

THE FOLLOWING ARE THE STANDARD TERMS & CONDITIONS WHICH ARE PART OF ANY SOLICITATION OR PROCUREMENT

CARROLL COMMUNITY COLLEGE ("College" or "Buyer")

Applicable Law

Any Agreement shall be construed and interpreted according to Maryland law, without regard to conflicts of law, and venue and personal jurisdiction for any disputes under the Agreement shall lie in courts located in the State of Maryland.

Care of Premises/OSHA Requirements

During the performance of any resulting contract executed as part of this solicitation or procurement, the Offeror/Vendor must take the necessary precautions to protect all areas upon which or adjacent to which work is performed as a part of the contract. Any damage caused because of Offeror/Vendor's neglect, directly or indirectly, shall be repaired to the College's satisfaction at the Offeror/Vendor's expense.

Also, during the performance of any resulting contract executed as part of this solicitation or procurement, the Offeror/Vendor will always, be solely responsible for the safety of their operations while present on college property and that they are solely responsible for supervising their agents, representatives, Offeror/Vendors, employees, and invitees always. The Offeror/Vendor will comply with all federal, state, and local laws, ordinances, codes, and regulations, including all rules, regulations, orders, standards, and interpretations promulgated pursuant to the Occupational Safety and Health Act of 1970 (and to the Occupational and Safety Health Act for the State of Maryland) (collectively, "OSHA") and applicable industry standards. The Offeror/Vendor and their agents, representatives, Offeror/Vendors, employees, and invitees must familiarize themselves with the College's procedures and policies to ensure that their work practices are in full compliance with the College's Occupational Safety and Health Policy.

Collusion

- A. The prices in this response to the solicitation or procurement have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Offeror/Vendor intending to respond or with any competitor.
- B. Unless otherwise required by law, the prices that have been quoted in the bid have not knowingly been disclosed by the Offeror/Vendor, and will not knowingly be disclosed by the Offeror/Vendor prior to opening, directly or indirectly, to any other Offeror/Vendor intending to respond or to any competitor; and
- C. No attempt has nor will be made by the Offeror/Vendor to induce any other person, partnership, or corporation to submit or not to submit a response for restricting competition.

Compliance with Laws

The Offeror/Vendor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Agreement.
- C. It shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under the Agreement; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the Agreement.

Compliance with the Immigration Reform and Control Act of 1986

Offeror/Vendor warrants it and its subcontractor(s) do not and shall not knowingly hire, recruit, or refer for a fee for employment under the Agreement or any subcontract, an unauthorized alien or hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (hereinafter referred to as "IRCA").

This includes but is not limited to any verification and record keeping requirements. Offeror/Vendor agrees to indemnify and save the College, its trustees, agents, and employees harmless from any loss, costs, damages, or other expenses, including costs and attorneys' fees, suffered, or incurred by the College, its trustees, agents, and employees by reason of the firm's or any subcontractor of the firm's noncompliance with IRCA.

Offeror/Vendor agrees to defend the College, its trustees, agents and employees in any proceeding, action or suit brought against the College, including but not limited to administrative and judicial proceedings, arising out of, or alleging noncompliance of the firm or subcontractor with IRCA. Offeror/Vendor recognizes that it is Offeror/Vendor's responsibility to obtain and maintain, for the applicable period, all certifications and verifications as required by law. The College reserves the right to request any documentation deemed necessary.

Confidentiality of Data

Offeror/Vendor acknowledges that during this process and any term of a contract that results from this process, it may come into possession of, or become acquainted with, certain confidential and/or proprietary information (Confidential Information) of the College, its employees, and students. Confidential information shall include all business information, marketing and sales information, strategies, business practices, and all employee and student data. The College's delivery of Confidential Information does not operate as a waiver of any applicable or common-law privileges or protections. Offeror/Vendor shall treat such Confidential Information as strictly confidential and propriety information. In the event of a breach by the Offeror/Vendor of any of the College's Confidential Information, the College, in addition to, and not in limitation of any other property rights, remedies or damages available to the College at law or in equity, shall be entitled to a preliminary injunction, permanent injunction, and/or any other injunctive relief or court-imposed restraints necessary to restrain such breach. Offeror/Vendor expressly consents to such relief without the necessity of the College posting any bond or showing any actual damages.

Conflict of Interest Statement

The Offeror/Vendor warrants that, except as disclosed in item 2, below, there are no relevant facts or circumstances now giving rise or which in the future could give rise to a conflict of interest.

