The University of Maryland Baltimore County (UMBC) is seeking a contract for mailing services for the Creative Services Department, per the Scope of Work and Specifications contained in the attached Exhibit 1. There are five (5) one-year renewal options available under this contract at the sole discretion of the University.

Questions are due by 4:00 p.m., on Monday, March 26, 2012 and are to be directed to Delores R. Pertee at: dpertee@umbc.edu

Complete this Bid Cover Page and the attached Bid Price Form and fax them to: Delores Pertee at 410-455-1009, by THURSDAY, APRIL 5, 2012 by 2:00 p.m. (Late Bids cannot be accepted.)

UMBC’s attached Purchase Order Terms & Conditions and Mandatory Bid Terms & Conditions apply to this Bid.

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

**DATE:** The UMBC Campus will be closed for Spring Break on Monday, March 19, 2012 and Tuesday, March 20, 2012

**THURSDAY, APRIL 5, 2012**

This bid must be received no later than 2:00 P.M. (noon) on:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>PLEASE ENTER HERE ON YOUR BID ON THE FOLLOWING DESCRIBED ARTICLES OR SERVICES</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
</table>

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**TOTAL $**

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

| Shipment will be made in ___________ days from receipt of order | (SIGNED) | (DATE) |
| Material is F.O.B. Receiving Platform, University of Maryland, 1000 Hilltop Circle, Baltimore, MD 21250, unless otherwise stated. | (PRINT OR TYPE NAME) | (TITLE) |
| TERMS: NET 30 UNLESS OTHERWISE STATED. | (VENDOR’S FEDERAL IDENTIFICATION NO.) | (PHONE 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.
The following are the scope of work and requirements for this contract.

I. **MANDATORY**
   
   In order to minimize shipping expense and travel time, the mailhouse must be located within a 50-mile radius of the UMBC Campus, as calculated by Google.com/maps/driving directions.

II. **SCOPE OF WORK**

   A. Pick up materials from the UMBC campus warehouse. In some instances, the project may be delivered directly from the printer to the mailhouse.

   B. Preparation of mailing addresses:
      1. Convert disk or email to mail house system
      2. Dedupe (find, purge and merge) multiple mailing lists
      3. Run list through postal software to standardize addresses, verify 5 digit zip and append zip+4 and carrier routes to maximize postage discounts
      4. Inkjet addresses onto envelopes
      5. Print labels
      6. Affix labels onto envelope or mailing piece provided

   C. Affix self-mailer with clear perforated tab(s)
      1. Machine tab
      2. Hand tab

   D. Reproduction Services:
      1. Prep for personalized letter
      2. Personalize and laser letters using mailing list

   E. Folding:
      1. Standard letter fan fold
      2. Standard letter gate fold
      3. Custom letter fan fold
      4. Custom letter gate fold
      5. Hand folding

   F. Collation of mailing pieces:
      1. Collate 2 pieces and insert
      2. Collate 3 pieces and insert
      3. Collate 4 pieces and insert
CREATIVE SERVICES – MAILHOUSE SERVICES  
BC# 20787-P  

EXHIBIT 1  
Page 2

G. Insert pieces or collated pieces into an envelope or poly bag:  
1. Hand insert into an envelope  
2. Machine insert into an envelope  
3. Machine insert into a custom envelope  
4. Machine insert into a poly bag

H. Seal and Meter:  
1. Hand seal and meter  
2. Machine seal and meter  
3. Apply postage stamp

I. Presort, band and tray:  
1. Presort, band and tray in zip order

J. Deliver to Post Office

K. Return excess materials to UMBC

L. Storage fee per skid per month

III. REQUIREMENTS

A. The University desires to have a single point of contact with the successful contractor for ease of communication.

B. The contract shall be for an initial term of one (1) year beginning approximately on April 16, 2012 and ending April 15, 2013. The University of Maryland Baltimore County (University) shall have the option to renew the contract for five (5) additional one-year terms for a potential six (6) year contract. The renewal options will be exercised at the sole discretion of the University.

For a Multi-Year Contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent renewal options, it will be the responsibility of the Contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase not received by that time, will not be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase shall not exceed the consumer price index for “All Urban Consumers” as published by the U.S. Department of Labor Statistics. For purposes of calculating the potential increase, the Consumer Price Index for the period ending on October 31st will be used. For example, if the contract term
ends on April 16, 2013, the price index for the period ending October 31, 2012 will be used. Statistics will be referenced as a *cap* for negotiating purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals, as this is at the sole discretion of the University.

C. A Contract and Purchase Order will be issued to the successful bidder.

D. For projects costing less than $5,000 each, the University’s credit card may be used. For those projects costing more than $5,000 each, a UMBC Purchase Order will be issued and the contractor is not to start work until the purchase order is received. When a purchase order is issued, the Contractor shall submit an invoice for payment to the UMBC Accounts Payable Department after each project has been completed and delivered.

