



**BUNKER HILL COMMUNITY COLLEGE**

**Request For Proposal**

**BHCBSTR19**

**Bookstore Management Services**

**All Proposals must be delivered to:** Mukti Raut, Director of Purchasing  
Bunker Hill Community College  
c/o: Business Office, Room H-194  
570 Rutherford Ave  
Boston MA 02129

**Name of Respondent:** \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_

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

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

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

**Web Address:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

**Signature of Authorized Agent:** \_\_\_\_\_

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

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## **ABBREVIATIONS**

RFP Request for Proposal

HEOA Higher Education Opportunity Act

OER Open Educational Resources

POS Point of Sales

NEASC New England Association of Schools and Colleges

LMS Learning Management System

EIN Employer Identification Number

PMT Procurement Management Team

## I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

The purpose of this request is to receive proposals for the operation of the College Bookstore. The successful proposer will be responsible for all phases of the bookstore operation within Bunker Hill Community College. The successful proposer must have its primary business function as a bookstore provider and service.

### Proposal Delivery

All proposals must be delivered to:

**Bunker Hill Community College**  
**c/o: Business Office Room: H-194**  
**570 Rutherford Ave.**  
**Boston, MA 02129**

All elements and all forms of the proposal must be delivered printed and date-stamped at the above office by 1:00 PM on February 22, 2019. Late proposal responses will not be accepted. Proposals faxed or electronically submitted via email will not be accepted as a proposal delivery. Information submitted beyond the scope required in the RFP may hinder vendor evaluation. One proposer will be awarded the bookstore service contract.

Two (2) copies of the proposal should be submitted. Proposals must be sealed and marked as follows: **Bookstore- BHCSTR19**

All proposals must include a Non-Collusion Form, a Reference Form, a Contractor Authorized Signature Verification Form and a Tax Compliance Form.

Upon evaluation, Massachusetts Standard Contract Form with Terms and Conditions Form will be used to enter into the contract with a successful bidder.

### Proposal Signature

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

### Time for Proposal Acceptance

The contract will be awarded within 45 Days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between Bunker Hill Community College and the apparent highest responsive and responsible proposer that offers the best value to the College. The college reserves right to reject all proposals without a cause if it is in the college's best interests to do so. This proposal is a revenue generating contract for the College.

## Changes and Addenda

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

The addendum will be posted to COMMBUYS for easy access by any proposer and it is a proposer's responsibility to monitor COMMBUYS for all addendum so that a current response can be submitted.

## Questions about the RFP

Questions are sent written via email to [mnraut@bhcc.mass.edu](mailto:mnraut@bhcc.mass.edu) referencing the proposal number in email's subject line, with any question. All questions and answers will be distributed to all registered proposers on record as having picked up the RFP.

Proposers are prohibited from communicating directly with any employee of the procuring committee except as specified in this RFP, and no other individual, or representative of the College is authorized to provide any information or respond to any question or inquiry concerning this RFP. The contact for this RFP is Mukti Raut, Director of Purchasing with contact number 617.228.2433. Proposers may contact the contact person for this RFP in the event this RFP is incomplete or the proposer is having trouble obtaining any required attachments electronically through COMMBUYS.

## Modification or Withdrawal of Proposals, Mistakes, and Minor Informalities

A proposer may correct, modify, or withdraw a proposal by written notice received by the Bunker Hill Community College prior to the time and date set for the deadline of proposal submission. Proposal 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 RFP. A proposer's alteration to this RFP will disqualify the proposer from the proposal process.

After the proposal opening, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the College or fair competition.

## Proposer Responsibility

This RFP has been distributed electronically using the COMMBUYS system. It is the responsibility of every proposer to check COMMBUYS for any addenda or modifications to a solicitation for which they intend to respond. The College, the Commonwealth of Massachusetts, and its subdivisions accept no liability and will provide no accommodation to proposers who submit a response based on an out-of-date solicitation document. Potential proposers 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.

### Site Visit or Walk Through

A site visit or walk through will be held on Monday, February 04, 2019 at 10 A.M at Bunker Hill Community College, G-Building, 250 New Rutherford Ave., Boston, MA 02129. Attendee will be received by the RFP contact person in the lobby of G Building. Late arrival cannot be accommodated.