- A. By definition, a Conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to The College, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. Person has the meaning stated in COMAR 21.01.02.01B (64). This includes an Offeror/Vendor, bidder, Offeror/Vendor, firm, consultant, or subcontractor or sub consultant at any tier, and includes an employee or manager of any of them if the employee or manager has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

Contract

The parties to any contract entered because of this solicitation or procurement shall be The College Community College and the Offeror/Vendor.

A The College contract that incorporates this solicitation or procurement document, in its entirety, and the Offeror/Vendor's submitted response must be executed in writing by both parties. If any conflict between these documents occurs, the following order of precedence shall apply: Signed Agreement, SOLICITATION OR PROCUREMENT, response.

Any Offeror/Vendor requiring their signed contract or terms and conditions separate and apart from the foregoing must submit such a contract and terms and conditions with their response. The contract will be examined and evaluated along with the Offeror/Vendor's offer/bid/proposal. The College reserves the right to reject or revise the Offeror/Vendor's contract form and terms and conditions.

The Offeror/Vendor may not assign, transfer, convey, sublet, or otherwise dispose of the Agreement or its rights, title, or interest therein or its power to execute such Agreement to any other person, company or corporation without the previous consent and approval, in writing, by the College; and consent to such assignment shall not be unreasonably withheld or delayed. Unless otherwise agreed to in writing by The College, the assignee shall bear all costs incurred by the College, directly or indirectly, in connection with or because of such an assignment.

All applicable federal laws; state laws; county, local, and municipal ordinances; by-laws; and the orders, rules and regulations of all authorities having jurisdiction over this work shall apply to the Agreement throughout, and they will be deemed to be included in the Agreement the same as though written out in full.

Contract Provisions for Contracts under Federal Awards

In addition to other provisions required by the College, all contracts made by the College under Federal awards must contain provisions in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal awards:

<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200-app11>

These Contract provisions are subject to change without notice. Firms are encouraged to check the above link frequently to learn of any changes made to these contract provisions.

Cooperative Purchasing (if applicable)

Where this solicitation or procurement and any resulting purchase order/contract was prepared for Carroll Community College, the terms, conditions, specifications, and unit or other prices resulting from this solicitation or procurement may be utilized by other public bodies, subdivisions, school districts, community colleges, colleges, and universities. The Offeror/Vendor may prohibit or limit any such arrangements in their response documents. The College assumes no authority, liability, or obligation, on behalf of any other public entity that may use any contract resulting from this solicitation or procurement. All purchases and payment transactions rest solely between the Offeror/Vendor and the requesting entity. Any exceptions to this requirement must be specifically noted in the firm's proposal response.

Debarment

The Offeror/Vendor understands that a contract award (see 2 CFR 180.220) will not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The representative of the Offeror/Vendor declares that it, nor any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

Delays and Extensions of Time

Offeror/Vendor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in the agreement. 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/Vendor, including but not restricted to, those caused by the College in either its sovereign or contractual capacity, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, cyberattacks, failure of public or private telecommunications networks or power disruptions, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or acts of another Offeror/Vendor in the performance of a contract with The College or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Offeror/Vendor or the subcontractors or suppliers.

Deviations and Exceptions

Deviations from and exceptions to terms, conditions, specifications, or intent of this solicitation or procurement shall be fully described and included in Offeror/Vendor's response prior to the due date. In the absence of such a statement, Offeror/Vendor shall be deemed to have accepted all such terms, conditions, specifications, and intent of this solicitation or procurement. Offeror/Vendor's failure to raise an issue related to the terms, conditions, specifications, and intent of this solicitation or procurement prior to the due date shall constitute a full and final waiver of Offeror/Vendor's right to raise the issue later in any action or proceeding relating to this solicitation or procurement. The College reserves the right to reject as non-responsive any offer that objects to any of the terms, conditions, or specifications of this solicitation or procurement.

Employment of Child Sex Offenders

The College provides several programs throughout the main campus that involve minor children, including the Children's Learning Center and Kids @ Carroll. The State of Maryland requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the awarded Offeror/Vendor, the awarded Offeror/Vendor is prohibited from assigning that employee to perform any type of service on the College's main campus. Violation of this provision may result in termination for cause of the contract.

