



BUNKER HILL COMMUNITY COLLEGE
Request For Proposal
RFP #BHCATH27
RFP Description Name: Athletics Transportation Services

All Proposals must be delivered digitally as instructed in the RFP. Hard copies of the RFP are not accepted.

Name of Respondent: _____

Primary Contact: _____

Phone: _____

Email: _____

Fax: _____

Web Address: _____

Mailing Address: _____

Signature of Authorized Agent (Must include the Authorized Signatory listing form from Exhibit F):

Date: _____



Abbreviations

ADA- Americans with Disabilities Act

BHCC-Bunker Hill Community College

COI-Certificate of Insurance

FMCSA-Federal Motor Carrier Safety Administration

RFP-Request for Proposal

US-DOT United States Department of Transportation



1. General Information

Bunker Hill Community College (BHCC or the College) is seeking proposals from qualified transportation providers to provide safe, reliable, flexible, and cost-effective ground transportation services for BHCC athletic teams, coaching staff, and associated College personnel.

The selected contractor will support local, regional, and interstate athletic travel, including one-day trips, multi-day trips, regular season competition, postseason competition, tournaments, and special athletic events. The purpose of this procurement is to secure a transportation partner capable of meeting the operational demands of collegiate athletics while maintaining strong safety, compliance, communication, and service standards.

The College intends to award a contract to the responsive and responsible proposer whose proposal offers the best value to BHCC, based on the criteria stated in this RFP.

2. Business Need and Procurement Objective

BHCC requires dependable transportation services that protect student-athlete safety, support timely arrival for competitions and events, and provide flexibility for schedule changes common in athletics operations.

The primary objectives of this RFP are to:

1. Secure safe and compliant ground transportation for athletic teams, coaching staff, and associated personnel.
2. Ensure access to appropriately sized vehicles, including full-size motorcoaches, mid-size coaches, and mini-coaches.
3. Establish clear expectations for driver qualifications, vehicle condition, on-time performance, communication, and dispatch support.
4. Obtain transparent, predictable, and competitive pricing.
5. Select a contractor with demonstrated experience supporting collegiate or professional athletic travel.
6. Protect the College from unacceptable operational, financial, safety, and compliance risks.

3. Proposal Delivery

All proposals must be submitted electronically. To do so, proposers must first pre-register using the online registration form [BHCATH27 Athletics Transportation Services RFP Proposer Registration – Fill out form](#). This pre-registration step ensures the College can track which proposers have received the RFP. After registering, a secure link will be sent for proposal submission. When uploading files, each file name must begin with the company name, and all documents must include the header "ATHLETICS TRANSPORTATION SERVICES-BHCATH27." If you experience any technical issues while uploading your proposal, please contact purchasedoc@bhcc.edu for assistance.



Proposals must be delivered by 1 PM ET on May 29, 2026. Late Proposal responses will not be accepted. Proposals that are either emailed, faxed, hand-delivered, mailed out, or sent by any medium other than the information provided above will not be accepted as a proposal delivery. Information submitted beyond the scope required in the RFP may hinder vendor evaluation. One Proposer will be awarded the single contract.

The Massachusetts Standard Contract Form and all associated Terms and Conditions are essential to this solicitation. Exhibit G contains these documents for your review before submitting a proposal. The College will not accept or consider any alternative terms or conditions from proposers. The selected proposer must sign the Massachusetts Standard Contract Form and all relevant Terms and Conditions exactly as provided, without modification. Any additional terms proposed by a vendor are void and unenforceable unless specifically included as a written attachment approved by the College and confirmed not to conflict with existing terms.

4. Questions, Communications, and Addenda

All questions concerning this RFP must be submitted in writing by email to **Anthony Price** at purchasedoc@bhcc.edu. The RFP number and title must be included in the email subject line.

Proposers are prohibited from communicating directly with any BHCC employee, evaluation committee member, coach, athletic department employee, or other College representative concerning this RFP except through the Purchasing contact identified in this RFP. No other person is authorized to provide information or respond to questions concerning this procurement.

If the College determines that a clarification, correction, or change is required, the College will issue a written addendum to all registered proposers. Proposers may not rely on oral statements or informal communications.

