



Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Dennis R. Schrader, Secretary

EXHIBIT A

REQUEST FOR PROPOSALS (RFP)

PHPA-1973/BPM033915

Issue Date: November 23, 2022

Creation of a Healthy Brain Aging and Dementia Awareness Campaign

NOTICE

A Prospective Offeror that has received this document from the Maryland Department of Health's website or <https://procurement.maryland.gov>, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide the Prospective Offeror's name and mailing address so that addenda to the RFP or other communications can be sent to the Prospective Offeror.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

**THIS SOLICITATION SHALL BE MADE IN ACCORDANCE WITH THE SMALL
PROCUREMENT REGULATIONS DESCRIBED IN COMAR 21.05.07**

**STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
RFP KEY INFORMATION SUMMARY SHEET**

Request for Proposals: **Creation of a Healthy Brain Aging and Dementia Awareness Campaign**

Solicitation Number: **PHPA-1973/BPM033915**

RFP Issue Date: **November 23, 2022**

RFP Issuing Office: **Maryland Department of Health
Center for Chronic Disease Prevention and Control**

Procurement Officer: **Littia Silver
Prevention and Health Promotion Administration
201 W. Preston Street, 3rd Floor
Baltimore, MD 21201
Phone: 410-767-5601 Fax: 410-333-5995
e-mail: littiad.silver@maryland.gov**

Contract Monitor: **Jessica Rose-Malm
Center for Chronic Disease Prevention and Control
201 West Preston Street, Room 306 J-10
Baltimore, MD 21201
e-mail: jessica.rose-malm@maryland.gov**

Proposals are to be sent to: **Maryland Department of Health
Prevention and Health Promotion Administration
e-mail: phpa.procurement@maryland.gov
Attention: Littia Silver
PHPA-1973 / BPM033915
Creation of a Healthy Brain Aging and Dementia Awareness Campaign**

Pre-Proposal Conference: **None**

Closing Date and Time: **December 14, 2022 @3:00p.m. Local Time**

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Maryland Department of Health (MDH or the Department), Center for Chronic Disease Prevention and Control (the Center), is issuing this Request for Proposals (RFP) for messaging and creative development to be used for a statewide multimedia awareness campaign about dementia and healthy brain aging, as well as to provide recommendations for media placements. The goal of the campaign is to educate the public about healthy brain aging and increase awareness of dementia prevention, screening, and resources for people living with dementia.

1.1.2 It is the State's intention to obtain services, as specified in this RFP, from a Contract between the selected Offeror and the State. The anticipated duration of services to be provided under this Contract is January 1, 2023 – March 31, 2023. This Contract will be awarded under the Small Procurement Delegation. .

1.1.3 The Department intends to make a single award as a result of this RFP.

1.1.4 Offerors, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

1.2 Contract Type

The Contract resulting from this solicitation shall be a firm fixed price as defined in COMAR 21.06.03.02.

1.3 Procurement Method

This solicitation shall be made in accordance with the small procurement regulations described in COMAR 21.05.07.

1.4 Procurement Officer

The sole point of contact in the State for purposes of this solicitation prior to the award of any Contract is the Procurement Officer at the address listed below:

Littia Silver
Phone Number: 410-767-5601
Fax Number: 410-333-5995
E-mail: littiad.silver@maryland.gov

The Department may change the Contract Officer at any time by written notice.

1.5 Contract Monitor

The Contract Monitor is:

Jessica Rose-Malm

Center for Chronic Disease Prevention and Control
201 West Preston Street, Room 306 J-10
Baltimore, MD 21201
e-mail: jessica.rose-malm@maryland.gov

The Department may change the Contract Monitor at any time by written notice.

1.6 eMaryland Marketplace Advantage

Each Offeror is requested to indicate its eMaryland Marketplace Advantage (eMMA) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Proposal submission to this RFP.

eMMA is an electronic commerce system administered by the Maryland Department of General Services. The RFP and associated materials, the solicitation and summary of the Pre-Proposal Conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMMA.

In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to <https://procurement.maryland.gov/>, click on "Register" to begin the process, and then follow the prompts.

