

**REQUEST FOR PROPOSAL**

**CCSNH CONTRACT FOR  
BOOKSTORE MANAGEMENT**

**PROPOSAL DUE DATE AND TIME:**

**April 22, 2021**

**5 PM EST**

**DELIVER TO:**

**THE COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE**

**ATTN: Scott Fields  
26 COLLEGE DRIVE  
CONCORD, NH 03301**

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## 1.0 GENERAL INFORMATION

### 1.1 Purpose

The purpose of this Request for Proposal (RFP) is to solicit bids to provide managing services for the bookstores of the Community College System of New Hampshire (CCSNH), servicing seven individual campuses, which include Great Bay Community College, Lakes Region Community College, Manchester Community College, Nashua Community College, NHTI- Concord's Community College, River Valley Community College, White Mountains Community College, and their satellites. CCSNH is interested in receiving transformational proposals for innovative strategies to deliver course materials to students beyond the traditional brick and mortar model, i.e., Open Educational Resources (OER), Cost-Per-Credit, and entirely virtual models, etc.

This document outlines pertinent background information, provides Summary statements explaining the services to be provided and the rights reserved by CCSNH, defines functions, requirements and standards required of the concessionaire for competitive proposals.

Herein the Community College System of New Hampshire is referred to as "CCSNH" and the operator or concessionaire is identified as the "Contractor".

### 1.2 Background

#### Governance

The Community College System of New Hampshire, CCSNH, was transferred from a state agency and established as a body politic and corporate under the terms of RSA 188-F in 2007. The governance was transferred from the State of New Hampshire and vested in a single Board of Trustees. The Board is its policy-making and operational authority. The Board of Trustees has 23 voting members who are appointed by the Governor with the consent of the Executive Council.

CCNSH is operated by the chancellor, who is the chief executive officer of the community college system and seven college presidents, who serve as the chief academic and administrative officers of their respective colleges.

#### Employees

CCSNH employs approximately 633 full-time and 206 part-time personnel as well as 1,175 adjunct faculties. All colleges are accredited.

#### Campuses

The CCSNH includes 7 colleges, 5 academic centers and an administrative system office. The colleges are located in Berlin, Claremont, Concord, Laconia, Manchester, Nashua and Portsmouth. The academic centers are located in Keene, Littleton, Lebanon and Rochester. Each college possesses a unique and complementary mission. The administrative system office is located in Concord.

The colleges provide high quality education in classroom, hybrid and 100% online formats enabling students, professionals, and lifelong learners to take courses in a variety of modalities. CCSNH is a leading provider of education and online learning in the state of New Hampshire offering over 200 associate degree, certificate, and specialized training programs serving approximately 26,000 learners annually. Programs span the disciplines including Allied Health, Nursing, Business, Computer Information Technology, Construction, Energy, Industrial Technologies, Education, Early Childhood Education, Environmental and Spatial technologies, Graphic Arts, Hospitality and Tourism, Liberal Arts, general Studies, Life Sciences, Manufacturing, Engineering, Public Safety, Social Services, Transportation and Self designed studies.

The academic year traditionally consists of two (2) semesters (day, evening, and weekend Programs), plus summer sessions. In addition, the Colleges provide many other delivery options including, but not limited to:

- SATELLITES, HIGH SCHOOLS AND BUSINESSES
- DISTANCE LEARNING/ON LINE COURSES
- ACCELERATED SEMESTER COURSES (e.g., 1-week terms, 8-week terms)

Bookstore space may be provided at each institution if that is part of the vendor’s proposal however all plans (physical and virtual) will be considered. Before submitting a bid, Bidders are encouraged to visit each campus, if necessary, to familiarize itself with the local conditions at each facility. The failure of any Bidder to familiarize itself with the facilities shall in no way relieve their obligations with respect to this proposal.

Arrangements can be made to visit these locations by contacting the Vice President of Student Affairs, or designee, listed below:

<b>College</b>	<b>College Designee</b>	<b>Email</b>
Great Bay CC	Tina Favara VPSA	<a href="mailto:tfavara@ccsnh.edu">tfavara@ccsnh.edu</a>
Lakes Region CC	Patrick Cate, VPSA	<a href="mailto:pcate@ccsnh.edu">pcate@ccsnh.edu</a>
Manchester CC	TBD	
Nashua CC	Lizbeth Gonzalez, VPSA	<a href="mailto:lgonzalez@ccsnh.edu">lgonzalez@ccsnh.edu</a>
NHTI Concord	Laura Pantano, VPSA	<a href="mailto:lpantano@ccsnh.edu">lpantano@ccsnh.edu</a>
River Valley CC	Jennifer Cournoyer, VPSA	<a href="mailto:jcournoyer@ccsnh.edu">jcournoyer@ccsnh.edu</a>
White Mountains CC	Mark Desmarais, VPSA	<a href="mailto:mdesmarais@ccsnh.edu">mdesmarais@ccsnh.edu</a>

OER

For more information about New Hampshire’s Community Colleges, visit:  
[www.ccsnh.edu](http://www.ccsnh.edu).

