Montgomery County Community College

RFP#: **07-12012014-RFP01**
Transfer Credit Evaluation Tool

There will be no pre-bid meeting

Queries Due
Date: November 19, 2014
Time: 2:00 PM

Addenda to be Posted No later than
Date: November 24, 2014

Proposals Due
Date: December 1, 2014
Time: 2:00 PM

**Proposal Administrator:** Marie Ryan
Purchasing Department, College Hall Room 121

Montgomery County Community College
340 DeKalb Pike
Blue Bell, PA 19422
Phone: (215) 641-6688
Email: mryan2@mc3.edu
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Appendix A- Sample Agreement
II. REQUIREMENTS FOR PROPOSAL

A. Affirmative Action Program:
   1. The Vendor shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements. Accordingly, the Vendor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, or sex in any manner prohibited by law.

B. Indemnity and Hold Harmless:
   1. The Vendor agrees to indemnify, hold harmless and defend the College and its officers and employees from any claim, damage, liability, injury, expense or loss, including defense costs and attorney’s fees, arising out of Vendor’s performance or non-performance under the Agreement or as a consequence of the existence of the Agreement. The College shall notify the Vendor promptly in writing of any third party claim or action brought against the College in connection with Agreement. Upon such notification, the Vendor shall promptly take over and defend any such third party claim or action. The College shall have the right and option to be represented in such third party claims or action at its own expense.

C. Insurance:
   1. These coverage and limits are to be considered minimum requirements under the Agreement and shall in no way limit the liability obligations of the Vendor under the Agreement. The insurance policies must name Montgomery County Community College as additional insured.
   2. The Vendor shall maintain in force at all times during the term of the Agreement, with an insurance carrier acceptable to the College the following insurance:

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<table>
<thead>
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<tbody>
<tr>
<td>1. Worker’s Compensation</td>
<td>Statutory limits</td>
</tr>
<tr>
<td>2. Employers liability</td>
<td>$3,000,000 aggregate $1,000,000 each occurrence</td>
</tr>
<tr>
<td>3. Commercial General Liability, Bodily Injury and Property Damage</td>
<td>$3,000,000 aggregate $1,000,000 each occurrence</td>
</tr>
<tr>
<td>4. Professional Errors and Omission</td>
<td>$1,500,000 each occurrence</td>
</tr>
<tr>
<td>5. Automobile Liability</td>
<td>$1,000,000 combined single limit</td>
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</tbody>
</table>
D. Authority To Do Business In Pennsylvania:
   1. The Vendor must possess the necessary authority to do business in the Commonwealth of Pennsylvania. (Penna. Business Corporation Law, approved May 5, 1933, P.L. 364 as amended.) Proposals will not be accepted from Vendors not so authorized. The Vendor shall maintain in good standing throughout the term of the Agreement all the necessary licenses and certifications as required by the Commonwealth of Pennsylvania and regulations for insurance agents and/or brokers, and shall provide copies of same to the College.

E. Pennsylvania Human Relations Act:
   1. The Vendor must be in compliance with the provisions of the Pennsylvania Human Relations Act No. 222, October 27, 1955, as amended by Act No. 19, February 28, 1961, and in accordance with the provision of the Governor’s Code of Fair Practice, effective June 6, 1963, and the regulations of the Pennsylvania Human Relations Commission as approved by the Attorney General July 7, 1965 in providing equal opportunities in connection with all the work performed by the Vendor.

III. INSTRUCTIONS FOR PROPOSAL

A. Proposal Format:
   1. Proposals shall be submitted on Vendor letterhead. Proposals shall acknowledge the Requirements for Proposals, Instructions for Proposal, Terms and Conditions, Scope of Work and all other sections of this RFP and state that all these documents are part of their Proposal. No Proposal shall be considered if received after the date and time specified in this RFP. A Proposal, which is incomplete, obscure, conditional, contains additions not called for, or has irregularities of any kind, including alterations or erasures, may be rejected as non-responsive.

B. Proposal Date:
   1. Vendors are to submit an original and three (4) copies of their Proposal in an envelope, with the following address information affixed to the front, and mailed to:

   ATTN.: Marie Ryan
   RFP# 07-120114RFP-01
   ROOM CH-121
   MONTGOMERY COUNTY COMMUNITY COLLEGE
   340 DeKalb Pike
   Blue Bell, PA 19422

   2. An electronic version is desirable and should be e-mailed to mryan2@mc3.edu.
   3. Proposals will be accepted until December 1, 2014 at 2:00 PM.

