



INVITATION FOR BIDS  
3<sup>rd</sup> PARTY ELEVATOR INSPECTION SERVICES

IFB NUMBER: BC-21388-J

ISSUED: August 7, 2024

**Procurement/Issuing Office:**

Department of Procurement & Strategic Sourcing  
University of Maryland, Baltimore County  
Administration Building, 7<sup>th</sup> Floor  
1000 Hilltop Circle  
Baltimore, MD 21250

## SOLICITATION SCHEDULE

Issue Date	Wednesday, August 7, 2024
Deadline for questions regarding Technical Proposal and Procurement Process	Monday, August 19, 2024, on or before 4:00 pm
Technical Proposal & Price Proposal Due Date	Friday, August 30, 2024 at or before 11:59PM.  Submit Proposal to UMBC Box: <a href="mailto:Bid_pro.czlofeyeedva2kux@u.box.com">Bid_pro.czlofeyeedva2kux@u.box.com</a>
Award and Contract fully executed	On or about Friday, September 13, 2024

**SOLICITATION BC-21388-J**  
**3<sup>rd</sup> PARTY ELEVATOR INSPECTION SERVICES**

**1. SCOPE OF SERVICES**

The University of Maryland, Baltimore County's (UMBC) Office of Facility Management seeks bids to provide 3<sup>rd</sup> Party Elevator Inspection and Testing services for multiple elevator units across its campus.

The selected third-party elevator inspection service provider ("the Contractor") shall conduct comprehensive inspections of all elevators, escalators, and related vertical transportation systems within the specified premises. The services shall include, but are not limited to, the following:

- Annual safety inspections
- Load testing
- Maintenance audits
- Compliance verification with local, state, and federal regulations
- Detailed reporting of findings and recommendations

**2. QUALIFICATIONS AND CERTIFICATIONS**

The Contractor must meet the following qualifications and certifications:

- Possess a valid and current license to perform elevator inspections in the state of Maryland
- Employ certified elevator inspectors with a minimum of five years of experience in elevator inspection and maintenance.
- Certification from a recognized body such as the National Association of Elevator Safety Authorities (NAESA) International or the American Society of Mechanical Engineers (ASME) is required.
- Adequate insurance coverage, including general liability and professional liability insurance.

**3. INSPECTION STANDARDS**

All inspections must be conducted in accordance with the latest versions of the following standards and regulations:

- ASME A17.1 Safety Code for Elevators and Escalators
- ASME A17.2 Guide for Inspection of Elevators, Escalators, and Moving Walks

- Local and state building codes and safety regulations
- Occupational Safety and Health Administration (OSHA) requirements

#### 4. PERFORMANCE REQUIREMENTS

The Contractor shall:

- Conduct thorough and detailed inspections, identifying all areas of non-compliance and potential safety hazards.
- Perform load tests as required by local and state regulations, ensuring that all elevators can safely handle their rated capacity.
- Provide clear, concise, and comprehensive inspection reports including photographs and detailed descriptions of any deficiencies or violations found.
- Recommend corrective actions and provide an estimated timeline for necessary repairs or upgrades.
- Submit inspection reports within five (5) business days of the inspection date.

#### 5. SCHEDULING AND COORDINATION

- The Contractor must coordinate all inspections with the designated facilities management representative(s) to minimize disruption to building operations.
- Inspections should be scheduled at least two weeks in advance.
- The Contractor must adhere to the agreed-upon schedule and notify the facilities management representative of any changes or delays promptly.

#### 6. REPORTING AND DOCUMENTATION

- Inspection reports must include a summary of findings, detailed descriptions of any violations or deficiencies, recommendations for corrective actions, and a timeline for compliance.
- All reports should be submitted in both electronic and hard copy formats.
- The Contractor must maintain accurate records of all inspections and tests performed, including dates, findings, and any corrective actions taken.

#### 7. COMPLIANCE AND SAFETY

- The Contractor must comply with all applicable safety regulations and guidelines while performing inspections.
- All personnel conducting inspections must wear appropriate personal protective equipment (PPE) and follow safety protocols.

- Any immediate safety hazards identified during the inspection must be reported to the facilities management representative immediately.

## 8. CONFIDENTIALITY AND PROFESSIONAL CONDUCT

- The Contractor shall maintain confidentiality regarding any proprietary or sensitive information encountered during the inspections.
- All interactions with building occupants and staff should be conducted in a professional and courteous manner.