### Right to Cancel/Reject Proposals

Bunker Hill Community College may cancel this RFP, or reject in whole or in part, any and all proposals, if the College determines that cancellation or rejection serves the best interests of the College. The College will not acknowledge a proposer's Terms & Conditions throughout the award. Terms & Conditions are negotiable by mutual agreement/contract; final Terms & Conditions are at the sole discretion of the College. The College makes no guarantee that any service will be purchased resulting from this RFP.

### Proposal Prices to Remain Firm

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

### Unforeseen Office Closure

If, at the time of the scheduled proposal opening, the Business Office is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal opening will be postponed until 1:00 p.m. on the following normal business day. Proposals will be accepted until that date and time.

### Contract Term Length and Renewal Options

The contract period will run for an initial three (3) year period from July 1, 2019 through June 30, 2022; with two (2) one (1)-year options to renew or extend at the discretion of the College from July 1, 2022 to June 30, 2023; and from July 1, 2023 to June 30, 2025. Options to renew the contract will be determined at least 90 days prior to the end of the three (3) year period.

### Performance Bond

The successful Contractor must furnish with the executed contract a Performance Bond for the sum of One Hundred Thousand Dollars (\$100,000) renewable each year of the Contract Term. The Performance Bond shall be with a surety company qualified to do business in the Commonwealth of Massachusetts. The Contractor shall pay all premiums for the Performance Bond.

## II. 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.
- 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.
- Higher Education Opportunity Act (HEOA) Policy Enforcement: Proposer must show that the Bookstore's website will provide information under the HEOA Compliance Law, inclusive of the Net Price Calculator, for student use.
- Bidder must provide a digital delivery program for course materials through websites or online platforms. It must also integrate with the college's Learning Management System (LMS).
- The college intends making educational contents widely available to the college community through Open Educational Resources (OER). The successful proposer must support and offer OER materials directly to students integrated through LMS. The college reserves right to contract a different contractor for OER services, without involving the bidder, if the college decides that as necessary for the OER initiative and progress.
- Proposer must list any Industry or Government Associations, Affiliation or Certifications which is applicable to the Bookstore Management Service Industry.

## III. BASIS OF COMPENSATION

Commissions will be paid to Bunker Hill Community College as a percentage (%) of Gross Sales. Commissions will be paid monthly on the 15<sup>th</sup> of the following month and will include detailed backup of Sales by Merchandise Category, Rental Sales\_& Special Commissions. 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>.

2018	2017	2016	2015	2014	2013	2012
\$4,025,259.25	\$4,479,814.98	\$5,008,524.26	\$5,265,664.23	\$5,051,761.38	\$5,198,008.14	\$5,280,009.19

Last five years' commissions payments had remained at least above 16.3% annually.

#### IV. INFORMATION TO BE SUBMITTED

- Proposer must 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.
- Proposer must provide information on years of experience in the industry.
- Proposer must submit a complete list of all bookstore contracts performed in the past 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.
- Proposer must submit a proposed one-year budget plan for the bookstore.
- Proposer must state how it will furnish the College with verification of sales.
- Proposer must 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 adequately services Day, Evening and Weekend students.
- Proposer must submit information about hiring practices and compliance. The information must elaborate recruitment program, selection criteria and process.
- Proposer must submit a Commission Return % to the College on gross sales.
- Proposer must state a guaranteed minimum commission return.
- Proposer shall submit a signing bonus to the college as part of the benefit package.
- Proposer must 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.



- Proposer 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.
- Proposer must provide an environmental plan that includes information on recycling program and usage of environment friendly products and equipment.
- Proposer 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.

## V. BUSINESS CONTINUITY PLAN

To be submitted as an element of the proposer's proposal. In case of an emergency, the awarded proposer may be asked the following:

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

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

## VI. PRICING POLICY

Proposer must provide their pricing policy. Additionally, proposers must provide their policy on 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.