C. Proposal Record Keeping:
1. Proposals will become a part of the College’s official files without any obligations on the College’s part.

D. Tax Exemption:
   1. The College is exempt from all taxes imposed by the Internal Revenue Service under Section 115 of the Internal Revenue Code.

E. Pennsylvania Sales Tax:
   1. The College is exempt from provisions of fair trade laws and the Pennsylvania sales tax. The sales and use tax regulations provide that exemption certificates are not required for sales made to instrumentality’s of the Commonwealth. Exemption certificates will not be issued.

F. Affirmative Action:
   1. The College is an Affirmative Action/Equal Opportunity Employer and encourages minority and women-owned organizations to submit Proposals.

G. Queries/Addenda:
   1. Questions about this RFP should be directed to: Marie Ryan, Manager of Procurement, mryan2@mc3.edu. Clarifications to the documents contained in this RFP must be requested in writing by the Vendor no later than November 19, 2014. All such clarifications will be in the form of written Addenda to the RFP posted to the website no later than November 24, 2014. All Addenda shall become part of this RFP and the Agreement. Vendor shall acknowledge receipt of all Addenda in its Proposal and all costs shall be reflected in the Proposal.
   2. In case the Vendor fails to acknowledge receipt of any such Addenda, its Proposal will nevertheless be construed as though the Addenda had been received and acknowledged, and the submission of its Proposal will constitute acknowledgement of the receipt for same.

H. Content of Proposal:
   1. The Vendor by submitting its Proposal represents that it has read and understands the RFP and its contents; and that it has familiarized itself with all federal, state and local conditions under which the services are to be performed; and that its Proposal is based upon the labor, materials and other resources required to perform the services.

I. Authorized Individual:
   1. Indicate the name of the account manager and the individual authorized to execute the Proposal and the Agreement. An authorized officer of the Vendor is required to sign the Affidavit of Verification of Proposal (insert provided). The Affidavit of Verification of Proposal is to be attached to the Vendor’s Proposal.

J. Cancellation:
1. The College reserves the right to cancel this RFP at any time.

K. Waiver of Technicalities:
1. The College reserves the right to accept or reject Proposals in whole or in part, waive technicalities and to make an award deemed in the best interests of the College.

L. Acceptance of Proposals:
1. It is understood and agreed that the College reserves the right to reject any and all Proposals, or any part of a Proposal, if it deems it to be in the best interest of the College.
2. The College reserves the right to waive any informality in any Proposal when such waiver is in the best interest of the College.

M. Definitions:
1. Addenda – A written instrument issued by the College which modifies or interprets the RFP or any other proposal documents by additions, deletions, clarifications or corrections, and distributed to prospective Vendors prior to the date and time set for the receipt of the Proposals.
2. Affidavit of Verification of Proposal – Document evidencing that an “authorized” individual of Vendor has the right to legally bind Vendor and submit the Proposal. Must be notarized.
3. Proposal – A complete and properly signed proposal to provide the services for the fee stipulated therein, submitted in accordance with the RFP.
4. Proposal Administrator – The individual designated by the College and identified in this RFP or in an Addendum authorized to solicit and receive or reject Proposals for this contract, to conduct the Vendor’s conference and site inspection, to receive and answer any questions regarding the RFP documents, and to issue any Addenda to the RFP.
5. Instructions for Proposal – The section of this RFP which describes the method of preparation and Proposal submission and award of contract together with other information of value to prospective Vendors.
7. Vendor – Any individual, partnership, corporation, or other entity submitting a Proposal in accordance with the Instructions for Proposal.
8. RFP – The RFP includes the Requirements for Proposal, Instructions for Proposal, Terms and Conditions, Scope of Work and all other sections listed on the table of contents, together with all sample forms, appendices, and all Addenda issued prior to the time set for receipt of Proposals.

IV. TERMS AND CONDITIONS

A. Use of Community College’s Name:
1. At no time shall the Vendor use the name of Montgomery County Community College in making contracts with suppliers.
2. Vendor shall make all contracts in its own name, and Vendor alone shall be responsible for their purchases and contracts.

