

**RETURN BID TO:  
THE UNIVERSITY OF MARYLAND BALTIMORE COUNTY  
DEPARTMENT OF PROCUREMENT  
1000 HILLTOP CIRCLE, ROOM 732, ADMIN. BLDG.  
BALTIMORE, MD 21250**

**REQUEST TO BID No. BC-21058-R  
Mallela Ralliford: 410-455-2071**

**UMBC POOL MAINTENANCE CONTRACT**

**THIS IS NOT AN ORDER**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact's Email Address: \_\_\_\_\_

If address shown here is not address to which an order should be directed indicate such address.

In event of this bid being accepted, a purchase order will be issued. This solicitation is subject to all terms and conditions contained herein (see attached pages 2 & 3)

Vendor Bid No. \_\_\_\_\_  
(If any)

		<b>ALL BIDS ARE DUE NO LATER THAN 2:00 P.M. ON</b>		
<b>04/17/17</b>		<b>MONDAY, MAY 8, 2017</b>		
Item No.	PLEASE ENTER HEREON YOUR BID ON THE FOLLOWING DESCRIBED ARTICLES OR SERVICES	QUANTITY	UNIT PRICE	TOTAL
	<p>The University of Maryland Baltimore County (UMBC) is seeking a contractor to provide Full Maintenance &amp; Repair on both the indoor and outdoor pools on campus. See Exhibit 1 for details.</p> <p>Contract Term: June 1, 2017 to May 31, 2018 There are four (4) one-year renewal options available at the sole option of the University.</p> <p>There is a pre-bid meeting and site visit scheduled for <b><u>Tuesday, April 25, 2017 at 10:00 a.m.</u></b> at the RAC.</p> <p><b>Questions are due by 4:00 p.m. on Thursday, April 27, 2017</b> and are to be directed in writing to: Mallela Ralliford at: <a href="mailto:MRalliford@umbc.edu">MRalliford@umbc.edu</a>.</p> <p>Complete this <b>Bid Cover Page</b> and email it to: UMBC Box at: <a href="mailto:BidsRec.udq1g6t4zs05edaz@u.box.com">BidsRec.udq1g6t4zs05edaz@u.box.com</a> <b>MONDAY, MAY 8, 2017 BY 2:00 p.m.</b> <b>(Late Bids cannot be accepted.)</b></p> <p>UMBC's attached <b>Purchase Order Terms and Conditions</b> and <b>Mandatory Bid Terms &amp; Conditions</b> apply to this Bid.</p>			
		<b>ANNUAL MAINTENANCE COSTS</b> (includes labor, materials and equipment)		
				Cost for annual Indoor Pool \$ _____
				Cost for annual Outdoor Pool \$ _____
				<b>LUMP SUM TOTAL \$ _____</b>
				Hourly labor rates for additional/emergency services as needed:
				Regular Labor Rate: \$ _____/per hour
				Overtime/Emergency Labor Rate \$ _____/per hour
				Scuba Diver Rate \$ _____/per hour
				(includes all equipment/materials/labor)
				<b>TOTAL \$</b>

**THIS SPACE TO BE FILLED IN BY BIDDER**

Shipment will be made in   N/A   days from receipt of order

\_\_\_\_\_  
(SIGNED) (DATE)

F.O.B.   DESTINATION  

\_\_\_\_\_  
(PRINT OR TYPE NAME)

Material is F.O.B. Receiving Platform, University of Maryland, 1000 Hilltop Circle, Baltimore, MD 21250, unless otherwise stated.

\_\_\_\_\_  
(TITLE)

**TERMS:** NET 30 UNLESS OTHERWISE STATED.

\_\_\_\_\_  
(VENDOR'S FEDERAL IDENTIFICATION NO.)

All bids submitted must be reviewed and signed by an authorized officer or agent of the firm submitting the bid and are to be returned on these forms.

\_\_\_\_\_  
(PHONE NO.)