It is the University's intent to award one contract for the requested services on or by September 13, 2024, with contract commencing immediately. The University reserves the right to issue multiple awards if it is in the best interest of the University.

1. The University desires to have a single point of contact with the successful Contractor(s) for this project. That individual shall be identified at the award of the contract, along with the name of back-up representative.
2. Contract Period: The contract term shall begin on September 15, 2024 through September 14, 2027. There are two (2) one-year renewal options available under this contract at the sole discretion of the University. In the event the University elects to exercise any one or more of the one-year renewal options, the Contractor shall be notified in writing prior to the commencement of the additional one-year term involved. Prices shall remain fixed throughout the first year. UMBC reserves the right to cancel the contract at any time and/or not renew the contract at the end of the contract period.

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 to monitor any such rate adjustment requests for reasonableness. UMBC will use the All Urban Consumers (CPI), U.S City Average for Other Services, not seasonally adjusted, and will use the index for the period September 2024 index as a benchmark. Statistics be referenced as a cap for negotiating purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals.

3. If it becomes necessary to revise any part of the Bid, addenda will be emailed to the Bidder. **An acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all contractors receiving the Bid.** This acknowledgement of the receipt MUST be included with your response.
4. It is anticipated that the award of this contract will be made to multiple suppliers with the lowest responsive and responsible bids for the total of both the regular and overtime rates. A single award of this contract may be issued if it is in the best interest of the University.
5. A UMBC Contract and Purchase Order will be issued to the awarded supplier(s). Attached is sample of the contract document that will be executed with the successful firm(s).
6. 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 to specifically include liability assumed by the contractor under this contract as provided below.
  - i. Commercial General Liability Insurance including all extensions:
    - \$1,000,000 each occurrence;
    - \$1,000,000 personal injury;
    - \$1,000,000 products/completed operations;
    - \$2,000,000 general aggregated
    - \$2,000,000 Errors and Omissions
  - ii. Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
  - iii. Contractor's bodily injury liability insurance, with limits of not less than \$500,000 for each person and \$1,000,000 for each accident.
  - iv. Property damage liability insurance with a limit of not less than \$1,000,000 for each accident.
  - v. Automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$1,000,000 for each accident and property damage liability insurance, with a limit of not less than \$1,000,000 for each accident.
7. Invoices/Payment: The contractor shall submit an invoice for payment to the UMBC Accounts Payable Department after the printed materials have been delivered. Invoices will be paid within 30 days of receipt of the invoice.

All proposal responses and Acknowledgment of Addenda forms shall be provided electronically by Friday, August 30, 2024 by 11:59 pm (EST) to: [Bid\\_pro.czlofeyeedva2kux@u.box.com](mailto:Bid_pro.czlofeyeedva2kux@u.box.com) . Proposers should receive automatically generated verifications from Box when the files have

successfully uploaded. Proposers that do not receive verification should immediately contact the Procurement office to confirm that their response has been received.

If you have any questions regarding this solicitation, please contact Rob Johnson, Contract Administrator, at [rjohns12@umbc.edu](mailto:rjohns12@umbc.edu). It is preferable that questions be provided in writing via email for ease of distribution within UMBC. Responses shall be provided to all other proposers, but without identification of the inquiring firm. All questions shall be submitted by Monday, August 19, 2024 at 4:00pm to allow for sufficient time to respond before proposals are due. To maintain the integrity of the procurement, Rob Johnson shall be the sole point of contact for this solicitation.

**APPENDIX A**  
**3<sup>rd</sup> Party Elevator Inspection Services**  
**Technical Proposal / Acknowledgment of Addenda**

**IFB NO.:** BC-21388-J

**IFB FOR:** 3<sup>rd</sup> Party Elevator Inspection Services

**TECHNICAL PROPOSAL DUE DATE:** Friday, August 30, 2024 on or before 11:59 p.m.

**NAME OF PROPOSER:** \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**BID/PROPOSAL AFFIDAVIT**

A. Authority

I HEREBY AFFIRM THAT:

I (print name) \_\_\_\_\_ possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

**B-2. Certification Regarding Veteran-Owned Small Business Enterprises.**

The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the names of persons involved, and their current positions and responsibilities with the business):

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## D. AFFIRMATION REGARDING OTHER CONVICTIONS

### I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
  - (a) §7201, Attempt to Evade or Defeat Tax;
  - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
  - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
  - (d) §7206, Fraud and False Statements, or
  - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
  - (a) A court:
    - (i) Made the finding; and