3. The College at no time and for no reason shall be responsible for any goods purchased by the Vendor, or for any other obligations or liabilities assumed or created by the Vendor.

4. It is to be understood specifically that the Vendor shall not set or hold itself out to be an agent for the College for anything other than specified insurance brokerage services, and nothing herein shall be construed as creating the relationship of partners, a joint venture, or agency.

B. Agreement:
   1. The College will notify the successful Vendor of the College’s intent to accept Vendor’s Proposal and to make a formal award of contract to Vendor. The College will include with the notice the Agreement to be signed by the successful Vendor. Within ten (10) days of receipt of the notice, the successful Vendor shall furnish (1) Certificates of Insurance as required pursuant to subsection f. below, and (2) the signed Agreement (in the form attached as Appendix D).

C. Payment:
   1. Payment for services rendered by Vendor and received by the College is expected to be made within 60 days after service is received and accepted by the College.

D. Termination:
   1. Notwithstanding the term of the Agreement, the College on written notice to Vendor, may terminate the Agreement at any time with or without cause. Notice of termination shall be sent by certified mail, with return receipt requested, with not less than thirty (30) days prior notice. The College shall be obligated to pay Vendor only for services rendered prior to the effective date of termination.

E. Insurance Termination:
   1. The companies providing the insurance shall provide written notification to the College thirty days prior to the termination of any coverage.

F. Certificates of Insurance:
   1. Upon award and prior to the start of service, a Certificate of Insurance shall be furnished to the College in evidence of the required coverage.
   2. Forward Certificates of Insurance to:

      MONTGOMERY COUNTY COMMUNITY COLLEGE
      Office of the Controller
      340 DeKalb Pike, College Hall 121
      Blue Bell, PA 19422
V. SCOPE OF WORK

A. Montgomery County Community College requires vendors to include but not limited to the following responses:
   1. Executive summary of proposal
   2. Schematic illustrating the proposed architecture of the evaluation solution
   3. Summary list of proposed equipment and systems required to support implementation of the evaluation solution
   4. Summary of proposed system functionality
   5. Summary of implementation plan
   6. Scope of recommended services required as well as those to be provided by the company to facilitate interoperability of existing services
   7. Cost of services

An original and four copies of your Proposal must be submitted no later than 2:00 P.M., Monday, December 1, 2014:

Marie Ryan,
Manager of Procurement
RFP # 07-120114RFP-01
Montgomery County Community College
340 DeKalb Pike, College Hall 121
Blue Bell, PA 19422

Following the receipt of Proposals, a committee will thoroughly evaluate your Proposal and your firm may be invited to an oral interview.

The planned schedule of important dates for the RFP process:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Queries received no later than</td>
<td>November 19, 2014</td>
</tr>
<tr>
<td>2. Responses to vendor queries no later than</td>
<td>November 24, 2014</td>
</tr>
<tr>
<td>3. Proposals received from firms.</td>
<td>December 1, 2014</td>
</tr>
<tr>
<td>4. Interviews with selected firms.</td>
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<tr>
<td>5. Selection of vendor and recommendation to President and Board Committee(s).</td>
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<tr>
<td>6. Approval by Board of Trustees</td>
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Inquiries regarding this request should be directed to the contact person listed in section III.G.1.
VI. CRITERIA FOR EVALUATION

A. Ability to meet specified qualifications
B. Quality of responses to requested services
C. Cost of services
D. Credentials of firm and proposed account team members
E. Evidence of continued commitment to account
F. References

Vendors chosen for the interview will have one hour for their presentation to the College including follow-up questions.

Decisions of the Committee will be final upon authorization of the Board of Trustees if the project is moved forward.

VII. QUALIFICATION REQUIREMENT

This section contains questions which will assist the College in determining your firm’s capabilities and interest in the insurance brokerage needs of Montgomery County Community College.

The quality of the written presentation is important. Please organize your replies to the following and be clear and concise.

A. What is your company’s vision statement?
B. Provide details of your company’s financial status and stability.
C. Provide the organization structure of the team you propose to advise our organization. Include names, contact information, bios, and responsibilities of the proposed service team.
D. What size clients does your practice generally support?
E. Please provide references that include: name, address, phone number, and length of time associated with your organization.

VIII. PROPOSAL CONTENT

A. Licensure:
   Must be licensed by the state the business is located or be licensed by the state of Pennsylvania, if services requested require such licensures.
B. System Requirements:

1. All transfer credit evaluation should occur in a single, centralized system and course equivalencies saved in a database for efficient, consistent transfer analysis.

