

University of Baltimore

Contract Number UB-24-BB-10 for Maintenance of Building Automation Systems and HVAC Control Systems

Date: , 2024

CONTRACTOR:

Name

Address

Contact

Contact email

phone

Federal Employer ID:

UBalt Ordering Office: Facilities Management

Project Coordinator:

Coordinator Phone:

Coordinator Email:

Procurement Officer/Contract Manager: Blair Blankinship, Contract Specialist

Phone Number: on file

E-mail address: bblankinship@ubalt.edu



UNIVERSITY OF BALTIMORE

Office of Procurement and Materials Management

This contract is made by and between the University of Baltimore (“UBalt” or “University”) located at 1420 North Charles Street, Baltimore, MD 21201, a public corporation and independent agency of the State of Maryland, and _____, (“Contractor”), with an address at _____; collectively the “Parties”.

The Contractor has been awarded a contract to provide work upon the terms and conditions set forth herein, and the Contractor is willing to undertake those services (“the Work”) upon such terms and conditions.

NOW, THEREFORE, The University of Baltimore and the Contractor agree as follows:

1. CONTRACT DOCUMENTS

1.1. This Agreement consists of multiple documents as follows in the order of precedence:

- This Contract and any Amendments
- RFP UB-23-BB-10 for Maintenance of Building Automation Systems and HVAC Control Systems and its its __ (number) __ Addenda
- Contractor’s Proposal
- Work Orders and Purchase Orders Terms and Conditions, issued under this Contract, whether attached hereto or not.

2. SCOPE OF WORK.

2.1. **The Contractor shall provide the services, personnel, parts and materials necessary to maintain, provide upgrades, and perform repairs for the campus Building Automation System (BAS) and campus building HVAC operating systems controls** for the Buildings identified in *Attachment 1 – List of Buildings*, which may be modified from time to time. The work shall be performed at the direction and to the satisfaction of the University Project Manager, per the specifications, pricing, terms and conditions of RFP UB-24-BB-10, its addenda, and the Contractor’s proposal dated _____.

2.2 Work shall be performed in accordance with this Agreement or per the schedule of activities agreed upon by the Parties issued as a work order by the University. The Contractor will provide all the necessary equipment and materials to perform the Work in an expeditious manner as is consistent with good professional skill and care and the orderly progress of the Work. In the event of any conflict in terms between RFP, Contractor’s proposal and this Agreement, the terms and conditions of this Agreement take precedence.

2.3 The University will designate a staff member to act as manager (“Project Manager”) between the University and the Contractor. Throughout the period of the Work, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Project Manager and also to any other UBalt personnel designated by the Project Manager. Direct contact or communication by the Contractor with other UBalt offices or any other entity concerning the Work shall be made only with the prior knowledge and concurrence of the Project Manager.

2.4 The professional contractor for the Work shall be the same person identified in this contract unless

- (a) a change is requested by the Contractor and approved in writing via a written amendment by the Procurement Officer; or
- (b) a change is requested in writing by the Project Manager for good cause, in which case the Contractor shall make an appropriate substitution, subject to UBalt’s approval, and notify UBalt in writing. Major changes in the Contractor’s organization or personnel (other than the Contractor) shall be reported to UBalt in writing as they occur.

3.0 CONTRACT TERM

3.1. This as needed, non-exclusive Agreement shall be effective upon the date of execution by both Parties and shall continue through the date specified in this Agreement, or until the work deliverables are completed, unless extended by amendment. The initial term of the contract shall run from July 1, 2024, or a later date as ordered by the University, and run through June 30, 2025.

3.2. The University reserves the right to renew the contract for up to 4 (four) additional, separately exercisable, 12-month periods, with the same contract terms and conditions at the pricing offered in the Contractor’s Financial Proposal (attached).

3.3. The University reserves the right to extend the contract for not more than six months, on a month to month basis at the expiration of the planned term and renewal terms, at the University’s Unilateral option, at then current pricing.

4. COMPENSATION AND PAYMENTS.

4.1 The prices to be charged under this contract shall be in accordance with the Contractor’s Price Proposal, as follows:

Contract Year One

1	<p>Provide hourly rate for one technician for one (1) day per week on an eight (8) hour on-site shift (7:00 AM – 3:30 PM; ½ hr. lunch) to apply to year one of the contract.</p> <p>One day per week to equate to 52 visits per contract year. Scheduled service visits that occur during holidays and University breaks shall be rescheduled with UBalt Facilities Management. Weekly shifts missed</p>		
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	shall be rescheduled at a mutually agreed upon day within a 30-day period. Provide hourly labor rates for regular time coverage for additional work (Regular hours considered 7:00 AM – 5:00 PM M-F) to apply to year one of the contract.		
2.	Provide hourly labor rates for overtime coverage for additional work after regular hours (Regular hours considered 7:00 AM – 5:00 PM M-F) to apply to year one of the contract.		
3.	Repair parts and materials as required, per the list provided in the Contractor’s Price Proposal, with then current prices and any discount from the list price that is offered to the University. Parts and materials price lists from third-party suppliers may also be provided, with discount or mark-up to be applied to purchases of parts and materials by the University. Mark-up will be capped at 10%.		

4.2. Contractor’s rates shall not exceed the fees provided in this Agreement and all such rates/fee include all expenses for the performance of the Work. Payments shall be made upon acceptance of a proper invoice and acceptance of deliverables as outlined in this Agreement or in work orders/written directives issued by UBalt. The maximum fee for all Work provided under this Agreement shall not exceed the prices established in the Contractor’s Financial Proposal, unless a prior written modification of the prices has been issued by the University’s Procurement Office.

