

**RETURN BID TO:
THE UNIVERSITY OF MARYLAND BALTIMORE COUNTY
DEPARTMENT OF PROCUREMENT
1000 HILLTOP CIRCLE, RM 301, ADMIN. BLDG.
BALTIMORE, MD 21250**

**REQUEST TO BID No. BC-20906-R
Mallela Ralliford: 410-455-2071**

UMBC Music Equipment for the Performing Arts & Humanities Building (PAHB), Phase II

THIS IS NOT AN ORDER

Company Name: _____
Address: _____
Address: _____
City: _____ Zip: _____
Email: _____

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)

ALL BIDS ARE DUE NO LATER THAN 2:00 P.M.

DATE

THIS BID MUST BE RECEIVED NO LATER THAN 2:00 P.M. ON:

12/20/13

WEDNESDAY, JANUARY 22, 2014

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 requesting bids for Music Equipment.</p> <p>Specifications: See Exhibit-1 & Bid Price Sheet.</p> <p>Questions due by Tuesday, January 7, 2014 by 4:00 p.m. and are to be directed to Mallela Ralliford at: MRalliford@umbc.edu.</p> <p>Complete the attached Bid Price Sheet and fax it along with this Bid Cover Sheet to: Mallela Ralliford at 410-455-1009 by WEDNESDAY, JANUARY 22, 2014 BY 2:00 P.M. (Late Bids cannot be accepted.)</p> <p>UMBC's attached Purchase Order Terms & Conditions and Mandatory Bid Terms & Conditions apply to this Bid.</p>		<p>MBE %: _____</p>	
TOTAL			\$	

THIS SPACE TO BE FILLED IN BY BIDDER

Shipment will be made in _____ 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.)

EXHIBIT-1

SPECIFICATIONS

PAHB II – MUSIC EQUIPMENT

- Please complete the separately attached **EXCEL Bid Price Form** for the products you handle and return it along with the Bid Cover Sheet.
- No substitutes will be allowed.
- **ALL PRICING IS TO INCLUDE SHIPPING, HANDLING, DELIVERY, FREIGHT, ASSEMBLY (IF REQUIRED), INSTALLATION (IF REQUIRED), AND ALL OTHER ASSOCIATED COSTS.**

NOTE: Prices must be held until delivery in July/August 2014. Specific delivery dates will be included on the purchase order when issued.

******The University will closed for Winter Break on Tuesday, December 24, 2013, and will re-open on Thursday, January 2, 2014.******

UMBC Music Equipment BID #BC-20906-R

VENDOR NAME:		VENDOR CONTACT INFORMATION:						
PURCHASE CODE(S)	DESCRIPTION	MANUF/ SOURCE	MODEL NUMBER	FABRIC /COLOR	UNIT PRICE	QUANTITY	TOTAL PRICE	COMMENTS
144f-O-06.001	Chair Storage Dolly	Wenger	112A094	-		13		
145-O-06.002	Music Stand	Wenger	Roughneck	Black		75		
145-O-06.003	Music Stand Light	Wenger	Classic	Black		60		
145-O-06.004	Music Stand Light	Wenger	Hammerhead	Black		15		
145-O-06.005	Music Stand Light	Wenger	Orchestra	Black		3		
145c-O-06.006	Music Stand Storage Cart - Large Cart (holds about 22 stands)	Wenger	039C202	Powder coat		4		
151-O-06.007	Music Stand	Wenger	Roughneck	Black		80		
151-O-06.008	Chair Storage Dolly	Wenger	112A094	-		3		
151-O-06.009	Music Stand Storage Cart - Large Cart (holds about 22 stands)	Wenger	039C202	Powder coat		4		
173-O-06.010	Music Stand	Wenger	Roughneck	Black		24		
157-O-06.011	Music Stand	Wenger	Roughneck	Black		20		
157-O-06.012 157-O-06.013	Music Stand	Wenger	Roughneck	Black		4		

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PURCHASE CODE(S)	DESCRIPTION	MANUF/ SOURCE	MODEL NUMBER	FABRIC /COLOR	UNIT PRICE	QUANTITY	TOTAL PRICE	COMMENTS
153-O-06.014 154-O-06.015 158-O-06.016 159-O-06.017 160-O-06.018 161-O-06.019 162-O-06.020 163-O-06.021 164-O-06.022 165-O-06.023 169-O-06.024 170-O-06.025 249-O-06.026 250-O-06.027	Music Stand	Wenger	Roughneck	Black		14		
166-O-06.028 167-O-06.029 168-O-06.030	Music Stand	Wenger	Roughneck	Black		6		
171-O-06.031	Music Stand	Wenger	Roughneck	Black		2		
133-O-06.032 134-O-06.033	Music Stand	Wenger	Roughneck	Black		12		
140-O-06.034 172-O-06.035	Music Stand	Wenger	Roughneck	Black		18		
141-O-06.036	Music Stand	Wenger	Roughneck	Black		8		
241-O-06.037	Music Stand	Wenger	Roughneck	Black		2		