AN HONORS UNIVERSITY IN MARYLAND

**EXHIBIT 1**

**UMBC POOL MAINTENANCE CONTRACT**

**SCOPE OF WORK**

The University of Maryland Baltimore County (UMBC) is seeking a contractor to provide full-maintenance and repairs on both the indoor and outdoor pools on campus. The outdoor 50 meter pool is approximately 980,000 gallons and the indoor pool is approximately 330,000 gallons. The indoor pool is used the entire year and the outdoor pool is used between April and October of each year.

- A. The maintenance work will be performed during normal UMBC working hours, between 8:00 a.m. - 4:00 p.m., Monday through Friday.
- B. The contractor will supply all labor, materials and equipment needed to maintain and repair the pools as noted in the Maintenance Schedule below.
- C. The services to be provided under this contract are also listed under the Maintenance Schedule. Any additional services needed that are not covered by the contract, must be approved in advance by the University representative. A written estimate must be provided and costs must be based on time and materials. There is no material mark-up allowed. The hourly rate for work outside of the scope of this contract must be provided on the Bid Cover page.
- D. The contractor must obtain a parking permit from the UMBC Parking Services Department in order to park on campus in the service areas near the pools.
- E. The contractor should check in with the University representative during each visit. Access to the pool areas for maintenance can be obtained through the Physical Plant. Keys can be signed out during each visit, but must be returned prior to leaving campus.
- F. A service ticket shall be generated at each visit, detailing the services performed. The service ticket shall be left with the University representative or designee.

## MAINTENANCE SCHEDULE

- i. An estimated 12 hours total of maintenance is needed per month.
- ii. The services to be provided under this contract include those listed in the chart below, as well as:
  - Minor repairs are needed as chemicals affect the proper operation of the system. Minor repairs include fixing a leak to working on the motor and should be performed as needed;
  - Cleaning of the pool surface;
  - Testing the water and ensuring correct levels are maintained;
  - Draining the water as required to code.
- iii. The chemicals will be provided by UMBC and will not need to be purchased under this contract.
- iv. The scuba diving services shall include all equipment and materials needed to perform services as needed. These services are to be itemize on the service ticket and/or invoice.

<b>SERVICE</b>	<b>FREQUENCY</b>
Backwash filter systems	As needed, but at a minimum once (1) per week
Clean all strainers	As needed, but at minimum once (1) per week
Check water chemistry, adjust if needed, and document levels	As needed, but at minimum once (1) per week
Inspect chlorinator hoses, injectors and flow meters	As needed, but at minimum once (1) per week
Conduct flow analysis	As needed, but at minimum once (1) per week
Inspect all valves, air heads and gutters	As needed, but at minimum once (1) per week
Inspect heat exchangers and flow	As needed, but at minimum once (1) per week
Inspect filter media	Semi-annually
Conduct amp draw test on motors	Semi-annually

## **REQUIREMENTS**

- A. The bidder is to provide the annual lump sum cost for routine maintenance and repair on this contract, and the hourly rates for other services that may be needed (i.e. emergency service, special repairs, etc.), on the Bid Cover Page.
- B. The contract award will be made to the bidder with the lowest annual lump sum total for maintenance and repair.
- C. Invoices must be submitted monthly, and must reference the service ticket number, hours and types of work performed, dates of service and any additional services or materials used.
- D. The term of the contract will begin on June 1, 2017 and end on May 31, 2018. There are four (4) one-year renewal terms available under this contract at the sole discretion of the University (UMBC). Any requests for price increases for subsequent renewal terms must be submitted in writing at least 90 days prior to the end of the then current contract term. The request must be based on the Bureau of Labor Statistics, Producer Price Index (PPI), for the period ending January 31<sup>st</sup>. The index is used as a guideline and negotiating tool, however, a price increase is not guaranteed.
- E. The Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Contract, and any renewal thereof, adequate insurance as provided below, adequate insurance to specifically include liability assumed by the Contractor under this Contract.
  - i. Commercial General Liability Insurance including all extensions:
    - 1. \$2,000,000 each occurrence;
    - 2. \$2,000,000 personal injury;
    - 3. \$2,000,000 products/completed operations;
    - 4. \$2,000,000 general aggregated
  - ii. Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
  - iii. Contractor's bodily injury liability insurance, with limits of not less than \$500,000 for each person and \$2,000,000 for each accident.
  - iv. Property damage liability insurance with a limit of not less than \$2,000,000 for each accident.
  - v. If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident.