5. Contract Term

The anticipated contract period will run for an initial term of **three (3) years**, from **07/01/2026** through **06/30/2029**, with **two (2) one-year renewal options** exercisable at the sole discretion of the College, subject to satisfactory performance, continued need, available funding, and required approvals. The College reserves the right to award, not award, cancel this RFP, reject any or all proposals, or modify the scope before contract execution if doing so is in the College's best interest.

6. Mandatory Contract Terms

The selected proposer must agree to use the applicable Commonwealth of Massachusetts Standard Contract Form and applicable Commonwealth Terms and Conditions. These documents are mandatory and non-negotiable unless the College determines otherwise in writing.

Vendor-proposed terms and conditions, online click-through terms, limitation-of-liability provisions, indemnification requirements imposed on the College, automatic renewal provisions, cancellation penalties

inconsistent with this RFP, or other conflicting vendor terms will not be accepted. Only non-conflicting attachments approved by the College may be incorporated after the award.

By submitting a proposal, the proposer acknowledges that the College will not be bound by any vendor terms that conflict with this RFP, the Commonwealth Standard Contract Form, applicable Commonwealth Terms and Conditions, or applicable law.

7. Scope of Services

The contractor shall provide ground transportation for BHCC athletic teams, coaching staff, and associated personnel for:

- Local, regional, and interstate travel.
- One-day and multi-day trips.
- Regular season and postseason competition.
- Special athletic events and tournaments.
- Multi-stop itineraries and team travel requiring luggage and athletic equipment support.

The contractor must provide all labor, drivers, vehicles, dispatch and scheduling support, communication, supervision, fuel, insurance, permits and licensing, maintenance, and other resources required to perform the services. BHCC estimates approximately 70 athletic trips annually, with increased volume during the Fall and Winter seasons. Trips range from local day travel to multi-day interstate travel.

7.1 Fleet Requirements

The contractor must be able to provide vehicles appropriate to athletic team travel, including:

- Full-size motorcoaches, approximately 50 to 57 passengers.
- Mid-size coaches, approximately 30 to 40 passengers.
- Mini-coaches, approximately 24 to 30 passengers.
- Vehicles with adequate passenger capacity and equipment storage for the specific team, trip length, and itinerary.

Preferred fleet age is seven (7) years or newer. Any proposed vehicle older than seven (7) years must be disclosed in the proposal, including vehicle age, condition, maintenance history, and justification for use.

All vehicles must meet all applicable Federal Motor Carrier Safety Administration (FMCSA), United States Department of Transportation (DOT), Massachusetts, and other applicable state and federal safety requirements.

Vehicles must be late-model, clean, well-maintained, roadworthy, and equipped with commercial-grade suspension appropriate for athlete comfort. Vehicles must include adequate luggage bags or storage capacity for

equipment-heavy sports. Vehicles must have Electronic Logging Devices to validate hours of service compliance.

7.2 Onboard Amenities for Coach Buses

The following amenities are required for coach bus service unless otherwise approved by the College in writing:

- Restroom on all full-size motorcoaches, mandatory for trips exceeding two (2) hours.
- Climate control, including heat and air conditioning, with individual vents where available.
- Reclining seats with adequate legroom; minimum 38-inch seat pitch is preferred.
- Overhead storage and undercarriage luggage compartments.
- Public address system for coach and driver communication.
- Tinted windows with shades.
- Power outlets and/or USB charging ports, strongly preferred.
- Wi-Fi capability, preferred for longer trips.
- Interior sanitized before each trip.
- Exterior and interior maintained in professional and clean condition.

7.3 Safety and Compliance

The contractor must maintain a safety-first operating model. At a minimum:

1. Drivers must hold a valid Commercial Driver's License with passenger endorsement.
2. Drivers must have a minimum of three (3) years of commercial driving experience; five (5) years is preferred.
3. Drivers must be subject to background checks, drug and alcohol testing, and medical certification as required by law and company policy.
4. The contractor must comply with all Hours of Service requirements.
5. The contractor must maintain an active DOT registration.
6. The contractor must maintain a satisfactory or higher FMCSA safety rating, if rated.
7. Vehicles must undergo daily pre-trip inspections.
8. Vehicles must be subject to routine preventative maintenance, with logs available to the College upon request.
9. The contractor must promptly disclose any material safety rating change, license suspension, vehicle out-of-service pattern, or other compliance issue that could affect service delivery.

