

FREDERICK COMMUNITY COLLEGE GENERAL TERMS AND CONDITIONS

1. CONTRACT TERMS: The performance of this contract shall be governed solely by the terms and conditions as set forth in this document, notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the party submitting the bid or solicitation (hereinafter referred to as the "Offeror") at any time. The acceptance by Frederick Community College (the "College") of any goods or services shall not be construed as acceptance by the College of any terms or conditions which are inconsistent with the terms and conditions stated here. All terms and conditions in any College solicitation are made part of this contract, as applicable. Any different or additional terms other than those specified in this document that are contained in Offeror's acceptance are hereby objected to.

2. COMPLETE AGREEMENT: The solicitation and these terms and conditions, together with any other documents incorporated by reference, constitute the sole and entire agreement between the College and Offeror with respect to the subject matter, superseding completely any oral or written communications unless the terms are expressly incorporated into additional written documentation. Where Offeror's quotation is referred to in a purchase order, such quotation is incorporated in the purchase order only to the extent of specifying the nature or description of the goods ordered and only to the extent such items are consistent with the other terms stated in this document.

3. ACCEPTANCE PERIOD: Any proposal in response to a College solicitation shall be valid for one hundred twenty (120) days or as otherwise specified in the solicitation document. At the end of the one hundred twenty (120) days, the proposal may be withdrawn at the written request of the Offeror.

4. ADDENDA: The College reserves the right to amend or add to its solicitation documents at any time prior to the due date. If it becomes necessary to change or add to any part of a solicitation document, an addenda will be posted on the purchasing website at www.frederick.edu/bidboard. It is the sole responsibility of the Offeror to ensure continued monitoring of the College's Purchasing Website for any posted amendments, addenda or clarifications prior to submitting their solicitation response and duly acknowledge receipt of said amendments or addenda on the proper bid form. Failure to do so may cause rejection of a bid or proposal.

5. ADDITIONAL ORDERS: Unless it is specifically stated to the contrary in the solicitation response, the College reserves the option to place additional orders against a contract awarded as a result of a solicitation at the same terms and conditions, if it is mutually agreeable.

6. DELIVERY AND PACKING: Prices shall be FOB Destination freight prepaid to the delivery point designated. Offeror shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Offeror. All claims for visible and concealed damage shall be filed by the Offeror. Unauthorized shipments are subject to rejection and return at Offeror's expense. All prices quoted must include delivery. All goods delivered under a solicitation shall be packed in accordance with accepted trade practices. No charges may be made over and above the quoted/bid price for packaging, or for deposits or containers unless specified in the College solicitation. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successfully awarded Offeror to the designated location as indicated on the College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on the purchase order at no additional cost. DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.

7. INSPECTION AND ACCEPTANCE: No goods received by the College pursuant to a purchase order shall be deemed accepted until the College has had reasonable opportunity to inspect said goods for hidden damage or failure to meet specifications. Damaged/unacceptable goods shall be rejected and will be returned at Offeror's expense for full credit or

replacement, at the College's sole option. The College reserves the right to test any goods, or services delivered to determine that specifications have been met. No goods returned as defective shall be replaced without College authorization. If Offeror fails to cure defect within ten (10) calendar days, the College reserves the right to purchase on the open market and Offeror shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

8. WARRANTY: The Offeror expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Said Offeror agrees to any repairs, labor, replacements, or necessary adjustments because of such defects to be made promptly by him/her and without cost to and the satisfaction of the College. Such warranty shall survive the contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Offeror further warrants all articles, material and work performed for a period of one (1) year, unless otherwise stated, from the date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at the Offeror's sole expense. Also, said Offeror shall be responsible for handling all warranty issues directly with the manufacturer and not delegating to College staff. Failure to do so may result in rejection or cancellation of the order. Additional warranty requirements may be set forth in College bid documents.