Environmental Claims

Any claims of environmental attributes made relating to a product or service included in the bid are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260. This applies to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

Funding

The College is a public institution of higher education, and its budget is subject to funding by governmental entities. The Agreement is contingent upon availability of funds. Lack of funding shall be grounds for immediate termination of the Agreement. The College shall promptly provide the Offeror/Vendor with written notice if a non-appropriation occurs.

Harassment Policy

Offeror/Vendor has the responsibility of ensuring that their employees and any subcontracted personnel conduct themselves in a manner consistent with an academic working and learning environment, including, but not limited to, prohibiting any form of sexual or other harassment by its employees or employees of any subcontractor.

Hazardous and Toxic Substances

Offeror/Vendor shall be solely responsible for supervising its employees and subcontractors, if any, including without limitation training, provision of personal protective equipment, and adherence to all appropriate lock out/tag out procedures, and must comply with all applicable federal, state, and county laws, ordinances, and regulations, as amended from time to time, relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances. Offeror/Vendor shall provide the College with a "Safety Data Sheet" or, in the case of a controlled hazardous waste substance, a hazardous waste manifest, for all hazardous chemicals listed or subsequently added to the Maryland Occupational and Safety Health Act Chemical Information List/Occupational Safety and Health Act of 1970 Occupational Chemical Database, in compliance with applicable laws, ordinances and regulations.

Independent Contractor

Offeror/Vendor agrees and understands that the work/services performed under an Agreement are performed as an Independent Contractor and not as an employee of the College and that Offeror/Vendor acquires none of the rights, privileges, powers, or advantages of College employees. Offeror/Vendor is required to pay Federal and State taxes and will receive a 1099 Misc. from College. The College shall not be responsible for withholding taxes with respect to Offeror/Vendor's compensation hereunder. Offeror/Vendor shall have no claim against the College hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Inspection and Acceptance

No goods received by 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/Vendor's expense for full credit or replacement, at the College's discretion. 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 the College's authorization. If Offeror/Vendor fails to cure defect within ten (10) calendar days, the College reserves the right to make same purchase on the open market and Offeror/Vendor shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

Insurance Requirements

A current (up to date) certificate(s) of insurance that includes the policy number(s), the name(s) of the insurance company(ies) and insurance manager(s), effective date(s), and coverage amounts as specified herein must be supplied as requested. Additionally, this proof of insurance shall verify that the Offeror/Vendor holds, or if awarded the contract, will hold in their company's name, all required insurance at the specified limits.

An insurance carrier licensed by the State of Maryland, rated at least A VII by AM Best Company in the types of coverage, shall provide the insurance; and coverage limits should not be for less than the following.

Insurance as may be required under applicable state statutes.

- **Workers' Compensation with Employer's Liability limits (including Occupational Disease Coverage) of \$1,000,000.**
- **Commercial General Liability, including but not limited to injury and death, property damage to The College Community College and to property of other parties, Premises/Operations, Contractual, and Products/Completed Operations insurance with minimum coverage limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate limit.**
- **Commercial Automobile Liability insurance covering the Offeror/Vendor's owned, non-owned, and hired vehicles used in the performance of the work at \$1,000,000 per occurrence Combined Single Limit.**
- **Professional Liability insurance, with a minimum limit of \$1,000,000 and an annual aggregate of \$3,000,000.**
- **Cyber Liability insurance, with a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual aggregate, to include, at a minimum, Privacy Liability, Security Liability, and Network Security Liability.**
- **Commercial Umbrella coverage at a limit of no less than \$5,000,000 covering liability over the limits of the respective liability policies.**
- **The total of required liability limits may be satisfied by combination of the limits of a primary policy and an umbrella following the form of the underlying policy(ies).**

In addition, any other appropriate insurance that may be required to protect fully the Offeror/Vendor, subcontractor, and The College in the final contract awarded.

All policies shall name Carroll Community College as Certificate Holder and all policies except Workers' Compensation and Professional/Technology Errors and Omissions Liability shall name The College Community College, The County Commissioners for The College County, Maryland, The Carroll Community College Foundation, Inc., the State of Maryland and their respective Boards of Trustees, commissioners, officials, officers, employees and agents, as additional insureds ("Additional Insureds") and shall be primary and non-contributory with regard to any insurance carried by the Additional Insureds. All policies shall include a waiver of subrogation by endorsement in favor of Additional Insureds. Additionally, each policy shall be endorsed so that no policy will be canceled or materially altered, except after forty-five (45) days' written notice has been received by the College.