## 2.0 INSTRUCTIONS TO BIDDERS

### 2.1 Schedule and Deadlines

Event	Date and time
Issuance/Advertisement of RFP	April 12, 2021
Deadline for Written Questions/Concerns Due	April 16, 2021 - 5 PM EST
Deadline for Submittal of Proposals	April 22, 2021 - 5 PM EST
Reviewed by CCSNH Evaluation Committee	April 23, 2021
Selected Bidders Presentations to the CCSNH Evaluation Committee	April 26, 2021
Recommendation to the Chancellor and the Presidents	April 27, 2021
Notification of Award by	April 28, 2021
Handover/Implementation	May/June 2021
Contract Start Date	July 1, 2021

**Please note:** The CCSNH retains the right to change dates. Once a contract has been finalized and awarded, proposals that have been submitted to the CCSNH may be considered public record and are subject to RSA 91-A.

### 2.2 Proposal Response Instructions

Respondents must submit one (1) original signed hard copy and also forward one (1) copy via email.

Hardcopy proposals should be mailed to:  Community College System of NH Attention: Scott Fields 26 College Drive Concord, NH, 03301	Email proposals should be sent to:  <a href="mailto:sfields@ccsnh.edu">sfields@ccsnh.edu</a>
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- The mailed/emailed proposal must be received by 5PM EST on Thursday April 22, 2021.
- The hardcopy envelope must be clearly marked “**CCSNH Bookstore RFP Response**” not to be opened until **April 23, 2021**.
- The digital format must be in MS Office Application Suite (Word, Excel) or Adobe PDF format. The email subject line must read: “**CCSNH Bookstore RFP**”

**Response” not to be opened until April 23, 2021** and must have attached files, which contains the bidder’s response including completed forms.

- CCSNH recommends sending the email with acknowledged receipt. It is the bidder’s responsibility to insure that its bid is received in its entirety and without exception by the bid closing date and time. Any bid received after the date and time specified will not be accepted, read, or evaluated.
- CCSNH will not be responsible for computer, server, Internet or any technical problems, errors, delivery delays, or failures beyond its physical control. Bidders are advised to send their bid responses prior to the bid deadline to compensate for potential Internet routing delays in email transmission
- We are able to receive emails up to 20 MB in size. If your response is larger than 20 MB, please split your response and send in 2 or more separate emails and indicated in the subject line that you are sending multiple emails, **e.g. CCSNH Bookstore RFP Response, 1 of 2**. All emails containing any part of your bid response must be received prior to the bid deadline.

### **2.3 RFP Content and Process Questions**

The following pertains to this CCSNH RFP:

- There **will not** be a Bidders Conference scheduled
- All questions regarding this RFP, including inquiries, questions, clarifications and proposed specification changes, shall be submitted to Scott Fields, at [sfields@ccsnh.edu](mailto:sfields@ccsnh.edu).
- All questions shall be submitted in writing via e-mail no later than April 16, 2021 - 5 PM EST. The vendor shall include complete contact information including the vendor’s name, telephone number, fax number, and e-mail address. The CCSNH will collect all RFP questions /answers/changes to the RFP in a document which will be posted to the CCSNH website. It is the bidder’s responsibility to periodically check their email and the website for any possible Addenda to the RFP.
- The CCSNH has assembled the Bookstore RFP Committee (Alisa Kadenic-Newman is the team lead) which will handle all official communications about the content of the RFP and the RFP process. Prospective bidders are prohibited from obtaining information about this bid from other CCSNH personnel. Inquiries received after the specified date and time will not be accepted.
- The Bidder shall also identify principles within their organization which the Bookstore RFP Committee who can represent a commitment from their company and the Bookstore RFP Committee can communicate with.

### **2.6 Proposal Opening**

Proposals (hardcopy and email) will be opened and recorded at 9 AM EST on Monday April 23, 2021.

## **2.7 Contact Information**

Except as may be noted otherwise herein, the issuing office and sole contact for the coordination and dissemination of all information regarding this RFP is:

Scott Fields  
CCSNH Chancellor's Office  
26 College Drive  
Concord, NH 03301  
Email: [sfields@ccsnh.edu](mailto:sfields@ccsnh.edu)

## **2.8 Accept/Reject Proposal**

CCSNH reserves the right to reject any or all proposals, wholly or in part; to waive technicalities, irregularities, and omissions; to make the award in a manner deemed to be in the best interest of the CCSNH; and to correct any award erroneously made as a result of a clerical error on the part of CCSNH.

The appropriate authorities within CCSNH reserve the right to make a written request for additional information in writing from a Bidder to assist in understanding or clarifying a proposal.

The Evaluation Committee will consist of the Vice President of Student Affairs of each institution, or his/her designee, representing CCSNH, who are cognizant of the operation of the Bookstore and the Director of Academic Technology of the Community College System.

## **2.9 Withdrawal of Proposal**

Proposal offers may be withdrawn at any time prior to the bid receipt deadline date and time. Once the proposal receipt deadline has passed all proposals become the property of the CCSNH.

## **2.10 Proposal Results**

Complete records of all proposals and awards are maintained in the Community College System of NH's central Purchasing Department. All bid documents, which includes submitted proposals, will be made available for public examination after the bid evaluation committee has completed its bid review, selection and award.

## **2.11 No College or Chancellor's Office Obligation**

This RFP in no manner obligates the Colleges or Chancellors Office to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by the CCSNH without penalty or obligation at any time prior to the signing of an agreement.



## **2.12 Authorized Signature**

The proposal offer shall be signed by an officer who is authorized to make such commitments on behalf of the bidder.

## **2.13 Expenses**

Expenses for developing and presenting proposals shall be the entire responsibility of the Bidder and shall not be chargeable to the Community College System. All supporting documentation and manuals submitted with this proposal will become the property of the CCSNH unless requested by the Bidder, in writing, at the time of the submission, and agreed to, in writing, by the CCSNH.