- (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
    - (ii) Not overturned on judicial review;
  - (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
    - (a) A court:
      - (i) Made the finding; and
      - (ii) Decision became final; or
    - (b) The finding was:
      - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
      - (ii) Not overturned on judicial review;
  - (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
    - (a) A court:
      - (i) Made the finding; and
      - (ii) Decision became final; or
    - (b) The finding was:
      - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
      - (ii) Not overturned on judicial review; or
  - (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
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**E. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

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

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F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
  - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
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G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

- Neither I, nor to the best of my knowledge, information, and belief, the above business has:
- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
  - (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

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L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that

this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

**APPENDIX B**  
**3<sup>rd</sup> Party Elevator Inspection Services**  
**Price Proposal Form**

**IFB NO.:** BC-21388-J

**IFB FOR:** 3rd Party Elevator Inspection Services

PRICE PROPOSAL

DUE DATE: **FRIDAY, AUGUST 30, 2024 at 11:59pm.**

PROPOSER: \_\_\_\_\_

FID Number: \_\_\_\_\_

**PRICE PROPOSAL**

Rob Johnson  
University of Maryland Baltimore County  
Administration Building, 7<sup>th</sup> Floor  
1000 Hilltop Circle,  
Baltimore, MD 21250

The undersigned hereby submits the Price Proposal to provide the consulting services for Elevator Inspection Services as set forth in #BC-21388-J dated August 7, 2024 and the following subsequent addendum:

Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to perform and complete the services as described in solicitation documents. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of the solicitation documents.



34 traction elevators including the ILSB Building.

Concerning unit pricing, please provide a per unit cost. This is how current billing is provided:

Hydraulic-\$ \_\_\_\_\_  
 Traction- \$ \_\_\_\_\_  
 Re-Inspection-\$ \_\_\_\_\_  
 Hourly rate- \$ \_\_\_\_\_  
 Overtime rate- \$ \_\_\_\_\_  
 Five Year Test Traction- \$ \_\_\_\_\_  
 Five Year Test Chair Lift- \$ \_\_\_\_\_

The University of Maryland, Balt Co (UMBC) Third Party Elevator Inspection,	<u>Annual</u>	<u>Unit Price</u>	<u>Total</u>
39 Hydraulic		\$ _____	\$ _____
34 Traction		\$ _____	\$ _____
5 Chair Lift		\$ _____	\$ _____
		<u>Five-Year</u>	
34 Traction		\$ _____	\$ _____
5 Chair Lift		\$ _____	\$ _____

We affirm that by signing and submitting this response, if we are the selected Firm, we agree that the terms and conditions of UMBC’s Contract will be the basis for any contract negotiations of terms and conditions. We understand that the Solicitation as amended from time to time and our Technical and Price Proposal will be incorporated as part of the Contract.

Signature of Principal of Firm who can bind Firm to the Proposal.

\_\_\_\_\_  
 Signature:

\_\_\_\_\_  
 Printed Name:

\_\_\_\_\_  
 Title:

\_\_\_\_\_  
 Date

**APPENDIX C**  
**3<sup>rd</sup> Party Elevator Inspection Services**

**SAMPLE UMBC CONTRACT**

**By submitting a proposal in response to this solicitation, Proposer affirms that it will execute this contract in substantially the same form. UMBC is under no obligation to negotiate terms and conditions of the Contract but may do so if deemed in its best interest.**

CONTRACT  
BETWEEN  
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY  
AND  
XXXXX

By this Contract made as of the \_\_\_\_\_, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, and instrumentality and agency of the State of Maryland (“UMBC” or “State”), 1000 Hilltop Circle, Baltimore, Maryland 21250, USA, and XXX (“Contractor”), the parties hereby agree as follows:

1. **TERM OF CONTRACT:** The term of this Contract shall begin on XXXX and end on XXX unless otherwise extended, expired, or terminated pursuant to this Contract or as a matter of law. This contract may be renewed for XXX at UMBC’s sole option and discretion.

2. **SCOPE OF CONTRACT:** The Contractor shall provide XXXX. These obligations and duties are subject to the unilateral right of UMBC to order, in writing, changes in the work within the scope of the Contract.