Offeror/Vendor shall procure and maintain, at its own expense, all required insurance upon award, at contract implementation, and always during the contract period. If any policies are written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of the Agreement and for a period of three (3) years thereafter, and Offeror/Vendor shall demonstrate through Certificates of Insurance that Offeror/Vendor has maintained continuous coverage with the same or original insurer or shall purchase, at Offeror/Vendor's expense (a) an Extended Reporting Period Endorsement (also, known as Tail Coverage) or (b) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of the Agreement. Offeror/Vendor and its consultants and subcontractors must provide an acceptable Certificate of Insurance within ten (10) days of contract award and for two (2) years following fulfillment of the contract (or three [3] years if claims made) listing all required insurance.

Offeror/Vendor may not commence work under the contract until the College has approved such insurance. All consultants and subcontractors hired by the Offeror/Vendor are required to carry the same insurance coverages and limits of insurance as required of the Offeror/Vendor by this SOLICITATION OR PROCUREMENT and shall name the Offeror/Vendor and Carroll Community College as additional insureds on such consultants' and subcontractors' policies. Offeror/Vendor must not allow any consultants or subcontractors to commence work until all insurance has been obtained and approved by the College. Approval of insurance by the College will not relieve or decrease the liability of the Offeror/Vendor.

If the Offeror/Vendor fails to maintain and keep in force insurance as herein specified, the College shall have the right, but not the obligation, to secure such coverage for its protection, at the expense of the Offeror/Vendor.

Offeror/Vendor assumes full responsibility for all damages, or claims of damage, for injury to persons, property, or equipment that may result from any service performed under the contract; and Offeror/Vendor agrees that

such responsibility is not limited in scope or amount to the amount and types of insurance required in the contract or to any contractual limitation of liability.

Maryland Public Information Act

Offeror/Vendor recognizes that the College is subject to the Maryland Public Information Act, Title 10, Subtitle 6 of the State Government Article of the Annotated Code of Maryland, which permits access to most records and documents. Bids will generally be available for public inspection after the award announcement, except to the extent that an Offeror/Vendor designates trade secrets or other proprietary information to be confidential. Offeror/Vendor should give specific attention to the identification of those portions of their responses that they deem to be confidential, proprietary information or trade secrets. Material designated as confidential must be readily separable from the remainder of the bid to facilitate public inspection of the non-confidential portion of the bid. It is not enough to preface the entire response with a confidential or proprietary statement.

An Offeror/Vendor's designation of material as confidential is not necessarily conclusive, and Offeror/Vendor agrees to provide justification why it deems any material, completely or in part, to be confidential, proprietary information or trade secrets and justification to deny disclosure pursuant to the Maryland Public Information Act. Upon request for this information from a third party, the College, in its sole and absolute discretion, will make the ultimate determination about the confidential nature of information.

Modifications

The College may require changes to any purchase order resulting from this solicitation or procurement – including, but not limited to, changes in drawings, designs, specifications, method of inspection, method of packing, order periods, rate or method of shipment, and place of delivery – by advising Offeror/Vendor in writing. Adjustment to the order's cost resulting from a change order shall be in writing and binding upon The College and Offeror/Vendor. No change order or price adjustment shall be binding on the College unless in writing signed by the College's authorized representative.

No Partnership

Nothing contained in this SOLICITATION OR PROCUREMENT or any resulting contract in any manner creates any relationship between the Offeror/Vendor and the College other than expressly specified herein. The College does not consider itself a partner or co-venturer with an Offeror/Vendor for any purpose because of this SOLICITATION OR PROCUREMENT and resulting contract.

Non-Hiring of Employees

No employee of the College, the State of Maryland, department, commission, agency, or branch thereof whose duties as employees include matters relating to or affecting the subject matter of this bid shall, during the pendency and term of the Agreement and while an employee, become or be an employee of the Offeror/Vendor or any entity that is a subcontractor on the Agreement.

Non-Visual Access

The Offeror/Vendor warrants that any Information Technology offered under this proposal (1) provides equivalent access for effective use by both visual and nonvisual means consistent with the standards of § 508 of the federal Rehabilitation Act of 1973 and Code of Maryland Regulations 14.33.02; (2) provides an individual with disabilities with nonvisual access in a way that is fully and equally accessible to and independently usable by the individual with disabilities so that the individual is able to acquire the same information, engage in the same interactions, and enjoy the same services as users without disabilities, with substantially equivalent ease of use; (3) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (4) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (5) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Offeror/Vendor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the Information and Communication Technology by more than 15 percent.