7.4 Scheduling and Operational Flexibility

Athletic travel schedules may change due to weather, competition schedules, tournament advancement, cancellations, facility changes, or other circumstances. The contractor must be able to accommodate:

- Short-notice bookings, including requests made within 24 to 72 hours where feasible.
- Last-minute cancellations or rescheduling.
- Multi-day trips and overnight stays.
- Multi-stop itineraries.
- Adjustments to departure and return times.
- Coordination with coaches, athletic administrators, or the College’s designated travel coordinator.

The contractor must provide 24/7 dispatch availability for real-time support during scheduled trips.

The contractor must maintain contingency plans for vehicle breakdowns, weather disruptions, driver unavailability, and other service interruptions. The proposal must describe how backup vehicles or affiliate carriers would be used if the contractor’s fleet is fully booked or if a breakdown occurs.

The contractor must provide written trip confirmations and trip manifests for scheduling purposes, including estimated costs, vehicle type, driver contact information when available, pickup location, departure time, destination, and itinerary details.

7.5 Driver Expectations

Drivers assigned to BHCC trips must:

- Present a professional appearance and conduct.
- Arrive no later than thirty (30) minutes before the scheduled departure time unless otherwise directed.
- Be familiar with collegiate athletics travel needs or receive appropriate instructions before assignment.
- Coordinate professionally with coaching staff or the designated travel coordinator.
- Remain with the team for the duration of the trip when required by the itinerary.
- Operate the vehicle safely and in compliance with all applicable laws and regulations.
- Avoid unauthorized route deviations unless required for safety, traffic, weather, or College-approved itinerary changes.

7.6 Service Expectations and Performance Standards

The contractor must meet the following service standards:

Performance Area	Required Standard
On-time performance	At least 98% on-time arrival for pickup, measured against scheduled pickup time
Pre-trip arrival	Driver and vehicle arrive at least 30 minutes before scheduled departure

Performance Area	Required Standard
Dispatch support	24/7 dispatch contact available during scheduled trips
Trip confirmation	Written confirmation provided in advance of each trip
Driver information	Driver name and contact information provided in advance when available
Vehicle cleanliness	Vehicle interior sanitized before each trip
Safety compliance	Full compliance with applicable FMCSA, DOT, state, and local requirements
Invoicing	Detailed post-trip invoices with cost breakdowns

The College may review performance periodically and may require corrective action for late arrivals, communication failures, vehicle deficiencies, safety concerns, invoice discrepancies, or other service issues.

7.7 Accessibility and Inclusivity

The contractor must make ADA-compliant vehicles available upon request and must be able to accommodate athletes, staff, and associated personnel with disabilities. The proposal must describe how ADA-accessible transportation will be requested, scheduled, confirmed, and priced.

7.8 Documentation and Reporting

The contractor must provide the following with its proposal or upon request:

- Fleet list with vehicle type, passenger capacity, VIN, model year, and accessibility features.
- Driver qualification summary and driver roster, upon request.
- Safety rating documentation and DOT registration information.
- Insurance certificates.
- Preventative maintenance records, upon request.
- Daily pre-trip inspection process description.
- Sample trip confirmation.
- Sample invoice showing detailed cost breakdown.
- Post-trip invoicing with trip date, destination, vehicle type, mileage or hours, fees, surcharges, and total cost.

8. Pricing Model and Billing Requirements

Proposer must use pricing proposal form included in Exhibit A. Submission must provide a complete and transparent pricing proposal. Pricing must remain firm for at least 120 days following the proposal opening and through award and contract execution.

Pricing must be clear enough for the College to understand the total cost of typical athletic trips. The College may evaluate cost based on rate reasonableness, completeness, transparency, and likely total cost to the College, not solely on the lowest unit rate.

Cancellation terms must allow reasonable flexibility for athletics scheduling volatility. Proposals with punitive or excessive cancellation fees may be rated lower or deemed unacceptable if they shift unreasonable risk to the College.

- No fee if canceled \geq 48-72 hours of trip
- Reduced fee if canceled within 24 hours
- Weather-related flexibility

9. Minimum Responsiveness Requirements

The following requirements are minimum responsiveness requirements and will be evaluated on a pass/fail basis. A proposal may be rejected as nonresponsive if it fails to satisfy any of these requirements.