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**UNIVERSITY OF MARYLAND, BALTIMORE COUNTY**  
**PURCHASE ORDER TERMS & CONDITIONS**

1. A separate original invoice for this purchase for each shipment thereon shall be rendered immediately following shipment. All original invoices must be forwarded directly to the University of Maryland, Baltimore County, Accounts Payable Department, Administration Building, 1000 Hilltop Circle, Baltimore, MD 21250.
2. The vendor's/contractor's Federal Identification Number or Social Security Number must be included on each invoice. Questions concerning invoices should be referred to (410) 455-3638.
3. This purchase order number must be shown on all related invoices, delivery memoranda, bills of lading, packages, and/or correspondence. **FAILURE TO COMPLY WITH THESE TERMS WILL RESULT IN THE INVOICE BEING RETURNED TO YOU OR SHIPMENTS BEING REJECTED.**
4. **Tax Exemption.** The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption of certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply. **NOTE: THE UNIVERSITY OF MARYLAND IS EXEMPT FROM THE FOLLOWING TAXES: 1) State of Maryland Tax by Certificate No. 3002563; 2) District of Columbia Sales Tax by Exemption No. 806-08864-06; and 3) Manufacturer's Federal Excise Tax Registration No. 52-730123K.**
5. **Incorporation by Reference.** All terms and conditions of the solicitation, and any amendments thereto, are made a part of this contract.
6. **Specifications.** All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.
7. **Delivery and Acceptance.** Delivery shall be made in accordance with the solicitation specifications. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The university unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected material shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractor failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.
8. **Responsibility for Technology Export Control.** The Seller shall comply with all applicable U.S. export control laws and regulations in the performance of this Purchase Order and the distribution and use of resulting work products. Generally, U.S. export control laws and regulations apply to any shipment, transmission, transfer, or exposure to any foreign person, as defined in 22 CFR 120.16, of commodities (equipment, hardware, or material); technology (technical data, information, or assistance); and software (commercial or custom), regardless of where (inside or outside the United States) or whom it may occur. The Seller shall be responsible for obtaining the appropriate licenses or other approvals for exports of commodities, technology, and software, unless an exemption or exception applies. The Seller shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person or entity in the performance of this Purchase Order, including instances where the work is to be performed at the LLNL, where the foreign person or entity will have access to any information, technology, or software subject to export control. The Seller shall be responsible for all regulatory record-keeping requirements associated with the use of license exemptions and exceptions. The Seller shall ensure that the provisions of this clause apply to its subcontractors.
9. **Non-Hiring of Employees.** No employee of the State, or any department, commission, agency or branch thereof whose duties such employee include matters relating to or affecting the subject matter of this contract shall, while so employed, become or be an employee of the party or parties hereby contracting with the State or any unit thereof.
10. **Non-Discrimination in Employment.** The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
11. **Financial Disclosure.** The Contractor 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 and receives in the aggregate \$100,000 or more during calendar year shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.
12. **Political Contribution Disclosure.** The Contractor shall comply with the provisions of Election Law §§14-101 through 14-108, Annotated Code of Maryland, which require 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 under which the person receives in the aggregate \$100,000 or more, shall file with the State Administration Board of Election Laws, a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.
13. **Anti-Bribery.** The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.
14. **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 the State, a foreign corporation shall qualify with the Department of Assessments and Taxation.
15. **Contingent Fees.** The Contractor warrants that it has not employed or retained any person, partnership, corporation or other entity other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, 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 agreement.