9. PATENTS/COPYRIGHTS: Offeror represents and warrants that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent, copyrights or other intellectual property rights. Offeror will at his/her/its own expense, indemnify, protect and save harmless the College, its trustees, agents, employees and students from any claim, action, cost of judgment or liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract or arising out of the purchase or use of goods for which the Offeror is not the patentee, assignee, licensee or owner.

10. BILLING AND PAYMENT: Each invoice shall reference the College's purchase order number. All invoices will be paid within (30) days unless otherwise specified in a College solicitation document or unless any item thereon is questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. Charges or late payments of invoices prior to forty-five (45) days after receipt of invoice is expressly prohibited. The College shall have no liability for invoices not prepared in accordance with this Section 10.

11. CARE OF PREMISES: Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the contract, the Offeror shall take the necessary precautions to protect all areas upon which, or adjacent to, work is performed as a part of this contract. Any damage caused as a result of Offeror's neglect, directly or indirectly, shall be repaired to the College's satisfaction at the Offeror's expense. If the Offeror fails or refuses to make such repair or replacement, the College will determine a cost and the Offeror shall be liable for the cost thereof, which may be charged or deducted from the Offeror price.

12. DELAYS AND EXTENSIONS OF TIME: The Offeror agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by the Offeror for any delays or hindrances, from any cause whatsoever during the progress of any portion of the work, specified in this contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Offeror, including but not limited to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the

performance of a contract with the College, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Offeror or the subcontractors or suppliers.

13. BID AND PERFORMANCE SECURITY: If bid security is required, a bid bond or cashier's check in the amount indicated in the solicitation documents must accompany each bid and be made payable to Frederick Community College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten and signed by a surety company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Vice President of Finance-Human Resources deems the failure to be nonsubstantial. Upon request, bid bonds or checks will be returned to all except the three (3) lowest bidders after the opening of bids, and the remaining checks or bid bonds will be returned upon request to all but successful bidder(s) after award of contract. If a performance bond is required, the successful bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract.

14. CANCELLATION OF BID: The College reserves the right to cancel any solicitation or to reject all solicitation responses received, if the College's Vice President of Finance-Human Resources, in accordance with procedures approved by the College's President, determines that it is fiscally advantageous or in the best interest of the College to cancel the solicitation.

15. PREPARATION OF BID: Submissions in response to formal College solicitations must be hand signed by an authorized agent of the company submitting the bid. Notification of award will be made by "Notice of Intent to Award" and/or purchase order. An Offeror may attach a letter of explanation to the solicitation response for clarification. Offerors will be required, if requested by the College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers of or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any Offeror's place of business prior to award of contract to determine Offeror responsibility. All proposals shall provide a straightforward, concise delineation of capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content. The College will not be responsible for any expense incurred by the Offeror in preparing and submitting a proposal.

16. RECEIPT OF BID: It is the responsibility of the Offeror to assure that his/her/its proposal is delivered to the place designated for receipt of the proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.

17. CANCELLATION DUE TO PERFORMANCE: The College reserves the right to cancel any contract, if, in its opinion, the Offeror's performance is unsatisfactory, or fails to adequately perform the stipulations and requirements of said contract and these General Terms and Conditions and specification which are made part of this agreement, or in any case of any attempt to willfully impose upon the College any unacceptable quality. If at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Offeror in writing, and the Offeror shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If corrections are not made within the specified period, the College may terminate the contract. Any action taken by the College under this section shall not affect or impair any rights or claim of the College to damages for the breach of any covenants of the contract by the Offeror. Should the Offeror fail to comply with the conditions of this contract or fail to provide adequate services, the College reserves the right to cancel the contract without incurring further liabilities on the part of the College.

18. RIGHT TO STOP WORK: If the College determines, either directly or indirectly, that the Offeror's performance is not within the specifications, terms or conditions, and/or that the quality of the job is unacceptable, the College has the right to stop the work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of the College. The College also reserves the right to re-issue the solicitation for the contract

if it is decided that performance is not within the specifications as set out.

19. CONTRACT AMENDMENTS: The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the contract by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by the College before the supplier performs additional work on the project. The Offeror cannot accept purchase request for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Offeror has received a signed Amendment and/or revised purchase order from the College.