1. Proposal submitted by the deadline in the required format.
2. Proposal signed by an authorized representative.
3. Completed Certificate of Non-Collusion.
4. Completed Tax Compliance Certification.
5. Agreement to use the applicable Commonwealth Standard Contract Form and applicable Commonwealth Terms and Conditions.
6. Evidence of valid DOT registration and applicable transportation authority.
7. Evidence that drivers hold required CDL passenger endorsements.
8. Description of background checks, drug and alcohol testing, and medical certification program.
9. Evidence of applicable insurance coverage.
10. Ability to provide full-size motorcoaches for trips exceeding two (2) hours with onboard restrooms.
11. Ability to provide vehicles meeting applicable FMCSA, DOT, and state safety requirements.
12. Ability to provide 24/7 dispatch support during scheduled trips.
13. Fleet list or representative fleet list with vehicle capacities and model years.
14. At least three (3) references from similar transportation clients, preferably collegiate or professional athletic programs.

15. Complete pricing proposal.

10. Required Proposal Contents

Proposals must be organized in the following order:

10.1 Cover Sheet and Required Forms

- Completed proposal cover sheet.
- Authorized signature.
- Certificate of Non-Collusion.
- Tax Compliance Certification.
- Authorized signatory documentation, if applicable.
- Any other required College forms identified in the RFP exhibits.

10.2 Executive Summary

Provide a concise summary of the proposer's qualifications, service model, athletic transportation experience, and why the proposal offers the best value to BHCC.

10.3 Company Experience and Qualifications

Describe the proposer's history, ownership, years in business, service territory, office or dispatch locations, number of employees, number of drivers, size of fleet, and experience providing team travel or similar services.

Include experience with:

- Collegiate athletic programs.
- Professional athletic teams, if applicable.
- School, university, or public-sector clients.
- Multi-day and interstate trips.
- Equipment-heavy travel.
- Tournament or postseason schedule changes.

10.4 Operational Approach

Describe how the proposer will receive trip requests, confirm bookings, assign vehicles and drivers, communicate with BHCC, handle changes, and provide real-time support during trips.

The response must address:

- Booking process.

- Short-notice request process.
- Dispatch coverage.
- Dedicated account manager or primary contact.
- Trip confirmation process.
- Driver contact information process.
- GPS tracking capability, if available.
- Multi-day trip coordination.
- Breakdown and disruption response.
- Use of affiliates, subcontractors, or partner carriers.

10.5 Fleet and Amenities

Use Exhibit B to provide a fleet list or representative fleet list that includes vehicle type, passenger capacity, VIN, model year, restroom availability, luggage capacity, accessibility features, and onboard amenities.

Disclose any vehicles older than seven (7) years that may be used for BHCC service.

10.6 Safety and Compliance

Describe the proposer's safety program, including:

- DOT registration and authority.
- FMCSA safety rating.
- Driver qualification standards.
- CDL and passenger endorsement verification.
- Background checks.
- Drug and alcohol testing.
- Medical certification.
- Hours of Service compliance.
- Preventative maintenance program.
- Pre-trip inspection process.
- Accident and incident reporting process.
- Driver training.
- Safety monitoring and corrective action.

10.7 Accessibility

Describe how the proposer will provide ADA-compliant vehicles upon request and accommodate athletes and staff with disabilities.

10.8 Pricing Proposal

Provide all pricing information required in Section 9. The pricing proposal must be complete, clear, and signed by an authorized representative.

10.9 References

Provide at least three (3) business references from customers with whom the proposer has or had a standing business relationship of at least one year. References should be from similar clients, preferably collegiate or professional athletic programs.

Each reference should include:

- Client name.
- Contact name and title.
- Phone number.
- Email address.
- Description of services provided.
- Length of relationship.

Signed reference letters are preferred.

10.10 Financial Stability

Provide the proposer's previous year of audited financial statements, if available. If audited statements are not available, provide reviewed financial statements, compiled statements, or other financial documentation sufficient for the College to evaluate financial capacity. Financial statements will be treated in accordance with applicable public records law and procurement requirements.

10.11 Exceptions and Assumptions

Identify any exceptions, assumptions, limitations, or requested clarifications. The College is not obligated to accept any exception. Vendor terms that conflict with the required contract documents may result in rejection or lower evaluation scores.

