty members, securing the appropriate copyright clearances, printing and binding of course packs and distribution and sale of the course packs in the Bookstore. Within reason, complimentary desk copies of course packs will be provided to faculty members.
- g. Barnes & Noble shall provide special book order services for students, faculty, and staff and make every effort to obtain the earliest possible delivery of such books in conjunction with the RFR\_2014 HEOA compliance.
- h. Barnes & Noble shall provide charge sales for supplies for Bunker Hill Community College departments and offices. Purchase Orders will be required via print document from the College's Business Office. Payments for such charge sales shall be guaranteed by Bunker Hill Community College and payable within 30 days via a printed invoice from Barnes & Noble recognizing the assigned Purchase Order. Failure to document invoices sufficiently with the appropriate Purchase Order number, Stock Item ordered, and Invoice Number assigned will impede payment to the Bookstore. Uncollected Sales must be documented by Barnes & Noble with the assigned Purchase Orders, College Department request, or assigned Signature of College Faculty and/or Staff so that prompt collection & payment may be obtained.
- i. Barnes & Noble will allow full-time & adjunct faculty and staff of Bunker Hill Community College a 10% discount on all merchandise including textbooks purchased for personnel use only and available at the Bookstore, except special orders, gift certificates, multimedia, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, and beverages.

- j. Barnes & Noble will offer a 20% discount on all authorized departmental purchases (excluding textbooks and computer software).
- k. If Bunker Hill Community College accepts advertising for any of its materials or publications that it distributes or makes available to its students, including without limitation any course offering list, or if Bunker Hill Community College permits tabling or other third-party promotional activities at any event sponsored by Bunker Hill Community College or located on the Bunker Hill Community College campus, Bunker Hill Community College agrees that:
  - (a) it shall give the Bookstore reasonable advance notice of the deadline for placing such advertising or participating in such tabling or other promotional activities;
  - (b) the Bookstore shall have the right to place its desired advertising in such materials and to participate in such tabling or other promotional activities; and
  - (c) Bunker Hill Community College shall not accept advertising in such material from, or permit tabling or other promotional activities at any of such events by any seller of college textbooks and/or course supplies other than the Bookstore.

**13. Booklist:**

In the course of providing the services contracted for in this contract, Barnes & Noble collects certain information from the faculty on its Course Book Information forms. Barnes & Noble also creates a computer database containing, among other things, course book information. These forms and the database are Barnes & Noble's proprietary information, created at substantial cost and expense to Barnes & Noble and used in connection with its business, the retail sale of textbooks.

Should Bunker Hill Community College require any information that may be contained within the forms or the database either for its educational purposes, or in order to comply with any public records request where no exemption is available (such as an exemption for commercial information), Bunker Hill Community College understands that it will be responsible for collecting that information from the faculty.

Subject to the "exclusive campus bookseller provision" set forth above, nothing set forth in this paragraph shall be construed to limit in any manner the right of any other off-campus vendor to use its own course book information form to obtain this information from the faculty.

**14. Used Book Purchase and Resale:**

Barnes and Noble shall buy books from Bunker Hill Community College faculty, staff and students at the following prices:

- a. When the Bookstore has been notified that the book will be used at Bunker Hill Community College the following semester: 50% of the selling price provided the book is a good used copy as determined by the Bookstore, until the Bookstore has filled its quota.
- b. In the absence of such notification, or if the book will not be used for the following semester, or is to be replaced shortly by a revised edition according to an announcement of the publisher: a price listed for the book in the current issue of the MBS Textbook Buying Guide.
- c. Used books in good condition will be sold by Barnes & Noble at 25% less than the new selling price.

**15. Refunds and Exchanges:**

Barnes & Noble's standard refund policy shall be as follows:

- a. Will gladly offer refunds and exchanges on all Bookstore merchandise bought and returned with a valid receipt within the first week of classes. Returns will be accepted up to 30 days after the first week of classes with a valid Add/Drop slip.
- b. All non-required course material may be returned with a valid receipt within the first two weeks of classes (or the first week for summer sessions).
- c. Course-packs, custom course materials, school guides, prepaid cards, magazines, outlines, study guides and E-Book electronic books are not returnable to the Bookstore.
- d. Software and multimedia products are returnable in their original unopened packaging only.

**16. Policy Posting:**

Barnes & Noble shall post conspicuously and without equivocation Bookstore policies concerning refunds, buybacks, exchanges and on-line website ordering.

**17. Purchase of Inventory:**

All negotiated inventory of the Bookstore will be purchased and paid for by Barnes & Noble from the current contractor under the following terms:

Payment for Inventory

Barnes & Noble will pay the current contractor for all inventories in two equal payments:

- 50% within 30 days after the completion of a physical inventory, and
- 50% within 60 days after the completion of that inventory.

**18. Repurchase of Inventory:**

Bunker Hill Community College or subsequent awarded contractor shall repurchase Barnes & Noble's saleable inventory including adopted textbooks for the following term at cost in the event of cancellation of this agreement.

**19. Sales Markup Basis:**

Barnes & Noble represents that the sale markup basis at the Bookstore will be as follows:

- a. New textbooks will be sold at no greater than (i) the publisher's list price or (ii) a 27% gross margin on net priced books, inclusive of restocking fees, return penalties or other surcharges inclusive of a \$0.50 freight surcharge per book.
- b. Used textbooks will be sold at 25% less than the new selling price.

- c. Course packs and textbooks purchased from publishers with restrictive, non- returnable text policies will be priced at up to a 50% gross margin.
- d. School supplies will be priced at or below manufacturers' suggested retail prices. Barnes & Noble shall, upon request, provide proof of conformity to pricing policies.
- e. Trade books, Technical, & Reference books will be sold at Publisher's List Price.
- f. Bestsellers will be discounted from the Publisher's List Price.
- g. Bargain books/Publisher's remainder will be discounted at least 30-80% from List Price.
- h. E-Books (Electronic Books) New Book Price up to less than 60%

**20. Percentage of Sales Payments: Per the Bid—Option #1 is selected:**

On an annualized basis, Barnes & Noble will pay Bunker Hill Community College either a guaranteed payment of \$6000,000.00 each year or a percentage of Sales whichever is greater as the following percentage of gross sales at the Bookstore. The College accepts Option #1 of the bid proposal: Year #1 and Year #2 are guaranteed; Year #3 is stated as 95% of the calculated commission on gross sales of the immediately preceding year. Bunker Hill Community College accepts Option #1 of the bid proposal with the below listed percentage sales for Commission:

- 16.3% on gross sales up to \$4,000,000
- 17.3% on gross sales over \$4,000,000
- Signing Bonus: \$100,000

(Gross sales shall be defined as all sales at the Bookstore less voids, refunds, sales tax, discounted departmental sales, campus debit card fees, discounted faculty/staff sales, pass-through income, and other merchandise mutually designated as non-commissionable, etc.)

If annual gross sales of the Bookstore shall materially decline as a result of declining enrollment (i.e., decrease 5% or more), public legislation, other conflicting campus agreements, material changes in the business model of the industry, such as digital books, sales directly from the publisher, or other reasons outside of the control of Barnes & Noble, Bunker Hill Community College agrees to negotiate in good faith with Barnes & Noble an appropriate reduction in the payments set forth above.

During any period of major construction when the Bookstore is meaningfully disrupted by construction, Barnes & Noble will pay the school according to the percentage formula only.

**21. Sales Representation:**

Bunker Hill Community College has represented to Barnes & Noble that sales for the contract year ended June FY-2013 were \$5,198,008 net of all refunds, voids, sales tax, and discounts provided to customers. These sales include sales in all locations for which Barnes & Noble will assume operations. Since the Barnes & Noble financial offer is based on this figure, Barnes & Noble may request to renegotiate its financial offer if the reported sales are found to be in error or materially inaccurate.

**22. Renovations:**

Barnes & Noble will commit up to \$450,000 to bookstore operation to refresh, reenergize, renovate, construct, equip, per the Store Design section of their offering. Barnes & Noble will depreciate this investment on a straight-line basis over the five (5) year period of this agreement. If Bunker Hill Community College cancel or fail to renew this agreement before the end of that period, then Bunker Hill Community College or subsequent contractor shall reimburse Barnes & Noble for any amount of the investment not yet depreciated. Barnes & Noble will notify the College, annually, of such amount utilized for expense renovations. Amortization will exist per Option #1 of the bid package over a five (5) year period.

**23. Payment Schedule:**

Applicable payments shall be made monthly by Barnes & Noble to Bunker Hill Community College and shall be paid within thirty (30) days after the close of the month in which they were earned. A detailed statement of its computation shall accompany each commission payment and Barnes & Noble shall furnish supporting documentation to Bunker Hill Community College upon request.

**24. Access, Records, and Cash Registers:**

Bunker Hill Community College and/or the Auditor of the Commonwealth of Massachusetts will have full access at all times to the Bookstore records, including all cash registers being used by Barnes & Noble, with or without notice. Cash register control totals will be used to verify the cash sales reported. In addition, all registers shall have:

- a. Cumulative, non-resalable counters of either the total reset-clearings or the total cumulative activity.
- b. Receipt and detail tape provisions.
- c. A display window for customer viewing

**25. Severability:**

The presence in the text of this agreement of any clause, sentence, provision, paragraph or article held to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this agreement. The effect of any such holding shall be confirmed to the portion held invalid, illegal or ineffective.