### **3.0 CCSNH SYSTEM TERMS AND CONDITIONS**

The terms and conditions that will apply to the submission of proposals, to the CCSNH's evaluation of the proposal offers, and to the award of the contract should be reviewed carefully to ensure full responsiveness to the RFP.

#### **3.1 Proposal Response Instructions and Proposal Response Format**

All offers shall be made following the **Proposal Response Instructions** provided in Section 2 and the **Bid Requirements** provided in Section 5. All proposals shall be submitted as *Best and Final Offers*. Bidders will not be allowed to make material alterations to their proposal offers after the proposal opening. Each bidder shall include in their written offer all requirements, terms and conditions they may have, and shall not assume that an opportunity will exist to add such requirements, terms or conditions after the proposal opening. Bidder's terms or conditions that are deemed unacceptable by the CCSNH may be the basis for CCSNH's rejection of the proposal.

#### **3.2 Proposed Materials**

All material submitted in response to the RFP shall become the property of the CCSNH upon submission and will be considered as part of this RFP.

#### **3.3 New Hampshire Public Records Law**

A Bidder's proposal will remain confidential until the CCSNH approves a contract as a result of this RFP. The content of each Bidder's proposal and addenda thereto will become public information once the CCSNH executes a contract. Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. Each Bidder acknowledges that CCSNH is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. CCSNH will maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event CCSNH receives a request for the information identified by a Bidder as confidential, CCSNH will notify the Bidder and specify the date CCSNH intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoining the disclosure, CCSNH may release the information on the date CCSNH specified in its notice to the Bidder without incurring any liability to the Bidder.

#### **3.4 RFP Interpretation**

Interpretation of the wording of this document shall be the responsibility of the CCSNH and that interpretation shall be final.

### **3.5 Addendum**

Any addendum issued to Bidders prior to the proposal opening date shall include an addendum acknowledgement section. Since all addenda shall become a part of the proposal, all addenda must be signed by an authorized Bidder representative and returned with the proposal. Failure to sign and return any and all addendum acknowledgements will be grounds for rejection of the proposal response.

### **3.6 Proposal Modification**

Any exceptions/ additions/ alterations to the terms and conditions contained herein must be included in the bidder's proposal response. Failure to provide the required data to allow for evaluation of the bidder's response to the RFP, or failure to follow and complete the RFP proposal format and accompanying documents will be grounds for rejecting the proposal offer. The CCSNH reserves the right to reject any proposals that alter the terms specified in the RFP.

### **3.7 Confidentiality**

From the date of issuance of the RFP until the opening date, the Bidder must not make available or discuss its proposal, or any part thereof, with any employee or agent of the CCSNH. The Bidder is hereby warned that any part of its proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by New Hampshire laws.

### **3.8 Period of Firm Proposal**

All proposal offers must remain in effect for at least 30 days from the RFP due date to allow for sufficient time for evaluation. The successful bidder's offer will remain firm for the duration of any resulting award and extensions.

### **3.9 Pre-Award Negotiations**

After the proposals are opened, but prior to award, the CCSNH may elect to conduct negotiations with the highest ranked proposal respondents for purposes of:

- Resolving minor differences and information
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from respondents

Selection may be made without further discussion, negotiations or bidder's presentations; therefore, bidder shall offer the most favorable terms in response to this RFP. Bidder must demonstrate an understanding of the scope of service to be provided and the ability to accomplish the tasks set forth. Bidder shall include information that will enable the CCSNH to determine the bidder's overall

qualifications. The CCSNH reserves the right to request additional information or clarification on any matter included in the proposal response, to enable the CCSNH to arrive at the final award decision.

## 4.0 CONTRACT

### 4.1 Contract Term

The term of the initial contract is three (3) years and may be renewable for two (1) two-year periods thereafter upon written agreement between the two parties, before February 1<sup>st</sup>, in the year of the renewal. This contract shall operate on the fiscal year, July 1 through June 30.

### 4.2 Contract Status

4.2.1. The response to this RFP will be considered as the bidder's offer to contract. Final negotiations on the offer that receives the highest evaluation by the CCSNH will be conducted to resolve any minor differences and informalities that do not materially alter the offer.

4.2.2. Notwithstanding anything in this agreement to the contrary, all obligations of CCSNH hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall CCSNH be liable for any payments hereunder in excess of such available appropriated funds.

- a. In the performance of this agreement, the Contractor is in all respects an independent contractor, and is neither an agent nor employee of CCSNH. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind CCSNH nor are they entitled to any of the benefits, worker's compensation or emoluments provided by CCSNH to its employees.
- b. The Contractor shall defend, indemnify and hold harmless CCSNH, its officers and employees, from and against any and all losses suffered by CCSNH, its officers and employees, and any and all claims, liabilities or penalties asserted against CCSNH, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of the acts or omissions of the Contractor). Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

4.2.3. If, at any time during the term of the agreement, any petition or bankruptcy shall be filed by/or against the Contractor, or if it shall be adjudicated bankrupt or a receiver shall be appointed by any court or competent assignment for the benefit of creditors, then this concession shall immediately cease and CCSNH shall have the right, by force or otherwise, to reenter the premises and the same to have, repossess and enjoy, without any liability for damages, anything in this contract of concession to the contrary notwithstanding.

