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-20844-P
Delores R. Perteet 410-455-3915

EXTERIOR BUILDING CLEANING SERVICES
AT THE COLUMBUS CENTER

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)

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

MONDAY, OCTOBER 8, 2012

The University of Maryland Baltimore County (UMBC) is
seeking a contractor to provide full service labor, materials,
equipment and tools to clean the exterior surfaces of The
Columbus Center Building, per the attached Exhibit 1:
Scope of Work.

A Pre-Bid Meeting will be held on Wednesday, September
19, 2012 at 3:00 p.m. at The Columbus Center. A site tour
will follow the meeting.

Questions are due no later than Wednesday, September 26,
2012 by 4:00 p.m., and are to be directed to Delores Perteet
at: dperteet@umbc.edu, or via fax at 410-455-1009.

Complete the attached Bid Price Form and fax it along
with this Bid Cover Page to: Delores R. Perteet at
410-455-1009 by MONDAY, OCTOBER 8, 2012 by 2:00 pm.
(Late Bids cannot be accepted.)

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

MBE %:__________________

TOTAL $__________________

THIS SPACE TO BE FILLED IN BY BIDDER

Shipment will be made in_________days from receipt of order

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

SUCCESSFUL

DATE ___________________
I. DESCRIPTION OF WORK:

The successful contractor shall furnish all labor, materials and equipment to clean the interior and exterior of the building per the following schedule.

A. Wash the exterior of the “TENT” (Teflon-impregnated fiberglass) per the manufacturer’s recommendations using Murphy’s oil soap and water only, and soft bristled scrub brushes. Please see Attachment A for the manufacturer’s specifications for cleaning the PTFE (Polytetrafluoroethylene) fabric roof, herein referred to as the “Tent”, as well as a picture of the Tent.

The total surface area of the tent is 35,764 square feet. The tent covers the west side of the building from north to south. The tent height varies from 25 to 110 feet (approximately).

The exterior of the building’s four (4) Skylights shall be cleaned at the same time as the tent. Each of the four skylights is approximately 1,000 square feet and is cleaned on the exterior only.

While a Contractor is welcome to use a lift to clean the tent and skylights, access has been easiest from the conventional flat roof adjacent to the fabric structure. The flat roof is equipped with threaded rappelling studs for access to all sides of the building. All lifts, ladders, and access equipment is to be provided by the contractor.

B. Wash and squeegee dry all exterior windows of the building, including window walls. In addition, wash and squeegee dry glass canopies over building entrances. The largest areas of glass are the Pratt Street entrance lobby, which is a two-story window wall and the west side of the building which is primarily glass and aluminum from the ground to the second floor. An exact number of windows is not available at this time; however, we will calculate an estimate during the site tour.

C. Wash and squeegee dry all interior windows of main entrance window wall.

D. Wash Atrium side (west) of elevator window walls and exterior surfaces of the elevators.

E. Wash outside of all metal surfaces in conjunction with the main exterior window washing. All metal shall be cleaned using an appropriate mild detergent and water solution, and then dried with a squeegee or clean, soft cloth.
II. CONTRACTOR REQUIREMENTS/QUALIFICATIONS

A. All work must be performed during regular business hours at The Columbus Center, Monday through Friday, 8:00 a.m. – 4:30 p.m.
B. The Contractor must be in business for a minimum of five (5) years.
C. The Contractor must be a licensed firm, and must meet the insurance requirements detailed below.

III. CONTRACT TERM

The contract shall be for an initial term of one (1) year beginning on approximately October 15, 2012 and ending on June 30, 2013. The 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 optional renewal terms (unless otherwise stated that price changes will not be permitted), 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, if any shall not exceed the Consumer Price Index for “All Urban Consumers” as published by the U.S. Department of Labor Statistics for the period ending January 31st of the contract year. For example, for the contract period ending June 30, 2013, the index for the period ending January 31, 2013 will be used. Statistics will be referenced as a cap for negotiable purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals.

IV. PRE-BID MEETING

A Pre-Bid Meeting will be held on Wednesday, September 19, 2012 at 3:00 p.m. at the Columbus Center, Main Lobby. There will be a site tour following the meeting.

While attendance at the Pre-Proposal Conference is not mandatory, information presented may be very informative; therefore, all interested bidders are encouraged to attend.

V. INSURANCE

The following conditions for insurance must be met by the successful contractor:

1. The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the procurement officer. Approval of insurance
required of the contractor will be granted only after submission to the University of original certificates of insurance signed by an authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies.

2. The successful 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.

a. 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

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

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

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

e. 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.

f. 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 as noted 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.

g. 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.

3. Additional insurance information:

The awarded firm will provide all endorsements from the insurer itself (rather than the agent); and there will be a request to see all coverage declaration pages together with all endorsements (to confirm compliance with the coverage requirements.)