Within 18 months after the award of any contract the Chief Information Officer, or the CIO's designee, will determine whether the information technology procured under this bid or proposal meets the nonvisual access standards set forth in the Code of Maryland Regulations 14.33.02. If the information technology procured under this solicitation or procurement does not meet the nonvisual access standards set forth in the Code of Maryland Regulations 14.33.02, The State will notify the Offeror/Vendor in writing that the Offeror/Vendor, at its own expense, has 12 months after the date of the notification to modify the information technology to meet the nonvisual access standards. If the Offeror/Vendor fails to modify the information technology to meet the

nonvisual access standards within 12 months after the date of the notification, the Offeror/Vendor may be subject to a civil penalty of a fine not exceeding \$5,000 for a first offense, and a fine not exceeding \$10,000 for a subsequent offense.

The Offeror/Vendor shall indemnify the College for liability resulting from the use of information technology that does not meet the applicable nonvisual access standards.

For purposes of this regulation, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

Patent Infringements

Offeror/Vendor guarantees that the sale and/or use of the designs, items, goods, and deliverables offered under this SOLICITATION OR PROCUREMENT will not infringe upon any U.S. or foreign copyright or patent. Offeror/Vendor will at their own expense, indemnify, protect, and hold harmless The College, its trustees, employees, agents, and students with respect to any claim, action, cost, or judgment for copyright/patent infringement, arising out of the purchase and/or use of these designs, items, goods, and deliverables.

Payment Terms and Schedule

Finalization of precise payment date(s) occurs during contract negotiations. The College will exclusively pay the primary Offeror/Vendor for all work performed because of this SOLICITATION OR PROCUREMENT. The primary Offeror/Vendor is obligated to compensate all consultants and subcontractors appropriately, if applicable.

No payments are made to the successful Offeror/Vendor until the documents have been received, approved, and the service completed and accepted by the College as responsive to all the College's requirements.

Payment terms are Net 30 from receipt of invoice unless otherwise stated. The College does not give consideration for discounts for prompt payment during the evaluation of the bid; however, any offered discounts will form a part of the award and be taken with payment within the discount period indicated in the bid response.

The Offeror/Vendor will provide an original invoice for services provided. Invoices shall reflect the price structure spelled out by this bid. **Direct invoices to the following email address:** accountspayable@carrollcc.edu

Contracted services cancelled by the College with more than 48-hour notice are not paid. If less than 48-hour notice is given, the Offeror/Vendor may not bill for the cost of the work to be performed. However, they may still bill for all reasonable and verifiable services rendered and costs associated with the Agreement that the Offeror/Vendor has incurred prior to cancellation. Exceptions to this are closures due to weather or acts of nature (tornadoes, earthquakes, floods, etc.), pandemics, or acts of terrorism that require the College be closed for the safety of students and personnel.

Procurement Regulations

This Request for Proposal and any resulting Purchase Order or formal contract shall be governed by the applicable provisions of the Education Article and the State Finance and Procurement Article of the Annotated Code of Maryland and the Code of Maryland Regulations (COMAR).

Record Retention

If awarded a contract, Offeror/Vendor shall maintain books and records relating to the subject matter of the Agreement, including but not limited to all charges to the College, for a period of three (3) years from the date of final payment under the Agreement.

Remedies

The remedies reserved to Carroll Community College in this solicitation or procurement and any resulting contract are in addition to any other remedies available under law. The College's failure to enforce any provision of this solicitation or procurement shall not constitute a waiver. The College's explicit waiver of any breach of this solicitation or procurement and any resulting contract shall not constitute a waiver of future breaches.

Responsibilities of the Awarded Offeror/Vendor

All documents and contract administration provided by the successful Offeror/Vendor must satisfy the College's requirements as outlined in the solicitation or procurement. The selected Offeror/Vendor shall be responsible for all products/services required by this solicitation or procurement.

The successful Offeror/Vendor shall deliver all the required submittals within ten (10) days of the Notice to Award and commence work according to the approved schedule unless otherwise ordered in writing by The College. Failure of the selected Offeror/Vendor to accept these obligations in an Agreement, purchase order or similar authorized acquisition document may result in cancellation of the award and the removal of the Offeror/Vendor from future solicitation or procurements. Under these conditions, the College reserves the right to enter negotiations with the next ranking Offeror/Vendor on the same terms and conditions as set forth in the solicitation or procurement.