### **4.3 Contract Format**

The resulting CCSNH Award will incorporate the CCSNH Contract Terms and Conditions, a sample copy of which is enclosed as **Appendix A**. The final contract may additionally include this RFP, any addendum, the bidder's response thereto, all additional agreements and stipulations, and the results of any final negotiations.

### **4.4 Contract Modification**

This agreement will not be changed, modified or discharged, unless such concurrence of change, modification or discharge is reduced to writing and signed by the party against whom such change, modification or discharge is sought.

### **4.5 Contractor Assignment of Sub-Contract**

Any agreement resulting from this Request for Proposal may not be assigned by the Contractor in whole or in part without prior approval of CCSNH. However, if the Contractor created a separate corporation to operate the Bookstore, it may assign the contract to that corporation so long as the Contractor remains responsible in carrying out the terms of this agreement in all particulars.

### **4.6 Contract Termination**

The Contract may be terminated:

1. By either party provided six (6) months advance written notice be given.
  - a. The Contractor will pay CCSNH all fees due up to the effective date of termination.
2. By either party if the other refuses or fails to perform its obligations under the terms of the agreement.
3. By CCSNH through written notice if the Contractor fails to perform in a manner satisfactory to CCSNH.

If, at any time during the term of the agreement, any petition or bankruptcy shall be filed by/or against the Contractor, or if it shall be adjudicated bankrupt or a receiver shall be appointed by any court or competent assignment for the benefit of creditors, then this concession shall immediately cease and CCSNH shall have the right, by force or otherwise, to reenter the premises and the same to have, repossess and enjoy, without any liability for damages, anything in this contract of concession to the contrary notwithstanding.

### **4.7 Vendor Certifications**

The vendor who is awarded the contract must be duly registered as a vendor authorized to conduct business in the State of New Hampshire. Vendor will also need

to submit a completed Alternate W-9 form (no fee) with the contract and must be willing to comply with all terms and conditions of the Community College System of New Hampshire.

A bid award, in the form of a purchase order or contract, will only be awarded to a vendor who is currently registered to do business in the State of New Hampshire and in good standing with the State of New Hampshire. Businesses are classified as “Domestic” (in-state) or “Foreign” (out-of-state). Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.

The vendor awarded the contract shall, at its sole expense, furnish an insurance certificate with a minimum of \$1,000,000 aggregate for general liability, naming CCSNH as additional insured. The certificates shall contain a clause prohibiting cancellations or modifications of the policy earlier than ten (10) days after written notice thereof has been received by CCSNH.

## 5.0 BID REQUIREMENTS

In order to be considered a complete bid your submittal must include the following information.

- Cover Page with Company name, Proposal principal authors, Date, company address and company URL
- Primary contact(s) with phone number and e-mail address(es)
- The bid should be dated and signed by an officer of your company (as agreement to the CCSNH's terms and conditions)

**In addition to above, please include responses to the requirements sections below.**

### 5.1 Evaluation Criteria

The evaluation of all RFP Responses and the recommendation of a Vendor will be made by the CCSNH Bookstore RFP Team. The award shall be made to the Bidder whose bid, in the opinion of the CCSNH, is deemed responsive and acceptable taking into consideration the qualities of the services proposed to be supplied, their conformity with the specifications and the purposes described in this bid document and the bid response.

Proposals must be in sufficient detail to allow CCSNH to reasonably evaluate the intended Bookstore operation from the standpoint of service, merchandise and facilities.

Evaluation Criteria Proposals will be evaluated in accordance with the following two-step process:

**Step One** - Verification that each Proposer has complied with all terms and conditions of the RFP and the Offer is thoroughly and correctly completed and submitted.

**Step Two** - All proposals meeting the criteria as presented in step one will then be subjected to a "points-earned compliance matrix".

Selection will be based upon, but not limited to, the following factors (please see Addendum 1).

1. Policy and procedures for pricing new and used books.
2. Policy and procedures for pricing non-instructional items.
3. Prior experience in collegiate bookstores.
4. Reputation of management and record of customer service.
5. Evidence of future development of delivery formats and new technologies.
6. Imagination and plans for the bookstore operation.
7. Financial status of organization.



8. Rate of reimbursement to institution.
9. Bookstore improvements/upgrades/enhancements if applicable.
10. Proposed integration plan for connecting with all relevant CCSNH software platforms.

Each proposal shall address Sections III-H-1, and III-K-7 in specific percentages in Addendum 1.

1. Should other items be discussed, request they be in the sequence covered in the bid summary.
2. Items not commented on will be assumed to have Contractor concurrence. Any material alteration of the terms of this proposal will be deemed a non-conforming bid.

Responses should provide details on the Bidder's qualifications to include:

1. Evidence of successfully operating a bookstore at other collegiate institutions, preferably with similar student populations.
2. A list of all 2-year and 4-year college/university bookstores operated during the past five years and the name of a responsible individual to contact at each institution.
3. Evidence of financial ability to meet the operational requirements. Include annual reports and financial statements for the past two years.