3. **COMPENSATION, INVOICING AND METHOD OF PAYMENT:**

3.1 As compensation for satisfactory performance of the Services and Work described in Paragraph 2, above, UMBC will pay the Contractor XXXX.

3.2 Payment will be made on a monthly basis in accordance with the terms and conditions set forth in this Contract.

3.3 Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after UMBC's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number.

3.4 All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. UMBC is generally exempt from such taxes and Contractor agrees not to charge UMBC for such taxes in accordance with applicable law. UMBC will provide exemption certificates upon request. Charges for late payment of invoices are prohibited, other than as prescribed by the Maryland Code, State Finance and Procurement Article, §15-101 et seq., as amended.

4. **RESPONSIBILITY OF CONTRACTOR:**

4.1 The Contractor shall perform the Work with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the Work hereunder.

4.2 Notwithstanding any review, approval, acceptance, or payment for the Services by UMBC, the Contractor shall be responsible for professional and technical accuracy of the Work furnished by the Contractor under this Contract.

4.3 The Contractor shall perform the Work as described in these Contract Documents. Work shall be performed in accordance with the schedule included in these Contract Documents, or, if such schedule is not included, in accordance with a schedule agreed upon in writing by the parties at a future date and adopted as an amendment to these Contract Documents. The Contractor shall perform the Work as expeditiously as is consistent with good professional skill and care and the orderly progress of the Work.

5. **SUBCONTRACTING AND ASSIGNMENT:**

5.1 Except as explicitly set forth in this Contract, Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of UMBC, nor may Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UMBC. Such written approval will be in the form of a modification to this Contract. UMBC shall not be responsible for the fulfillment of Contractor's obligations to subcontractors. Any such subcontract shall be subject to any supplemental terms and conditions, in addition to the terms and condition herein, that UMBC deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract, and shall be subject to liability to UMBC for acts and omissions of subcontractors.

5.2 Neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets, or via a merger, with notice to UMBC. Contractor may designate a third party to receive payment without UMBC's prior written consent unless in conflict with Maryland or federal law, but shall provide UMBC with written notification thereof.

6. **PUBLICITY/USE OF NAME AND LOGO:**

6.1 Contractor is authorized to identify UMBC as a party to this Contract for the purpose of identifying UMBC as a customer to potential customers. However, any other use of UMBC's name promotionally or otherwise in connection with Contractor's business or the subject matter of this Contract is prohibited without the prior written consent of UMBC.

6.2 This Contract does not include a trademark license. Except as allowed by law for limited informational purposes, UMBC grants no rights to use any of its trademarks or service marks, for any purpose, without the prior and explicit written permission of UMBC. Under no circumstances does UMBC grant the right to use its logos or marks or any related products or services.

6.3 Any violation of this Section 6 will be considered a material breach of this Contract and grounds for its immediate termination in UMBC's sole discretion.

7. **TIME IS OF THE ESSENCE:** For all those sections of this Contract where a number of days or time frame is required, Contractor acknowledges and agrees that time is of the essence as to the production and delivery of all products and services hereunder.

8. **DELAYS AND EXTENSIONS OF TIME:** 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 Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of an agreement with the State or UMBC, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either Contractor or the subcontractors or suppliers. If Contractor is unable to perform its obligations under this Contract for ten (10) days, unless another time duration is mutually agreed, due to a Force Majeure, then UMBC may terminate this Contract.

9. **SUSPENSION OF WORK:** The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of UMBC. Such suspension, delay, or interruption may be subject to applicable fees and expenses incurred by the Contractor. Such fees and expenses, if any, will be subject to negotiation between UMBC and the Contractor.

10. **INSURANCE:**

10.1 Contractor shall secure, and shall require that subcontractors secure, pay the premiums for and keep in force until the expiration of this Contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by Contractor under this Contract inclusive of the requirements below:

Commercial General Liability Insurance including all extensions

- Not less than \$2,000,000 each occurrence;
- Not less than \$2,000,000 personal injury;
- Not less than \$2,000,000 products/completed operation; and
- Not less than \$2,000,000 general aggregate.

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

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

If automotive equipment is used, automobile bodily injury liability insurance with limits 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.

Professional Liability or Technology Errors and Omissions insurance in an amount not less than \$2,000,000

Limits of insurance may be achieved either singularly or by combination of applicable coverages.