11. Evaluation Process

The College will evaluate proposals in a manner consistent with this RFP. The evaluation process may include:

1. Responsiveness review.
2. Evaluation of written proposals.
3. Reference checks.

4. Clarifying questions.
5. Interviews or presentations, if deemed necessary.
6. Best-value determination.

The College may request additional clarification or presentations if the evaluation committee deems it necessary. Any clarification must not materially alter the proposal or provide an unfair competitive advantage.

Evaluation committee members should complete independent scoring before any consensus meeting. Written rationale should be maintained to support the final award decision.

12. Scored Evaluation Criteria

Responsive proposals will be evaluated using the following best value criteria. The relative importance of each criterion is reflected in the point values assigned.

For each criterion, evaluators will assign a 0–5 rating using the College’s advantage scale. The rating will be converted to weighted average points by multiplying the rating by (Assigned weight ÷ 5) for that criterion. Evaluators must cite proposal page numbers or sections to support each rating.

Advantage Scale:

0–BELOW MINIMUM

1–NOT ADVANTAGEOUS

2–SOMEWHAT ADVANTAGEOUS

3–FAIRLY ADVANTAGEOUS

4–ADVANTAGEOUS

5–HIGHLY ADVANTAGEOUS

The Committee may request clarifications and may verify references; clarifications will not be used to materially alter the proposal.

The following 100-point best-value scoring model will be used to identify the highly advantageous proposal.

Evaluation Category	Points
Company Experience and Athletic Transportation Qualifications	15
Fleet Capacity, Vehicle Quality, Amenities, and Accessibility	20

Evaluation Category	Points
Safety, Compliance, Driver Qualifications, and Maintenance Program	25
Scheduling Flexibility, Dispatch Support, Communication, and Contingency Planning	15
Pricing Transparency, Reasonableness, and Overall Cost Value	20
References and Past Performance	5
Total	100

12.1 Company Experience and Athletic Transportation Qualifications – 15 Points

The College will evaluate years in business, relevant experience with collegiate or professional athletic travel, demonstrated ability to manage team logistics, and experience with multi-day, interstate, tournament, and equipment-heavy travel.

12.2 Fleet Capacity, Vehicle Quality, Amenities, and Accessibility – 20 Points

The College will evaluate fleet size, vehicle capacities, fleet age, vehicle condition, restroom availability, luggage capacity, comfort amenities, cleanliness standards, ADA-accessible vehicle availability, and ability to provide the right vehicle for each trip.

12.3 Safety, Compliance, Driver Qualifications, and Maintenance Program – 25 Points

The College will evaluate DOT and FMCSA compliance, safety rating, driver qualifications, CDL passenger endorsements, commercial driving experience, background checks, drug and alcohol testing, medical certification, Hours of Service controls, preventative maintenance, inspection practices, and incident response.

12.4 Scheduling Flexibility, Dispatch Support, Communication, and Contingency Planning – 15 Points

The College will evaluate booking processes, ability to support short-notice requests, cancellation and rescheduling flexibility, 24/7 dispatch availability, trip confirmations, driver communication, dedicated account support, GPS tracking if available, backup vehicle plans, and affiliate carrier arrangements.

12.5 Pricing Transparency, Reasonableness, and Overall Cost Value – 20 Points

The College will evaluate completeness and clarity of pricing, rate competitiveness, cancellation flexibility, treatment of gratuities, fuel surcharges, overtime, wait time, overnight fees, administrative fees, and likely total cost to the College.

12.6 References and Past Performance – 5 Points

The College will evaluate quality and relevance of references, length of client relationships, client satisfaction, service reliability, safety record, responsiveness, and performance on similar engagements.

12. Rule of Award

The contract will be awarded to the responsive and responsible proposer whose proposal is determined to provide the best value to BHCC based on the evaluation criteria in this RFP.

The lowest price proposal will not necessarily receive the award. The College may determine that a higher-priced proposal offers the best value if the proposal provides stronger safety controls, more reliable fleet capacity, superior operational flexibility, better demonstrated athletic transportation experience, stronger contingency planning, or lower overall risk to the College.