VI. PRICING

The bidder must include all costs for labor, materials, equipment, travel on the Bid Price Form, as well as any other costs associated with performing this service for UMBC. Each service may typically be completed once per year. The contract will be awarded to the responsive firm with the lowest total lump sum pricing.

The bidder must indicate the frequency in which they recommend each service should be performed on the Bid Price Form. UMBC will determine the final frequency for each service. Typically, each service may be completed once per year with the exception of the exterior metal cleaning which is currently done every 5 years, however, that frequency may be increased. Services are generally performed in late Spring / early Summer.

VII. ADDITIONAL INFORMATION

1. The bidder must complete the Bid Cover Page and Bid Price Form and return it by the due date and time, along with:
   a. A copy of the company’s current Business License
   b. Insurance Certificate (or letter from insurance broker) showing this requirement has been met.

2. Payment: A UMBC Purchase Order will be issued to the successful Contractor. The Purchase Order number must be noted on each invoice and submitted to the UMBC Accounts Payable Department as each service is provided.
3. The deadline date for questions is **Wednesday, September 26, 2012 at 4:00 p.m.** Questions must be submitted in writing to Delores R. Pertee at Dpertee@umbc.edu or via fax at 410-455-1009.

4. Bids are due via fax, by **2:00 p.m. on Monday, October 8, 2012.** Late bids cannot be accepted.
ATTACHMENT A

SECTION 6: CLEANING

A. Background

The PTFE coating applied to the fiberglass fabric is a relatively soft polymer that can be easily abraded. The PTFE protects the glass filaments from the weather and other contaminants that can reduce the fabric's structural strength over time, or reduce its useful service life. Some sources of abrasion are rough soled (or dirty) shoes, dragging tools or hoses, rough bristle brushes, and high-pressure water carelessly applied.

Since they were first used in architectural applications in the 1970's, PTFE Architectural Membranes have continued to demonstrate their ability to maintain their white appearance in a broad range of environments.

Because of the extremely wide range of environmental conditions and climates where PTFE has been used as a skylight or roofing medium, there have been localized circumstances that have resulted in the need to periodically remove certain contaminants that have accumulated on the membrane.

A few examples of these would be:

- Dead leaves in autumn from adjacent deciduous trees in the Northeastern and Midwestern United States.
- Wind-blown dirt and dust in areas with very infrequent rain, such as the Middle East or the Southwestern United States.
- Bird droppings in urban and maritime locations.
- Continuous diesel exhaust and other combustion residues in large metropolitan and/or industrial areas.
- Algae, mold, and/or mildew growth in areas where the climate is constantly warm and moist.

To clean PTFE fabric that has become dirty, care should be taken in the choice of a cleaning solution and method of loosening the dirt for removal.

B. Safety

Walking and working on a fabric skylight/roof can present a particular group of hazards to the worker (see Section 2 for details). Applying a solution containing soap to the membrane will greatly amplify the slipping and falling hazards.

When planning a cleaning operation, be sure to carefully plan for worker safety. Ropes, safety belts, climbing belts, boots, goggles, and/or gloves should be considered to ensure worker safety.

All metal hose fittings should be checked to be sure they are not in a position to scratch the fabric. If any electrical equipment or cords are present near the area being cleaned, proper grounding should be carefully reviewed.
C. Cleaning Solution

1. The **only** recommended soap for the cleaning operation is Murphy's Oil Soap Household Cleaner™ (available worldwide). Because of its excellent cleaning properties, a solution containing only .23% (by volume) soap is sufficient. Some mixing guidelines using this ratio are provided here for your information.

<table>
<thead>
<tr>
<th>English</th>
<th>Metric</th>
</tr>
</thead>
<tbody>
<tr>
<td>.33 oz. per gallon</td>
<td>11.3 cc per imp. gallon</td>
</tr>
<tr>
<td>1.65 oz. per 5 gallons</td>
<td>112.5 cc per 10 imp. gallons</td>
</tr>
<tr>
<td>8.00 oz. per 24 gallons</td>
<td>562.6 cc per 50 imp. gallons</td>
</tr>
<tr>
<td>33.00 oz. per 100 gallons</td>
<td>1 liter per 89 imp. gallons</td>
</tr>
</tbody>
</table>

**Note:** Any slight discrepancy in ratio is the result of rounding during the calculation. (Likewise, the ratios are minimums; extra soap is not harmful, only wasteful.)

**No other cleaners or detergents should be used.** If absolutely necessary, Toluol may be used for localized cleaning of badly soiled areas. Apply the Toluol using a cloth **dampened** with the solvent. Never pour solvent directly on the fabric. After cleaning with Toluene, the Murphy's Oil Soap solution should be used to remove any residual dirt or solvent. For general cleaning purposes, Toluene should only be used in very rare instances and should only be used on small areas.