4.3 Payment requests (invoices) shall be submitted electronically to the Accounts Payable Department, 1420 North Charles Street, Baltimore, MD 21201 or to UBAP@ubalt.edu and a copy to the Project Manager.

4.4 Payments to the Contractor pursuant to this Contract 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.

4.5 The Contractor shall include along with each invoice a summary of work/activities/items delivered/completed during the work period being invoiced. The Contractor shall clearly reference the Purchase Order, Contract number; tax ID number, the type of billing, i.e., the deliverable; and, additional information as may be specifically required elsewhere in this Agreement.

4.6 No invoice will be processed if there is a dispute between UBalt and the Contractor as to the current or cumulative Works provided.

4.7 UBalt's approval of periodic payments to the Contractor shall not constitute, in any sense, approval or acceptance by UBalt of the Works work performed through the date of the invoice or

of the Contractor's assertion of percentage of the Works completed through the date of the invoice.

4.8. As an independent contractor of UBalt, no withholding of income tax, Social Security or other sums will be made from the payment to the Contractor.

4.9. Any reimbursables associated with this Agreement shall be in accordance with the RFP and the current USM policy in effect at the time the approved expenses have occurred. All reimbursables must be approved in advance in writing by UBalt.

5. MODIFICATION/AMENDMENTS.

This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.

6. 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.

Materials shall be delivered FOB to the point or points specified in the bid or proposal, on the date either agreed to in advance or specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications may be rejected. Rejected materials shall be promptly replaced. If Contractor fails to promptly replace rejected materials, the University reserves the right to purchase replacement materials in the open market. Contractor shall be liable for costs to replace materials incurred by the University which exceed the bid proposal price, including expenses such as, but not necessarily limited to, shipping and delivery, if any.

7. DELAYS and EXTENSIONS OF TIME

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

8. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall take effect and be binding upon the parties hereto and neither the contract nor the services to be performed thereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the University.

9. OWNERSHIP OF DOCUMENTS AND MATERIALS

The Contractor agrees that all documents and materials including, but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanical, artwork, and computations prepared by or for it under the terms of the contract shall at any time during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by the contract. The University shall be the owner for purposes of copyright, patent or trademark registration.

10. 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 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.

11. ELIGIBILITY TO PURCHASE.

Contractor agrees to extend the proposed price structure and discounts to all University System of Maryland campuses and facilities within the state of Maryland.

12. MARYLAND LAW PREVAILS This solicitation shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13. DISPUTES

Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

14. MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

If the General Assembly 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.

15. TERMINATION FOR DEFAULT

If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. 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.

16. 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.

17. INTELLECTUAL PROPERTY

Contractor agrees to indemnify and save harmless the University, its officers, agents and employees with respect to any claim, action, costs, or judgment for patent infringement, or trademark or copyright violation arising out of purchase of use of materials, supplies, equipment or services covered by this Contract.

18. CONFIDENTIALITY; DISSEMINATION OF INFORMATION

Contractor shall not release any information related to services or performance of the services under this Contract, nor publish any final reports or documents without the prior written approval of the University. Contractor shall indemnify and hold harmless the State and the University, its officers, agents and employees from all harm which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by Contractor, its agents or employees.

19. DRUG AND ALOCOHOL 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.

20. 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.

21. MODIFICATIONS AND AMENDMENTS

This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.

22. NON-DISCRIMINATION IN EMPLOYMENT

If awarded a contract pursuant to this solicitation, the Offeror agrees to (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, general identification, marital status, national origin, ancestry, genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a) above in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

23. NON-HIRING OF OFFICIALS and EMPLOYEES

No official or employee of the State, as defined under General Provisions Article §5-502 whose duties as such official or employee include matters relating to or affecting the subject matter of this contract shall, during the pendency or term of this contract and while serving as an official or employee of the State, become or be an employee of the contractor or any entity that is a subcontractor on this contract.

24. PAYMENT OF STATE OBLIGATIONS

Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. The Contractor may be eligible to receive late payment interest at a rate of 9% per annum if:

- (1) Contractor submits an invoice for the late payment interest within thirty days after the date of the State's (or University's) payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement

Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The University) is not liable for interest:

- (1) Accruing more than one year after the 31st days after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest.

Charges for late payment of invoices are authorized only 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.

25. POLICIES AND PROCEDURES

The USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

26. POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with Election Law Article Title 14 Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections (a) before execution of a contract by the State (or University), a county, a municipal corporation or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30 to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html

27. SPECIFICATIONS SHALL CONFORM TO LAW

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

28. COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State of Maryland (whether a domestic business or a foreign corporation subject to registration under the Corporations and Associations Article of the Maryland Annotated Code).and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

- b. It is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- c. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract, including but not necessarily limited to: Maryland Building Codes, Americans with Disabilities Act, and the Maryland Occupational Safety and Health Act and related regulations; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this

29. STATE 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 provided upon request. Where a Contractor is required to furnish and install material in the construction of improvement to real property in performance of the Contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply.

If the Contractor’s price includes the cost of Contractor furnishing any other material, equipment, supplies, or other items in connection with the Contract, the Contractor shall pay the Maryland sales tax.

48. All communication or notices regarding this Contract shall be sent to:

Contractor

Contractor

University of Baltimore

Dept Contact

University of Baltimore Procurement Office
 Beth Vu Kirk
bvukirk@ubalt.edu

AGREED TO BY: University of Baltimore

AGREED TO BY: Financial Aid Services, LLC

By: _____
 (Signature)

By: _____
 (Signature)

Beth Vu Kirk
 (Printed name)

 (Printed name)

Director of Procurement
 (Title)

 (Title)

 (Date)

 (Date)