## **5.2 Services to be provided by the contractor, if applicable (Response Required)**

- 5.2.1. The Contractor shall adopt the principles of the System and Colleges' Mission, Value and Vision statements, and will adhere to the operating policies and procedures of the College.
- 5.2.2. If applicable, the Contractor shall occupy the space designated as the Bookstore (if necessary) at the Colleges and maintain a clean and healthy environment for its customers. The Bookstore is responsible for janitorial services on a daily basis. Janitorial services include but are not limited to dusting, wet mopping, dust mopping and buffing of floors, cleaning counters, shelves and windows. Floors to be stripped and waxed twice a year. The Contractor will consult with the College regarding appropriate cleaning requirements.
- 5.2.3. If applicable, the Contractor shall assume complete management of the Bookstore and stock, display and sell all required textbooks, either new or used, in the editions as submitted; (if a newer version is available it is the vendors responsibility to approve it with requesting faculty) and all other educational

supplies, tools, and materials used by the students in pursuing their courses not covered by laboratory fees. Recommended and suggested course books must be made available through special and timely order.

5.2.1. The Contractor will provide competent and professional Bookstore management and be the sole employer of all persons working in the operation, notwithstanding the forgoing; contractor agrees that:

- a. Bookstore management/account representative will not be changed without prior coordination and concurrence of the College.
- b. If applicable, the Contractor will not hire the bookstore manager without prior approval of the College.
- c. Any Contractor employees found objectionable to the College will be dismissed or transferred upon due process and consultation with the College Administrator.

5.2.2. If applicable, the Contractor shall maintain a store location and schedule on a year-round basis which will be convenient for the students, faculty, and College. Store locations and hours will be scheduled to provide services to all students. Regular store schedule may be adjusted when there is a need and mutual agreement.

- a. The Contractor shall open the bookstore a minimum of 900 hours per year based on the needs of individual colleges. In addition, the bookstore will be open at times mutually agreed to by the individual colleges to accommodate students who are taking courses in non-traditional time frames (one-week courses, distance learning courses, etc.) Also, if the College or System so requests, the Contractor shall open the bookstore any special hours necessary to serve the students, or for special events such as open houses, orientations or Alumni events. The Contractor shall open the bookstore any special hours necessary to sell late arriving books and/or special orders.
- b. Bookstore hours shall be submitted to the College administration, at least three (3) weeks prior to the start of each semester, approved by the College and Contractor, and posted.
- c. The Contractor shall hire extra employees as needed to handle all rush periods and avoid unnecessary lines.
- d. The Contractor will provide a web-based system for the ordering and purchasing of books, supplies, and merchandise.
- e. The contractor will arrange to sell and deliver books and other educational supplies needed for students taking classes at satellite locations or online courses at other System locations. (i.e., if a student from CCSNH College A is taking an on-line course offered through CCSNH College B, the student should not have to go to CCSNH college B to purchase the materials needed.)
- f. Contractor and system may develop an appropriate system to provide textbooks in advance of disbursement of awarded financial aid.

5.2.3. If applicable, the Contractor shall provide all necessary cash registers, fax, office furniture and machinery, intercom and telephone systems, photocopier and any other general equipment and the maintenance thereof.

The Contractor must provide computer equipment capable of interfacing with the College Information Technology Network.

- a. The Contractor will develop a bookstore web site on the college information technology network, which will describe policies, procedures, and general information as outlined in section III-K-1. Posted information and procedures must adhere at a minimum to the Higher Education Opportunity Act of 2008 for bookstore services.

5.2.4. The Contractor shall make available merchandise such as but not limited to, campus specific imprinted clothing, imprinted jewelry, stationery, gifts, novelties, art supplies, pens, language tapes, non- instructional items, newspapers, magazines and other goods and commodities typically found in a college store. The Contractor will use the College's current logo and insignia on all imprinted merchandise.

- a. Additional non-related items not currently represented for sale, before being offered for sale, must meet with the approval of the College Contract Administrator.
- b. All items handled will be of a non-offensive nature, quality and character commensurate with the wishes of the College.
- c. Specifications for items, such as academic pins, may be determined by the College. The Contractor may offer class rings for sale. All class ring design and College insignia are subject to prior approval of the College.
- d. The Contractor may offer items for sale such as snacks, candy items, and soft drinks with the approval of the College, so as not to conflict with the food service/vending contracts at each campus.
- e. Prior to ordering any imprinted clothing or merchandise, the College and Contractor will agree to specifications.
- f. Contractor will clearly explain process and timeline for ordering general merchandise.

5.2.5. The Contractor shall purchase used books from students, faculty, and staff on a year-round basis.

- a. The Contractor will pay \_\_\_\_\_ % of the new book price for books in good condition that are adopted for the following semester, including summer session.
- b. The \_\_\_\_\_ % buy back period will begin \_\_\_\_\_ and will end \_\_\_\_\_.
- c. The Contractor will sell used books at \_\_\_\_\_ % of the new book selling price.
- d. The Contractor will pay the prevailing wholesale price for books not adopted for the next semester or sold back at times other than the \_\_\_\_\_ % buying period.
- e. The Contractor reserves the right to determine quality, quantity and price for buy back books. A valid school ID and/or driver's license, or equivalent, is required for the protection of all parties. The Contractor will maintain appropriate records of all transactions.
- f. The Contractor will make every effort to buy back books from the customers. If additional copies are still needed, the contractor will

contact all of the major used book wholesalers to maximize the number of used books available for sale.