The Offeror/Vendor shall be an independent party and not an employee of the College and shall be responsible for the reporting and remittance of all state and federal taxes.

Smoke and Tobacco-Free

Carroll Community College is a smoke and tobacco-free environment. Smoking, vaping, and/or tobacco use is prohibited in college-owned or leased buildings and off-campus sites operated by the College; all College property including parking lots, athletic fields, and the amphitheater; and College-owned vehicles. Tobacco and smoking products restricted from use include, but are not limited to, cigarettes, cigars, pipes, bidi, clove cigarettes, dip, chew, snuff, snus, and electronic cigarettes. This use prohibition extends to Offeror/Vendors, employees, students, agents, subcontractors, and Offeror/Vendors.

State of Maryland Registration Requirements

eMaryland Marketplace Advantage (eMMA) – Offeror/Vendors should be registered **and** maintain an active registration in eMMA. Please verify that you are not only registered, but that any previously completed registration is still active. Registration is free. A link to the eMMA site can be found at <https://procurement.maryland.gov>.

Business Registration - Before any business entity (both Maryland or Foreign, Out-of-State) can do business in the State of Maryland, it should be registered and in good standing with the Maryland State Department of Assessments and Taxation (SDAT). Out-of-state Vendors must be in good standing in their home state. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

NOTICE: *It is strongly recommended that any interested Offeror/Vendor complete the registrations prior to the Proposal due date and time. Failure to complete registration with SDAT may disqualify an otherwise successful Offeror/Vendor from final consideration and recommendation for Contract award.*

Substitutions

In certain solicitation or procurements, the use of patent or proprietary names or the names of manufacturers shall be used for the purpose of facilitating a description and shall be followed by the words “or equal” unless the solicitation or procurement specifically requires no substitutions. For materials/products/equipment which are substantially equal to that indicated or specifically provided, however, samples and/or full description covering the substitute product must be furnished. All samples or descriptive material must be clearly marked indicating the substitution.

Taxes

The College is exempt from federal and state taxes. Exemption Certificates are available upon request. Offeror/Vendor shall be responsible for the payment of all applicable taxes resulting from any award and/or any activities hereunder, including but not limited to any applicable amusement and/or sales taxes.

Termination Without Cause

Pursuant to Md. Ann. Code, State Fin. & Proc. §13-218, if a determination is made that it is necessary and in the best interest of The College to terminate the performance of work under the Agreement, in part or in whole, with no reflection on the performance of the Offeror/Vendor, the College will provide written notice thereof to the Offeror/Vendor at least sixty (60) days prior to the intended date of termination. The College will be responsible for all reasonable, allowable, and allocable costs associated with the Agreement up to the date of termination and any reasonable, allowable, and allocable costs associated with termination of the agreement. The College will not seek reimbursement for unused portions of prepaid terms, subscriptions, and or services. The Offeror/Vendor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

Termination With Cause

The College, at its own discretion, by written notice of default to the Offeror/Vendor, may terminate the whole or any part of the Agreement for any one of the following circumstances:

- A. If the Offeror/Vendor fails to perform within the agreed timeframe or any approved extension thereof; or
- B. If the Offeror/Vendor fails to satisfactorily perform any of the provisions of the Agreement or fails to make progress to endanger performance of the Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of 15 days after receipt of notice from the Procurement Manager specifying such failure.

In the event the College terminates the Agreement in whole or in part, the College may procure substitute performance upon terms and in whatever manner it deems appropriate; and the Offeror/Vendor shall be liable to the College for any excess costs for substitute performance; provided that the Offeror/Vendor shall continue the performance of the Agreement to the extent not terminated under the provisions of this clause.

If the Agreement is terminated for default, the College may require the Offeror/Vendor to transfer title and deliver to the College, in the manner, at the times, and to the extent, if any, directed by the Procurement Manager, (i) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the notice of termination, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the Agreement had been completed, would have been required to be furnished to the College; and the Offeror/Vendor shall, upon direction of the Senior Manager of Procurement, protect and preserve property in the possession of the Offeror/Vendor in which the College has an interest. Payment for completed supplies delivered to and accepted by the College shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the College and for the protection and preservation of property shall be in an amount agreed upon by the Offeror/Vendor and Procurement Manager. The College may withhold from amounts otherwise due the Offeror/Vendor hereunder such sum as the Senior Manager of Procurement determines to be necessary to protect the College against loss because of outstanding liens or claims of former lien holders.