## VII. SCOPE OF SERVICES

**The successful contractor must provide the following services as an operational Bookstore.**

1. Provide all books, other course related materials, all furniture, associated supplies and equipment to operate a college bookstore.
2. The Proposer shall adhere to published list prices from all publishers; any exceptions to this policy should be noted in the proposal. All other materials and supplies sold in the 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 to the College's students, faculty and staff; and to allow on-site observation of these services by the College's representatives.
5. The Proposer will post its Return Policy in a clear area for general review as approved by the College.
6. The Proposer 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 to designated compacting or holding areas at the delivery/shipping dock area. Trash receptacles must be cleaned thoroughly at least once per week. Recyclable trash must be placed in the designated holding areas either at the Receiving Dock or in an area as designated by the Facilities department. The Proposer must employ the use of "Blue" recycle bins in its efforts to comply with being "Green" & 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, when utilizing the College's elevators, 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. 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 or 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 Contractor Shall include a provision that there will be no right of subrogation against the College in the event of a workers' compensation or liability insurance payment.

17. The Contractor shall have and maintain without deductibility, Contractor's Public Liability and Property Insurance and Contractor's Protective Public Liability, Protective Property Damage Liability Insurance and Comprehensive Automobile Liability in not less than the following amounts:

i) Worker's Compensation

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

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

ii) Comprehensive General Liability

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

1) Bodily Injury	
a) Each Person	\$1,000,000.00

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

18. 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.

19. 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.

20. 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.

21. 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.
22. 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.
23. 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.
24. 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.
25. HEOA Policy Website—compliance of federal law for the drill down implementation for student use with the total cost indicator.
26. 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.
27. 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.
28. Subcontracting Policies: Prior approval of the College is required for any subcontracted service of the contract. The successful proposer 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 RFP.
29. The College shall provide for use of the Bookstore vendor: facilities including workrooms, display areas, and office space.
30. 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.
31. Rubbish removal from designated compacting or holding areas on the receiving/shipping dock area.
32. Window treatments, ceiling light fixtures and painted walls as existing on July 1, 2019 throughout the appropriate Book Store service areas.

33. Equipment (installed permanent and portable) as existing in the areas on July 1, 2019.
34. 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.
35. Parking facilities as provided for regular College support personnel.
36. One telephone connecting to the College's system reserved only for on-campus calling and receipt of incoming telephone calls.
37. Buffing and/or waxing, as needed and determined by the College, of floor surfaces in the BookStore service area.
38. The College will include its pest control program to the Book Store vendor.

### Estimated hour

- ✓ Proposer 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

### Quality Requirement

- ✓ Proposer must have their primary business operating a College BookStore service with an approximate student population of either 13,000 or greater.
- ✓ Proposer must have Multi-Site experience for operating a College BookStore service.
- ✓ Proposer must have been in the BookStore service business for a minimum of three (3) years.
- ✓ Proposer must be a licensed retailer and service provider for a minimum of three (3) years or greater to the proposed contract preferably in the area of Higher Education.

## VIII. REFERENCES

Business references are required from customers with whom there is a standing business relationship of one year or greater duration. Reference form is to be Submitted under separate cover with Reference Letterhead and Envelope via the U S Postal Service to the College's RFP Contract Person prior to the close date of the RFP. Full mailing address is provided below.

**Mukti Raut, Director of Purchasing  
Bunker Hill Community College  
c/o: Business Office, Room H-194  
570 Rutherford Ave  
Boston MA 02129**

References are important elements of the proposal process. Values are averaged from references supplied to PMT by RFP due date. Please use the form **Exhibit B** to submit the

information.

### Financial References

Proposer must include their past three (3) years of audited Financial Statements. These statement will be held as confidential and proprietary and will not be returned.

### Commission Schedules

Book Store Proposer must stipulate what Commission Rate will apply throughout the contract period as a percentage (%) of Gross Sales. Use the uniform financial proposal sheet included in Exhibit A.

### Rule of Award

The Book Store Procurement Team will Award this contract to the Highest Responsible and Responsive Proposer that offers the Best Value to the College. This RFP is a revenue generating contract to the College; yet, prices must reflect the student body composition. Proposers responding to this RFP may be requested to clarify issues or to provide additional insights into their proposal through written clarifications and/or oral presentations. The COLLEGE reserves the right to request best and final offers from firms that are determined to be susceptible for contract award.