- 5.2.6. The Contractor will operate under an established refund and exchange policy as follows:
- a. Textbooks in original purchased condition (please define original purchased condition) may be returned for a full refund within \_\_\_\_\_ days of the official start of the semester or term with sales receipt.
  - b. Non-text merchandise in original purchased condition may be returned for a full refund within \_\_\_\_\_ days of purchase with receipt.
  - c. Magazines, newspapers, special orders, and sale merchandise, software and audio products are final sales.
  - d. Defective merchandise of any kind will be replaced at no cost.
  - e. The Contractor, in consultation with the College contact, will define the refund or exchange policy relative to computer hardware and software.
- 5.2.7. The Contractor shall not cut or reduce any book order submitted without the consent of the instructor, or consent of the academic supervisor who shall have final voice as to quantity.
- a. The Contractor shall hold over inventory for at least \_\_\_\_\_ weeks after each book rush to accommodate any student who wishes to buy textbooks late.
- 5.2.8. Pricing and Procedures:
- a. In accordance with all applicable laws designated by the Higher Education Opportunity Act of 2008, the Contractor shall post in a conspicuous location in the bookstore and on the website, a list of all textbooks ordered by the faculty at least \_\_\_\_\_ weeks prior to the start of the semester, and regularly updated. The list will include, at a minimum, the following information:  
  
    - Course Number;
    - Course Title;
    - Book Title;
    - Author;
    - Publisher;
    - ISBN#;
    - Price
  - b. The Contractor shall order all texts \_\_\_\_\_ weeks prior to each semester, or sooner if practical, to facilitate the most effective buy back from the students.
  - c. All trade books, mass-market books, and reference books will be sold at publisher's list prices.
  - d. Textbooks will be sold at a price based upon pricing formula. [Please clearly define your pricing formula (as shown in Addendum 1) and procedure and provide an example

- e. All other merchandise will be priced according to industry standard and competitive with the prevailing regional market (Please provide your standard).
- f. Fees to be paid to Student Activity.
  - i. The contractor shall pay a fee of \_\_\_\_\_ (%) percent of net revenue, payable at least quarterly by the 20<sup>th</sup> of the following month, to the appropriate Student Activity Account established by each college.
    - 1. The term “net revenue” as used in this agreement shall be interpreted to be all revenue received from the gross sales of all merchandise sold in said store, less refunds made to them. It shall not include any amount added to the selling price on account of excise taxes, sales taxes, or any taxes of any kind or nature, which may come into existence during the lifetime of this agreement. Net revenue shall not include sales of merchandise to the College faculty or staff at a discount from regular list prices.
  - ii. All sales and rentals will be on a cash, check, credit card, debit card, college voucher or loan system, company purchase order basis, except for a limited number of College approved support programs and recorded through cash registers which shall have:
    - 1. Cumulative, non-reset able counter of either the total reset-clearings or the total cumulative activity;
    - 2. A display for customer viewing;
    - 3. Keys for cash sales and sales tax;
    - 4. Cumulative printing counters for gross and detailed activity and resets;
    - 5. A coding mechanism to protect against unauthorized use;
  - iii. Financial Record and Reports. Contractor agrees to the following reporting and recording requirements at its direct cost:
    - 1. Contractor shall maintain complete and accurate records of all transactions in accordance with accepted industry standards and shall keep such records for a period of not less than five years after the termination of this agreement. Contractor shall make available for inspection by the College during normal business hours all records, which the Contractor makes in the course of performing its obligations under this agreement.
    - 2. Contractor shall maintain substantiating accounting records, including but not limited to gross sales, refunds, net discount sales by category, cash receipts and deposits, inventory purchases, accounts payable, accounts receivable, payroll and personnel records, and payments due to the College. Contractor will meet with the CCSNH Contract Administrator or their representative upon request to review each period statement. The College

shall have the right to require an annual independent audit of contractor's sales and commission payments under this agreement at Contractor's expense. A quarterly statement detailing the total net revenue and fees paid to the Student Activity account shall be distributed to the college CFO.

3. Contractor shall furnish CCSNH with monthly sales reports and quarterly profit and loss statements. Contractor will meet with the CCSNH Contract Administrator or their representative upon request to review such statements. Contractor will reflect on the next period's statement all adjustments required by any review and audit.
  4. Contractor shall provide CCSNH with an audited financial statement for the Contractor's corporation within three months after the end of each of the Contractor's fiscal year during the contract term of this agreement.
  5. During August of each contract year during this agreement, the Contractor shall provide CCSNH with an annual and monthly projection of sales by classification for the coming fiscal year.
- 5.2.9. The Contractor shall provide Workmen's Compensation, Property and Casualty and General Liability Insurance for its employees to include:
- a. Contractor shall furnish CCSNH with a certificate(s) of the insurance company or companies issuing the aforementioned policy or policies of insurance, certifying that the Contractor has such insurance in force.
  - b. Each certificate shall specify the date when such insurance will expire and contain a provision that the insurance not to be canceled without thirty (30) days written notice to CCSNH.
  - c. The general liability insurance coverage for bodily injury claim must be in an amount of not less than \$250,000 per claim, and \$2,000,000 per occurrence. These limits may be met by a combination of primary and excess coverage.
- 5.2.10. The Contractor shall not, in any manner, use the credit or name of the Community College System of New Hampshire in connection with its business affairs without the written consent of CCSNH. Contractor will purchase merchandise and sign contracts in its own name at its own cost and expense on its own credit. However, each college's bookstore will be identified by the College's name.
- 5.2.11. The Contractor shall be responsible for collecting, if appropriate, Federal, State, and other taxes, as well as the reporting and payment thereof.
- 5.2.12. The Contractor shall be responsible for the banking and security of all monies. The Contractor shall deposit money each day in a local bank.
- 5.2.13. The Contractor shall be responsible for obtaining all necessary licenses and permits.
- 5.2.14. The Contractor shall assume risk of loss or damage to inventory while in transit to or from the Bookstore, or while on display, or within the premises of the Bookstore.