1. Subcontract: The Bookstore provider 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.
2. Assignment & Successor ship by Bookstore provider: the Bookstore provider shall not assign in whole or in part or otherwise transfer any interest in this Agreement without the prior written consent of the College. In the event of a business failure due to bankruptcy, insolvency, or a declaration occurs, illness and other elements that causes the Bookstore provider not to fulfill its obligations, then the college reserves the right to select and assign the balance of the existing service contract timeframe to another service provider to perform the bookstore service function to the College.

**26. Force Majeure**

Barnes & Noble and Bunker Hill Community College shall be excused for the period of any delay in performance of any obligations hereunder when prevented from doing so by the wrongful or negligent acts or omissions of the other party or by causes beyond either party's control, which shall include all labor disputes, civil disturbance, reasonably unforeseeable weather conditions, war, invasions, military or usurped power, sabotage, governmental regulations or controls (including bona fide delays in obtaining building and similar permits and approvals), fires or other casualty, or acts of God.

**27. Benefit and Binding Effect:**

This agreement shall be binding upon and shall inure to the benefit of Bunker Hill Community College and Barnes & Noble and their successors and assigns.

**28. Headings; Interpretation:**

The headings used in this agreement are for convenience only and do not constitute substantive matter to be considered in construing its terms. The use in this agreement of the terms "include", "includes", "including", and "such as" shall be deemed in all cases to be followed by the words "without limitation".

When used in this agreement Bunker Hill Community College includes all segments of the institution including all alumni, athletic and academic departments.

**29. Confidentiality:**

Bunker Hill Community College agrees that proprietary financial information of Barnes & Noble and other terms of this agreement shall be kept confidential and such terms may be disclosed to a third party only as required by Massachusetts' Executive Order #195 and by Massachusetts' Public Records Law MGL Chapter 66, Section 10 disclosure law (but only after giving effect to all applicable exemptions), or as necessary to perform the terms of this agreement.

For: Bunker Hill Community College

For: Barnes & Noble College Bookstores

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: : \_\_\_\_\_

Title: : \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osd](http://www.mass.gov/osd) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> Barnes & Noble College Book Sellers (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Bunker Hill Community College	
<b>Legal Address:</b> (W-9, W-4,T&C): 66 Cedar St Newington, CT 06111		<b>Business Mailing Address:</b> 250 New Rutherford Ave Boston, MA 02129	
<b>Contract Manager:</b> Hil Estock		<b>Billing Address</b> (if different):	
<b>E-Mail Address:</b>		<b>Contract Manager:</b> Richard Pishkin	
<b>Phone:</b> 860-666-3614	<b>Fax:</b>	<b>E-Mail Address:</b>	<b>E-Mail Address 2:</b>
<b>Contractor Vendor Code:</b>		<b>Phone:</b> 617-228-2427	<b>Fax:</b> 617-228-2120
<b>Payment Address Code:</b> (e.g. "AD001") AD0 ____.		<b>MMARS Doc ID(s):</b>	
Is this Payment Address Code set up for EFT? <input type="checkbox"/> Yes <input type="checkbox"/> No. (If "No" the Contractor must attach <a href="#">EFT paperwork</a> )		<b>RFR/Procurement or Other ID Number:</b>	
<b>___ NEW CONTRACT</b>		<b>___ CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <a href="#">Employment Status Form</a> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal Exemption or Other:</b> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <b>Prior</b> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ <u>0.00</u> (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal Exemption or Other:</b> (Attach authorizing language/justification and updated scope and budget)	
The following <a href="#">COMMONWEALTH TERMS AND CONDITIONS</a> (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (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 checked="" type="checkbox"/> <b>Rate Contract</b> (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"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ _____.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days <input type="checkbox"/> % PPD; Payment issued within 15 days <input type="checkbox"/> % PPD; Payment issued within 20 days <input type="checkbox"/> % PPD; Payment issued within 30 days <input type="checkbox"/> % PPD. If PPD percentages are left blank, identify exemption: <input type="checkbox"/> statutory/legal or Ready Payments ( <a href="#">G.L. c. 29, § 23A</a> ); <input type="checkbox"/> federal grant/trust; <input type="checkbox"/> initial payment (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See <a href="#">Prompt Pay Discounts Policy</a> .)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.) For BookStore Services at Bunker Hill Community College per original RFR BHCC_2014 per Option #1 of Bid			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: X <input checked="" type="checkbox"/> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below subject to any required approvals) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 3. were incurred as of ____, 20 ____, a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>06/30</u> , 20 <u>17</u> , 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.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " 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 makes all certifications required under the attached <a href="#">Contractor Certifications</a> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, 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 <a href="#">Commonwealth Terms and Conditions</a> , this Standard Contract Form including the <a href="#">Instructions and Contractor Certifications</a> , the Request for Response (RFR) or other solicitation, the Contractor's Response, 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 <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATORY FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATORY FOR THE COMMONWEALTH:</b>	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>PAUL MALONEY</u>		Print Name: <u>JOHN K. PITCHER</u>	
Print Title: <u>VICE-PRESIDENT, STORES.</u>		Print Title: <u>VICE-PRESIDENT &amp; CFO</u>	




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**INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS**

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

**CONTRACTOR LEGAL NAME (AND D/B/A):** Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

**Contractor Payment Remittance Address:** Enter the address other than the Legal Address for payments which must match the remittance address on the W-9 submitted by the Contractor. All Contractor payments are made via EFT in accordance with the Bill Payment Policy.

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Legal notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** Enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned along with the [Payment Remittance Address Code](#) (e.g., "AD001") for this Contract. The Department is responsible for verifying with authorized signatories of the Contractor, as part of the procurement and contracting process, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the Vendor Code and that the payment address code is set up for EFT payments. **EFT is required for all payments absent exceptional circumstances.**

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the [three \(3\) letter MMARS Code](#), assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for written notice under the Contract.

**Department Billing Address:** Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. An alternate contact may also be entered under E-Mail Address 2 (optional). Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other

reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

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**NEW CONTRACTS (left side of Form):**

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

**Statewide Contract (OSD or an OSD-designated Department).** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD.** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement.** Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

**Emergency Contract.** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee.** Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other Exemption.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

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**CONTRACT AMENDMENT (Right Side of Form)**

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See [Amendments, Suspensions, and Termination Policy](#)."

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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.

**Interim Contracts.** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee.** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Legislative/Legal or Other Exemption.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

## COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

## COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations.

## PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Payment Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify the exemption: (1) statutory/legal/Ready Payments (2) federal grant/trust or (3) initial state grant or entitlement payments for start up costs. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Payment Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, and determine if the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) has been selected. Enter "Multi-User Departmental procurement" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient. The Department may include any additional information in this section to identify unique or important information related to this Contract, program or the Contractor. If multi-Department user Contract, identify multi-Department use is allowable

## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract or Contract Amendment may be incurred, either as of the Effective Date (latest signature date and of any required approvals) a LATER date, or if the performance has already been incurred PRIOR to the Effective Date by selecting the appropriate option. In the event obligations have been incurred by the Contractor prior to the Effective Date, the Contract must include detailed supporting documentation of performance made prior to the Effective date (including during a lapse between a Contract expiration and Contract Amendment) or the terms and process for eligible reimbursements after performance has been made by the Contractor (e.g., grant program). Proof of eligible reimbursement program must be attached. For Settlements, the parties agree to resolve payment for performance made outside the scope of the Contract (prior to Effective date or after termination date) which releases the Commonwealth from further obligations for the identified performance. This Amendment option is used in lieu of the [Settlement and Release Form](#). Settlement payments are included under the same encumbrance and object codes as the Contract. Performance dates are subject to [G.L. c.4, § 9](#).

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation

document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

## CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

**Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

**Authorizing Signature For Commonwealth/Date:** The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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:

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" which purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

**Contractor Code of Conduct and Business Ethics.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse. The Contractor certifies that a Code of Conduct and Business Ethics will be available for review upon request within 60 days of the Effective Date of this Contract which will be provided to all employees and subcontractors involved in contract performance.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied



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and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

**Payments Subject To Appropriation.** Pursuant to [G.L. c. 29 § 26, § 27 and § 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [State tax laws](#) including but not limited to [G.L. c. 62C, G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the

Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C Sec. 12,101, et seq. the Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and 98A, [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A, Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP SmartBid subscription process at: [www.commm-pass.com](#) and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment,

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications** (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

## EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346. Hiring of State Employees By State Contractors.** Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the

awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A. **Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase 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. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

# **BUNKER HILL COMMUNITY COLLEGE**

## **Request For Response**

### **BookStore Management Services**

#### Statement of Purpose:

The purpose of this request is to receive proposals for the operation of a College Bookstore. The successful bidder will be responsible for all phases of the bookstore operation within Bunker Hill Community College. The Procurement Committee for Bookstore Services encourages vendors to be innovative with their proposals which will lead to a successful bookstore operation. The terms of 801 CMR 21.00: Procurement of Commodities and Services are incorporated by reference into this RFR. The successful bidder must have its primary business function as a bookstore provider and service.

# **BUNKER HILL COMMUNITY COLLEGE**

## **Request For Response**

### **BookStore Management Services**

#### **I. General Information and Bid Submission Requirements**

##### Bid Delivery

All bids must be delivered to:  
Bunker Hill Community College, Business Office, Room-B325,  
250 New Rutherford Ave., Boston, MA 02129-2925.