10.2 All policies for liability protection, bodily injury, or property damage and fiduciary bonding must specifically name on its face the State of Maryland, the University System of Maryland, and UMBC as an additional named insured with respect to operations under this Contract, including but not limited to Contractor's data center or other premises where UMBC's data is stored, provided, however, with respect to Contractor's liability for bodily injury or property damages above, such insurance shall cover and not exclude Contractor's liability for injury to the property of UMBC and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees, or guests of UMBC.

10.3 Contractor will take commercially reasonable and practical steps to ensure that each insurance policy contains endorsements, identical to, or nearly identical to, the following: "It is understood and agreed that the Insurance Company shall notify the UMBC Procurement Officer in writing forty-five days (45) 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. Notices of policy changes shall be furnished to the Procurement Officer. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland. The insurers must have a policy holder's rating of "A- or better."

11. **MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS:** If the Maryland 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 UMBC's rights or Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both Contractor and UMBC from future performance of the Contract, but not from their rights and obligations existing at the time of termination. Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. UMBC shall notify 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.

12. **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, UMBC may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. UMBC 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 damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and UMBC can affirmatively collect damages. If the Services were pre-paid, then the Contractor shall reimburse UMBC for unused portions of the Service or Term, adding the amount of damages caused by Contractor's breach. 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.

13. **TERMINATION FOR CONVENIENCE**: The Contractor's performance under this Contract may be terminated by UMBC, in accordance with this clause in whole, or from time to time in part, whenever UMBC shall determine that such termination is in the best interest of UMBC. UMBC 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 USM Procurement Policies and Procedures.

14. **INSOLVENCY**: Either party may terminate this Contract if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

15. **SURVIVAL AFTER EXPIRATION OR TERMINATION**: Notwithstanding the expiration or termination of this Contract or any renewal period hereof, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such expiration or termination will survive including, without limiting the foregoing, the following sections:

Indemnification  
Limitation of Liability  
Representations and Warranties

16. **INDEMNIFICATION**:

16.1 In addition to the obligations to indemnify set forth elsewhere in this Contract, Contractor will indemnify and hold harmless UMBC, its officers, employees, students, contractors, and agents, from and against any and all claims, suits, proceedings, costs, losses, damages, injury, liabilities, expenses, demands, and judgements, including court costs, attorney's fees, and other reasonable expenses of litigation, (collectively, a "Claim") arising directly out of Contractor's operations and/or Services under this Contract, including operation of equipment or vehicles, and wrongful or tortious acts of omission, commission, or negligence by Contractor, its employees, contractors, or agents when engaged in Contractor operations under this Contract, and including the disclosure of user personally identifiable data or Confidential Information, either during the term of this Contract or at any time thereafter, if such disclosure occurred as a result of negligence by Contractor, its employees, contractors, or agents, and provided that UMBC: (a) notifies Contractor promptly in writing of any such Claim, and (b) reasonably cooperates with Contractor in defending any such Claim. Additionally, the Contractor shall reimburse,

indemnify and hold harmless UMBC for all loss to UMBC resulting from the non-performance of this Contract, except those losses otherwise specifically excluded by UMBC.

16.2 Contractor will defend and indemnify UMBC for any Claim brought against UMBC alleging that Contractor-owned Materials infringes any U.S. patent, copyright, trademark, or other proprietary right, and shall pay any Claim against UMBC, including all court awarded costs, damages and expenses, which result from any such Claim, provided that UMBC: (a) notifies Contractor promptly in writing of any such claim or proceeding, and (b) reasonably cooperates with Contractor in defending any such claim or proceeding.

16.3 If UMBC's use of Contractor-owned Materials or Services becomes, or, in Contractor's opinion, is likely to become, enjoined as a result of a claim pursuant to alleged-infringement of any third party's proprietary rights, Contractor, at Contractor's expense, shall either procure UMBC the right to continue using the Contractor-owned Materials or Services, or replace or modify the same so that it becomes non-infringing (provided replacement or modified Contractor-owned Materials or Services have substantially comparable functionality to the original Materials or Service) or, in the event performing the foregoing options are not commercially reasonable, refund to UMBC the fees paid for the particular Materials or Services out of which the claim arose.

16.4 UMBC 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 Contract. Contractor agrees that any obligation of UMBC, as agency of the State of Maryland, under this Contract is subject to the limitations of liability that apply to agencies of the State of Maryland and other limitations of liability set forth in this Contract or by law.