The College reserves the right to reject any or all proposals, waive minor informalities where permitted, request clarifications, conduct reference checks, negotiate non-material terms consistent with the RFP, or cancel the procurement if doing so is in the College's best interest.

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

14. Insurance Requirements

The insurance limits for the service contract should be set to adequately cover potential risks and liabilities.

Minimum Insurance Limits

1. Workers' Compensation Insurance:

- Coverage: As required by the laws of the Commonwealth of Massachusetts.
- Purpose: To cover medical expenses and lost wages for employees injured on the job.

2. General Liability Insurance:

- Coverage: \$1,000,000 per occurrence and \$10,000,000 aggregate.
- Purpose: To cover claims of bodily injury, property damage, and personal injury arising from the contractor's operations.

3. Motor Vehicle Insurance:

- Coverage: \$5,000,000 per accident for bodily injury and property damage.

- Purpose: To cover claims arising from the operation of shuttle buses, including accidents involving passengers, pedestrians, and other vehicles.

4. Provide Proof of Insurance:

- Obtain Certificates of Insurance (COIs) from the insurance provider, listing Bunker Hill Community College as an additional insured.
- Submit the COIs as part of the proposal submission to demonstrate compliance with the insurance requirements.

5. Maintain and Renew Coverage:

- Renew the policies annually and provide updated COIs to BHCC as required.

15. Subcontractors and Affiliate Carriers

The contractor may not assign, subcontract, or delegate services without prior written approval from the College, except where the College has approved affiliate or backup carrier arrangements as part of the contractor's contingency plan. No more than 5% of work is expected to be fulfilled by affiliates. The names and locations of key partners must be disclosed to the College.

Any approved subcontractor or affiliate carrier must meet the same safety, licensing, insurance, driver qualification, vehicle, and service standards required of the contractor. The contractor remains fully responsible for all services provided by subcontractors or affiliates.

16. Invoicing and Payment

Invoices must be submitted after services are performed unless otherwise approved by the College. Each invoice must include a detailed breakdown of charges, including:

- Trip date.
- Team or department, if provided by BHCC.
- Pickup and destination locations.
- Vehicle type.
- Driver or trip identifier.
- Hours and/or mileage.
- Base charges.
- Additional fees or surcharges.
- Credits or adjustments.
- Total amount due.

Invoices must align with the contracted pricing schedule. The College may dispute charges that are inconsistent with the contract, unsupported, duplicative, or not clearly documented.

17. Performance Management and Remedies

The College may monitor contractor performance throughout the contract term. Performance concerns may include, but are not limited to:

- Late arrival.
- Missed trip.
- Unacceptable vehicle condition.
- Safety or compliance issue.
- Driver conduct concern.
- Failure to provide required documentation.
- Inaccurate or incomplete invoicing.
- Failure to communicate schedule changes.
- Failure to provide required dispatch support.

The College may require a corrective action plan, withhold payment for disputed services, decline to assign future trips, terminate the contract as permitted, or pursue other remedies available under the contract and applicable law.

- Repeated late arrivals → potential termination trigger
- Missed trip → defined financial or contractual consequence

18. Modification or Withdrawal of Proposals

A proposer may correct, modify, or withdraw a proposal by written notice received by the College before the proposal submission deadline. Each modification must be numbered in sequence and must reference the original RFP. Resubmissions must be confirmed as received.

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.

19. Right to Cancel or Reject Proposals

BHCC 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 makes no guarantee that any services will be purchased as a result of this RFP.



Omissions, inaccuracies, misstatements, or failure to provide required information may be sufficient cause for rejection of a proposal.

20. Public Records and Confidentiality

Proposals submitted to the College may be subject to disclosure under applicable public records laws. Proposers should not submit unnecessary confidential or proprietary information. Any information claimed as confidential must be clearly identified, and the proposer must explain the legal basis for the claim. The College will handle records in accordance with applicable law.

21. General RFP Terms and Conditions

Please sign and include the condition form included in Exhibit C with your response.