All elements and all forms of the bid must be delivered and date-stamped/timed by the College computer clock at the above office by 1:00 PM on April 25, 2014. Late Bid responses will not be accepted. Bids which are either faxed or electronically submitted will not be accepted as a bid delivery. All bids must be in English and submitted in the same format as listed in the RFR using 12 font print. Information submitted beyond the scope required in the RFR may hinder vendor evaluation. One bidder will be awarded the bookstore service contract.

Two (2) copies of the bid should be submitted. Bids must be sealed and marked as follows: BookStore-BHCC-2014.

All bids must include a Non-Collusion Form, Reference Form, Contractor Authorized Signature Verification Form, Commonwealth of Massachusetts Standard Contract Form & Terms & Conditions Form, Department of Revenue Tax Compliance Certificate from the Massachusetts Department of Revenue and other assigned forms not currently listed in this document as provided in this RFR through the COMMBUYS System.

### Bid Signature

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder 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 Bid Acceptance](#)

The contract will be awarded within 40 Days after the bid opening. The time for award may be extended for up to 30 additional days by mutual agreement between Bunker Hill Community College and the apparent highest responsive and responsible bidder that offers the best value to the College. This bid is a revenue generating contract for the College.

### [Changes and Addenda](#)

If any changes are made to this RFR, then an addendum will be issued to all bidders on record as having picked up the RFR. The addendum will be posted to COMMBUYS for easy access by any bidder and it is a bidder's responsibility to monitor COMMBUYS for all addendum so that a current response can be submitted. Bidders may not alter either the RFR language, specifications, terms & conditions or RFR component files; Bidder modifications to the RFR are prohibited; any such modifications will disqualify a Bidder.

## Questions about the RFR

Questions concerning this invitation for bids must be submitted in writing to: Richard J. Pishkin, Business Office Room B-325, #617-228-2427, Bunker Hill Community College, 250 New Rutherford Ave., Boston, MA 02129 before: Thursday, March 19, 2013. Questions may be either delivered or mailed to the above address, or faxed to the Business Office: #617-228-2120. Written responses either will be mailed, e-mailed or faxed to all bidders on record as having picked up the RFR; or responses may be issued via a mutually agreed upon phone conversation.

**Bidder Communication:** Bidders are prohibited from communicating directly with any employee of the procuring committee except as specified in this RFR, and no other individual, Commonwealth employee or representative of the College is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through COMMBUYS. All information submitted in response to this RFR are subject to the Massachusetts Freedom of Information Law, M.G.L., Chapter 66, Part 10 and Chapter 4, part 7, sub-part 26 regarding public access to such documents.

## [Modification or Withdrawal of Bids, Mistakes, and Minor Informalities](#)

A bidder may correct, modify, or withdraw a bid by written notice received by the Bunker Hill Community College prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.\_\_\_\_" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original RFR. The College makes no guarantee that any service will be purchased resulting from this RFR.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the College or fair competition. Either minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid is clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.



## **Bidder Responsibility**

This RFR has been distributed electronically using the COMMBUYS system. It is the responsibility of every bidder to check COMMBUYS for any addenda or modifications to a solicitation for which they intend to respond. The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodation to bidders who submit a response based upon an out-of-date solicitation document. Potential bidders are advised to check the last change field on the summary page of solicitations they intend to respond that they have the most recent solicitation files.

## **Pre-Bid Conference**

A pre-bid conference will be held Thursday at 10:00AM on March 20, 2013 at Bunker Hill Community College, 250 New Rutherford Ave., Boston, MA 02129, Room # E-175. Attendance at the pre-bid conference is Mandatory in order to qualify as a Bidder. Questions relating to this RFR must be submitted in print form, in English, using 12 font print. The College will respond to all appropriate questions in a timely manner.

## **Right to Cancel/Reject Bids**

The Bunker Hill Community College may cancel this RFR, or reject in whole or in part any and all bids, if the College determines that cancellation or rejection serves the best interests of the College. The College will neither accept, receive, nor acknowledge a bidder's Terms & Conditions throughout the award process and contract performance duration. Terms & Conditions are negotiable for mutual agreement & contract; final Terms & Conditions are at the sole discretion of the College. A bidder's alteration to this RFR will disqualify the bidder from the bid process.

**Bid Prices to Remain Firm:** all Commission Rates must be stated in U.S. Currency.

All bid Commission Rates of Return submitted in response to this RFR must remain firm for 120 days following the bid opening through the award date of the contract execution.

## Unforeseen Office Closure

If, at the time of the scheduled bid opening, Business Office is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

## II. Purchase Description/Scope of Services

### General Description

To operate & manage the Book Store Service at the Bunker Hill Community College located at its Charlestown Campus, 250 New Rutherford Ave, Boston, MA 02129-2925.

### Contract Term Length and Renewal Options

The contract period will run for an initial three (3) year period from July 1, 2014 through June 30, 2017; with two (2) one (1)-year options to renew or extend at the discretion of the College from July 1, 2017 to June 30, 2018; and from July 1, 2018 to June 30, 2019. Options to renew the contract will be determined at least 90 days prior to the end of the end of the three (3) year period. This bid requires majority vote approval of the BHCC BookStore Service Procurement Team before any contract is approved with the selected vendor.

### Performance Standards

- The quality of customer service and communication is essential to satisfactory performance: such as regular meetings with the Colleges Deans, Department Chairs, Student Government staff and the elected student officers; refund policy, prompt attention to problems and concerns, HEOA, website ordering, etc.
- Assure that book order requirements are in-stock for student purchase; that out-of-stock issues for books and associated material are minimized.
- The Book Store Service will comply with all Health/Sanitary Codes as applicable through the local, state and federal government. Whenever a standard is in conflict with another standard, the higher standard will prevail. Employee's conduct must be professional with customers and staff; employees must maintain a sanitary Dress Code for cleanliness and appearance.
- Alcoholic Beverages & Gambling: Alcoholic beverages are not authorized for sale or use on campus. Gambling and the use of unlawful gambling devices are not authorized.

- HEOA Policy Enforcement: Higher Education Opportunity Act. Bidder must show that the Bookstore's website will provide information under the HEOA Compliance Law, inclusive of the Net Price Calculator, for student use.

Government or Industry Standard

Bidder must list any Industry or Government Associations to which it is a member which is applicable to the BookStore Management Service Industry.

Basis of Compensation

Commissions will be paid to Bunker Hill Community College as a percentage (%) of Total Sales Revenue. Commissions will be paid monthly on the 15<sup>th</sup> of the following month and will include detailed backup of Sales by Merchandise Division, Rental Sales & Special Commissions. Commission rates will be based on Net Sales (Gross sales less any applicable sales tax and no losses can be included in this calculation). Past total sales and associated commissions are listed for informational purposes and are as follows: per Fiscal Year: July 1<sup>st</sup> to June 30<sup>th</sup>.

	Bookstore Sales	Commissions	%%%
FY-2009	\$3,884,325	\$328,489	9.0%
FY-2010	\$4,988,464	\$528,616	11.0%
FY-2011	\$5,190,744	\$552,889	10.7%
FY-2012	\$5,280,060	\$563,601	10.70%

FY-2013	\$5,198,008	\$556,161	10.7%
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Information to be Submitted with the Proposal:

- Bidder will provide a brief statement of purpose which identifies the philosophy, goals, and objectives of its organization and its significance to the College; acknowledging whether or not the operation of a Bookstore is their primary business.
- Bidder shall submit a proposed one-year budget for the bookstore.
- Bidder shall state how it will furnish the College with verification of sales.
- Bidder shall submit a proposed staffing chart and staffing pattern and with the Hours of Operation proposed; inclusive of arrangements to accommodate the bookstore operation for the Charlestown Campus which will adequately services Day, Evening and Weekend students.
- Bidder shall submit a Commission Return % to the College on gross sales; the College will look favorably on submissions that allow for an increasing commission percentage as sales volume increases.
- Bidder shall state a guaranteed minimum commission return.
- Bidder shall develop a plan, with corresponding dates, for a satisfactory changeover from the present vendor. The plan will state the proposed process to buy out current bookstore inventory and publisher credits.
- Bidder shall provide a design of the administrative organizational chart of the bookstore which shows a clear presentation of lines of authority and supervision for the bookstore.
- Bidder must be registered as a legal entity via the Secretary of State's Office to conduct business in the Commonwealth of Massachusetts. Must provide their company's EIN# via a W-9 Tax Identification form listed in COMMBUYS Forms & Terms tab.
- All Forms and Terms as listed in COMMBUYS.

- Business Continuity Plan: to be submitted as an element of the bidder's proposal. In case of an emergency, the awarded bidder may be asked the following:

Indicate whether there is a written Business Continuity Plan describes how your company will continue to do business in case of an emergency: such as a natural disaster, fire, etc to the awarded bidder's physical business structures.

Specify work recovery measures, and the means to re-establish physical records while maintaining Bookstore Service at the College

- Environmental, Clean Energy Policy

\*Executive Order 484: Leading by Example: clean energy, efficient buildings integrating clean energy, environmental protection, resource conservation, waste reduction and recycling Going GREEN concept.

Throughout the contract duration, bidder will provide a detailed environmental plan addressing their solid waste management, use of EPPs and the use of Energy Star efficient equipment as applicable to either the product or service provided. The College will retain the winning vendor's environmental plan and/or reports in the procurement file.

