

University of Baltimore

Contract UB-25-BB-16

Maintenance and Repair of Building Access Control and Security Systems

March 2025

CONTRACTOR:

FEIN:

NAME

ADDRESS

CONTACT

EMAIL

UBalt Ordering Office:

Michael Zemarel

Facilities Management System Analyst

Office of Capital Planning and Campus Operations

410.837.5142

mzemarel@ubalt.edu

Procurement Officer/Contract Manager:

Address: 1420 North Charles Street, Baltimore, MD 21201

Phone Number: 410-837-1559

E-mail address:

University of Baltimore Contract UB-25-BB-16 Maintenance and Repair of Building Access Control and Security Systems

This Agreement (“Agreement” or “Contract”) is made on **April, 2025**, 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 ___ name and address ___**; collectively the “Parties”.

CONTRACT DOCUMENTS AND TERM

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

- This Agreement and any Amendments (including all General Terms and Conditions)
- RFP UB-25-BB-16 dated March 7, 2025 and Addenda, 1 through 4;
- The Contract Affidavit (the “Affidavit”)
- Contractor’s Proposal dated April 7, 2025;

This contract 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.

RECITALS. The Contractor has been awarded a contract upon the terms and conditions set forth herein, and the Contractor is willing to undertake that work to furnish, deliver and install the required hardware, software and peripheral items ("the Work") upon such terms and conditions. The Contractor represents that the Contractor is qualified to perform the Work required by UBalt.

NOW, THEREFORE, UBalt and the Contractor agree as follows:

1. SCOPE OF WORK

Furnish all supplies, materials, labor, supervision, tools, rigging and support equipment necessary to perform contractual maintenance and service as specified and provide new installations under life-cycle renewal or service expansion in support of the campus Access Control System. These systems include door access control and monitoring, security camera network, duress buttons, asset management and visitor management. The type of systems includes, but may not be limited to:

- Acre Feenics Access Control
- Qognify Ocularis Camera software
- Inovonics Duress Buttons (interlinked with 3rd party monitoring - Rapid Response)
 - Provide 3rd party monitoring of duress buttons.

And other work as specified in the RFP.

1.2 Work shall be performed in accordance with this Agreement or **per the scope of work agreed upon by the Parties issued in RFP UB-25-BB-16 by the University.**

1.3 The UBalt has designated Michael Zemarel, Facilities System Analyst, Office of Capital Planning and Campus Operations, 410.837.5142, mzemarel@ubalt.edu (“Project Manager”) between the University and the Contractor. Throughout the period of the Work, copies of all correspondence, specifications and additional services 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 Services shall be made only with the prior knowledge and concurrence of the Project Manager.

UBalt offices or any other entity concerning the Services shall be made only with the prior knowledge and concurrence of the Project Manager.

1.4 The professional contractor for the Work shall be the same Contractor/s of team members identified in this contract and the Contractor’s Proposal 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.

1.5 The University reserves the right to purchase additional supplies, equipment, programming, installation and other services during the term of this contract.

1.6 If applicable, any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement.

2. COMPENSATION AND PAYMENTS.

2.1 Contractor’s rates shall not exceed the fees provided in this Agreement and all such rates/fee include all expenses in the performance of the Services. Payments shall be made upon acceptance of satisfactory performance of the work described herein, as outlined in this Agreement.

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

2.3 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.

2.4 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.

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

2.6 UBalt's approval of periodic payments to the Contractor shall not constitute, in any sense, approval or acceptance by UBalt of the Services work performed through the date of the invoice or of the Contractor's assertion of percentage of the Services completed through the date of the invoice.

2.7 **It is understood that there is no guarantee of dollar amount of work under this Contract.** Payment will be issued upon acceptance of the work by the University's Project Manager. Adjustments to payments for non-performance may be taken by the University, as its sole discretion.

Payment will be issued on services rendered. Adjustments to payments for non-performance may be taken by the University, as its sole discretion.

2.8 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.

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

3. **CONTRACT TERM.**

The contract will commence on the date it is signed by the University of Baltimore Director of Procurement. **Work will commence upon Carousel's receipt of a written Notice to Proceed from the UBalt Project Manager. The contract term will run for 12 months thereafter.**

The University of Baltimore reserves the right to renew the contract for up to seven additional, separately executable, 12-month terms, at the prices and rates identified in the Form for Price Proposals. The University reserves the right to renew the contract on a month-to-month basis for a period not to exceed six months at the end of any of the contract renewal periods.

The University reserves the right to purchase additional supplies, equipment, programming, installation and other services for a period of 12 months after the start date of this contract.