- 5.2.15. The Contractor shall bear all risks of loss of monies collected and of inventory pilferage and robbery.
- 5.2.16. The Contractor shall obtain a performance bond, in an amount mutually negotiated by the parties, at the Contractor's expense, and to keep such bond effective for the term of this agreement. A copy of said bond shall be turned over to CCSNH upon the effective date of this agreement.
- 5.2.17. The Contractor shall observe all rules and regulations promulgated by the President and /or other authorized administrative officers for the government and control of all employees engaged by CCSNH or others on the said premises. It is agreed, however, the President or other aforementioned officers shall have no personal control, direction or supervision except as herein specifically provided for over the business of the Contractor.
- 5.2.18. The Contractor shall conform to all fire and public safety laws, regulations and ordinances of the locality, particularly with respect to the number of persons admitted to the Bookstore at one time, the display or storage of flammable materials and/or no smoking regulations within said Bookstore areas.
- 5.2.19. The Contractor shall maintain standard industry retail accounting practices.
- 5.2.20. The Contractor shall comply with all laws, rules, and regulations of any Federal, State or County government, Bureau or Department applicable to the operation of said Bookstore.
- 5.2.21. The Contractor shall post conspicuously store policies concerning refunds, buy backs, exchanges and discounts.
- 5.2.22. The Contractor shall cooperate with any faculty or faculty/student committee created or authorized by CCSNH.
- 5.2.23. The Contractor shall maintain proper standards of courtesy, service and professional standards, in all its dealings with members of CCSNH.
- 5.2.24. The Contractor shall be an Affirmative Action/Equal Opportunity Employer and provide the New Hampshire Commission of Human Rights and Opportunities with such information requested by the Commission concerning employment practices and procedures.
- 5.2.25. If applicable, the Contractor agrees that CCSNH shall retain the following rights and prerogatives, and agrees to be bound thereby:
  - a. General supervision of the service rooms and of the operations thereof by the Contractor with respect to the quality of service, method of service, cleanliness, appearance, behavior of the contractor's employees, safety sanitation and maintenance of the premises.
  - b. The right to make reasonable regulations with regard to all such matters delineated in 5.1.1 above and expect compliance by the Contractor.
  - c. To notify the Contractor of its failure to carry out and comply with the contract conditions and agreements of any regulations adopted by the individual Colleges and expect remedies within ten (10) days.
  - d. Student organizations reserve the right to conduct sale of merchandise for fund-raising purposes.
  - e. Colleges have the right to select college ring suppliers.

- f. The Colleges reserve the right to permit other vendors of specialty non-textbook and related items to operate in our facilities (examples include, but are not limited to, automotive tools, computers, commencement regalia, and Allied Health uniforms and supplies).
- 5.2.26. In performance of this agreement, the Contractor is in all respects an independent contractor, and is neither an agent nor employee of CCSNH. Neither the Contractor nor any of its officers and employees, and any and all claims, liabilities or penalties asserted against CCSNH, nor are they entitled to any of the benefits, workers compensation or emoluments provided by CCSNH to its employees.
- 5.2.27. The contractor shall commit \_\_\_\_ for any relocations/renovations of the bookstore over the term of the contract.

**In addition to above, please include responses to the requirements sections below.**

### **5.3 Company History, Qualifications and Financial History (Response Required)**

Provide a brief history of your company and its experience, qualifications, and success in providing the services described in this RFP. Include a listing of subcontractors, if applicable, and their anticipated role. Details to include:

- 5.3.1. Evidence of successfully operating a bookstore at other collegiate institutions, preferably with similar student populations.
- 5.3.2. A list of all 2-year and 4-year college/university bookstores operated during the past five years and the name of a responsible individual to contact at each institution.
- 5.3.3. Evidence of financial ability to meet the operational requirements. Include annual reports and financial statements for the past two years.

All financial documents requested and received, if desired, will be returned to the organization concerned after completion of the selection process.

### **5.4 Roles and Responsibilities (Response Required)**

Please provide all specific roles and responsibilities required for the transition, implementation of, as well as, administration and maintenance for the proposed online learning platform.

### **5.5 Exit Strategy (Response Required)**

In the event that the vendor ceases to support CCSNH in the manner proposed in the bid the vendor shall provide a detailed plan of action on how they intend to withdraw.



## **5.6 Conditions (Response Required)**

Please provide any other specific conditions that you require the CCSNH to provide.

## **5.7 References (Response Required)**

Please provide references from five (5) peer Institutions of Higher Education to the CCSNH supporting online education as a multi-institution shared service. Please include the following information.

- Institution Name
- Technology Contact: Name, phone number and e-mail
- Academic Contact: Name, phone number and e-mail

By submitting this information, bidder authorizes the CCSNH to contact these clients for purposes consistent with the review of this bid.

## **5.8 Fees and Costs (Response Required)**

Please identify all fees and costs associated.

## **5.9 Payment Terms (Response Required)**

Please provide payment expectations/requirements.

## **5.10 Services to be provided by the Colleges, only applicable to brick and mortar location submissions.**

Existing facilities and space reasonably necessary for the performance of Contractor's services on the premises of the College and its satellites.

External security; utilities, water, heat, light, and power; repairs and maintenance of College owned facilities; trash and snow removal as reasonably necessary as determined by CCSNH.