The Environmental Plan may include, but not be limited to, the following:

A plan to implement the recycling of materials used or produced in normal business operations. Environmental initiatives at a corporate and/or manufacturing level, such as clearly identifying recycled content of packaging on the packaging, use of recycled content papers for marketing materials, use of alternative vehicles for delivery or in the corporate fleet, product life cycle assessments and the elimination of the ozone depleting chemical usage in the manufacturing process and internal environmental auditing related to pollution control for the purpose of identifying ways to reduce the impact of manufacturing on the environment.

Collaboration with the College to develop and distribute information and/or materials to the College's Faculty, Staff and students on the bidder's environmental practices and initiatives throughout the term of the contract regarding a Solid Waste Management Plan and the use of EPPs. Development and publication of a bidder's environmental policy, sustainability plan and/or an environmental management system (EMS) of EPP usage while obtaining industry certifications to verify environmental benefits and claims.

Bidders are encouraged to submit information identifying any and all environmental

attributes of the requested product or services, even when such attributes have not been required and verify the percentage of recycled content in their commodities. The College also encourages bidders to provide an EPP as an alternative (or replacement) for their conventional product wherever possible.

In an effort to promote greater use of recycled and environmentally preferable products (EPP) and minimize waste, all responses submitted should comply with the following guidelines:

All submittals and copies should be printed on recycled paper. Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable. Bidders should submit materials in a format which allows for easy removal and recycling of paper materials. Bidders are encouraged to use other products which contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, envelopes, boxes, etc.

Negotiations between the College and the vendor may occur during the contract term to permit the substitution or addition of environmental plans when either such products or services become available at less than competitive cost and/or improved efficiencies are readily available and satisfy the College's performance needs.

## **PRICING POLICY**

- Bidder shall provide its store policy concerning: refunds, book buy-back, exchanges, check cashing, electronic POS, special orders requirements such as Electronic Books and the implementation of HEOA federal mandate.

Proposed policies for each of the following:

- 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 upon a posted schedule that is practical and convenient to the students, faculty, and staff of the College. The Book Store shall be required to work with each Academic Dean or their designee.

### Description of Services

#### **TASKS: By the BookStore Service**

1. Provide all books, other course related materials, all furniture, associated supplies and equipment to operate a college bookstore.
2. The Bidder will 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 Book Store should be priced in accordance with the competitive situation of the area.
3. To provide website access and electronic POS (Point of Sales) transactions for students, faculty, and college staff that indicate enforcement of the HEOA policy.
4. To offer its services at a reasonable cost the College's students, faculty and

staff; and to allow on-site observation of these services by the College's representatives.

5. The Bidder will post its Return Policy in a clear area for general review as approved by the College.
6. The Bidder will meet with the College's Deans, Department Chairs, SGA Staff and its Student Officers on as-needed basis as determined by the College.
7. 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.
8. 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.
9. All shelving and general cleaning (including walls to a reasonable height) of the Book Store Area(s) located in the E-Bldg. 4<sup>th</sup> Floor 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, 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.
10. Removal of all trash, refuse and garbage from the Book Store area, and designated areas for which Book Store Service is a provided service at the College 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 Bidder must employ the use of "Blue" recycle bins in its efforts to comply with being "Green" & Environmentally friendly for waste reduction.
11. Agrees that under no circumstances neither the College restrooms nor janitor's closets are to be used for storage of cleaning equipment, books or other associated materials, etc.



12. Maintenance and/or replacement, as applicable, for all Book Store-provided equipment, in a manner compatible with the existing facilities, at all times, during the life of this contract, upon the event of non-renewal, cancellation, termination or expiration of the contract, for all items, in accordance with appropriate sanitation and health codes, and in accordance with manufacturer's warranties and preventative maintenance procedures as well as emergency repairs, all at the sole cost of the Book Store. The Book Store may provide and install, at its own expense, additional equipment after first receiving the approval of the College.
13. Book Store agrees that it when utilizing the College's elevators in, it will do so within the proper weight restrictions when receiving all book stock and other associated materials. Book Store agrees that 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.
14. 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.
15. Provide all required and necessary related personnel and labor during all working hours and provided with appropriate and distinctive clothing and name tags which are to be worn; all personnel shall present a clean and hygienic appearance at all times. The Book 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 full compliance with applicable federal and state law regarding Equal Employment Opportunity and Affirmative Action as contained in Part 202, Executive order 112246 and Part 60-741.4 of the U S Department of Labor; Chapter 60, Part 60-741 relating to Affirmative Action Obligations for Handicap Workers. CORI checks will required for all bookstore personnel assigned to serve Bunker Hill Community College.
16. 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 cancelled, 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 review, the policy shall be returned to the BookStore.

The policy shall contain the following provisions:

“The insurance company waives any right of subrogation against Bunker Hill Community College, The Board of Higher Education and the Commonwealth of Massachusetts or any of their officers, trustees or agents which may arise by reason of any payment under this policy.”

17. The Book Store 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 agreement.
18. 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 15<sup>th</sup> 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.
19. 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 Book Store.
20. The Book Store agrees that selected bookstore services or purchases requested by the College will require a valid Purchase Order issued by the Business Office of the College.
21. The Book Store will provide an annual Utility Fee of \$1,000.00, in addition to commissions to the College to be paid on July 1<sup>st</sup> of each year that the contract remains in force.
22. 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.
23. 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 Book Store service contract timeframe to another Book Store service provider for the

service function.

24. HEOA Policy Website—compliance of federal law for the drill down implementation for student use with the total cost indicator.
25. Price changes upward will be permitted to become effective only at periods of breaks between semesters or sessions (typically mid-January & late August). Price changes downward are permitted at any time.
26. The Book Store 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.
27. Subcontracting Policies: Prior approval of the College is required for any subcontracted service of the contract. The successful bidder is responsible for the satisfactory performance and adequate oversight, as agreed by the College, of its subcontractors. Subcontractors are required to meet the same state, federal, and local standards and reporting requirements as listed in this RFR.
28. Sustainability/Environmental Policy: recycling, vendor relations for reduction of waste, energy efficient Energy Star machines, etc.
29. Business Continuity Plan: to be submitted as an element of the bidder's proposal. In case of an emergency, the awarded bidder may be asked the following:
  - Indicate whether there is a written Business Continuity Plan describes how your company will continue to do business in case of an emergency: such as a natural disaster, fire, etc to the awarded bidder's physical business structures.
  - Specify work recovery measures, and the means to re-establish physical records while maintaining Bookstore Service at the College

## FACILITIES & SERVICES PROVIDED AT THE COLLEGE

1. The College shall provide for use of the Bookstore vendor: facilities including workrooms, display areas, and office space.
2. A/C, heat, light, power and water. Additional pipeline extensions, hookups and other utility-related modifications are at the Bookstore's sole expense and must be submitted to the College for prior approval.

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, 2014 throughout the appropriate Book Store service areas.
5. Equipment (installed permanent and portable) as existing in the areas on July 1, 2014.
6. The College maintains its own security force and will furnish security for the Book Store via BHCC police paid detail at the Book Store's request and expense.
7. Parking facilities as provided for regular College support personnel.
8. One telephone connecting to the College's system 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 Book Store vendor.

<b>COLLEGE CONDITIONS</b>
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Bunker Hill Community College will not be liable for any costs incurred by respondents in the preparation and production of a bid or the costs of any services performed prior to receiving approval of the agreement. All bids and materials submitted in conjunction with the bids shall become the property of Bunker Hill Community College for use as deemed appropriate, respecting all copyrights.

1. Bunker Hill Community College reserves the right to modify the requirements of this bid after its release. All bidders will be notified of any modifications to the requirements of this proposal. Wherever the College is referred to herein, such reference will be to the President or his/her specific designee, as stated periodically in writing during the term of the contract.
2. Bidders who submit a response may be required to give an oral presentation to Bunker Hill Community College. This shall provide an opportunity for a bidder to clarify or elaborate on the bid, but shall in no way change the original bid. The College shall schedule the time and location, if needed.

3. By submitting a bid, the bidder 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 bidder will be notified by the issuing Officer by telephone and confirmation by letter. The Contract will incorporate at least this bid and the contractor's bid.
5. Bidder omissions, inaccuracy or misstatements may be sufficient cause for rejection of the bid.
6. The Agreement, if awarded, shall be governed and construed in accordance with the laws of Massachusetts. Attached forms must, via COMMBUYS Forms and Terms Tab, be completed and signed/sealed by the bidder.
7. All bidders and their employees must be aware of and comply with the requirements of the Commonwealth of Massachusetts Conflict of Interest Laws, and all other appropriate provisions of the Commonwealth of Massachusetts Law and resultant codes, rules, and regulations from Commonwealth laws establishing the standards for business with the Commonwealth. In signing the bid, each bidder guarantees knowledge and full compliance with those provisions for any dealings, transactions, sales contracts, services, offers, relationships, etc. involving the Commonwealth and/or Commonwealth employees. Failure to comply with those provisions may result in disqualification from the bid process and in other civil or criminal proceedings as required by law.
8. If the College facilities expand, or additional space become available in its physical structure, during the life of this contract, then the successful bidder will be given right-of-first-refusal to perform/deliver Book Store services if the College deems this service is warranted in the expanded area.
9. The contract does not allow for the successful bidder 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 bidder may sell Pre-packaged snacks and candy only within its physical boundaries as assigned by the College for Bookstore sales.
10. The College reserves the right to conduct regular inspections and examinations of all BookStore Service Areas for the purpose of checking equipment and verifying compliance with all 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 so as to hold the College harmless. The College reserves the right to apply standard, acceptable measures and criteria in performing such inspections as applied by the Health Codes of the City of Boston, the Commonwealth of Massachusetts, and other appropriate local state agencies and to demand immediate corrective action on the part of the Book Store. Failing such action, the College reserves the right to arrange for corrective and/or proper maintenance of equipment and corrective and proper cleaning to meet sanitation and health codes through the use of either its own employees or by employment of outside services and to pass on the direct and indirect costs for such work to the Book Store.