If the US Government imposes tariffs that effect pricing from the suppliers providing hardware for the work, and causes price increases beyond the control of the Contractor, the University may make an equitable price adjustment to pass-through such price increases.

4. **MODIFICAITONS/AMENDMENTS.**

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

5. **EVALUATION AND ACCEPTANCE PROCEDURE.**

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.

6. ELIGIBILITY TO PURCHASE.

Contractor agrees to extend the unit prices to all University System of Maryland campuses and facilities within the state of Maryland.

7. 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.

8. LIQUIDATED DAMAGES. (N/A)

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

10. 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.

11. SUSPENSION OF WORK.

The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the University.

12. UNIVERSITY WORK RULES.

Employees and agents of Contractor shall, while on the premises of the University, comply with all University rules and regulations. Contractor shall acquaint itself with conditions governing the delivery, receiving and storage of materials at the work site if applicable to this work, as not to interfere with University operations. Contractor shall not stop, delay, or interfere with University work schedule without the prior approval of the University's specified representative.

13. SEXUAL HARASSMENT SENSITIVITY TRAINING.

All of Contractor's Management employees and their contracted providers that will provide service under this contract must complete not less than four hours of sexual harassment sensitivity training. Those managers will be responsible for conducting sexual harassment sensitivity training for all of Contractor's employees that work at UBalt.

14. HARMONY.

Contractor shall be entirely responsible for working in harmony with all others on the work site when Contractor is working on University premises.

15. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY:

The Contractor existing programs and services remain the intellectual property of BHS. However, any services or trainings that are custom developed for the University of Baltimore will remain the intellectual property of the University.

16. INSURANCE.

If insurance is required by the University, the Contractor shall maintain, during the term hereof, Workmen's Compensation, Personal Injury and Property Insurance, and if the contract requires use of an automobile, Automobile Liability Insurance, in amounts required by statute. Contractor shall also require its subcontractors, if any, who enter University premises to maintain such insurance. Contractor and its subcontractors shall furnish the University, upon request, with copies of policies or other satisfactory proof of insurance.

16.1. INSURANCE REQUIREMENTS:

The Contractor shall defend, indemnify and save harmless the University System of Maryland, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the errors, omissions and performance or non-performance by the Contractor, employees or agents, of the work covered by this contract. 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.

The Contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract, including any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this contract. The amounts of insurance coverage specified below shall be the minimum amount of available insurance to satisfy claims; a policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.

16.2 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

16.3. Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.

16.4. Professional Liability Insurance, with a limit of not less than \$1,000,000 per occurrence.

16.5. If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident.

16.6. Products liability insurance, if not included in the Comprehensive, with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident.

16.7. All policies for liability protection, bodily injury or property damage must specifically and expressly name the University System of Maryland as an insured with respect to operations under the contract and premises occupied by the Contractor. With respect to the Contractor's liability for bodily injury or property damage under the items above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University System and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University System.

16.8. Each insurance policy shall contain the following endorsement: "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. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice must always 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.

16.9. All required insurance coverages must be acquired from insurers registered to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

17. **NON-HIRING OF STATE EMPLOYEES.**

No employee of the State of Maryland or any unit 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 of Maryland or any unit thereof.

18. DISPUTES.

This contract shall be subject to USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

19. TERMINATION.

19.1 TERMINATION FOR CONVENIENCE.

The performance of work under this contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned 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.

19.2 TERMINATION FOR DEFAULT.

(1) The University may, subject to the provisions of paragraph (3) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances: (a) If the Contractor fails to perform within the time specified herein or any extension thereof-, or (b) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the procurement officer may authorize in writing) after receipt of notice from the procurement officer specifying such failure.

(2) In the event the University terminates this contract in whole or in part as provided in paragraph (1) of this clause, the University may procure substitute performance upon terms and in whatever manner the procurement officer may deem appropriate, and the Contractor shall be liable to the University for any excess costs for substitute performance; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(3) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the University in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or

negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if the default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless substitute performance for the subcontractor was obtainable from another source in sufficient time to permit the Contractor to meet the performance schedule.

(4) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the University, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the University, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled Disputes.

(5) If this contract is terminated as provided in paragraph (1) of this clause, the University, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the procurement officer, (a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University; and the Contractor shall, upon direction of the procurement officer, protect and preserve property in the possession of the Contractor in which the University has an interest. Payment for completed supplies delivered to and accepted by the University shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the University and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and procurement officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The University may withhold from amounts otherwise due the Contractor hereunder such sum as the procurement officer determines to be necessary to protect the University against loss because of outstanding liens or claims of former lien holders.

(6) The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(7) As used in paragraph (3) of this clause, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

20. **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 unless a document is protected under the HIPAA Privacy Act.