The Proposals will be evaluated using the following approach and scoring system:

<b>Mandatory Requirements</b>	<b>Total Points Available</b>	<b>Comments by Reviewer and/or Team</b>	<b>Score</b>
Business Experience	5 Points		
Business Capacity & Quality	5 Points		
Environmental and Business Continuity Plan	10 Points		
Financial Stability	10 Points		
Professional References	10 Points		



Financial Package	60 Points		
Oral Presentation	10 Points (Add)		
	<b>100 Points</b>		<b>Final Score</b>

## IX. COLLEGE CONDITIONS

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

### Non Collusion form and Tax Compliance Form

These forms are included with the RFP in the Exhibit **E and F**. These forms must be completed and submitted with the proposal.

## X. BASIC COLLEGE DATA

BHCC, located in Boston, Massachusetts, is the largest community college in Massachusetts, with more than 13,000 students enrolled per semester. BHCC, founded in 1973, is fully accredited by the New England Association of Schools and Colleges (NEASC). Bunker Hill Community College's Charlestown Campus is situated on approximately 42 acres in the historic Charlestown neighborhood of Boston.

With two main campuses in Charlestown and Chelsea, in addition to three satellite campuses and several instructional centers throughout the Greater Boston Area, BHCC offers a wide range of learning options to suit the diverse needs of our student body. The main campus consists of six buildings (A, B, C, D, E and G) and H-Building located in the Hood Business Park, just beyond the G Building. Students can choose from day, afternoon, evening, late-evening, weekend, web-based and distance-learning courses to fit their busy schedules.

BHCC is proud to be the most affordable community college in Massachusetts. We offer more than 100 academic programs, including associate degree programs, certificate programs and programs designed to allow students to complete their first two years of a bachelor's degree before transferring to a four-year university. Our dedicated, caring faculty and counselors are here to help students achieve their personal, academic and career goals.

The college runs day, evening, and weekend classes. Enrollment is more than 13000 students. The College is non-residential and diverse in its student population and employees approximately 1124 full-time employees. The College allows agencies and businesses to rent the BHCC facilities for off-site meetings and functions during its fiscal year.

EXHIBIT A

Financial Proposal: Please Complete

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

EXHIBIT B

**BOOKSTORE SERVICES-BUNKER HILL COMMUNITY COLLEGE-2019  
BHCSTR2019 RFP REFERENCE FORM  
(To be completed and sealed by customers)**

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

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

Excellent          Good          Fair          Poor

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

Excellent          Good          Fair          Poor

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

Excellent          Good          Fair          Poor

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

Excellent          Good          Fair          Poor

Question 5. Your overall ranking for bidder's service performance with your organization

Excellent          Good          Fair          Poor

Customer's Organization: \_\_\_\_\_

Authorized Signature and Date: \_\_\_\_\_

## Exhibit C

### *College Condition Form*

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

1. Bunker Hill Community College reserves the right to modify the requirements of this proposal after its release. All Proposers will be notified of any modifications to the requirements of this proposal. Wherever the College is referred to herein, such reference will be to the President or his/her designee, as stated periodically in writing during the term of the contract.
2. Proposers who submit a response may be required to give an oral presentation to Bunker Hill Community College. This shall provide an opportunity for a Proposer to clarify or elaborate on the Proposal, but shall in no way change the original Proposal. The College shall schedule the time and location, if needed.
3. By submitting a Proposal, the Proposer agrees that it will not make any claims or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.
4. The successful Proposer will be notified in writing by letter.
5. Omissions, inaccuracy or misstatements is sufficient cause for rejection of the Proposal.
6. The Agreement, if awarded, shall be governed and construed in accordance with the laws of Massachusetts.
7. The contract does not allow for the successful proposer to operate any Coin-Operated Vending Machines during the life of the contract. Pre-packaged snacks and candy rights are non-exclusive and shared with the College Cafeteria Service and the College Vending Service; the successful proposer may sell Pre-packaged snacks and candy only within its physical boundaries as assigned by the College for Bookstore sales. The college has Pouring Right contract with a different sponsor and includes Bookstore sales area for sales of beverages.
8. 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.