## PURCHASE ORDER TERMS AND CONDITIONS (CONTINUED)

16. **EPA Compliance.** Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972 where applicable.
17. **Occupational Safety and Health Act (O.S.H.A.).** All materials, supplies, equipment or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.
18. **Termination for Convenience.** Upon written notice to the Contractor, the University may terminate this contract, in whole or in part, whenever the University shall determine that such termination is in the best interest of the University. The University shall pay all reasonable costs associated with the termination of the contract. However, the contractor may not be reimbursed for anticipatory profits. Termination hereunder, including the determination of rights and obligations of the parties, shall be governed by the provisions of the University System of Maryland Procurement Policies and Procedures.
19. **Termination for Default.** When the contract has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the University. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.
20. **Disputes.** This contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of the claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.
21. **Changes.** This contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the contract (including the contract price).
22. **Multi-Year Contracts Contingent Upon Appropriations.** If the General Assembly or other funding source fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
23. **Intellectual Property.** Contractor agrees to indemnify and save harmless the University, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this contract.
24. **Contractor's Invoices.** Contractor agrees to include on the face of all invoices billed to the University, the Purchase Order number and its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations.
25. **Pre-Existing Regulations.** The regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.
26. **Indemnification.** The University shall not assume any obligation to indemnify, hold harmless or pay attorneys' fee that may arise from or in any way be associated with the performance or operation of this contract.
27. **Conflicting Terms.** Any proposal for terms in addition to or different from those set forth in this purchase order or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this purchase order is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this purchase order may not be waived.
28. **Drug and Alcohol Free Workplace.** The contractor warrants that the contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the contractor shall remain in compliance throughout the term of this purchase order.
29. **Retention of Records.** The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the procurement officer or designee, at all reasonable times.
30. **Maryland Law Prevails.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law or choice of law principles. Any legal proceeding arising out of or relating to the Agreement shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.
31. **Software Contracts:** As specifically provided by Maryland Code Annotated, Commercial Law Article, Section 21-104, the parties agree that this Agreement shall not be governed by the Uniform Computer Information Transaction Act ("UCITA"), Title 21 of the Maryland Code Annotated, Commercial Law Article, as amended from time to time. This Agreement shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland. Vendor agrees that, as delivered to UMBC, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data, or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its conditions, or manually on command of Vendor.
32. **Certification Regarding Investments in Iran.** The Contractor certifies that, in accordance with State Finance & Procurement Article, §17-705: (i) it is not identified on the list created by the Board of Public Works at <http://bpw.maryland.gov/publications/2013-iai-list.pdf> as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702. If Contractor is unable to make the aforementioned certification regarding its investment activities in Iran, it shall immediately notify the University and provide the details of such activities.