21. 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 contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

22. NONDISCRIMINATION IN EMPLOYMENT.

The Contractor agrees: (a) 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; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) 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.

23. FINANCIAL DISCLOSURE.

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires 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 \$200,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland 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 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative 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. The statement shall be filed with the State Administrative Board of Election Laws:

- a. before a purchase or execution of a lease or contract by the University, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and
- b. if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on (1) February 5, to cover the 6-month period ending January 31; and (2) August 5, to cover the 6-month period ending July 31.

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. CONTIGENT FEE PROHIBITION.

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, architect, or engineer, 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. PRE-EXISTING REGULATIONS.

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, 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.

29. INDEPENDENT CONTRACTOR.

It is understood and agreed that Contractor is an independent contractor and not an employee of the University. The University will not withhold income taxes, social security or any other sums from the payments made to the Contractor herein. The Contractor shall in no way hold himself out to any third person as an agent of the University. All persons furnished by Contractor shall be considered solely its employees or agents and Contractor shall be responsible for payment of all unemployment, social security and other payroll taxes, including making contributions when required by law.

UBalt reserves the right to review all press releases or other public communications of the other party that may affect the party's public image, programs or operations. Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without U-bolt's prior written approval.

30. EPA COMPLIANCE.

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

31. 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.

32. MARYLAND LAW PREVAILS.

The provisions of this contract shall be governed by the laws of Maryland.

33. SOFTWARE CONTRACTS

a. As specifically provided by § 21-104, Commercial Law Article, Annotated Code of Maryland, the parties agree that this contract shall not be governed by the Uniform Computer Information Transactions Act (UCITA), Title 21 of the Commercial Law Article of the Annotated Code of Maryland, as amended from time to time. This contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland.

34. Contractor agrees that as delivered to buyer, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically upon the occurrence of selected conditions, or manually on command of Contractor.

35. PROTESTS AND CLAIMS.

Any protest regarding the award of this contract or claim arising out of this contract shall be administered in accordance with the University System of Maryland Procurement Policies and Procedures, Section X - Protests and Claims. Detail is available by accessing the following web site: www.purchase.umd.edu

Click on this web site, then select the category "Policies and Procedures", followed by "USM Procurement Policies and Procedures".

36. COMPLIANCE WITH LAWS.

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State of Maryland 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; 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 Contract."

37. CHANGES.

The Procurement Officer may at any time, by written order, make unilateral changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when any supplies to be furnished are to be specially manufactured for the University in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.

(6) Place of delivery.

38. DELAYS AND EXTENSIONS OF TIME.

The section entitled “Delays and Extensions of Time” prohibits the Contractor from making charges or claims for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. If a change, as allowed above, causes an increase or decrease in the cost of the work which is not time-related, the University shall make an equitable adjustment in the contract price and shall modify the contract.

38.1 The Contractor must assert its right to an adjustment under this section within 30 days from the date of receipt of the written order. Any request for an adjustment must be submitted in writing to the Procurement Officer.

38.2 Failure to agree to any adjustment shall be a dispute under the Disputes section. However, nothing in this section shall excuse the Contractor from proceeding with the contract as changed.

39. CONFIDENTIALITY AGREEMENT FOR CONTRACTOR:

39.1 Contractor acknowledges and understands that in connection with this Agreement, the performance of the Services and otherwise, Contractor has had or shall have access to, has obtained or shall obtain, or has been or shall be given the University’s Confidential Information (as defined herein). For purposes of this Agreement, “Confidential Information” means all information provided by the University to Contractor, including without limitation information concerning the University’s business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation. Confidential Information includes information in any and all formats and media, including without limitation oral, and includes the originals and any and all copies and derivatives of such information. Contractor shall use the Confidential Information only if and when required for the performance of the Services, and for no other purpose whatsoever, and only by Contractor employees engaged in that performance.

39.1 Contractor shall not, in any manner whatsoever, disclose, permit access to, or allow use of Confidential Information to any person or entity except as specifically permitted or required under this Contract.

39.2 Contractor acknowledges and understands that UBalt is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”), the Gramm Leach Bliley Act (“GLBA”), or the Maryland Public Information Act (“PIA”), including regulations promulgated thereunder, as the laws and regulations may be amended from time to time (collectively the “Privacy Laws”). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by U-bolt’s employees. The Contractor agrees that it shall be obligated to protect and may only maintain and use the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as UBalt would be obligated if the Confidential Information was in the possession or control of UBalt. The Contractor further agrees that it is subject to the requirements governing the

use and redisclosure of personally identifiable information from education records as provided in FERPA.