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PURCHASE CODE(S)	DESCRIPTION	MANUF/ SOURCE	MODEL NUMBER	FABRIC /COLOR	UNIT PRICE	QUANTITY	TOTAL PRICE	COMMENTS
254-O-06.038 255-O-06.039 256-O-06.040 257-O-06.041 258-O-06.042 259-O-06.043 260-O-06.044 261-O-06.045 262-O-06.046 263-O-06.047 264-O-06.048 265-O-06.049 266-O-06.050	Music Stand	Wenger	Roughneck	Black		13		
139-O-06.051 245-O-06.052	Music Stand	Wenger	Roughneck	Black		2		
144f-C-07.001	Choral Risers - Storage Cart - for 4' units (8)	Wenger	024F951	Black		2		
145-C-07.002	Chair - Cellist Chair - 18 1/2" seat height	Wenger	0940000	frame / black seat fabric		15		
145-C-07.003	Conductor's System Podium, Stand, Chair, Tech Bridge, Laptop and Ipad Mount.	Wenger	236B001,1110302,157D086,236A003,236A008,236A012	Black		1		
145-C-07.004	Chair - Symphony Chair - 18 1/2" seat height	Wenger	0970000	frame / black seat fabric		60		

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PURCHASE CODE(S)	DESCRIPTION	MANUF/ SOURCE	MODEL NUMBER	FABRIC /COLOR	UNIT PRICE	QUANTITY	TOTAL PRICE	COMMENTS
145-C-07.005	Choral Risers -Portable- Tourmaster 3 step (18" depth) , 4' (6 units fit 48-72) charcoal carpet, include back and side rails.	Wenger	024H642	Charcoal Carpet		6		
145-C-07.006	Choral Riser Back Rails	Wenger	024E763	Black		6		
145-C-07.007	Choral Riser Side Rail (comes as a set of 2)	Wenger	024F017	Black		1		
145b-C-07.008	Rolling Rack - 31" x 72" OnBoard Cargo Cart	Wenger	210A004 and 210A002	Black		2		
147e-C-07.009	Piano Bench - Concert Quality	First Music Imports	811-Concert Hydraulic	Black leather black legs		2		
147e-C-07.010	Piano Bench for Duets-ACE 60 -34" fully padded by Benchworld	First Music Imports	Premium Padded Synthetic Leather	black leatherette cushion		1		
143-C-07.011	Chair - Musician Chair - 18 1/2" seat height	Wenger	0920000	frame / black seat fabric		3		
143-C-07.012	Piano Bench - Typ.	First Music Imports	Hydraulic30-BM45H	Black leather with black legs		1		
337-C-07.013	Piano Bench - Typ.	First Music Imports	Hydraulic30-BM45H	Black leather with black legs		1		
337-C-07.014	Stage Deck w/Telescopeing Legs-Custom	Wenger	133H833.132	0		1		

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PURCHASE CODE(S)	DESCRIPTION	MANUF/ SOURCE	MODEL NUMBER	FABRIC /COLOR	UNIT PRICE	QUANTITY	TOTAL PRICE	COMMENTS
337-C-07.015	Lighting "meat rack" Cart	Barbizon Capitol	SSRC-Fixture Cart	0		2		
231-C-07.016	Piano Bench - Typ.	First Music Imports	Hydraulic30-BM45H	Black leather with black legs		1		
3CO6-C-07.017	Rolling Rack - Costume/Uniforms - Wenger - 6'	Wenger	028B002	Black		3		
340-C-07.018 341-C-07.019	Z Rack Rolling Rack - 5' long	Garment Racks etc	Z-EA6075	0		1		
340-C-07.020 341-C-07.021	Rolling Rack - Costume/Uniforms - Wenger - 4'	Wenger	028B001	Black		1		
339c-C-07.022	Lighting "meat rack" Cart	Barbizon Capitol	SSRC-Fixture Cart	0		1		
148-C-07.023	Rolling Rack - Costume/Uniforms - Wenger - 6'	Wenger	028B002	Black		2		
151-C-07.024	Conductor's System Podium, Stand, Chair, Tech Bridge, Laptop and Ipad Mount.	Wenger	236B001,1110302,157D086,236A003,236A008,236A012	Black		1		
151-C-07.025	Chair - Cellist Chair - 18 1/2" seat height	Wenger	0940000	frame / black seat fabric		20		
151-C-07.026	Chair - same as CH-7 with tablet Arm	Wenger	092000 & 0939014	frame / black seat fabric		25		