11. The terms, offers, inducements and other statements made by and included in the Bookstore's proposal---including, but not limited to, those dealing with staffing levels, staff hours, and hours of operation---will be incorporated as part of the contract as they are superceded, amplified or amended by a specific portion of this document.

12. Force Majeure: If by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such nonperformance shall not be considered a breach of contract.

13. Survival: the terms, conditions, representations, and warranties contained in the contract shall survive the termination or expiration of the contract.

14. The College shall have the right to install any additional equipment and make any alterations to the facilities, in a manner compatible with the existing facilities.

15. Contractor's Signature: The Bidder's ink signature on the Bid Proposal form shall be held as evidence that the Bidder has examined the site and satisfied itself as to all the requirements, works, conditions, and constraints for the proper execution of the proposed service. Such signature acknowledges that the Bidder fully understands the Scope of Service for the Bookstore Service to the College.

16. The College's Right to Terminate the Contract:

If the Bidder should be adjudged bankrupt, or if the Bidder should make a general assignment for the benefit of Bidder's creditors, or if a receiver should be appointed on account of Bidder's insolvency, or if the Bidder should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workpeople or proper materials, or if

Contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the College, or otherwise be guilty of a substantial violation of any provision of the Contract, then the College, upon the certification of the College that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Bidder, and the surety if any, seven (7) calendar days' written notice, terminate the employment of the Bidder and take possession of the premises and of all materials. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expense of finishing the work including compensation for additional managerial and administrative services, such excess shall be paid to the Bidder. If such expense shall exceed such unpaid balance, the Bidder shall pay the difference to the College. The expense incurred by the College as herein provided, and the College shall certify the damage incurred through the Bidder's default.

17. Executive Order Number 195: The governor or his/her designee, the Secretary for Administration & Finance, and the State Auditor or his/her designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the successful Bidder and subcontractors that pertain to the performance of the provisions and requirements of the proposed Contract.

### Estimated Hours

Bidder must list hours of Bookstore Operation for the Charlestown Campus, and on-or-about the College Book Store areas.

Current Staffing Pattern: Charlestown Campus: Monday – Saturday

### III. Quality Requirements

- Bidder must have their primary business operating a College BookStore service with a with an approximate student population of either 14,500 or greater.
- Bidder must have Multi-Site experience for operating a College BookStore service.
- Bidder must have been in the BookStore service business for a minimum of three (3) years.
- Bidder must be a licensed retailer and service provider for a minimum of three (3) years.
- Bidder must have three (3) years of satisfactory Book Store service performance under three (3) different contracts similar in size or greater to the proposed contract preferably in the area of Higher Education.

## IV. References

Bidder must submit a complete list of all bookstore contracts performed in the past three (3) 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.

Bidders must provide information about their company in the following areas as evidence of Bidder Qualifications for the proposed service and contract.

- Experience & Management Philosophy about Bookstore Service.
- Key Staff and Management with staffing chart and resumes.
- Past and/or current Bookstore Service experience in the field of Higher Education.
- Professional Affiliations and Trade Associations
- Insurance Coverage
- Any Bankruptcies/Liens/law Suits
- Bookstore contract terminations with reasons for termination.
- Sample Sales Income/Expense/Net Income Statement for one (1) year.
- Must be registered as a legal entity to conduct business in the state of Massachusetts. Must provide your company's EIN# via W-9 Tax ID Form as listed in COMMBUYS tab Forms and Terms.
- Certificate of Good Standing for Tax Compliance from the Department of Revenue (DOR) from the Commonwealth of Massachusetts.

## REFERENCE FORM

To be Submitted under separate cover with Reference Letterhead and Envelope via the U S Postal Service to the College's RFR Contract Manager prior to the Close Date of the RFR. References are elements of the bid process.



Business references are required from customers with whom there is a standing business relationship of two years or greater duration. Values are averaged from references supplied to PMT by RFR due date. Answers values are from zero to five; five (5) is the highest value and zero (0) the lowest value.

Bidder Name: \_\_\_\_\_ Reference Name: \_\_\_\_\_

Question 1. Bidder's willingness and ability to provide contracted services - likeliness of your future use:

5 4 3 2 1 0

Question 2. Bidder's ethical approach, integrity, responsiveness and effectiveness in resolving problems

5 4 3 2 1 0

Question 3. Bidder's communication, leadership, thoroughness and the availability of key personnel:

5 4 3 2 1 0

Question 4. Bidder's organizational approach to reporting, internal controls, & meeting emergency needs:

5 4 3 2 1 0

Question 5. Including compliments and complaints on this business, your overall ranking is:

5 4 3 2 1 0

## Financial References

Bidder must include their past three (3) years of audited Financial Statements. These statement will be held as confidential and proprietary but will not be returned; after the award, these audited statements will be shredded and destroyed. Bidder must also provide a Letter of Good Standing from their CPA.

COMMISSION SCHEDULE: stated value in U.S. Currency

Book Store Bidder will stipulate what Commission Rate it will apply throughout the contract period as a percentage (%) of Net Sales.

- All Three (3) Years:      Base Annual Sales up to \$: \_\_\_\_\_  
   Commission Rate: \_\_\_\_\_%
  
- Base Annual Sales in excess of \$: \_\_\_\_\_  
   Commission Rate: \_\_\_\_\_%
  
- Bidder shall submit a Percentage of Return to the College on gross sales; the College will look favorably on submissions that allow for an increasing commission percentage as sales volume increases.
  
- Bidder shall state a guaranteed minimum commission return.

## V. Rule for Award

The Book Store Procurement Team will Award this contract to the Highest Responsible and

Responsive Bidder which offers the Best Value to the College. This RFR is a revenue generating contract to the College; yet, prices must reflect the student body composition. The contract for all three (3) years will be evaluated with the following criteria:

- Percentage of Return Commission as listed.
  - \*Base Commission on Sales Volume/Annual Guarantee
  - \*Increased Commission based on additional Sales Volume
- Hours of Operation and assigned Staffing Patterns to accommodate the Charlestown campus.
- Its store policy concerning refunds, book buy-back, exchanges, check cashing, and special order requirements such as Electronic Books.
- Electronic POS (Point of Sales) transaction capability and HEOA compliance.
- All required documents listed in the RFR on COMM-PASS/COMMBUYS.
- Book Store website integration for sales, product offerings, informational purposes, and In-Store renovations offering.
- Assessment of Reference Forms submitted by vendor references under separate cover. Bankruptcies, Liens, law suits listed.
- Primary Business is the operation and Bookstore service.
- A proven management philosophy that produces excellent service; Internal control procedures and staffing will be considered & Environmental Clean Energy Policy.
- Financial Profile: Audited Financial Statements for the past three (3) years.
- Letter of Good Standing from CPA; registered to conduct business in MA.
- Department of Revenue Tax compliance update form (Massachusetts)
- A proven management philosophy that produces excellent customer service while adhering to internal control procedures.
- Continuity Plan and Environmental Plan

## **VII. Non-Collusion Form and Tax Compliance Form**

### **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

### **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

## **VIII. Additional Contract Terms and Conditions**

I have read the above listed proposal and agree with its Terms & Conditions, if awarded the contract. Changes in the College's Terms & Conditions can be negotiated; final Terms and Conditions approval rest solely with the College. A Book Store Commonwealth of Massachusetts Standard Contract Service Agreement will be finalized after the contract award.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **CONTRACTOR AUTHORIZED SIGNATURE VERIFICATION FORM**

**Individuals:** Individuals have **two options** to verify signature authorization:

1. **Official Sample of Signature.** Signature verification may be accomplished by submitting a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature, **OR**
2. **Notarization.** In the alternative, the Bidder can have their signature notarized in the space below.

**Corporations.** Corporations have **two options** to verify signature authorization.

1. **Authorization and Clerk Certification:** The Corporate Clerk may certify in the space below that they have witnessed the authorized signatory's signature (made in the Clerk's presence) **AND** that the signatory is authorized to execute contracts and other documents and legally bind the corporation. (**NOTE:** Clerks may not self-certify if they act as Clerk and as an authorized signatory. Alternative documentation should be submitted); **OR**
2. **Authorization and Official Sample of Signature or Notarization** (Complete both "a." and "b." below)
  - a. **Authorization.** The Bidder may attach a copy of a board of directors vote stating that each signatory is authorized to execute contracts and other documents and legally bind the corporation, **AND:**
  - b. **Official Sample of Signature or Notarization. (Select one option)**
    - **Official Sample of Signature.** Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing an example of the authorized signatory's signature, **OR**
    - **Notarization.** Have each of the signatory's signature notarized (made in a notary's presence) below.