22. Non Collusion Form and Tax Compliance Form

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

23. Basic College Information

Bunker Hill Community College (BHCC) is an open access, multi-campus, urban institution and the largest community college in Massachusetts, enrolling more than 16,000 students annually. Established in 1973 and commemorating 50 years of excellence, BHCC spans two campuses in [Charlestown](#) and [Chelsea](#), complemented by [instructional centers](#) across Greater Boston. Our diverse learning options include day, afternoon, evening, weekend, hybrid, and online courses. For more information, visit: <https://www.bhcc.edu/>

Exhibit A – Price Proposal Form

Proposer Name: _____

Vehicle Type	Passenger Capacity	Hourly Rate	Mileage Rate	Minimum Charge	Notes
Full-size motorcoach	50–57	\$	\$	\$	
Mid-size coach	30–40	\$	\$	\$	
Mini-coach	24–30	\$	\$	\$	
ADA-compliant vehicle	[Insert]	\$	\$	\$	

Additional charges:

Charge Type	Amount / Formula	Included?	Notes
Driver gratuity		Yes / No	
Fuel surcharge		Yes / No	
Overtime		Yes / No	
Wait time		Yes / No	
Overnight fee		Yes / No	
Driver lodging / per diem		Yes / No	
Cancellation fee		Yes / No	
Short-notice booking fee		Yes / No	
Administrative or booking fee		Yes / No	
Cleaning or sanitation fee		Yes / No	

Proposer must attach a complete explanation of all rates, fees, assumptions, and cancellation terms.

Authorized Signature: _____

Date: _____



Exhibit B-Fleet and Safety Documentation Form

Proposer Name: _____

Vehicle Type	Passenger Capacity	VIN	Model Year	Restroom	ADA Accessible	Luggage Capacity	Amenities
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Safety and compliance information:

- DOT Number: _____
- FMCSA Safety Rating: _____
- Date of Most Recent Rating: _____
- Driver CDL Passenger Endorsement Verification Process: _____
- Background Check Process: _____
- Drug and Alcohol Testing Program: _____
- Medical Certification Process: _____
- Preventative Maintenance Schedule: _____
- Pre-Trip Inspection Process: _____
- 24/7 Dispatch Contact Process: _____
- Backup Vehicle / Affiliate Carrier Plan: _____

Authorized Signature: _____

Date: _____

Exhibit C

General RFP Terms and Conditions

1. Proposal Preparation Costs and Ownership of Materials

Bunker Hill Community College will not be liable for any costs incurred by respondents in preparing or producing a proposal, or for the costs of any services performed before the agreement is fully approved and executed. All proposals and materials submitted in connection with a proposal shall become the property of Bunker Hill Community College and may be used by the College as deemed appropriate, subject to applicable copyright protections

2. Right to Cancel or Modify RFP

Bunker Hill Community College reserves the right to cancel this RFP or modify its requirements after release if the College determines that such action is in its best interest. Any modification to the RFP will be issued by written addendum and made available to all registered proposers.

3. Oral Presentations

Proposers may be asked to participate in an oral presentation, interview, or demonstration. Any such presentation is intended to allow the proposer to clarify or elaborate on its submitted proposal and shall not materially alter the proposal or provide an unfair competitive advantage. The College will determine the schedule, format, and participants for any presentation.

4. Clarifications and Best and Final Offer

A proposer under consideration for contract award may be asked to provide additional clarification or participate in further discussions, presentations, or demonstrations. The College reserves the right to request a Best and Final Offer from one or more proposers, when deemed necessary and in the College's best interest.

5. Proposal Responsibility

By submitting a proposal, the proposer acknowledges that it is responsible for reviewing the RFP, understanding the specifications and requirements, and seeking clarification before the question deadline. The proposer agrees that it shall not make any claim for damages or relief based on any misunderstanding, misinterpretation, misinformation, or lack of information that could have been addressed through the RFP question-and-answer process.

6. Award Notification

The successful proposer will be notified in writing by email. No award shall be final until all required approvals have been obtained and the contract has been fully executed by the parties.

7. Grounds for Rejection and Governing Law

Omissions, inaccuracies, misstatements, failure to provide required information, or failure to comply with RFP requirements may be sufficient cause for rejection of a proposal. Any agreement resulting from this RFP shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.



8. Required Contract Terms

To participate in this RFP, the proposer must agree to execute the Commonwealth of Massachusetts Standard Contract Form and accept the applicable Commonwealth Terms and Conditions. These documents will be used to enter into the final contract with the successful proposer and are mandatory and non-negotiable. Vendor terms and conditions that conflict with the Commonwealth contract documents or this RFP will not be accepted.