9. The Contractor agrees that all book purchases requested by the College will require a valid Purchase Order issued either by the Business Office of the College or Purchased by use of Purchasing Credit Card (P-Card).
10. The Contractor agrees that the College's invoice payment can be made by use of Accounts Payable Credit Card.

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Signature of individual submitting bid or proposal

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Name of business

Exhibit D

***Certificate of Non-Collusion***

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

---

Signature of individual submitting bid or proposal

---

Name of business

Exhibit E

***Tax Compliance Certification***

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

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Signature of person submitting bid or proposal

---

Name of business



EXHIBIT F

**FOOD SERVICES-BUNKER HILL COMMUNITY COLLEGE-2018  
BHCSTR2019 RFP 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. There is extra 10 points allocated for Oral Presentations. 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 price. 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	5 Points		
Business Capacity & Quality	5 Points		
Environmental and Business Continuity Plan	10 Points		
Financial Stability	10 Points		
Professional References	10 Points		
Financial Package	60 Points		
Oral Presentation	10 Points (Extra)		
	<b>100 Points</b>	<b>Final Score</b>	

**1. BUSINESS EXPERIENCE**

**(Total Maximum 5 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:**

- Less than three (3) years: **0 Points**
  - Four (4) to six (6) years: **2 Points**
  - Three (3) years minimum: **1 Point**
  - Six (6) and over: **3 Points**
- Total Points** \_\_\_\_\_

**2. Company's Certifications or Affiliations:**

- At least one professional certification: **1 Points**
  - No certification or non-provided: **0 Points**
- Total Points** \_\_\_\_\_

**3. Contractual Agreements:**

- No existing contractual agreement in the last 36 months: **0**
  - in the last 36 months the Bidder had at least two (2) agreements in place: **1 Point**
- Total Points** \_\_\_\_\_

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

**2. BUSINESS CAPACITY AND QUALITY**

**(Total Maximum 5 points)**

The principle behind these prerequisites is to award the contract to companies that have a system in place to recruit and hire qualified workers, that provide adequate training to their employees, and that can determine how their resources should be allocated in case of an emergency.

**1. Hiring Practices/Compliance** [Check all that applies]:

- Recruitment Program **3 Points**
- Selection Criteria **1 Points**
- Process by which candidates are chosen **1**

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

**3. ENVIRONMENTAL PLAN**

**(Total Maximum 5 points)**

Environmental Plan [Check all that apply]:

- No information provided **0 Points**
- Bidder has a recycling program **3 Points**
- Bidder uses products and equipment with are environmentally friendly **2 Points**

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

**3. BUSINESS CONTINUITY PLAN**

**(Total Maximum 5 points)**

Business Continuity Plan [Check all that apply]:

- No information provided **0 Points**
- Bidder has an extensive Business Continuity Plan (BCP) **3Points**
- Bidder described work recovery measures only **2 Point**

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

**4. FINANCIAL STABILITY**

**(Total Maximum 10 points)**

Key Ratio Analysis and ranking. Excellent=10, Good=8, Fair=6 and Poor=0

**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 RFP due date. Answers values are from zero to 10; Ten (10) 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. Your overall ranking for bidder's service performance with your organization

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

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

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

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

Excellent=10 ,Good=8, Fair=6 and Poor=0

**7. Oral Presentation (Total Maximum 10 points)**

In this category, sort listed proposers who are invited for Oral Presentations, will be evaluated and scored from 0 to 10.