20. TERMINATION BASED ON LACK OF FUNDING: Any contract awarded as a result of a College solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. The College's appropriating authority is deemed to be the Board of Trustees of Frederick Community College. Insufficient funds shall be grounds for immediate termination of solicitation.

21. TERMINATION FOR THE CONVENIENCE OF THE COLLEGE: The performance of the work or services under a contract as a result of a College solicitation may be terminated in whole or in part, whenever the President of Frederick Community College shall deem that termination is in the best interest of the College. Such determination shall be at the sole discretion of the President. In such event, the College shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to the Offeror of written notice of termination upon which the effective date of termination shall be specified.

22. DEFAULT: The performance of work or services from this contract may be terminated by the College, in whole or in part, from time to time, effective upon receipt of notice, whenever the Offeror shall default in the performance of this contract and fails to make progress in the prosecution of the contract work or endangers such performance and shall fail to cure default within ten (10) calendar days period after receipt of written notification from the College specifying the default. Should the contract be terminated by the College for failure to perform on the part of the Offeror, no additional compensation shall be paid. In case of failure to deliver services in accordance with the contract terms and conditions, the College, after due oral or written notice, may procure them from other sources and hold the Offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the College may have.

23. NON-HIRING OF EMPLOYEES: No employees of the College or of the State or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or attending the subject matter of this contract shall, during the pendency or term of this contract and while being employed, become or be an employee of Offeror.

24. NON-DISCRIMINATION: Offeror represents and warrants that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of sex, race, age, color, creed, national origin, sexual orientation, religious belief, handicap, marital status or status as a disabled veteran or veteran of the Vietnam era. Offeror further agrees to post in conspicuous places notices setting forth the provisions of this non-discrimination clause and to take affirmative action to implement the provisions of this section. Offeror further assures the College that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status, except as mandated by law.

25. ASSURANCE OF NON-CONVICTION OF BRIBERY: Offeror hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal Government.

26. NON-COLLUSION: Offeror certifies that it has neither agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer submitted; Offeror also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with contract for which the within bid or offer is submitted.

27. FINANCIAL DISCLOSURE: Offeror shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State or a state unit and receives in the aggregate one hundred thousand dollars (\$100,000.00) or more during a calendar year shall, within thirty (30) days of the time when the one hundred thousand dollars (\$100,000.00) is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

28. POLITICAL CONTRIBUTION DISCLOSURE: Offeror shall comply with Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year in which the person receives in the aggregate two hundred thousand dollars (\$200,000.00) or more, shall file with the State Administration Board of Election Laws a statement disclosing contributions in excess of five hundred dollars (\$500.00) made during the reporting period to a candidate for elective office in any primary or general election.

29. REGISTRATION: Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the State Department of Assessments and Taxation.

30. CONTINGENT FEES: Offeror hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Offeror, to solicit or secure a contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this contract.

31. MARYLAND PUBLIC INFORMATION ACT: Offeror recognizes that the College is subject to the Maryland Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland. Offeror agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.

32. COMPLIANCE WITH LAWS: Offeror agrees to pay for all permits, licenses and fees and comply, at no additional cost to the College, with all applicable Executive Orders, Federal, State, County, bi-county, regional and local laws, ordinances, rules and regulations in effect as of the date of this contract and as they may be amended from time to time, including the equal employment opportunity clause set forth in 41CFR 60-250.4.

33. DRUG FREE WORKPLACE: The College is committed to a work place and campus environment free of substance abuse and is committed to full compliance with the Drug-Free Workplace Act of 1988, the Drug-Free Schools and Communities Act of 1986, as amended in 1989, the Maryland Drug and Alcohol Abuse plan. The Offeror shall agree to comply with these acts and all other applicable local, state and federal laws.

34. MINORITY PARTICIPATION: It is the policy of the College to encourage minority businesses to provide goods and services for the performance of College operating needs. Minority businesses are defined as firms that are fifty-one percent (51%) owned and controlled by a member of a socially or economically disadvantaged minority group,

which includes African Americans, Hispanics, Native Americans, Alaskan Natives, Asians, Pacific Islanders, women, and the mentally or physically disabled.