1.7 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer. Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: phpa.procurement@maryland.gov. Please identify in the subject line the Solicitation Number and Title.

Questions are requested to be submitted at least **five (5)** days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.

1.8 Pre-Proposal Conference

There will not be a Pre-Proposal Conference for this RFP.

1.9 Proposals Due (Closing) Date and Time

Proposals, in the number and form set forth in Section 4.2 "Proposals" must be received by the Procurement Officer, at the address listed on the Key Information Summary Sheet, no later than 3:00p.m. Local Time on December 14, 2022, in order to be considered.

Requests for extension of this time or date will not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Proposals received after the due date and time listed in this section will not be considered. For any submission that is not hand delivered, the offerors must confirm, at least 60 minutes before the deadline, that the proposals were received in PHPA Procurement. PHPA is not responsible for proposals dropped off in the mailroom. Questions regarding this solicitation should be directed (**By e-mail only**, no phone calls will be accepted) to the PROCUREMENT OFFICER.

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in this section for receipt of Proposals. Multiple and/or alternate Proposals will not be accepted.

Proposals must be mailed or hand delivered. Proposals may not be submitted by e-mail or facsimile.

1.10 Award Basis

The Contract shall be awarded to the responsible Offeror submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP, for providing the goods and services as specified in this RFP. See RFP Section 5 for further award information.

1.11 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for Proposals, the Department shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on the MDH Current Procurements web page and through eMMA. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal. Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum.

1.12 Cancellations

The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations. In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4). If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFP may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Offeror Minimum Qualifications

There are no Offeror Minimum Qualifications for this procurement.

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SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

The Maryland Department of Health (the State), Center for Chronic Disease Prevention and Control (the Center) is issuing this solicitation for the purpose of developing messaging and graphics to be used in video/social media, radio, and/or print materials in a statewide awareness campaign about dementia and healthy brain aging. The Offeror will also be required to provide recommendations for placement for an effective campaign. The goal of the campaign is to educate the public about healthy brain aging and increase dementia screening among people at risk for or experiencing signs of dementia. The target audiences for the campaign are older adults (age 50+) living with or at risk for dementia, and/or have a family member who is living with or at risk for dementia. The campaign messages and graphics must effectively target and reach people disproportionately impacted by dementia (e.g., Hispanic, Black/African American, people with developmental disabilities), people who are sight- and/or hearing impaired, people who speak English as a second language, and people living in rural and under-resourced communities.

Dementia is a general term for the loss of memory, language, problem-solving and other cognitive abilities that interfere with daily life.¹ In 2020, an estimated 110,000 Maryland residents aged 65 and older were living with Alzheimer's disease, the most common form of dementia. That number is expected to rise to 130,000 by 2025.^{2,3,4} More than half of people living with dementia are either undiagnosed or unaware of their diagnosis.^{5,6} According to the Behavioral Risk Factor Surveillance System, one in 10 Maryland residents over age 44 report experiencing subjective cognitive decline, including increased confusion or memory loss, with half of those reporting they have not discussed their condition with a healthcare professional.^{3,4}

Nearly 80% of those with memory problems have at least one other chronic condition.⁷ Marylanders reporting subjective cognitive decline are significantly more likely to have comorbid conditions such as diabetes, hypertension, cardiovascular disease, and depressive disorders compared to those without.⁸ Lifestyle factors such as poor nutrition, lack of physical activity, smoking, and alcohol use contribute increased risk of developing dementia and other chronic conditions.⁹ Given these risk factors tend to cluster around populations experiencing health inequities, people living in poverty, Black/African Americans, and other racial and ethnic minority populations may derive the greatest impacts from increased awareness of the role lifestyle factors and chronic disease management play in promoting cognitive health and healthy brain aging.