2. The system must be capable of integrating with Ellucian Colleague 18 (SQL database).
   a. System must be capable of pre-populating course descriptions or existing equivalency.
   b. Course equivalency must be automatically written to the student record within the Colleague record upon successful transcript evaluation.
   c. System must be capable of importing existing course equivalencies.

3. System must be able to integrate with Perceptive Software’s ImageNow document imaging system by either using the existing scanning and input devices and/or using the ImageNow system to store the image.

4. System must be able to convert quarter credit hours to semester hours and combine multiple courses for equivalency.

5. System must be able to escalate questionable or disputed evaluations for further manual review.

6. System must be able to evaluate the age of credits transferred.

7. System must utilize granular access-control that will enable the processing of new transcripts without the ability for the user to access previously processed records.

C. Security/Safeguards:

1. Describe system security capabilities, including how the system would permit student employees to scan new transcripts while denying them the ability to review previously scanned transcripts or evaluations.
2. Describe the system compliance with State and Federal regulations including FERPA
3. Describe data retention and schedule options
4. Describe system safeguards such as backups, redundancy, etc.

D. Process

1. Describe from both the prospective/current students’ perspective and the College’ perspective, how the transfer evaluation process works using
your tools and/or services; i.e. what the student does, what we do, what you do, the types of timeframes involved, etc.
2. Describe the process necessary to prepare your system to intake transcripts from a school for the first time. Please list the anticipated / average time necessary to manage receipt of transcripts from a school for the first time.
3. Describe the time required to process a newly received transcript from start to finish.
4. Furnish any case studies that help us understand your business module for transfer credit evaluation including other solutions your company currently provides to streamline transfer-related business processes in addition to credit evaluation.
5. Describe how the system may or may not utilize document management within its business process.
6. Describe how the system would interface with document management systems currently used by Montgomery County Community College.

E. Training
Vendors must describe in detail what training is deemed to be required for college staff. Describe training methodologies offered, including options for on-site training, web-based training, participation at regional training seminars, sustainability of training, compliance training, etc.

Vendors will describe in detail what resources the Montgomery County Community College Information Technology staff will need to support and maintain this system i.e.; training, software and hardware, etc.

F. Support, Warranty and Maintenance
Describe the options and levels of support, warranty coverage, and types of maintenance agreements that are available for the proposed system.

G. Package Pricing
Describe in detail your company’s pricing model and all options associated with that model. Please submit pricing inclusive of all the requirements to support a modular package of equipment and services for implementation as well as any alternative non-modular packages. Pricing information should include all cost of all hardware and various license options. Offer fees that are reasonable and consistent with fees charged to other comparable institutions. Include pricing for all ancillary solution and service offerings your company may provide that would further enhance Montgomery County Community College’s transfer credit evaluation business processes.
IX. WITHDRAWAL OF PROPOSALS:

H. No Proposal can be withdrawn after it is submitted unless the Vendor makes the request in writing to the Proposal Administrator, and such request is received before the day and time set for receipt of Proposals.
I. No Proposal can be withdrawn for a period of 120 days after the date and time set for receipt of Proposals.

X. GENERAL COLLEGE INFORMATION

Key Facts

A. College Information:
This Request for Proposal (RFP) is intended to provide information for the creation of an incoming transfer credit evaluation tool for Montgomery County Community College and its campuses. Montgomery County Community College is requesting information from vendors who are interested in developing a partnership with a multi-campus college. Montgomery County Community College desires a solution that is scalable and can easily accommodate future transfer evaluation needs. We are also interested to know about other transfer evaluation solutions or services the company may be able to provide to the College to improve processes related to incoming or outgoing transcripts to students.

The following information is provided as an overview of the College’s current systems. The proposed solution shall be able to interface and work in harmony with existing College infrastructure. The overview is provided as an information item only. It will ultimately be the respondent’s responsibility to verify equipment and systems required for integration.

Montgomery County Community College transfer credit evaluation process may occur within different departments or campuses. The current student record infrastructure is Datatel Colleague V. 18. The College utilizes Perceptive Image Now imaging system. The College maintains an upgrade schedule to Datatel Colleague and Image Now. Montgomery County Community College consists of two College campuses with an overall enrollment of approximately 21,968 students.