### **Partnership or Other Entities**

1. **Authorization.** Attach documentation for each signatory of authorization to execute contracts and other documents and legally bind the partnership or other entity, **AND**
2. **Official Sample of Signature or Notarization:** (Select one option)
  - a. **Official Sample of Signature.** Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature; **OR**
  - b. **Notarization.** Have their signature notarized in the space below.

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#### **THIS SECTION IS FOR NOTARIZATION OR CORPORATE CLERK CERTIFICATION**

**PRINT SIGNATORY'S FULL LEGAL NAME:** \_\_\_\_\_

**SIGNATURE:** (as it will appear on documents) \_\_\_\_\_

(NOTARY) I, \_\_\_\_\_ as a notary public certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory on behalf of the Bidder, and the individual's identity was verified, on this date: \_\_\_\_\_, 20 \_\_\_\_\_. My commission expires on:

OR

(CORPORATE CLERK) I, \_\_\_\_\_ as corporate clerk of the Bidder/Contractor certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory and the signatory is authorized to execute contracts and other instruments and legally bind the Bidder/Contractor. This date: \_\_\_\_\_, 20 \_\_\_\_\_.

### **BASIC COLLEGE DATA**

1. The Charlestown Campus consists of five (6) College Buildings and a modular structure adjacent to the Building D. All buildings are connected via regular corridor levels. The Bookstore area is located on the 4<sup>th</sup> Floor of E-Building at 250 New Rutherford Ave. Charlestown, MA.
2. The class schedule of the College will approximate 7:00a.m. to 10:00 p.m., Monday through Thursday; 7:00 a.m. to 6:00p.m., Friday; and there are classes from 7:00 a.m. to 1:30 p.m. on Saturday & Sunday. Two semesters of 15 class weeks and one examination week; and three summer sessions of six (6) weeks, per session.
3. Enrollment for the Charlestown and Chelsea Campus is approximately 14,500+ students. The College is non-residential and diverse in its student population.
4. Full-time and Part-time employees are approximately 450. All administrative and support personnel are on a twelve month schedule.
5. The College allows agencies and businesses to rent the BHCC facilities for off-site meetings and functions during its fiscal year.
6. Bookstore services will be required for the entire contract period regardless of class schedule or vacation period.

### PROCUREMENT CALENDER

- |                                |  |
|--------------------------------|--|
| 1. Release of RFR on COMMBUYS: | Thursday, February 6, 2014                             |
| 2. Pre-Bid Conference:         | Thursday, March 20, 2013 @ 10:00AM,<br>Building: E-175 |
| 3. Written Questions Due:      | Thursday, April 4, 2014                                |
| 4. Answers Posted to COMMBUYS: | Friday, April 11, 2014                                 |
| 5. Bidder Response Due:        | Friday, April 25, 2014 by 1:00pm, B-325                |
| 6. Evaluation Period:          | Approx. Friday, May 16, 2014                           |
| 7. Anticipated Award Date:     | Wednesday, June 4, 2014                                |

### CHECKLIST

- Review all COMMBUYS Forms & Terms Tab
- Procurement Calendar
- Completed RFR delivered by Friday, April 25, 2014 by 1:00pm, B-325
- Non-Collusion Form (COMMBUYS Forms & Terms)
- Contractor Authorized Signature Verification Form (COMMBUYS Forms & Terms)
- Commonwealth of MA Standard Contract Form (COMMBUYS Forms & Terms)
- Tax Compliance Certificate (COMMBUYS Forms & Terms)
- W-9 Tax ID Form (COMMBUYS Forms & Terms)
- Audited Financial Statements, bankruptcies, liens, law suits
- Reference Forms submitted under separate cover via U S Mail.
- Commission Proposal
- Copy of Liability Insurance
- Staffing Pattern Proposal/Quality Requirements
- Hours of Operation/Schedule
- Sample Income Statement Sales/Expenses/Net Income & Verification of Sales
- Summary: Experience & Management Philosophy/Key Staff Listing & Resumes
- Listing of Industry & Government Associations to the Book Store Industry
- Continuity Plan and Environmental Plan
- Rule of Award





BARNES & NOBLE  
OPERATIONAL HOURS

		HOURS
Monday	8am-7pm	11
Tuesday	8am-7pm	11
Wednesday	8am-7pm	11
Thursday	8am-7pm	11
Friday	9am-4pm	7
Saturday	9am-3pm	6

Total Hours	57
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FOLLET  
OPERATIONAL HOURS

Monday
Tuesday
Wednesday
Thursday
Friday
Saturday

BARNES & NOBLE  
COMMISSION

Guaranteed	\$ 600,000.00
	\$ 1,800,000.00

OR

Year #1 & #2

%%%%%	SALES	
0.163	\$ 4,000,000.00	\$ 652,000.00
0.173	\$ 5,198,008.00	\$ 207,255.38
	<b>TOTAL COMMISSION</b>	<b>\$ 859,255.38</b>
		<b>0.165</b>

FOLLET  
COMMISSION  
Firts Year Only

Guaranteed
------------

YEAR #1 ONLY

%%%%%
0.16
0.17

Future Year #3: 95% Commission on Gross Revenues of the immediate preceding years

	\$ 859,255.38
	\$ 859,255.38
Year #3 @ 95%	\$ 816,292.61
Total Commission	\$ 2,534,803.37

Signing Bonus \$ 100,000.00

Future Years: 90% Comm immediate preceding yea

YEAR #1  
Year #2 @ 90%  
Year #3 @ 90%  
Total Commission

Capital Renovations \$ 450,000.00

\*No DOR Tax Compliance  
\*No Insurance Liability Cer  
\*Exclusive Rights: added  
in violation of RFR require

Scholarships Annually

NEBRASKA

HOURS	
9am-7pm	10
9am-7pm	10
9am-7pm	10
9am-7pm	10
9am-4pm	7
10am-3pm	5

Listed: same as current hours

Total Hours	52
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NEBRASKA

Three Years

\$ 750,000.00
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Guaranteed	\$ 700,000.00
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SALES	
\$ 5,000,000.00	\$ 800,000.00
\$ 5,198,008.00	\$ 33,661.36
<b>TOTAL COMMISSION</b>	<b>\$ 833,661.36</b>
	<b>0.160</b>

%%%%%	SALES
0.155	\$ 5,000,000.00
0.16	\$ 5,198,008.00
0.165	
	<b>TOTAL COMMISSION</b>

Commission on Gross Revenues of the  
Years

\$ 833,661.36
\$ 750,295.22
\$ 675,265.70
\$ 2,259,222.29

YEAR #1	\$ 806,681.28
Year #2 @ 90%	\$ 726,013.15
Year #3 @ 90%	\$ 653,411.84
Total Commission	\$ 2,186,106.27

Certificate  
Certificate  
Terms & Conditions to RFR  
Requirements P: 73-76  
  
\$ 10,000.00

\*References arrived with Bid; not via RFR requirements U  
separate cover  
\*listed hours of operation: current posted hours; no figu  
\*Pricing Policy P.68 for New & Used textbooks only  
Normal Gross Profit Margin for Industry

\*No Tax Compliance Certificate from DOR; submitted ST-  
Form  
\*KPMG Lack of Opinion for 2013 Filing after existing Bank  
\*NEEBO Forward-Looking Statement p.191-192 many unc

Signing Bonus	\$	300,000.00
Capital Renovations	\$	94,000.00
Scholarships	\$	1,000.00

**\$ 775,000.00**

**\$ 31,681.28**

**\$ 806,681.28**

**0.155**

US Mail

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1 Sales Tax & Use

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**BookStore Service-BUNKER HILL COMMUNITY COLLEGE-2014  
RFR EVALUATION WORKSHEET**

Name of Bidder \_\_\_\_\_

Name of Reviewer (PMT Member) \_\_\_\_\_

Date \_\_\_\_\_

Final Score \_\_\_\_\_

**Instructions:** The PMT will score the evaluation through a point (100) value system. All Bidders will receive an average of all the reviews done by PMT members. The contract award will be given to the best candidates overall and not just based on commission. The Procurement Manager is able to compare prices among all bidders and provide points accordingly. These points will be added to the points that each PMT member assigns during the evaluation. Bidder submissions will receive points based on the following:

Mandatory Requirements	Total Points Available	Comments by Reviewer and/or Team	Score
Business Experience	10 Points		
Mark-Up Policy Sheet and Staffing Pattern	30 Points		
Environmental Plan/Sustainability Plan	3 Points		
Financial Stability & DOR Form	10 Points		
Continuity Plan	2 Points		
Professional References	10 Points		
Commission Rates	30 Points		
Capital Renovation	5 Points		
	<b>100 Points</b>	<b>Final Score</b>	

**BookStore Service-BUNKER HILL COMMUNITY COLLEGE-2014  
RFR EVALUATION WORKSHEET**

**1. BUSINESS EXPERIENCE**

**(Total Maximum 10 points)**

The purpose of these requirements is to identify companies that have experience in the industry, with reliable services, financial stability, and to recognize the companies that are environmentally conscious.