35. DEBARMENT STATUS: By submitting their proposal and accepting this contract, Offeror certifies that it is not currently debarred by the State of Maryland or another governmental entity from submitting bids or proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred. Debarment status can be verified at the Maryland Government Debarred list at <http://www.bpw.state.md.us/Pages/Debarments> as well as checking System for Award Management, SAM.gov.

36. RECORD RETENTION: Offeror shall maintain books and records relating to the subject matter of this contract, including but not limited to all charges to the College, for a period of three (3) years from the date of final payment under this contract.

37. AUDIT: Offeror shall permit audit, fiscal and programmatic monitoring of the work performed under any contract issued. The College shall have access to and the right to examine and audit any records, books, documents and papers of Offeror and any subcontractor involving transactions related to this contract during the term of this contract and for a period of three (3) years after final payment under this contract.

38. HAZARDOUS AND TOXIC SUBSTANCES: Offeror must comply with all applicable Federal, State, and County laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Offeror shall provide the College with a "Material Safety Data Sheet" including reference to the purchase order number, or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the "Chemical Information List" in compliance with applicable laws, ordinances and regulations.

39. MARYLAND UNDERGROUND FACILITIES DAMAGE PREVENTION LAW: When applicable, Offeror shall coordinate and pay for all work required to comply with this law. Additionally, Offeror shall be responsible for all locations of private utilities as required by the College.

40. NON-ASSIGNMENT AND SUBCONTRACTING: Offeror shall not assign any contract or any rights or obligations hereunder without obtaining prior written consent of the College. No contract shall be made by Offeror with any other party for furnishing the services to be performed under this contract without the written approval of the College. These provisions will not be taken as requiring the approval of the contract of employment between Offeror and its personnel.

41. INDEMNIFICATION: The Offeror shall be responsible for any loss, personal injury, expense, death and/or any other damages which may occur by reason of Offeror's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Offeror's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Offeror are deemed to be the Offeror's acts. Offeror agrees to indemnify and hold harmless the College and its Board of Trustees, employees, agents and students from any claim, damage, liability, expense, and/or loss, including defense costs and attorneys' fees, arising directly or indirectly out of Offeror's performance under this contract. The indemnification obligation of Offeror shall include, but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. Furthermore, the indemnification obligation of Offeror shall survive termination of the contract for any reason. Additionally, the College shall notify Offeror promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Offeror shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. This indemnification provision shall survive the termination and/or completion of this agreement.

42. INSURANCE: By submitting a solicitation response and accepting a purchase order, the Offeror certifies that if awarded the contract, it will have the insurance coverage described on Exhibit C-1 at the time the contract is awarded and will maintain such coverage for the

contract period or as indicated in the document, whichever coverage is greater.

All policies shall be issued by Insurance Carriers licensed to do business in the State of Maryland and having a rating in the latest edition of Best's Key Rating Guide, with a rating of an "A-VIII" or better. All of the policies addressed above of the Offeror shall be primary to any insurance maintained by the College and shall contain an endorsement acknowledging that any insurance maintained by the College is excess. All policies shall include a Waiver of Subrogation in favor of the College.

Each policy of insurance shall contain the following endorsement: "It is understood and agreed that the Insurance Company shall notify the College in writing, thirty (30) days in advance of the effective date of any reduction in the dollar amount of coverage, notice of non-renewal, termination or cancellation of this policy". Certificates of Insurance evidencing each of the above coverage's shall be delivered to the College within fifteen (15) days following the date of notice of contract award. Such certificates shall also include:

- a. The College as additional insured.
- b. The requirement for advance notice of reduction in the dollar amount of insurance, non-renewal, termination or cancellation of or change in coverage.