Black Americans develop dementia at a higher rate than any other group of older Americans and are twice as likely to have dementia as older non-Hispanic whites.^{2,10,11,12} Hispanic Americans also face a disproportionately high risk

¹ DSM-5. Accessed September 30, 2021. <https://www.psychiatry.org/psychiatrists/practice/dsm>

² 2021 Alzheimer's disease facts and figures. *Alzheimer's & Dementia*. 2021;17(3):327-406. doi:10.1002/ALZ.12328

³ Public Health Action in Maryland | Alzheimer's Association. Accessed September 29, 2021. <https://www.alz.org/professionals/public-health/state-overview/maryland>

⁴ Stats of the State of Maryland. Accessed September 30, 2021. <https://www.cdc.gov/nchs/pressroom/states/maryland/maryland.htm>

⁵ Anjad H, Roth DL, Sheehan OC, Lyketsos CG, Wolff JL, Samus QM. Underdiagnosis of Dementia: an Observational Study of Patterns in Diagnosis and Awareness in US Older Adults. *Journal of General Internal Medicine*. 2018;33(7):1131-1138. doi:10.1007/s11606-018-4377-y

⁶ Lang L, Clifford A, Wei L, et al. Prevalence and determinants of undetected dementia in the community: a systematic literature review and a meta-analysis. *BMJ Open*. 2017;7(2):e011146. doi:10.1136/BMJOPEN-2016-011146

⁷ Alzheimer's Association (2020) Cognitive Decline in Maryland: 2019.

⁸ Public Health Action in Maryland | Alzheimer's Association. Accessed September 29, 2021. <https://www.alz.org/professionals/public-health/state-overview/maryland>

⁹ Livingston G, Huntley J, Sommerlad A, et al. Dementia prevention, intervention, and care: 2020 report of the Lancet Commission. *The Lancet*. 2020;396(10248):413-446. doi:10.1016/S0140-6736(20)30367-6

¹⁰ Gurland BJ, Wilder DE, Lantigua R, et al. Rates of Dementia in Three Ethnoracial Groups. doi:10.1002/(SICI)1099-1166(199906)14:6

¹¹ Haan MN, Mungas DM, Gonzalez HM, Ortiz TA, Acharya A, Jagust WJ. Prevalence of Dementia in Older Latinos: The Influence of Type 2 Diabetes Mellitus, Stroke and Genetic Factors. *Journal of the American Geriatrics Society*. 2003;51(2):169-177. doi:10.1046/J.1532-5415.2003.51054.X

¹² Samper-Ternent R, Kuo YF, Ray LA, Ottenbacher KJ, Markides KS, al Snih S. Prevalence of Health Conditions and Predictors of Mortality in Oldest Old Mexican Americans and Non-Hispanic Whites. *Journal of the American Medical Directors Association*. 2012;13(3):254. doi:10.1016/J.JAMDA.2010.07.010

and are about 1.5 times more likely to have dementia than older non-Hispanic whites.^{2,13,14,15} People with certain developmental conditions, such as Down Syndrome, and people with a history of traumatic brain injury also experience dementia at higher rates than the general adult population.^{16,17} Black Marylanders living with dementia had a greater overall percentage of unmet needs compared to whites (27% vs. 22%), as did Black caregivers.^{18,19} Black caregivers also tended to use fewer community resources for dementia care.¹⁹ The development of messaging and graphics that can be used for the video/social media, radio and/or print materials to be used in a statewide awareness campaign about healthy brain aging, dementia prevention, screening, and resources for people living with dementia should take these differences into consideration.

The Virginia I. Jones Alzheimer's Disease and Related Dementias Council (the Council) is Maryland's statewide advisory body responsible for examining the needs of people living with dementia and their caregivers and identifying ways the State can assist in meeting those needs. In May 2022, the Council released the [Maryland State Plan to Address Alzheimer's Disease and Related Dementias: 2022-2026](#), which lays a roadmap toward building a dementia-capable Maryland. The messaging and graphics developed as a result of this RFP will support State Plan Goal 1: Expand efforts to support public awareness, prevention, and early detection of Alzheimer's disease and related dementias (ARD).

