The University of Maryland Baltimore County (UMBC) is requesting bids for the 2013 March Ancient Study/Travel Program, per the attached specifications, and terms and conditions.

Bidders must complete and return the following as your Bid Response:
1. Complete and sign this Bid Cover Sheet
2. Complete and sign the UMBC Bid Price Sheet (attached)
3. Bidder’s Itinerary
4. Descriptive literature of all proposed hotels
5. Complete and sign the Bid/proposal Affidavit Form.

Questions due by Wednesday, June 6, 2012 by 4:00 p.m. and are to be directed to Delores Pertee at: dpertee@umbc.edu

Mail your response to: Delores Pertee at the address noted on the Price Sheet by WEDNESDAY, JUNE 13, 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.

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

THIS IS NOT AN ORDER

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 issues. This solicitation is subject to all terms and conditions contained herein (see attached pages 2 & 3)

Vendor Bid No.

(If any)

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

05/31/12

WEDNESDAY, JUNE 13, 2012

F.O.B. _______________________________________________

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

TERMS: ______________ NET 30 UNLESS OTHERWISE STATED.

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.

ORDER No. DATE SUCCESSFUL

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-20825-P
Delores R. Pertee: 410-455-3915

ANCIENT STUDY / TRAVEL PROGRAM
2013 MARCH - FRANCE

Company Name: _______________________________________
Address:______________________________________________
City:__________________________State:_____  Zip:__________
Email Address: ______________________ ____________________

THIS SPACE TO BE FILLED IN BY BIDDER

(SIGNED) (DATE) (PRINT OR TYPE NAME) (TITLE) (VENDOR'S FEDERAL IDENTIFICATION NO.) (PHONE NO.)

Shipment will be made in ___________days from receipt of order

ORDER No. DATE SUCCESSFUL
BC-20825-P
Travel/Study Program to France, March 2013

SPECIFICATIONS

The University of Maryland, Baltimore County is seeking bids for a Student Study/Travel Program to France, **Friday, March 15, 2013 to Saturday, March 23, 2013**.

The itinerary must include the following **in whatever order is deemed most efficient**, with the specific exceptions noted below*.

All coaches and tours are to be private, exclusively for our group and accompanied by an English-speaking guide. The itinerary must include the following:

1. **Round trip air transportation from BWI to Paris.** If a connecting flight is necessary, it must not be through New York. A maximum of one change of plane is acceptable, and there must be a minimum of one hour, forty-five minutes between flights. We must continue on the same day after arrival in Paris either by one-way air transportation or transfer by motor coach to a station of the TGV to continue to any of our destinations in the South. Transfer by motor coach to hotel. If departure and/or return is from Dulles, then a Chartered Coach UMBC/Dulles/UMBC must be included in the bid.

2. **Hotels are to be centrally located, and breakfast included, for 7 nights:**
   * Four nights in Paris at the end of our trip
   * Three nights in the South (one night in each/any of the cities we visit) at the beginning of the trip
   * Group leaders are to have a bed no smaller than queen (NOT French).
   * The bid should include **prices for 3-star, as well as, 4-star hotels.**
   * The bid should include prices for a group of 20, 25, 30, 35, 40, or 45 passengers.
   * The bid should include a price with all tips included and without tips included.
   * The bid should include a price with a traveling tour director and without one.

3. **Avignon:** Tour of Palais des Papes (if possible, including the “secret palace” tour; Pont du Gard; Pont d’Avignon

4. **Arles:** Tour Baths of Constantine; triumphal arch; cirque romain; Musée de l’Arles et de la Provence Antique

5. **Nîmes:** Tour of amphitheater; Temple of Diana; colosseum; arènes; Maison Carrée; Tour Magne; castellum aquae

6. **Orange:** ancient theater

7. **Wine Tasting -- Anywhere in the South

8. **If time permits -- Tour of Aix: Atelier Cézanne

9. **Paris - 1-day excursion and tour of the Châteaux de la Loire, lunch included**
Travel/Study Program to France, March 2013
BC-20825-P

10. Specifically on Wednesday, March 20, 2013 (Afternoon) Tour of Greco-Roman items in the Louvre Museum

11. Specifically on Thursday, March 21, 2013 (Afternoon) Cathédrale de Notre-Dame; Holocaust Museum,

12. Musée d’Orsay

13. Musée Rodin

14. Musée Cluny

15. Visit of Versailles

16. Dinner and evening tour on a Bateau Mouche

All bids must include:

1. Round-trip trans-Atlantic transportation on a regularly scheduled airline as follows:

   Direct flight with departure from or arrival at either Baltimore-Washington International Airport or Dulles. NO ROUTING THROUGH NEW YORK OR NEWARK. If departure is not from BWI, then a coach must be supplied to leave from UMBC to and from departure/arrival airport(s).

2. Ground transportation to and from airports in France.

3. Hotels are to be centrally located, with Breakfast included, for seven (7) nights. THREE-STAR or FOUR-STAR, hotel, double occupancy with private baths. Detailed descriptions required. The TWO or THREE INSTRUCTORS MUST HAVE ROOMS WITH NO SMALLER THAN A QUEEN BED (NOT FRENCH).

4. Buffet breakfast daily

5. Transfers to and from airports.

6. There will be two (2) or three (3) instructors accompanying the group who will pay full fare. Agents to quote no free trips.