39.3 Contractor may disclose Confidential Information as required by legal process. If Contractor is required by legal process to disclose Confidential Information, Contractor shall immediately notify the University, and before disclosing such information shall allow UBalt reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.

39.4 Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.

39.5 Contractor acknowledges that Contractor's failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the University grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Section shall be a material breach of this Agreement.

39.8 Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor's possession or control. Contractor shall forward any request for disclosure of Confidential Information to: Office of Procurement University of Baltimore, 1420 N. Charles Street, Baltimore, MD 21201.

39.7 Except to the extent otherwise required by applicable professional standards, the obligations under this section do not apply to information that (a) is or becomes generally known to the public, other than as a result of disclosure by Contractor, (b) had been previously possessed by Contractor without restriction against disclosure at the time of receipt by Contractor, (c) was independently developed by Contractor without violation of this Contract, or (d) Contractor and the University agree in writing to disclose. Each party shall be deemed to have met its nondisclosure obligations under this section as long as it exercises the same level of care to protect the other's information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.

39.8 All Confidential Information received by Contractor shall be returned to the University or destroyed upon completion or termination of this Contract.

39.9 Contractor expects the University to treat Contractor's information with the same care and concern as it would its own confidential information and that if the University received a Freedom of Information request, if allowed by law the University will make its best effort to inform the Contractor and allow Contractor to review and redact the information to be released.

40. **IDEMNIFICATION.**

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.

41. **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.

42. ENTIRE AGREEMENT.

This Agreement and the University's standard contract terms and conditions, which are hereby incorporated by reference (and are available on the internet at <http://www.usmd.edu/Leadership/BoardOfRegents/Bylaws/SectionVIII/VIII300.html> – see Policy and Procedures A) contain the entire agreement of the parties and supersede all prior agreements and understanding, oral or otherwise, between the parties. No modification or amendment of this Agreement shall be effective unless the same shall be in writing duly executed by all parties hereto.

43. CONFLICTING TERMS.

Any proposal for terms in addition to or different from those set forth in this contract 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.

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

Contractor

University of Baltimore
Beth Vu Kirk, Director of Procurement
1420 N. Charles Street
Baltimore, MD 21202
Phone: (410) 837-5714
bvukirk@ubalt.edu

45. LIABILITY.

All persons furnished by Contractor shall be considered solely its employees or agents and Contractor shall be responsible for payment of all unemployment, social security and other payroll taxes, including contributions from employees when required by law.

Contractor agrees to indemnify and save the University harmless from any claims or demands (including the costs, expense, and reasonable attorney's fees on account thereof that may be made: (1) by anyone for injuries to persons or damage to property resulting from the Contractor's acts or omissions or those of persons furnished by Contractor or (2) by persons furnished by Contractor or Contractor's subcontractors under Workmen's Compensation or similar acts. Contractor also agrees to defend the University at its request, against any such claim or demand. The University agrees to notify Contractor

46. **DRUG AND ALCOHOL FREEE 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 the Contract.

47. **MANDATED CONTRACTOR REPORTING OF SUSPECTED CHILD ABUSE & NEGLECT.**

Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – Policy on the Reporting of Suspected Child Abuse & Neglect, as well as the University Procedures for Reporting Suspected Child Abuse and Neglect. The above-referenced USM/University Policy and Procedures are available in full at the following link: <http://www.usmh.usmd.edu/regents/bylaws/SectionVI/> and are incorporated herein. The University reserves the right to terminate the contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of the University, termination is necessary to protect the safety and welfare of children who come into contact with the University community.

AGREED TO BY: The University of Baltimore

AGREED TO BY: NWN Carousel Ind., LLC.

By _____
(Signature) Beth Vu Kirk

By: _____
(Signature)

(Printed name)

Director of Procurement

(Title)

(Title)

(Date)

(Date)

Contract Affidavit.

Mandatory contract addendum. The contract addendum shall be in substantially the same form as follows and submitted upon initial award and each renewal thereafter:

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation — ___domestic or ___foreign;
- (2) Limited Liability Company — ___domestic or ___foreign;
- (3) Partnership — ___domestic or ___foreign;
- (4) Statutory Trust — ___domestic or ___foreign;
- (5) ___Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

D. I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require the business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

E. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will 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, 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 contributions 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, 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: (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.

F. 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 who 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) The Contractor warrants that it shall comply with the University System of Maryland's (USM) Procurement Policies and Procedures and that the Contractor shall remain in compliance throughout the term of this contract.

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, 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 §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, 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 §E(2)(a)—(j), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E (4), of this regulation, 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.

G. CERTAIN AFFIRMATIONS VALID

H.

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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: _____
(printed name of Authorized Representative and affiant)