3.2 Scope of Work - Requirements

The Contractor shall:

3.2.1 General Requirements

3.2.1.1 The Americans with Disabilities Act: The Americans with Disabilities Act (<https://www.ada.gov/>) protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities. Accessibility and inclusion of diverse populations are essential to reduce health disparities for vulnerable populations. Contractors must comply with all ADA requirements in their work to ensure the needs of persons with disabilities and other vulnerable populations are met. This includes, but is not limited to:

- facilities and any venues used for meetings/conferences are accessible;
- requested accommodations are provided in a timely manner; and
- written and printed materials developed in accessible formats (easy to read, large print, etc.), or providing access to alternative formats.

¹³ Gurland BJ, Wilder DE, Lantigua R, et al. Rates of Dementia in Three Ethnoracial Groups. doi:10.1002/(SICI)1099-1166(199906)14:6

¹⁴ Haan MN, Mungas DM, Gonzalez HM, Ortiz TA, Acharya A, Jagust WJ. Prevalence of Dementia in Older Latinos: The Influence of Type 2 Diabetes Mellitus, Stroke and Genetic Factors. *Journal of the American Geriatrics Society*. 2003;51(2):169-177. doi:10.1046/J.1532-5415.2003.51054.X

¹⁵ Samper-Ternent R, Kuo YF, Ray LA, Ottenbacher KJ, Markides KS, al Snih S. Prevalence of Health Conditions and Predictors of Mortality in Oldest Old Mexican Americans and Non-Hispanic Whites. *Journal of the American Medical Directors Association*. 2012;13(3):254. doi:10.1016/J.JAMDA.2010.07.010

¹⁶ Livingston G, Sommerlad A, Orgeta V, et al. Dementia prevention, intervention, and care. *The Lancet*. 2017;390(10113):2673-2734. doi:10.1016/S0140-6736(17)31363-6

¹⁷ Livingston G, Huntley J, Sommerlad A, et al. Dementia prevention, intervention, and care: 2020 report of the Lancet Commission. *The Lancet*. 2020;396(10248):413-446. doi:10.1016/S0140-6736(20)30367-6

¹⁸ Samus QM, Sloan D, Leoutsakos JMS, Black BS, Johnston D. Common unmet needs of dementia caregivers and how these differ by disease state and race. *Innovation in Aging*. 2019;3(Suppl 1):S550

¹⁹ Samus Q, Johnston D, Lyketsos K, Reuland M. Resource Center for Minority Aging Research PreConference Workshop: Reducing Care Needs for Older Adults with Dementia: The MIND at Home studies. In: *Gerontological Society of American 2020 Annual Conference*. Gerontological Society of America; 2020.

For contracts which include direct patient care or service delivery through a program, the ADA requires entities provide full and equal access for people with disabilities. This includes, but is not limited to:

- reasonable modifications of policies, practices, and procedures;
- effective communication; and
- accessible facilities.

Approach and Scope of Work

3.2.2 Approach

- A. Describe the proposed features for the messages and ads (digital and traditional media).
- B. Describe how the ads will reach the targeted populations and attract their attention, especially diverse populations and persons with disabilities, and maintain “brand awareness.”
- C. Describe any innovative features that will be used.
- D. Describe sizes and uses of proposed materials.
- E. Provide recommendations for placement and evaluation methods.

3.2.3 Work Plan and Timeline

- A. Provide a work plan outlining the specific, realistic timeline of the development of video/social media, radio and/or print banners, and provide recommendations for placement and evaluation methods.
- B. Identify all staff responsible for working on this project.

3.2.4 Creative Brand/Messages/Graphics

- A. The Contractor, in coordination with the Center, shall use current research to design, develop, and support implementation of a strategic and comprehensive multimedia campaign. This includes developing key messages and producing ads (video, static and/animated) for placement online, social media, outdoor, radio and/or print with a focus on assets deemed most appropriate for reaching target audiences.
- B. Edits may be required after Departmental review. All produced messages will be the property of MDH and must be approved by MDH prior to placement/airing. The Center will provide any required logos and other mandatory tags, or disclaimers as needed to be placed in ads.
- C. All campaign materials must comply with the branding and communication standards of the Maryland Department of Health; MDH will provide branding guidelines upon award of this Contract.
- D. The Contractor shall be responsible for all creative services necessary for production, including, but not limited to, filming, dubbing, recording, editing, and photographic services/photo shoots, as necessary. The Contractor shall include a stakeholder toolkit with campaign assets that will help the Center’s stakeholders and partners distribute campaign information. The Contractor shall provide a file sharing program for the Center to review and approve campaign materials.