7. Itinerary MUST be submitted along with pricing.

8. Maps for all participants (in time for pre-trip meetings beginning in January).

9. All museum fees, site entrance fees, guide fees, taxes and service charges are to be included in the bid price.
10. Information on travel insurance including trip cancellation and interruption protection.

11. Contingency fee if tour escort must be provided by travel agent. (Explanation: University counsel requires all participants to sign a liability release, the pertinent section of which, Section 3.2, states that participants agree to forfeit their money or “make an individual decision to continue on the trip individually” if the University withdraws sponsorship. In this circumstance, the University instructors will not be permitted to travel. Should this occur the agency will provide a “tour leader” from departure to return to accompany the group to facilitate all aspects of the itinerary.)

12. Bids are due by **2:00 p.m. on Wednesday, June 13, 2012** to the UMBC Procurement Office

The cost for Tips and a Traveling Tour Director are priced separately on the Bid Price Sheet.
BC-20825-P
Travel/Study Program to France, March 2013

UMBC BID PRICING SHEET

Firm:____________________________________________________________________

I. Payment Schedule:

Bidder must state the proposed payment schedule for this trip:
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

Bidder must state cancellation/refund policy for this trip:
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

A. Cost per person based on departure from BWI on a regularly scheduled airline:

<table>
<thead>
<tr>
<th>Number of Persons</th>
<th>Three-Star Hotel</th>
<th>Four-Star Hotel</th>
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</thead>
<tbody>
<tr>
<td>15 Persons (Minimum)</td>
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<td>20 Persons</td>
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<td>45 Persons</td>
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<tr>
<td>Additional cost for Single</td>
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<td>Supplement:</td>
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<td>Contingency Escort Fee:</td>
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<td>Price with Tip included:</td>
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<td>Price without tip included:</td>
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<td>With Traveling Tour Director included:</td>
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<tr>
<td>Without Traveling Tour Director:</td>
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</tbody>
</table>

Page 1 of 3
UMBC BID PRICING SHEET – (Continued)

Firm: ____________________________________________________________________

B. The University may elect to depart from Dulles Airport if it would result in additional savings. Note cost per person based on departure from Dulles (regularly scheduled airline).

<table>
<thead>
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<td>Without Traveling Tour Director:</td>
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</tbody>
</table>

Note: There will be two (2) or three (3) instructors accompanying the group who will pay full fare. Bidders to quote NO FREE TRIPS.

NOTE TO BIDDERS:

1. Bidders must sign and return the attached Bid/Proposal Affidavit with bid. Failure to do so will result in your bid being deemed non-responsive.

2. Bidders must sign and return the attached “Bid Cover Sheet”. Failure to do so will result in your bid being deemed non-responsive.

3. Bidders must complete and return the UMBC’s Bid Pricing Sheet with your bid.

4. By submitting a response to this solicitation, the bidder hereby agrees to accept all of the terms, conditions, and specifications set forth herein.
BC-20825-P
Travel/Study Program to France, March 2013

UMBC BID PRICING SHEET – (Continued)

Name: ________________________________ Print

Signature: ______________________________

Firm: ________________________________

Title: ________________________________

Date: ________________________________

MAIL YOUR RESPONSE TO:

Ms. Delores R. Pertee
UMBC Department of Procurement
Administration Building, Room 301
1000 Hilltop Circle
Baltimore, MD  21250
BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) and the duly authorized representative of (business) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIEFLY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-200, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has:

1. Been convicted under state or federal statute of:
   (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
   (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

2. Been convicted of any criminal violation of a state or federal antitrust statute;

3. Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

4. Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

5. Been convicted of a violation of §111-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

6. Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)–(5) above;

7. Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

8. Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§8 and C(1)–(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person’s involvement in any activity that formed the grounds of the debarment or suspension):

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland, and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

(continued on reverse side)
I am aware of, and the above business will comply with, Election Law Article, §§14-101-14-106, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall file with the State Board of Elections 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.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
   (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
   (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business’ workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
   (c) Prohibit its employees from working under the influence of drugs or alcohol;
   (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
   (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
   (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
      (i) The dangers of drug and alcohol abuse in the workplace;
      (ii) The business’ policy of maintaining a drug and alcohol free workplace;
      (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
      (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
   (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §2(2)b, above;
   (h) Notify its employees in the statement required by §2(2)b, above, that as a condition of continued employment on the contract, the employee shall:
      (i) Abide by the terms of the statement; and
      (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
   (i) Notify the procurement officer within 10 days after receiving notice under §2(2)(h)(2), above, or otherwise receiving actual notice of a conviction;
   (j) Within 30 days after receiving notice under §2(2)(h)(2), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
      (i) Take appropriate personnel action against an employee, up to and including termination; or
      (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
   (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §2(2)(a)-g, above.
(3) If the business is an individual, the individual shall certify and agree, as set forth in §2(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:
   (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
   (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
   (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a domestic ( ) or foreign ( ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:
Address:

(if not applicable, so state).
(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

M. REPEALED

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that any affidavit or contract resulting from the submission of this affidavit or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: ____________________________

By: _____________________________

(Authorized Representative and Affiant)

Firm’s Federal Employer Identification Number (FEIN): ____________________________
1. A separate invoice in TRIPLEX 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 any way 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.

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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. **Arreages.** 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. If 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 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.