

**UNIVERSITY OF MARYLAND, STRATEGIC SOURCING PROCUREMENT CENTER
PURCHASE ORDER TERMS & CONDITIONS**

1. **Maryland Law Prevails.** The provisions of this purchase order shall be governed by the laws of Maryland.
2. **Incorporation by Reference.** All terms and conditions of the solicitation, and any changes thereto, are made a part of this Purchase Order.
3. **Specifications.** All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation (if applicable).
4. **Changes.** This Purchase Order may be amended with the consent of both parties. Amendments may not change significantly the scope of the Purchase Order.
5. **Delivery.** 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 Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrance, from any cause whatsoever, during the progress of any portion of the work specified in this Purchase Order.
6. **Acceptance of Goods and/or Services.** The materials listed in the bid or proposal shall be delivered FOB Destination to the point or points specified on this Purchase Order 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 materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.
7. **Contractor's Invoices.** Contractor agrees to include on the face of all invoices billed to the University, 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. If a Purchase Order document is issued, the Purchase Order Number must be included. Contractor shall send a separate invoice, in triplicate, for this Purchase Order.
8. **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 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 Purchase Order, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.
9. **Termination for Default.** When the Contractor has not performed or has unsatisfactorily performed the Purchase Order, 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 Purchase Order 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 USM Procurement Policies and Procedures.
10. **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 incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor may not be reimbursed for anticipatory profits. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
11. **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

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herein. The Contractor understands and agrees that the terms and conditions of this Purchase Order may not be waived.

12. **Disputes.** This Purchase Order shall be subject to USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Purchase Order in accordance with the procurement officer's decision.
13. **Compensation.** Contractor shall be paid only for items or services that are specifically named in this Purchase Order. No additional costs for items or services will be paid by the University without its prior express written consent.
14. **Payment of University Obligations** Payments to the Contractor pursuant to this Purchase Order shall be made no later than thirty (30) days after the University's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities as applicable, are prohibited.
15. **Multi-Year Purchase Orders.** If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Purchase Order shall terminate automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
16. **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 Purchase Order.
17. **Retention of Records.** The Contractor shall retain and maintain all records and documents relating to this Purchase Order for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.
18. **Equal Employment Opportunity** The Contractor warrants that the contractor shall comply with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, " and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
19. **Rights to Inventions Made Under a Purchase Order or Agreement** If federally funded, any inventions created by the contractor in performance of this Purchase Order's experimental, developmental, or research work, if applicable, will become the property of the Federal Government and the University of Maryland in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Purchase Orders and Cooperative Agreements", and any implementing regulations issued by the awarding agency. With respect to any subject invention in which the Contractor retains title, the Federal Government and the University shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice on behalf of the United States the subject invention throughout the world.
20. **Contract Work Hours and Safety Standard Act.** If this purchase order is in an amount greater than \$2,500 and is funded by a federal grant, the following shall apply: Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) – Where applicable, if order involves the employment of mechanics or laborers, the contractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).
21. **Non-Hiring of Employees.** No employee of the State or any department, commission, agency or branch thereof whose duties as 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.
22. **Nondiscrimination 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, 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.

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23. **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 a 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.
24. **Political Contribution Disclosure.** The Contractor shall comply with Article 33, Sections 30-1 through 30-4, Annotated Code of Maryland, which requires 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 in 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.
25. **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.
26. **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 St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.
27. **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.
28. **Drug and Alcohol Free Workplace.** The contractor warrants that the contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the contractor shall remain in compliance throughout the term of this purchase order.
29. **EPA Compliance.** Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.
30. **Occupational Safety and Health Act (O.S.H-4L.).** 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.
31. **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.
32. **Indemnification.** The University shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.