17. **LIMITATION OF LIABILITY**: EXCEPT WHERE THE SAME RESULTS FROM CONTRACTOR'S BREACH OF ANY PRIVACY, CONFIDENTIALITY, OR OTHER LAW, CONTRACTOR'S REPRESENTATIONS OR WARRANTIES, CONTRACTOR'S INDEMNIFICATION OBLIGATIONS, OR FOR ANY DAMAGES INCURRED AS A RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR, (A) NEITHER UMBC NOR CONTRACTOR SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, AND LOSS OF GOODWILL, WHETHER IN CONTRACT OR IN TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) CONTRACTOR'S LIABILITY IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY UMBC UNDER THIS CONTRACT DURING THE TERM OF THIS CONTRACT OR \$500,000, WHICHEVER IS GREATER.

18. **DISPUTE RESOLUTION**;

18.1 Contractor and UMBC agree to work in good faith to resolve between them all disputes and claims arising out of or relating to this Contract, the parties' performance under it, or its breach. Contractor and UMBC will each designate an officer or other management employee to meet in good



faith and attempt to resolve the dispute. During their discussions, each party will honor the other's reasonable requests for information relating to the dispute or claim. Failure to do so shall not be a breach of this Contract but shall indicate that the parties are unable to resolve their dispute.

18.2 Pending resolution of a claim, Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

19. **NON-HIRING OF UNIVERSITY EMPLOYEES:** No current employee of UMBC, 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 herein contracting with UMBC.

20. **ETHICS:** This Contract is cancelable in the event of a violation of the Maryland Public Ethics Laws by Contractor or any UMBC employee in connection with this Contract.

21. **ANTI-BRIBERY:** Contractor warrants that neither it nor any of its officers, directors, or partners, nor any 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 the federal government.

22. **PROHIBITION ON GIFTS AND GRATUITIES:** Contractor warrants that it has not offered or given, and will not offer or give to any employee or representative or family member of a UMBC employee a payment, gratuity, personal service, entertainment, or gift, other than novelty advertising items of a nominal value (i.e., pens, pencils, calendars, writing pads, clipboards, cups). Legitimate business-related activities (i.e., site inspections, business symposiums, business meals and other Contractor functions) are allowed. Any other offerings may be construed as Contractor's attempt to improperly influence decisions at UMBC. Contractor agrees that UMBC may, by written notice to Contractor, terminate this Contract if UMBC determines that Contractor has violated this Section.

23. **CONTINGENT 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, to solicit or secure this Contract, 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 Contract.

24. **MARYLAND LAW:** The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract. Following exhaustion of the procedures set forth in the Dispute Resolution Section, any subsequent legal actions arising under this Contract will be instituted only in the courts of the State of Maryland.

25. **FORCE MAJEURE:** If either party's performance hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Acts of God, riots, strikes, labor difficulties, pandemic, epidemics, earthquakes, any act or order of any public authority, or any other cause or event, similar or dissimilar,

beyond that party's control, then each party's obligations with respect to the affected performance shall be excused and neither party will have any liability in connection therewith.

26. **WAIVER OF JURY**: UMBC AND CONTRACTOR HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UMBC AND CONTRACTOR, WHO HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

27. **NON-DISCRIMINATION IN EMPLOYMENT**: During the performance of this Contract, the Contractor agrees as follows: (a) The Contractor will not discriminate against any employee, applicant for employment, or individual because of race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran's status, genetic information, and/or physical or mental handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran's status, genetic information, and/or physical or mental handicap; (b) The Contractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must, at minimum, contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined; (c) The Contractor will post in conspicuous places, available to employees, applicants for employment, and representatives of each labor union with which the covered Contractor has a collective bargaining agreement, notices setting forth the provisions of the nondiscrimination clause in subsection (a); (d) In the event of the Contractor's noncompliance with the nondiscrimination clause, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the UMBC; and (e) The Contractor will include the provisions of paragraphs (a) through (d) in every subcontract so that such provisions will be binding upon each subcontractor or vendor.

28. **AMERICANS WITH DISABILITY ACT AND ACCESSIBILITY**: Contractor represents and warrants that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) as well as all applicable federal and state laws and regulations, guidelines and interpretations including but not limited to the National Rehabilitation Act Section 508 as amended. Contractor represents and warrants, as applicable, that the Services, Work, and/or Deliverables comply with Web Content Accessibility Guidelines (WCAG) Version 2.0 Level AA, and that it shall provide written documentation verifying accessibility, promptly respond to and resolve accessibility complaints received from UMBC, and indemnify and hold UMBC harmless in the event of claims arising from inaccessibility.