E. Any alterations to the provisions of the contract between the University and the contractor must be covered by an official University change order or amendment.

F. The Contractor shall secure, pay the premiums for, and keep in force for the life 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.

1. Commercial General Liability Insurance including all extensions:
   - $2,000,000 each occurrence;
   - $2,000,000 personal injury;
   - $2,000,000 products/completed operations;
   - $2,000,000 general aggregated
   - $2,000,000 errors and omissions

2. Workmen’s Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.

3. Contractor’s bodily injury liability insurance, with limits of not less than $500,000 for each person and $2,000,000 for each accident.

4. Property damage liability insurance with a limit of not less than $2,000,000 for each accident.
5. 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.

6. All policies for liability protection, bodily injury or property damage must specifically name on its face, the “University of Maryland Baltimore County” as an additionally named insured with respect to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor’s liability for bodily injury or property damage under item F1 above, such insurance shall cover and not exclude Contractor’s liability for injury to the property of the University of Maryland Baltimore County and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University of Maryland Baltimore County.

7. Each insurance policy shall contain the following endorsements: “It is understood and agreed that the Insurance Company shall notify the Procurement Officer, in writing forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy.” A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen’s Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen’s Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of Contract award, the requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.

G. UMBC is a member of the University System of Maryland (“USM”) and as such, UMBC reserves the right to extend the terms, conditions, and prices of this contract to other institutions of the USM should any of those institutions express an interest in participating in any contract that results from this solicitation. Each of the piggyback institutions will issue their own purchasing documents. UMBC assumes no obligation on behalf of the piggyback institutions.
CREATIVE SERVICES – MAILHOUSE SERVICES

BC# 20787-P

EXHIBIT 1
Page 5

H. UMBC’s attached Purchase Order Terms and conditions and Mandatory Bid Terms and Conditions apply to this bid.

I. The deadline date for questions is Monday, March 26, 2012 by 4:00 p.m. Questions shall be sent to the attention of Delores Pertee via email at dpertee@umbc.edu or fax at 410-455-1009.

J. The due date and time for the completed Bid Cover Page and Bid Price Form is Thursday, April 5, 2012 by 2:00 P.M.

Bids must be faxed to the attention of Delores Pertee at 410-455-1009 (Email bids are not accepted).

Please note:

The UMBC campus is closed on Monday and Tuesday, March 19 and March 20, 2012 for Spring Break.
Company Name: _____________________________________________________________

Please provide pricing for the following services, per 1,000 items and return this Bid Price Form along with the Bid Cover Page by **Thursday, April 5, 2012 by 2:00 p.m.** via fax at 410-455-1009 to the attention of Delores Pertee.

<table>
<thead>
<tr>
<th>Description of Service</th>
<th>Price per 1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Pick up materials from the UMBC warehouse (on UMBC campus)</td>
<td></td>
</tr>
<tr>
<td>B1. Preparation of mailing addresses - Convert disk or email to mail house system</td>
<td></td>
</tr>
<tr>
<td>B2. Preparation of mailing addresses - Dedupe (find, purge and merge) multiple mailing lists</td>
<td></td>
</tr>
<tr>
<td>B3. Run list through postal software to standardize addresses, verify 5 digit zip and append zip+4 and carrier routes to maximize postage discounts</td>
<td></td>
</tr>
<tr>
<td>B4. Inkjet addresses onto envelopes</td>
<td></td>
</tr>
<tr>
<td>B5. Print labels</td>
<td></td>
</tr>
<tr>
<td>B6. Affix labels onto envelope or mailing piece provide</td>
<td></td>
</tr>
<tr>
<td>C1. Affix self-mailer with clear perforated tab(s) – Machine Tab</td>
<td></td>
</tr>
<tr>
<td>C2. Affix self-mailer with clear perforated tab(s) - Hand tab</td>
<td></td>
</tr>
<tr>
<td>D1. Reproduction services- Prep for personalized letter</td>
<td></td>
</tr>
<tr>
<td>D2. Reproduction services-Personalize and laser letters using mailing list</td>
<td></td>
</tr>
<tr>
<td>E1. Folding - Standard letter fan fold</td>
<td></td>
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<tr>
<td>E2. Folding - Standard letter gate fold</td>
<td></td>
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<tr>
<td>E3. Folding - Custom letter fan fold</td>
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<td></td>
</tr>
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<td></td>
</tr>
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<td></td>
</tr>
<tr>
<td>L. Storage fee per skid per month</td>
<td></td>
</tr>
</tbody>
</table>
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.
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 the 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.

Rev. 04/07/06
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 a 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 carries 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 it’s 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.