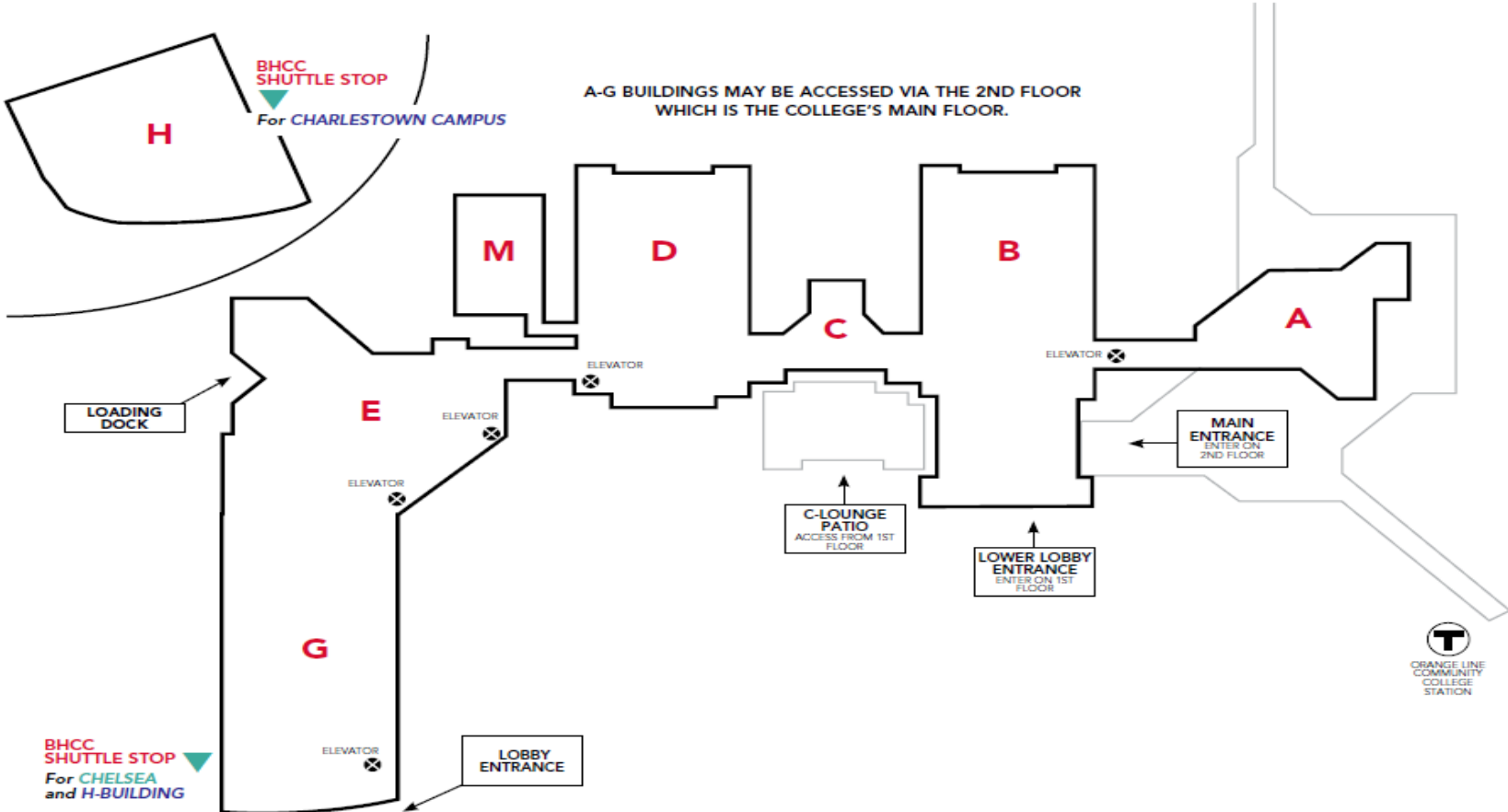
**8. Financial Package Evaluation (Total Maximum 60 points)**

In this category, point will be assigned by ranking commission rate proposal as well as pricing policy. The top rank will secure 60 points from this category, 2<sup>nd</sup> will secure 45, 3<sup>rd</sup> will secure 30 and so on in decreasing order of 15 points for each subsequent lower position. This is a revenue generating contract.

PROCUREMENT CALENDER

EVENT	DATE
Solicitation: Announcement of Intent to Procure (Local Newspaper & Goods/Services Bulletin)	January 07, 2019
Solicitation: Release Date	January 22, 2019
Pre bid walkthrough	February 04, 2019
Solicitation: Close Date / Submission Deadline	February 22, 2019
Proposal Award: Notification in writing	March 29, 2019
“Wet Ink” Signatures are to be on file by:	June 30, 2019
Contract: Estimated Contract Start Date	July 01, 2019

# Charlestown Campus Directory



END