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151-C-07.027	Chair - Symphony Chair - 18 1/2" seat height	Wenger	0970000	frame / black seat fabric		50		
141-C-07.028 150-C-07.029	Vinyl Matted Ergo Handle Cart w/Pneumatic Casters	Global Industrial	Stock #- WQB178030	0		2		
173-C-07.030	Storage Cabinet - small instruments - with bins	Wenger	166E001	0		1		
173-C-07.031	Piano Bench - Typ.	First Music Imports	Hydraulic30-BM45H	Black leather with black legs		1		
244-C-07.032	Sheet Music Library Storage System - 7 shelf unit, One end panel	Wenger	173F700 (8), 173E011 (1)	Maple Door with Almond		8		
244-C-07.033	Music Sorting Rack (24"X48") no doors	Wenger	173 E 050	fusion maple		1		
157-C-07.034	Piano Bench - Typ.	First Music Imports	Hydraulic30-BM45H	Black leather with black legs		1		
157-C-07.035	Chair - Musician Chair - 18 1/2" seat height	Wenger	0920000	frame / black seat fabric		16		
157-C-07.036	GOBOS - Stack it Gobos - Assorted Styles and Sizes	Silent Source	FP30-8 each; CP30-8 each; FP15-4 each; CP15-4 each; PP30-2 each	298 Slate		26		
157-C-07.037	Iso Enclosures	Silent Source	Iso Pac B	0		1		

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PURCHASE CODE(S)	DESCRIPTION	MANUF/ SOURCE	MODEL NUMBER	FABRIC /COLOR	UNIT PRICE	QUANTITY	TOTAL PRICE	COMMENTS
157d-C-07.038	Storage Cabinet - small instruments with bins	Wenger	166E001		0	1		
154-C-07.040 158-C-07.041 159-C-07.042	Piano Bench (affordable) - On-Stage 19.5"H- seat 13.5D x 22.5L	Musician's Friends	SKU#H812740	wood, Black Vinyl cushion		14		
154-C-07.054 158-C-07.055 159-C-07.056	Chair - Musician Chair - 18 1/2" seat height	Wenger	0920000	frame / black seat fabric		14		
166-C-07.067 167-C-07.068 168-C-07.069	Chair - Musician Chair - 18 1/2" seat height	Wenger	0920000	frame / black seat fabric		6		
171-C-07.070	Piano Bench for Duets-ACE 60 -34" fully padded by Benchworld	First Music Imports	Premium Padded Synthetic Leather	black leatherette cushion		2		
133-C-07.071 134-C-07.072	Chair - Musician Chair - 18 1/2" seat height	Wenger	0920000	frame / black seat fabric		12		
133 -C-07.073 134-C-07.074	Piano Bench (affordable) - On-Stage 19.5"H- seat 13.5D x 22.5L	Musician's Friends	SKU#H812740	wood, Black Vinyl cushion		2		
140-C-07.075 172-C-07.076	Chair - Musician Chair - 18 1/2" seat height	Wenger	0920000	frame / black seat fabric		23		
140-C-07.077 172-C-07.078	Piano Bench - Typ.	First Music Imports	Hydraulic30-BM45H	Black leather with black legs		3		
141-C-07.079	Piano Bench - Typ.	First Music Imports	Hydraulic30-BM45H	Black leather with black legs		1		

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

1. A separate invoice in TRIPLICATE for this purchase for each shipment thereon shall be rendered immediately following shipment. All copies of 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. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **EPA Compliance.** Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972 where applicable.
16. **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.
17. **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.

PURCHASE ORDER TERMS & CONDITIONS (CONTINUED)

18. **Termination for Default.** When the contractor 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.
19. **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.
20. **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).
21. **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.
22. **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.
23. **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.
24. **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.
25. **Indemnification.** The University shall not assume any obligation to indemnify, hold harmless or pay attorneys' fee that may arise from or in anyway be associated with the performance or operation of this contract.
26. **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.
27. **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.
28. **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.
29. **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.

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 charged 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.