The College receives approximately 7743 transcripts annually with total credits evaluated for transfer at 63,746.

B. President and Governance

President, Dr. Karen Stout, 15-member board of trustees, appointed by the County Commissioners

C. Accreditation
Middle States Association of Colleges and Schools  
Department of Education, Commonwealth of Pennsylvania

D. Locations – Campus and Off-site

- Main Campus, 340 DeKalb Pike, Blue Bell  
- West Campus, 101 College Drive, Pottstown  
- West Campus, 16 High Street, Pottstown  
- West Campus, 140 College Drive, Pottstown  
- Montgomery County Public safety Training Campus, Conshohocken  
- Pottstown High School, Pottstown  
- Central Montco Technical High School, Plymouth Meeting  
- Willow Grove Naval Air Station, Horsham  
- Western Montgomery Career and Technology Center, Limerick  
- Upper Perkiomen Valley Chamber of Commerce, East Greenville  
- Associated Builders and Contractors, Harleysville

XI. LIMITATION

The College reserves the right to reject any and all Proposals, as well as the right to cancel this procurement at any time. Vendors will not be reimbursed for any costs associated with the preparation or submittal of responses to this RFP.

The College is under no obligation to award this project to the Vendor that presents the lowest cost.

XII. AFFIDAVIT OF VERIFICATION OF PROPOSAL PLEASE INCLUDE IN YOUR PROPOSAL

Vendors by making their proposal represent that: They have read and understand the Proposal documents and their proposal is made in accordance therewith. Their proposal is based upon all of the requirements of this REQUEST FOR PROPOSAL RFP# 07-120114RFP-01. Vendor’s proposal is effective for 120 days after the due date.

Attach complete Proposal and supporting documents according to requirements in the Proposal including but not limited to the items listed herein.

- Affidavit of Verification of Proposal  
- Candidate’s Qualification Statement  
- Client References (minimum of three)
AFFIDAVIT OF VERIFICATION OF PROPOSAL

By submitting our Proposal, we the undersigned Vendor, represent that we have read and understand the RFP and that our Proposal is made in accordance therewith. Our Proposal is based upon all of the requirements of the RFP# 07-120114RFP-01. Our Proposal is effective for 120 days after the due date.

Vendor Name: __________________________________________
Vendor Address: __________________________________________
State of: __________________________________________
Country: __________________________________________
Type of Entity (corporation, partnership, etc.): __________________________________________
State of Entity formation: __________________________________________

Name of Individual: __________________________________________
Title: __________________________________________
Being duly sworn, says: I am an authorized representative of (Vendor Name) ____________________________ and that I am authorized to submit this Proposal on behalf of Vendor, and its owners, and officers and that I have the authority to legally bind the Vendor.

I reside at: __________________________________________
In the city of: __________________________________________

Signature of person verifying Proposal: ____________________________
Date: ____________________________

Witness, Notary Signature: ____________________________
Seal: ____________________________
APPENDIX A

SAMPLE AGREEMENT

THIS AGREEMENT made and entered into this _________________ day of _________________, 20____, by and between MONTGOMERY COUNTY COMMUNITY COLLEGE ("COLLEGE") and ______________________________________ ("Vendor")

W I T N E S S E T H

COLLEGE issued RFP# 07-120114RFP-01 for Transfer Credit Evaluation Tool, which RFP includes the Requirements for Proposal, Instructions for Proposal, Terms and Conditions, Scope of Work and all other sections listed on the table of contents of the RFP, together with all sample forms and appendices included in the RFP, and all Addenda issued prior to the time set for receipt of Proposals (the “RFP”).

COLLEGE has received a Affidavit of Verification of Proposal and Proposal dated ______________, 20___ from Vendor in response to the RFP (collectively, the “Proposal”).

The RFP and Proposal are collectively referred to as the “Proposal Documents.” The RFP, Proposal and this Agreement are collectively referred to as the “Contract.”

College desires to hire Vendor to provide the services set forth in the Proposal Documents, and Vendor desires to perform the services, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. COLLEGE hereby engages Vendor and Vendor agrees to provide services described herein. Vendor hereby agrees to perform all services, duties, obligations and responsibilities of the Vendor as described in the Proposal Documents for the fee(s) set forth in Vendor’s Proposal, and to otherwise comply with all of the terms and conditions of the Proposal Documents.