Estimates of class enrollment and assistance in procuring book request forms in time to obtain needed books and supplies.

Full use of existing equipment and fixtures located in all Bookstore areas.

- Maintenance of existing equipment will become the responsibility of the Contractor.

Requirements for additional equipment or replacement of existing equipment shall be at the expense of the Contractor and ownership of such additional equipment shall

remain with the Contractor unless otherwise agreed to between the Contractor and the College.

Existing equipment and fixtures shall remain the property of CCSNH and the Contractor shall not have removal or disposal rights without prior consent of CCSNH.

An inventory of all existing equipment and fixtures will be conducted by the College at the start of each contract year.

**5.11 BIDDER INFORMATION AND SIGNATURE (Response Required)**

Please complete the information below (type or print clearly).

BIDDER (BUSINESS) NAME	
BIDDER CONTACT PERSON	
ADDRESS 1	
ADDRESS 2	
CITY	
STATE	
ZIP	
TELEPHONE	
FAX	
EMAIL	
Web Address	

The signature below signifies the assent of the bidder to abide by all of the terms and conditions of this RFP unless specific exception is taken therewith, in writing.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TYPE OR PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE



**Addendum 1: Bid Summary of Contract Pricing**

I. Policy and procedures for pricing new and used books.

\_\_\_\_\_

II. Policy and procedures for pricing non- instructional items.

\_\_\_\_\_

III. Prior experience in collegiate Bookstores.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IV. Reputation of management and record of customer service.

\_\_\_\_\_

V. Evidence of future development of delivery formats and new technologies.

\_\_\_\_\_

\_\_\_\_\_

VI. Imagination and plans for the bookstore operation.

\_\_\_\_\_

\_\_\_\_\_

VII. Financial status of organization.

\_\_\_\_\_

\_\_\_\_\_

VIII. Rate of reimbursement to College.

\_\_\_\_\_

\_\_\_\_\_

IX. Bookstore improvements/upgrades/enhancements.

\_\_\_\_\_

\_\_\_\_\_

- X. Proposed integration plan for connecting with all relevant CCSNH software platforms.

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**APPENDIX A**

SUBJECT: \_\_\_\_\_

**AGREEMENT**

The Community College System of NH and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION**

1.1 Entity of CCSNH		1.2 Entity of CCSNH Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for Entity of CCSNH		1.10 Entity of CCSNH Phone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	

1.13 Acknowledgement: State of \_\_\_\_\_ , County of \_\_\_\_\_

On \_\_\_\_\_ , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace	
1.13.2 Name and Title of Notary or Justice of the Peace	
1.14 Entity of CCSNH Signature	1.15 Name and Title of Signatory for Entity of CCSNH

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.**

The Community College System of NH, acting through the College identified in block 1.1 (“Entity”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, this Agreement, and all obligations of the parties here under, shall not become effective until the date the President or his/her designee approve this Agreement (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the Community College System of NH shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

4.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

4.2 The payment by the Community College System of NH of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The Community College System of NH shall have no liability to the Contractor other than the contract price.

4.3 The Community College System of NH reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

4.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**5. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

5.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

5.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for



employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

5.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**6. PERSONNEL.**

6.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

6.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a Community College System of NH employee or official, who

is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

6.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the Community College System of NH’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the Community College System of NH.

**7. EVENT OF DEFAULT/REMEDIES.**

7.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

- 7.1.1 failure to perform the Services satisfactorily or on schedule;
- 7.1.2 failure to submit any report required hereunder; and/or
- 7.1.3 failure to perform any other covenant, term or condition of this Agreement.

7.2 Upon the occurrence of any Event of Default, the Community College System of NH may take any one, or more, or all, of the following actions:

- 7.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 7.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the

contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the Community College System of NH determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

7.2.3 set off against any other obligations the Community College System of NH may owe to the Contractor any damages the Community College System of NH suffers by reason of any Event of Default; and/or

7.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**8. DATA/ACCESS/CONFIDENTIALITY/TERMINATION**

8.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

8.2 All data and any property which has been received from the Community College System of NH or purchased with funds provided for that purpose under this Agreement, shall be the property of the Community College System of NH, and shall be returned to the Community College System of NH upon

demand or upon termination of this Agreement for any reason.

8.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the Community College System of NH.

**9. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**10. CONTRACTOR’S RELATION TO THE COMMUNITY COLLEGE SYSTEM OF NH.**

In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the Community College System of NH. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the Community College System of NH or receive any benefits, workers’ compensation or other emoluments provided by the Community College System of NH to its employees.

**11. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

The Contractor shall not assign, or otherwise transfer any interest in this

Agreement without the prior written consent of the Community College System of NH. None of the Services shall be subcontracted by the Contractor without the prior written consent of the Community College System of NH.

**12. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the Community College System of NH, its officers and employees, from and against any and all losses suffered by the Community College System of NH, its officers and employees, and any and all claims, liabilities or penalties asserted against the Community College System of NH, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Community College System of NH, which immunity is hereby reserved to the Community College System of NH. This covenant in paragraph 13 shall survive the termination of this Agreement.

**13. INSURANCE.**

13.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

13.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

13.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

13.2 The policies described in subparagraph 13.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

13.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**14. WORKERS' COMPENSATION.**

14.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

14.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**15. WAIVER OF BREACH.** No failure by the Community College System of NH to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the Community College System of NH to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by

certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

**18. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**19. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**20. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**21. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**22. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent

jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**23. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.