Authorized Signature of the individual submitting bid or proposal

Name of business



Exhibit D

Certificate of Non-Collusion

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

Signature of the individual submitting bid or proposal

Name of business



Exhibit E
(Please attach your updated W9)

Tax Compliance Certification

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

Signature of person submitting bid or proposal

Name of business

Exhibit F— Authorized Signatory Listing Form



**Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

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

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

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

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

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

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

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

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

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

Signature	Date
Print Name	Phone Number
Title	Email Address

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

Exhibit G -Commonwealth Standard Contract Form & Terms and Conditions

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM

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



CONTRACTOR INFORMATION		COMMONWEALTH INFORMATION	
Contractor Legal Name		Department	MMARS Code
dba		Contract Manager Name	
Legal Address As entered on Form W-9 or Form W-4		Business Mailing Address	
Contract Manager Name		Billing Address If Different	
Phone	Fax	Phone	Fax
Email		Email	
Vendor Code	VC	MMARS Doc ID(s)	
Vendor Code Address ID e.g. 'AD001'.	AD	RFR/Procurement or Other ID Number	
Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			
<input checked="" type="radio"/> NEW CONTRACT		<input type="radio"/> CONTRACT AMENDMENT	
Procurement or Exception Type (Check one option only)		Current Contract End Date PRIOR to Amendment	Amendment Amount Or Enter 'No Change'
<input type="checkbox"/> Statewide Contract (OSD or an OSD-designated department.) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, and budget.) <input type="checkbox"/> Department Procurement - Includes all Grants §15 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) <input checked="" type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, and budget.) <input type="checkbox"/> Contract Employee (Attach Employee Status Form, scope, and budget.) <input type="checkbox"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)		Amendment Type Check one option only. Attach details of amendment changes. <input type="checkbox"/> Amendment to Date, Scope, or Budget (Attach updated scope and budget.) <input type="checkbox"/> Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget.) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)	
TERMS AND CONDITIONS			
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding. Check ONE option:			
<input checked="" type="radio"/> Commonwealth Terms and Conditions <input type="radio"/> Commonwealth Terms and Conditions for Human and Social Services <input type="radio"/> Commonwealth IT Terms and Conditions			
COMPENSATION			
Check ONE option.			
The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under §15 CMR 9.00 .			
<input type="radio"/> Rate Contract (No Maximum Obligation). (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)			
<input checked="" type="radio"/> Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended):			

MMARS Doc ID(s)			
PROMPT PAYMENT DISCOUNTS (PPD)			
Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy .			
Contractors requesting accelerated payments must identify a PPD as follows:			
Payment issued within:	10 days	<input type="text"/>	% PPD.
	15 days	<input type="text"/>	% PPD.
	20 days	<input type="text"/>	% PPD.
	30 days	<input type="text"/>	% PPD.
If PPD percentages are left blank, identify reason:			
<input type="checkbox"/>	Statutory/legal	<input type="checkbox"/>	Ready Payments (M.G.L. c. 29, § 23A)
<input type="checkbox"/>	Agree to standard 45-day cycle	<input type="checkbox"/>	Only initial payment
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT			
Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.			
SUPPLIER DIVERSITY PROGRAM (SDP) PLAN			
Does the Supplier Diversity Program apply?			
<input type="radio"/>	YES	IF YES, the Contractor's annual SDP commitment for this Contract is <input type="text"/>	
<input type="radio"/>	NO	IF NO, and the department is an Executive Department, enter the appropriate exemption: <input type="text"/>	
ANTICIPATED START DATE (Complete ONE option only)			
The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
<input type="radio"/>	1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.		
<input type="radio"/>	2. may be incurred as of <input type="text"/> , 20 <input type="text"/> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.		
<input type="radio"/>	3. were incurred as of <input type="text"/> , 20 <input type="text"/> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.		
CONTRACT END DATE			
Contract performance shall terminate as of <input type="text"/> , 20 <input type="text"/> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS			
Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable), and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR		AUTHORIZING SIGNATURE FOR THE DEPARTMENT	
Signature and date must be captured at time of signature.		Signature and date must be captured at time of signature.	
Signature	Date	Signature	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Print Name	Print Title	Print Name	Print Title
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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



COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

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

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

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