29. **CIVIL RIGHTS ACT 1964**: A Contractor providing materials, equipment, supplies or services to the State under this Contract herewith assures the State that the Contractor is conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, and the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.

30. **AFFIRMATIVE ACTION:** The Contractor and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland's Executive Order 01.01.1993.16.

31. **RETENTION OF RECORDS:** The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by UMBC, or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of UMBC or the State of Maryland, including the Procurement Officer or designee, at all reasonable times. Upon demand of UMBC, Contractor will deliver a copy of records of use to UMBC. Compliance with this Section shall not be deemed a breach of any confidentiality obligations provided for herein.

32. **RELATIONSHIP OF THE PARTIES:** Each party is acting as an independent contractor and not as employee, agent, partner, or joint venturer with the other party for any purpose. Except as provided in this Contract, neither party will have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.

33. **NO THIRD PARTY BENEFICIARIES:** This Contract is only for the benefit of the undersigned parties and their permitted successors and assigns.

34. **COMPLIANCE WITH LAWS:** The Contractor hereby represents and warrants that:

34.1 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;

34.2 It is not in arrears with respect to the payment of any monies 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;

34.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

34.4 It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

35. **PRE-EXISTING REGULATIONS:** In accordance with the provisions of Maryland Code, State Finance and Procurement Article, Section 11-206, 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.

36. **FINANCIAL DISCLOSURE:** The Contractor shall comply with the provisions of the

Maryland Code, State Finance and Procurement Article, Section 13-221 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.

37. **POLITICAL CONTRIBUTION DISCLOSURE**: The Contractor shall comply with Maryland Code, Election Law Article, Sections 14-101 through 14-104, 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 under which the person receives in the aggregate \$200,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 to a candidate for elective office in any primary or general election.

38. **SET-OFF**: UMBC or the State of Maryland may deduct from and set-off any amounts due and payable to the Contractor any back-charges or damages sustained by UMBC by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the Services or any part of the Services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the Services.

39. **PROHIBITION AGAINST SHIFTING MARYLAND INCOME TO OUT-OF-STATE AFFILIATES**: Contractor may not, for any period during the Contract term, seek to reduce the amount of Contractor's income subject to Maryland income tax by payments made to an affiliated entity or an affiliate's agent for the right to use trademarks, trade names, or other tangible property associated with Contractor. Contractor agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Contractor and the affiliated company shall file separate Maryland income tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

40. **CONTRACT CONTROLS**: It is mutually agreed that any attached contract, or addenda thereto, by and between UMBC and the Contractor pertaining to this Contract is supplemental and subordinate to this University of Maryland, Baltimore County Contract. The terms and conditions of this University of Maryland, Baltimore County Contract shall, at all times and in all events and situations, be controlling.

41. **ENTIRE AGREEMENT**:

41.1 The parties agree that this Contract, including **the Bid document and Contractor Proposal**, constitutes the entire, complete and exclusive statement of the agreement between them as to the specific subject matter hereof and supersedes all prior written or oral and all contemporaneous oral agreements,

understandings, and negotiations. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.

41.2 This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.

41.3 The heading appearing at the beginning of the several sections making up this Contract have been inserted for identification and reference purposes only and will not be used in the construction and interpretation of this Contract.

41.4 Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

41.5 Except as required by law, the failure of either party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such party thereafter to enforce such provisions or any other provisions.

42. **USE OF CONTRACTOR'S FORMS NOT BINDING ON STATE:**

42.1 The use or execution by UMBC of any forms, orders, agreements, or other documents of any kind, other than the Contract documents, used pursuant to or in the administration of any contract awarded by UMBC to the Contractor, shall not bind UMBC to any of the terms and conditions contained therein except those provisions:

42.1.1 Generally describing for the purposes of ordering: equipment or Services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and

42.1.2 not otherwise inconsistent with the Contract Documents.

42.2 Any such form, order, or others document shall not vary, modify, or amend the terms and provisions of the Contract Documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:

- a. the document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modifications thereto as a modification; and
- b. the document is executed on behalf of UMBC by the procurement officer; and
- c. execution of the document is approved by the procurement authority whose approval is required by law.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by the undersigned as of the date first shown above.

*Signature*

XXXX

Date

*Signature*

University of Maryland, Baltimore County

Date

XXXX