## MANDATORY BID TERMS AND CONDITIONS

1. **Confidentiality/Proprietary.** Bidders/Offerors should give specific attention to the identification of those portions of their bids/proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the University under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. A statement in a header or footer on each page or contained in a preface or opening paragraph indicating that the entire bid or each page is deemed confidential is not adequate. Bidders/Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. By submitting a response to this solicitation, the Bidder consents to release of all bid documents with the exception of those specific provisions that are noted confidential, proprietary or a trade secret as defined and set forth in the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.
2. **Bid Bond Notice.** A bid bond is required for all construction contracts reasonably expected to exceed \$100,000. All other solicitations on all University contracts in excess of \$100,000 shall require, if so noted, the submission of bid security in an amount equal to at least 5 percent of the total amount of bid, at the time bid is submitted. If a contractor fails to accompany its bid with the required bid security, the bid shall be determined non-responsive.
3. **Minority Business Enterprise Participation.** Minority Business Enterprises are encouraged to respond to this solicitation. If so noted in the specifications that an MBE subcontract participation goal has been established by this procurement, by submitting a response to this solicitation, the bidder agrees that the established amount of the contract will be performed by minority business enterprises.
4. **Arrearages.** By submitting a response to the solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.
5. **Bid/Proposal Affidavit.** The attached Bid/Proposal Affidavit must be signed and returned with all bids. Bids returned without a signed affidavit shall be deemed non-responsive.
6. **Acknowledgments.** The Bidder must acknowledge in writing the receipt of all amendments, addenda, and changes issued concerning this solicitation.
7. **Reservations of Rights.** This solicitation implies no obligation on the part of the University. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services. The University reserves the right to award by item, groups or items, or total bid and to waive any technical or minor irregularities.
8. **Bid Validation and Rejection.** The unit price shall be considered as the price bid. Separate unit prices shall be submitted for each item: extensions shall be indicated where applicable and total bid price shown when requested. In the event of a discrepancy between unit price and total, unit price shall prevail. Bids may be modified or withdrawn by written notice prior to the time and date set for opening. The University reserves the right to accept or reject any and all bids in part. Unless otherwise provided in this solicitation, bid prices are irrevocable for a period of 90 days following bid opening.
9. **Small Business Set-Aside.** In accordance with COMAR 21.11.01.01B, the University shall give 5% bid preference or a predetermined percentage preference to reflect different industry characteristics for a small business set-aside.
10. **Terms.** Prompt payment discounts offered for payment within less than 30 calendar days will not be considered in evaluation offers for award. However, offered discounts of less than 30 days will be taken if payment is made within the discount period, even though not considered in the evaluation for award.
11. **Discounts.** Discount time will be computed from the date of your delivery to the carrier when F.O.B. is shipping point or from the date of delivery at destination when F.O.B. point is destination, or from date corrected invoice is received in the Accounts Payable Office when such invoice was necessary. Payment is deemed to be made for the purposes of earning the discount, as of the date appearing on the check.
12. **Sales and Use Tax License.** By submitting a response to this solicitation (if it involves the sale of personal property to the University), the Bidder/Offeror certifies that it possesses a valid sale and use tax license.
13. **Routing.** All material must be forwarded by the route taking the lowest transportation rate or in accordance with special shipping instructions; otherwise the difference in freight rate and extra cost of cartage will be changed to your account.
14. **Samples.** The University reserves the right to request and be furnished samples at no expense to the University, prior to or after the award, for the purpose of quality and specification evaluation. Samples shall be returned, upon request, at the Contractor's expense. The University does not guarantee that samples returned will be in the same condition as submitted.
15. **Submittal of Terms and Conditions.** The Purchase Order issued by the University shall constitute the contract between the parties. Terms and conditions submitted by a bidder after solicitation closing date shall not be accepted. Any proposed terms and conditions, including any for contracts which the bidder proposes to use, shall be submitted by the solicitation closing date as a part of the bid. Any proposal for terms in addition to or different from those set forth in this bid or any attempt by the Contractor to vary any of the items of this bid by contractor's acceptance shall not operate as a rejection of this bid, unless such variance is in the terms of the description, quantity, price or delivery schedule but shall be deemed a material alteration thereof, and this bid shall be deemed acceptable by the Contractor without the additional or different terms.
16. **Reciprocity.** A preference under this section shall be identical to the preference that the other state gives to its residents. When the State of Maryland uses competitive sealed bidding to award a procurement contract, the state may give a preference to the resident bidder who submits the lowest responsive bid if: 1) the resident bidder is a responsible bidder; 2) a responsible bidder whose principle office is in another state submits the lowest responsive bid.; 3) the other state gives a preference to its residents; and 4) a preference does not conflict with a federal law or grant affecting the procurement contract. A preference includes a percentage preference, an employee residency requirement or any other provision that favors a resident over a non-resident. A resident bidder is a bidder whose principle office is located in the state. In accordance with state law, state finance & procurement article 14.401. A non-resident bidder submitting a bid/proposal for a state project shall attach to the bid/proposal a copy of the current statute, resolution, policy, procedure, or executive order of the resident state of the non-resident bidder that pertains to that state's treatment of non-resident bidders.
17. **Cancellation Policy.** The University may cancel this solicitation, in whole or in part, for any reason.