**Please mark with an (X) in any criterion that applies to the Bidder that you are evaluating.**

**1. Company's years in the industry:**

- |  |   |
|--|---|
| <input type="checkbox"/> Less than three (3) years <b>0 Points</b> | <input type="checkbox"/> Three (3) years minimum <b>1 Point</b> |
| <input type="checkbox"/> Four (4) to six (6) years <b>2 Points</b> | <input type="checkbox"/> Seven (7) and over <b>3 Points</b>     |

**Total Points** \_\_\_\_\_

**2. Company's Background:**

- |   |  |
|---|--|
| <input type="checkbox"/> Public Sector Experience <b>2 Points</b> | <input type="checkbox"/> No Experience <b>0 Points</b> |
|---|--|

**Total Points** \_\_\_\_\_

**3. Contractual Agreements:**

- No contractual agreements provided **0 Points**
- in the last twelve (12) months the Bidder had at least three (3) agreements in place **1 Point**
- in the last twelve (12) months the Bidder had more than four (4) agreements in place **2 Points**
- Contractual terminations and reasons **-3 points**

**Total Points** \_\_\_\_\_

**4. Individuals Resume:**

- No information provided **0 Points**
- Individual(s) specialized experience in his/her field for at least three (3) years **1 Points**
- Individual(s) specialized experience in his/her field for over five (5) years **2 Points**

**Total Points** \_\_\_\_\_

**5. Associations in the Bookstore Service Industry:**

- 1 Association Membership: 1 Point**

**Total Points** \_\_\_\_\_

**6. Not Registered as a Business in the Commonwealth minus-2pts**

**Total Points for Business Experience** \_\_\_\_\_



**BookStore Service-BUNKER HILL COMMUNITY COLLEGE-2014  
RFR EVALUATION WORKSHEET**

**2. Bid Markup Sheet and Staffing Pattern (Total Maximum 30 points)**

Bid Pricing Sheet: acceptance of an approved bid pricing sheet with reasonable costs for the diverse student body, faculty and staff. Calculate the average price submitted. Pricing must reflect the student body ability to pay.

**\*Up to 10pts Maximum New Textbook Mark-Up Percentage to 30%  
Maximum Used Textbook Mark-Up Percentage to 50%**

**Minimum Mark-Up Percentage 20%**

- \*Pricing of new textbooks: percentage weight of Sales: 75% \_\_\_\_\_%margin Weight value\_\_\_\_
- \*Pricing of used textbooks less the new selling price %:  
percentage weight of Sales: 18% \_\_\_\_\_%margin Weight value\_\_\_\_
- \*Pricing of new/used rental book: percentage weight of Sales 6.5% \_\_\_\_\_%margin Weight value\_\_\_\_
- \*Pricing of digital books percentage weight of Sales 0.5% \_\_\_\_\_%margin Weight value\_\_\_\_

Total Points \_\_\_\_\_

Score Calculation:

- 20-22% \_\_\_\_\_ up to\_16\_\_\_\_\_
- 22.1-24% \_\_\_\_\_ up to\_17\_\_\_\_\_
- 24.1-26% \_\_\_\_\_ up to\_18\_\_\_\_\_
- 26.1-28% \_\_\_\_\_ up to\_19\_\_\_\_\_
- 28.1-30% \_\_\_\_\_ up to\_20\_\_\_\_\_

Final Score: \_\_\_\_\_

\*Example Used Textbooks: sold to student \$40; new price \$100, %less-25 = \$75.

**Staffing Pattern assessed on the average daily and weekend hours presented:**

**\*Up to 10pts Staffing Pattern with most operational total hours of service that offers the Best Value**

**Up to -4 pts for less than effective Staffing Pattern based on total hours**

Total Points \_\_\_\_\_

**Total Points for Bid Pricing Sheet\_\_\_\_\_**

**BookStore Service-BUNKER HILL COMMUNITY COLLEGE-2014  
RFR EVALUATION WORKSHEET**

<b>3. Environmental Plan &amp; Sustainability Plan</b>	<b>(Total Maximum 3 points)</b>
<p>Environmental Plan &amp; Sustainability Plan[Check all that apply]:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> No information provided <b>0 Points</b></li><li><input type="checkbox"/> Bidder has a paper products recycling program <b>1 Point</b></li><li><input type="checkbox"/> Bidder uses products and equipment with are environmentally friendly <b>1 Point</b> ie: Energy Star</li><li><input type="checkbox"/> Other practices not mentioned above that benefit book store environment <b>1 Point</b> Vendor suppliers offer environmental performances: ie: recycle products in use, etc</li></ul> <p><b>Executive Order: 515 EPP</b></p> <p style="text-align: right;"><b>Total Points _____</b></p>	

<b>4. FINANCIAL STABILITY</b>	<b>(Total Maximum 10 points)</b>
<p>It is important that Bidders being considered for and awarded are able to support and fund their daily operations; for this reason the following needs to be rated <b>[Check all that apply]</b>:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> Bidder provided certified letter of Good Financial Standing from CPA. Up to <b>8 Points</b> with certified/audited Financial Statements: 1yr___ 2Yr___ 3Yr___ and Bidder presented its total annual gross revenue for the last three (3) years</li><li><input type="checkbox"/> Bidder supplied documents Certificate of Good Standing &amp; Letter of Compliance from DOR. Up to <b>2 Points</b></li><li><input type="checkbox"/> Bidder identified pending any contract default(s) and terminations, litigation and bankruptcy, Up to: <b>-3 Points (minus)</b></li><li><input type="checkbox"/> No information provided <b>0 Points</b></li></ul> <p style="text-align: right;"><b>Total Points _____</b></p>	

<b>5. Continuity Plan</b>	<b>(Total Maximum 2 points)</b>
<p><b>The Bidder must provide a Continuity Plan to be submitted as an element of the bidder's proposal. In case of an emergency, the bidder will be asked the following:</b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> <b>Indicate whether there is a written Business Continuity Plan that describes how your company will continue to do business in case of emergency: such as a natural disaster, fire, etc.</b></li><li><input type="checkbox"/> <b>Specify work recovery measures and the means to re-establish physical records while maintaining Book Store service at the College.</b></li><li><input type="checkbox"/> <b>Detailed recovery plan provided: data backup, delivery measures to meet student/faculty needs, offsite property lease for book store service, etc.</b> Up to <b>2 Points</b></li><li><input type="checkbox"/> <b>If no significant contribution is committed</b> <b>0 Points</b></li></ul> <p style="text-align: right;"><b>Total Points _____</b></p>	

**BookStore Service-BUNKER HILL COMMUNITY COLLEGE-2014  
RFR EVALUATION WORKSHEET**

**6. PROFESSIONAL REFERENCES**

**(Total maximum 10 points)**

Business references are required from customers with whom there is a standing business relationship of one year or greater duration. Values are averaged from references supplied to PMT by RFR due date. Answers values are from zero to five; five (5) is the highest value and zero (0) the lowest value.

- Question 1. Bidder's willingness and ability to provide contracted services - likeliness of your future use:

Reference Letter #1 \_\_\_\_\_

Reference Letter #2 \_\_\_\_\_

Reference Letter #3 \_\_\_\_\_

Average for Question 1 \_\_\_\_\_

- Question 2. Bidder's ethical approach, integrity, responsiveness and effectiveness in resolving problems:

Reference Letter #1 \_\_\_\_\_

Reference Letter #2 \_\_\_\_\_

Reference Letter #3 \_\_\_\_\_

Average for Question 2 \_\_\_\_\_

- Question 3. Bidder's communication, leadership, thoroughness and the availability of key personnel:

Reference Letter #1 \_\_\_\_\_

Reference Letter #2 \_\_\_\_\_

Reference Letter #3 \_\_\_\_\_

Average for Question 3 \_\_\_\_\_

- Question 4. Bidder's organizational approach to reporting, internal controls, & meeting emergency needs:

Reference Letter #1 \_\_\_\_\_

Reference Letter #2 \_\_\_\_\_

Reference Letter #3 \_\_\_\_\_

Average for Question 4 \_\_\_\_\_

- Question 5. Including compliments and complaints on this business, your overall ranking is:

Reference Letter #1 \_\_\_\_\_

Reference Letter #2 \_\_\_\_\_

Reference Letter #3 \_\_\_\_\_

Average for Question 5 \_\_\_\_\_

- Score below 10 = **0 points**
- Score between 13 and below 15 = **3 points**
- Score between 17 and below 18 = **5 points**
- Score between 20 and below 22 = **8 points**
- Score of 25 = **10 points**

- Score between 10 and below 13 = **2 points**
- Score between 16 and below 17 = **4 points**
- Score between 19 and below 20 = **7 points**
- Score between 23 and below 25 = **9 points**

**BookStore Service-BUNKER HILL COMMUNITY COLLEGE-2014  
RFR EVALUATION WORKSHEET**

**7. Capital Renovation Funding**

**(Total Maximum 5 points)**

*\$75,000 - \$200,000	up to 1pts
*\$200,001 - \$300,000	up to 2pts
*\$300,001 - \$400,000	up to 3pts
*\$400,001 - \$500,000	up to 4pts
*\$500,001 and greater	5 points

**Total Points:** \_\_\_\_\_

**8. Commission as a percentage of Sales**

**(Total Maximum 30 points)**

*1-9%	0 pts
*9.1 – 10%	up to 3pts
*10.1 –11%	up to 6pts
*11.1 –12%	up to 10pts
*12.1 -13%	up to 15pts
*13.1 – 14%	up to 18pts
*14.1 - 15%	up to 23pts
*15.1 - 16%	up to 25pts
*16.1 - 17%	up to 28pts
*17% and >	30pts

\*Use of FY-2013 Sales to determine % points: \$5,198,008.00 awarded.

February 20, 2014

\*Question from Barnes & Noble: How many professional references are required with the bid submission?