The successful firm shall not allow any liens filed against the College or the property of the college by a person or firm for any reason arising out of the furnishing of services or materials by the firm. Any lien filed against the College or its property shall be disposed of within thirty (30) days of its filing. Failure of the Offeror to dispose of such liens within the thirty (30) day period shall constitute a default.

43. QUALIFICATIONS: The College may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the College all such information and data for this purpose as may be requested. The College reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The College further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the College that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

44. REFERENCES: If references are required then the Offeror must provide at least three (3) references (or as indicated in the document requirements) from former and current clients who can confirm the Offeror's experience with the product or services that are similar in size or scope. All reference information must include the company's name and address and the contact's name and telephone number. The references provided must be able to confirm, without reservation, the Offeror's ability to provide the level of product or services requested. References from other higher education institutions or government agencies are preferred.

45. SIGNATURE: Each solicitation response must show the full business address and telephone number of the Offeror and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the offer and contract, including the offer summary, copy of contract, and purchase order, will be mailed or delivered to the address shown on the solicitation response. **NO OFFER WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.**

46. SPECIFICATIONS AND SCOPE OF WORK: The specifications listed in the College solicitation may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Offeror assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc., in the specifications are the responsibility of the Offeror and the College will not bear the responsibility of their omission. If omissions in the specifications are discovered and these

omissions will impact the contract price then it is the responsibility of the Offeror to note these omissions, in writing, prior to accepting the award. If these omissions are not noted prior to award then the Offeror's silence is deemed as full and complete acceptance and any additional costs will be borne by the Offeror.

47. TAXES: Sales to the College are exempt from Federal, State or Municipal sales and excise tax. Frederick Community College is a Government Entity (30) and as such our sales tax exemption does not pass on to contractors. The College tax payer identification number is 52-0743590

48. USE OF THE CONTRACT BY OTHER AGENCIES AND EDUCATIONAL INSTITUTIONS: While the College's formal bids are prepared on behalf of the College, it is intended to apply to other Maryland educational institutions, public and non-profit agencies in both Frederick County, Maryland and the State of Maryland as listed below:

- a. Frederick County Public Schools
- b. Frederick County Government
- c. Municipalities of Frederick County
- d. Maryland State Colleges and Universities

Unless the Offeror takes an exception, the resulting award items will be available to all agencies listed. Should a price adjustment be necessary to include any other public agency, the Offeror must so note on their solicitation submission. Each of these agencies may purchase from the successful Offeror under the same terms and conditions of the contract with the College, in accordance with each agencies laws and regulations, or an agency may choose not to procure from the successful Offeror at the agency's sole discretion. If another entity or one of the above named agencies elects to purchase under the contract, the purchase requests and funding from other agencies will be the responsibility of those agencies. Contracts between the Offeror and other agencies shall not be binding or enforceable against the College. The College cannot be held liable for the transactions of another entity or agency.

49. Use and Ownership: All documents, materials, or data developed as a result of this contract are the College's property. The College has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract, unless otherwise noted and specifically approved by the College. The College may use this information for its own purposes, or use it for reporting to Federal agencies. The Offeror warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The Offeror must keep confidential all documents, materials, and data prepared or developed by the Offeror or supplied by the College.

End of Section

EXHIBIT C-1

a. Workmen's Compensation Insurance as required by laws of the State of Maryland:

Coverage A Statutory Coverage B, Employers Liability

- Bodily Injury by Accident: \$500,000.00 / accident
- Bodily Injury by Disease: \$500,000.00 policy limit
- Bodily Injury by Disease: \$500,000.00 each employee

b. Commercial General Liability Insurance with limits of not less than:

- General Aggregate Limit (other than products/completed operations) \$2,000,000.00
- Products/Completed Operations Aggregate Limit \$2,000,000.00
- Personal and Advertising Injury Limit \$1,000,000.00
- Each Occurrence Limit \$1,000,000.00

c. If automotive equipment is used in the operation, Comprehensive Automobile Liability Insurance with limits of not less than:

- Combined Single Limit of Liability Bodily Injury and Property Damage \$1,000,000.00

Coverage shall be applicable to all autos, owned, hired and non-owned.