Final products must be ready for the perpetual use of the Center for future campaigns at no additional cost. The Contractor shall purchase all rights to any images, photos, pictures, music, etc. used in conjunction with the TV and print ads. The Center will own the rights for all materials purchased. If talent will be used in the ads, all associated talent fees (union or non-union) must be covered by the Contractor for indefinite use by the Center. All arrangements and coordination for production and talent shall be made by the Contractor, and these costs shall be included in the budget proposal. Copies of all agreements and contracts must be provided to the Center to have on file.

- E. The Contractor shall provide the Center with “ready-to-use” files in broadcast quality format for social media and various alternative media outlets such as, gas station, TV, movie screen media, and print ads, as well as any other necessary files required by the Center.

3.2.5 Ownership and Rights of Materials

- A. Work produced as a result of this solicitation is and shall remain the sole property of the Department. The

Contractor agrees that, always during the term of this contract and thereafter, the works created, and services performed shall be “works made for hire” as that term is interpreted under the federal copyright law. **All materials developed will remain the property of the State of Maryland. All related fees must be included in the final proposal price.**

- B. Final products must be available for the perpetual use of the Department for future campaigns at no additional cost. If talent is used, all talent fees and other related costs must be bought out for the indefinite use by the Department. Signed contracts and proof of talent buy-out must be provided to the Department to keep on file. If stock photos and/or artwork are purchased, proof of buy-out must be provided to the Department to keep on file. The Contractor shall provide all material files in a variety of electronic formats as deemed necessary by the Department.

3.2.6 Staffing/Relevant Experience

3.2.6.1 Relevant Experience

- A. The Contractor shall provide and explain relevant reference materials to demonstrate experience, including 2-3 samples of similar work produced (samples can be included as attachments and are not required to be part of the six-page limit). Sample materials can be returned to the Offeror after review by the evaluation committee. The Contractor must state this in their proposal and provide a return address for the materials to be mailed.
- B. The Contractor shall provide a minimum of two letters of reference from other agencies with whom the organization has collaborated or from former or current clients.
- C. The Contractor shall describe prior projects and/or materials developed as part of the agency’s portfolio that are focused on health-related topics and achieved desired results.

3.2.7 Meet virtually with the Center project team

- A. Within two (2) week after the award for an initial planning meeting;
- B. Monthly for progress updates, to review work, and provide direction/feedback; and
- C. As needed to meet contract requirements.

3.2.8 Reporting

- A. The Contractor shall provide monthly progress reports due on the 15th of each month documenting the previous month’s work, in a format provided by the Center. Monthly reports shall summarize the development, execution, and effectiveness of the messaging and assets and completion of Contract deliverables.
- B. By May 1, 2023, the Contractor shall complete a final report, using a template provided by the Center, summarizing the development, execution, and effectiveness of the messaging and assets and completion of Contract deliverables.

3.2.9 Conflict of Interests- The Contractor shall disclose all conflicts of interest (obvious and non-obvious), if any, and describe in detail how the conflicts of interest will be ameliorated. If the Offeror is receiving other funding for chronic disease management efforts, please describe how this funding is being used and the source of the funding.

3.3 Invoicing

3.3.1 General

(a) All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

(b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

3.3.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

The Contractor shall submit invoices by the 15th of the month following the month in which services were performed. The final invoice must be submitted by April 15, 2023.

SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

- Volume I – TECHNICAL PROPOSAL
- Volume II – FINANCIAL PROPOSAL

4.2 Proposals

4.2.1 Proposals must be submitted by email to the email address listed on the Key Information Summary Sheet. The Procurement Officer will not accept submission after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the Procurement Officer email box. Time stamps on outgoing email from Applicants shall not be accepted.