**The use of any other cleaning agent (other than Murphy's Oil Soap) to clean the large areas of the PTFE membrane will void the fabric membrane warranty.**

The information contained herein is offered in good faith as accurate, but without guarantee. Birdair expressly disclaims all warranties of every kind and nature, including warranties of merchantability and fitness for a particular purpose with respect to the suitability of products mentioned herein. All recommendations or suggestions for use are made without guarantee inasmuch as conditions of use are beyond our control. Users should make their own tests and determination of suitability of this procedure and products herein for their own purposes.

D. Cleaning Method

1. **Small Areas**
   a) Using **hot** water, prepare a five-gallon bucket of the Murphy's Oil Soap solution as described previously. Be sure that a means of rinsing the area is readily available, either buckets of clean water or a garden-type hose.
   
   b) Apply the soap solution using a soft nylon bristled brush. The use of a soft brush will loosen the dirt without scratching or displacing the PTFE (Polytetrafluoroethylene) coating. (Wash only an area that will allow you to rinse the soap off before it has a chance to dry.)
   
   c) Thoroughly rinse the area with clean water to flush away the dirt and soap. Rinsing should be done before the soap solution can dry and redeposit the soil on the membrane.
   
   d) Do not leave standing water on the membrane if possible.
2. **Large Areas**

   Large areas can be cleaned more efficiently using equipment that applies the soap solution directly, rather than working out of a five-gallon bucket. Two methods of application that can be used are: 1) a car wash brush on the end of a wand that applies the soap/water solution directly through the brush, or 2) a power washer that applies the soap/hot water solution under pressure. Both of these methods work best with one worker applying the soap solution and loosening the dirt, while a second worker rinses the area with a hose.

   a) Be sure when using the soft, car wash-type brush that the soap solution is prepared properly so the final mixture has the appropriate ratio of .33 oz. soap per U.S. gallon of water (11.3 cc per imp. gallon).

   b) When using the power washer, be sure that the final soap solution is prepared so the ratio is approximately .33 oz. soap per U.S. gallon of water (11.3 cc per imp. gallon), that the nozzle used has a flat, fan-like spray, and that the nozzle is never held closer than 12 inches (.3 meters) from the fabric. Any closer than this can damage the fabric and the coating. If the spray pressure hitting the fabric is painful to your hand (test it to see), reduce the pressure or back farther away from the membrane with the spray nozzle.

   **Remember:** After any cleaning effort using the soap solution, thoroughly rinse all soap off the membrane using clean water. Any soap residue remaining will greatly reduce a worker's ability to walk on the roof, especially in the presence of dew, rain, moisture, etc.

   **Note:** The use of a power washer to clean the fabric presents a high risk of membrane damage if operated carelessly or improperly. Power washer streams using excess pressure can quickly abrade the PTFE coating or even cut the membrane. If the soil resists the power washer, use a soft, car wash-type brush to agitate the soil and loosen it. Do not just blast away with the power washer! Birdair strongly recommends that any power-washing activities be performed under the direct supervision of Birdair.

**IMPORTANT!**

Be very careful not to damage the PTFE coating and expose the glass fibers. If the yarns are exposed, repair procedures for abrasions in Section 5 must be performed.
BC# 20844-P
EXTERIOR BUILDING CLEANING SERVICES AT THE COLUMBUS CENTER
BID PRICE FORM

Company Name: ________________________________

Please complete this form and return it along with the completed Bid Cover Page and other required documents, to Delores R. Perette via fax at 410-455-1009 by Monday, October 8, 2012 by 2:00 p.m.

Pricing must include all labor, materials, travel, and equipment needed to perform the cleaning services.

<table>
<thead>
<tr>
<th>CLEANING SERVICE PROVIDED (per Section I)</th>
<th>FREQUENCY</th>
<th>PRICE PER SERVICE</th>
<th>TOTAL FOR SERVICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A  Tent and Skylights</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B  Exterior Windows, Window Walls, Canopies</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C  Interior main entrance window wall</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>D  Atrium elevators</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>E  Metal Surfaces</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>F  Other: (specify)</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Total Lump Sum Price $ $
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.

The vendor/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.

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.

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.

Incorporation by Reference. All terms and conditions of the solicitation, and any amendments thereto, are made a part of this contract.

Specifications. All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.

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.

Non-Hiring of Employees. No employee of the State, or any department, commission, agency or branch thereof whose duties such employee includes 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.

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.

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.

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 Elections 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.

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.

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.

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.

EPA Compliance. Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972 where applicable.

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.

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 Prevalent.** 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 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. Arrangements. 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. Acknowledgements. 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 trucking 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 will 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.