2. The terms of COLLEGE's RFP and of Vendor's Proposal are incorporated herein by reference and both Vendor and COLLEGE agree to be bound in all respects by the terms and conditions of both, which are attached hereto and made a part hereof as Exhibits "A" and "B" respectively, subject in all respects to the specific provisions hereof. All terms and conditions of the Proposal Documents shall remain in effect, as applicable, so long as this Agreement is in effect and they are in addition to what is contained herein. In the event the terms of this Agreement, the RFP, and/or the Proposal are in conflict, then in all cases, the terms of the Request for Proposal shall control first, the terms of the Agreement shall control second, and the terms of the Proposal shall control third.
3. Vendor specifically acknowledges:

a. COLLEGE's right to terminate this Agreement and Vendor's operations hereunder for any reason which COLLEGE deems appropriate; and in the event of any such termination, Vendor shall have no claim against COLLEGE for damages, compensation, or anything else, for any reason whatsoever, other than payment of amounts due as specifically provided in the Contract up to the effective day of termination, but not thereafter. In the event of any such termination, Vendor shall be given written notice and the effective date of termination shall be not less than thirty days from the date of such notice.

b. Subject to the other applicable provisions hereof, the Commencement date shall be__________________.

c. Vendor has no guarantee of usage at any time or in any manner or form.

d. There will be no special privileges granted to anyone by Vendor without the express prior written approval of COLLEGE's President.

4. a. Vendor shall, at all times hereafter, on a confidential basis, keep such books, records, and reports as are reasonably required by COLLEGE and shall, from time to time as requested by COLLEGE, make available to COLLEGE, in such manner and form as COLLEGE shall reasonably request, all Vendor's books, records, reports, and information pertaining to its operation.

b. Upon termination of this Agreement for any reason, Vendor shall immediately turn over to COLLEGE all books, records, reports, and information pertaining to Vendor's operation under this Agreement - they are and shall remain the property of COLLEGE; provided, however, that such records shall be made available to Vendor for purposes of audit, alleged tax liability pertaining to these operations, and other similar legitimate business needs.

5. This Agreement shall be considered confidential between the parties hereto, their respective successors and assigns. Furthermore, none of the terms hereof shall be disclosed by Vendor to any other entity for any reason whatsoever, without the express prior written approval of COLLEGE.

6. Nothing herein contained is intended or shall be construed, in any manner whatsoever, to authorize either of the parties hereto to make any commitments, undertake any assurances, or incur any obligations on behalf of the other party hereto; and, except as is expressly set forth herein, the parties hereto agree that they will not, directly or indirectly, in any manner whatsoever, represent that they have been authorized by the
other party hereto to incur any obligations, undertake any assurances, or
make any commitments whatsoever which shall be binding upon the other
party hereto. It is expressly understood and agreed that the parties hereto
are to be considered as separate and independent contracting parties and
not as the agents or principals of the other, except as is otherwise
specifically stated herein.

7. This Agreement, together with the Proposal Documents, constitutes the
entire understanding between the parties hereto and their respective
successors and assigns with respect to the subject matter hereof. Any
modifications hereof must be in writing and signed by the parties hereto.
This Agreement shall be binding upon, and shall inure to the benefit of, and
shall be enforceable by, the parties hereto and their respective successors
and assigns.

8. This Agreement may not be assigned by either party without the express
prior written approval of the other. The construction of the Agreement
shall, in all respects, be governed by the laws of Pennsylvania and this
Agreement shall be enforced in the Court of Common Pleas of Montgomery
County or the U.S. District Court for the Eastern District of Pennsylvania
and no other.

9. Whenever any notice is required to be given in accordance with the terms
of the Agreement, said notice shall be construed to mean written notice,
forwarded by Registered or Certified Mail, addressed to each of the parties
hereto at their respective principal places of business. The effective date
of any such notice shall be the date of mailing thereof, and such notice
shall be evidenced by a Registered or Certified Receipt of the United State
Postal Authorities.

10. COLLEGE's failure to or delay in exercising any right, or part thereof, under
this Agreement, shall not operate as a waiver thereof or in any way affect
COLLEGE rights thereafter.

11. Under no circumstances shall COLLEGE be liable for any consequential,
special, or punitive damages, including, without limitation, lost profits.

[signatures on following page]