\*Answer: three (3) professional references are required for submission prior to the bid deadline; all references must be presented under separate cover via the Letterhead of the vendor submitting the reference. Any references beyond the three (3) references will be discarded by the College.

## **INVITATION TO BID**

**Sealed Invitation for Bids are invited for Operating and Managing the BookStore Services at Bunker Hill Community College, Charlestown Campus. Information for Bid requirements are available in Room B-325, Bunker Hill Community College, 250 New Rutherford Avenue, Boston, MA 02129-2991. Bid opening and assessment will be on/after 1:00pm, April 25, 2014. The Bid Package for Operating and Managing the BookStore Services---BookStore-BHCC-2014 is available on Comm-PASS.**

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osd](http://www.mass.gov/osd) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> Barnes & Noble College Book Sellers (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Bunker Hill Community College	
<b>Legal Address:</b> (W-9, W-4,T&C): 66 Cedar St Newington, CT 06111		<b>Business Mailing Address:</b> 250 New Rutherford Ave Boston, MA 02129	
<b>Contract Manager:</b> Hil Estock		<b>Billing Address</b> (if different):	
<b>E-Mail Address:</b>		<b>Contract Manager:</b> Richard Pishkin	
<b>Phone:</b> 860-666-3614	<b>Fax:</b>	<b>E-Mail Address:</b>	<b>E-Mail Address 2:</b>
<b>Contractor Vendor Code:</b>		<b>Phone:</b> 617-228-2427	<b>Fax:</b> 617-228-2120
<b>Payment Address Code:</b> (e.g. "AD001") AD0 ____.		<b>MMARS Doc ID(s):</b>	
Is this Payment Address Code set up for EFT? <input type="checkbox"/> Yes <input type="checkbox"/> No. (If "No" the Contractor must attach <a href="#">EFT paperwork</a> )		<b>RFR/Procurement or Other ID Number:</b>	
<b>___ NEW CONTRACT</b>		<b>___ CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <a href="#">Employment Status Form</a> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal Exemption or Other:</b> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: <u>06/30</u> , 20 <u>12</u> . Enter Amendment Amount: \$ <u>0.00</u> . (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal Exemption or Other:</b> (Attach authorizing language/justification and updated scope and budget)	
The following <a href="#">COMMONWEALTH TERMS AND CONDITIONS</a> (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (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"/> <b>Rate Contract</b> (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"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ _____.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> 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 exemption: ___ statutory/legal or Ready Payments ( <a href="#">G.L. c. 29, § 23A</a> ); ___ federal grant/trust; ___ initial payment (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See <a href="#">Prompt Pay Discounts Policy</a> .)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.) Contract Amendment Extension for BookStore services at Bunker Hill Community College per original RFR.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <a href="#">Effective Date</a> (latest signature date below subject to any required approvals) and <b>no</b> obligations have been incurred <b>prior</b> to the <a href="#">Effective Date</a> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the <a href="#">Effective Date</a> below and <b>no</b> obligations have been incurred <b>prior</b> to the <a href="#">Effective Date</a> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the <a href="#">Effective Date</a> below, and the parties agree that payments for any obligations incurred prior to the <a href="#">Effective Date</a> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>06/30</u> , 20 <u>14</u> , 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.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <a href="#">Effective Date</a> " 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 makes all certifications required under the attached <a href="#">Contractor Certifications</a> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, 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 <a href="#">Commonwealth Terms and Conditions</a> , this Standard Contract Form including the <a href="#">Instructions and Contractor Certifications</a> , the Request for Response (RFR) or other solicitation, the Contractor's Response, 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 <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATORY FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATORY FOR THE COMMONWEALTH:</b>	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>HIL ESTOCK</u>		Print Name: <u>JESSE M. THOMPSON</u>	
Print Title: <u>VICE-PRESIDENT, STORES/ CAMOUS RELATIONS</u>		Print Title: <u>EXECUTIVE VICE-PRESIDENT &amp; CFO</u>	




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**INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS**

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

**CONTRACTOR LEGAL NAME (AND D/B/A):** Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

**Contractor Payment Remittance Address:** Enter the address other than the Legal Address for payments which must match the remittance address on the W-9 submitted by the Contractor. All Contractor payments are made via EFT in accordance with the Bill Payment Policy.

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Legal notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** Enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned along with the [Payment Remittance Address Code](#) (e.g., "AD001") for this Contract. The Department is responsible for verifying with authorized signatories of the Contractor, as part of the procurement and contracting process, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the Vendor Code and that the payment address code is set up for EFT payments. **EFT is required for all payments absent exceptional circumstances.**

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the [three \(3\) letter MMARS Code](#), assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for written notice under the Contract.

**Department Billing Address:** Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. An alternate contact may also be entered under E-Mail Address 2 (optional). Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other

reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

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**NEW CONTRACTS (left side of Form):**

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

**Statewide Contract (OSD or an OSD-designated Department).** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD.** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement.** Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

**Emergency Contract.** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee.** Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other Exemption.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

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**CONTRACT AMENDMENT (Right Side of Form)**

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See [Amendments, Suspensions, and Termination Policy](#)."

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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.

**Interim Contracts.** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee.** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Legislative/Legal or Other Exemption.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from



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being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

## COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

## COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations.

## PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Payment Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify the exemption: (1) statutory/legal/Ready Payments (2) federal grant/trust or (3) initial state grant or entitlement payments for start up costs. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Payment Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, and determine if the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) has been selected. Enter "Multi-User Departmental procurement" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient. The Department may include any additional information in this section to identify unique or important information related to this Contract, program or the Contractor. If multi-Department user Contract, identify multi-Department use is allowable

## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract or Contract Amendment may be incurred, either as of the Effective Date (latest signature date and of any required approvals) a LATER date, or if the performance has already been incurred PRIOR to the Effective Date by selecting the appropriate option. In the event obligations have been incurred by the Contractor prior to the Effective Date, the Contract must include detailed supporting documentation of performance made prior to the Effective date (including during a lapse between a Contract expiration and Contract Amendment) or the terms and process for eligible reimbursements after performance has been made by the Contractor (e.g., grant program). Proof of eligible reimbursement program must be attached. For Settlements, the parties agree to resolve payment for performance made outside the scope of the Contract (prior to Effective date or after termination date) which releases the Commonwealth from further obligations for the identified performance. This Amendment option is used in lieu of the [Settlement and Release Form](#). Settlement payments are included under the same encumbrance and object codes as the Contract. Performance dates are subject to [G.L. c.4, § 9](#).

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation

document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

## CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

**Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

**Authorizing Signature For Commonwealth/Date:** The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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:

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" which purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

**Contractor Code of Conduct and Business Ethics.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse. The Contractor certifies that a Code of Conduct and Business Ethics will be available for review upon request within 60 days of the Effective Date of this Contract which will be provided to all employees and subcontractors involved in contract performance.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied

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and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

**Payments Subject To Appropriation.** Pursuant to [G.L. c. 29 § 26, § 27 and § 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [State tax laws](#) including but not limited to [G.L. c. 62C, G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the

Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C Sec. 12,101, et seq.](#) the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP SmartBid subscription process at: [www.commm-pass.com](#) and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment,

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lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications** (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

## EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346. Hiring of State Employees By State Contractors.** Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the

awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A. **Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase 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. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

FOLLETT

#1	Sales Revenue past two years	FY-2012	FY-2013
	New Textbooks	\$ 3,578,411.00	\$ 3,263,286.00
	Used textbooks	\$ 871,704.00	\$ 971,373.00
	Textbook Rental	\$ 309,786.00	\$ 400,863.00
	Digital Textbooks	\$ 14,731.00	\$ 17,551.00
	Trade/General Books	\$ 71,380.00	\$ 80,909.00
	Supplies	\$ 174,996.00	\$ 204,114.00
	General merchandise	\$ 74,975.00	\$ 76,156.00
	Gifts	\$ 2,732.00	\$ 3,483.00
	Convenience	\$ 83,779.00	\$ 85,412.00
	Computer Sales	\$ 89,456.00	\$ 91,456.00
	Other	\$ 7,895.28	\$ 4,094.00
	<b>TOTAL</b>	<b>\$ 5,279,845.28</b>	<b>\$ 5,198,697.00</b>

#2	Pricing Policy
	New Textbooks 27% gross margin
	Used textbooks 25% less new selling price
	Textbook Rental Ave: 50%
	Digital Textbooks based on Publisher's Price

#3 Sales per Website \$ 676,476.00

#4 Square Footage 797 square feet

Last Renovation: New Ceiling installed five (5) years ago

#5 CAD Footprint: Not available: Security Issue

#6 Fixtures Owned by BHCC; available for use by successful bidder



#7 

Amortization
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 No Balance \$0.00  
Commitment of \$75,000 for renovations over five (5) year period

#8 

Special programs
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*Financial Aid Integration	uploaded from Financial Aid to Server
*Registration Integration	website link to BHCC
*Campus Card Integration	BHCC One Card
*Flat Course Material Fee	N/A

#9 

Special Discounts
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 10% discount to Faculty/Staff  
20% Discount to BHCC Departments

#10 

Current Financial Package currently in place with current vendor
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\*Commission  
9.5% up to \$2 million  
10.5% \$2M to \$3M  
11.5% \$3M to \$4M  
12% over \$4M

*Renovation funds	Commitment of \$75,000 for renovations over five (5) year period
*Contributions	N/A
*Donations	N/A
*Scholarships	N/A