4.2.1.1 The email submission subject line shall state the RFP Title and number and either Technical Proposal or Budget Narrative.

- 4.2.1.2 Two Part Submission:
A. Technical Proposal (See 4.3.)
B. Financial Proposal (See 4.4)

4.2.2 Proposals will be shown only to State employees, members of the Evaluation Committee, or other persons deemed by the Department to have a legitimate interest in them.

***All information submitted as part of this proposal is subject to release under the Public Information Act (PIA). If you would like the Maryland Department of Health (MDH) to consider redactions in the event that your proposal is subject to a PIA request, submit a proposed PIA copy including justifications for each redaction and under what statute that justification is qualified for redaction.**

4.3 Volume I – Technical Proposal

Note: No pricing information is to be included in the Technical Proposal (Volume 1). Pricing information is to be included only in the Financial Proposal (Volume II).

4.3.1 The Technical Proposal shall include the following documents and information in the order specified as follows:

4.3.1.1 Transmittal Letter:

- Offeror;
- Solicitation Title and Solicitation Number that the Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
- Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
- Offeror's eMMA number;
- Offeror's MBE certification number (if applicable);
- Offeror's SBR number (if applicable) – please contact eMMA at 410-767-1492 if you don't know your number.

4.3.1.2 Minimum Qualifications Documentation (If applicable)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 "Offeror Minimum Qualifications."

4.3.1.3 Offeror Technical Response to RFP Requirements and Proposed Work Plan:

a. The Offeror shall address each Scope of Work requirement (Section 3.2) in its Technical Proposal and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work (Section 3.2) requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.

b. The Offeror shall give a definitive description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Offeror in providing the required services as outlined in RFP Section 3, Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.

c. The Offeror shall acknowledge they have read the American with Disabilities Act Statement in Section 3.2.1 and will meet all requirements.

4.3.1.4 Signed W-9 with Contact Person Names and Phone Number

4.4 Volume II – Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in Section 4.2 “Proposals,” the Offeror shall submit an original unbound copy of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Exhibit B**. The Offeror shall complete the Financial Proposal Form only as provided in the RFP.

SECTION 5 – EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE

5.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

5.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance.

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance.

5.2.1 To what extent did the Offeror demonstrate the inclusiveness of disproportionately-impacted populations and under-resourced communities in the creation of dementia awareness campaign messages and graphics from planning to implementation (see section 3.2.1, 3.2.2). Offerors must ensure the needs of persons with disabilities and other vulnerable populations are considered in their proposals. For proposals including meetings, workshops, conferences, or other community events, and where services are consumed by the general public, Offerors must outline strategies they will employ to:

- a. eliminate anticipated barriers to participation by persons with disabilities described within the work plan;
- b. ensure that facilities and venues are accessible;
- c. allow for communication materials to be developed in an accessible format or provide access to alternative formats.

5.2.2 Did the Offeror acknowledge agreement to meet the Americans with Disabilities Act Statement in Section 3.2 and will meet all requirements. Yes/No

5.2.3 Staffing/ Relevant Experience (see section 3.2.6) – The extent to which the Offeror:

- a. Has experience and capability to develop and produce messages, graphics, video and print ads that meet the goals of the Department, describes and provides examples of 2-3 prior projects/materials with a health focus, and identifies who will be responsible for working on this project.
- b. Submitted two letters of support from agencies with whom the organization has collaborated or from former or current clients.

5.2.4 Approach (see section 3.2.2) – The extent to which the Offeror:

- a. Described the proposed features, sizes and uses for the messaging and graphics
- b. Describe how the ads will reach the targeted populations and attract their attention, especially diverse populations and persons with disabilities, and maintain “brand awareness.”

5.2.5 Work Plan/Timeline (see section 3.2.3)– The extent to which the Offeror:

- a. Provided a work plan that includes a realistic timeline and identified all staff responsible for working on the project.

5.2.6 Conflicts of Interest (see section 3.2.9)

- a. Did the offeror disclosed any conflicts of interest (obvious and non-obvious) and how they would be ameliorated. Yes or No

5.3 Financial Proposal Evaluation Criteria

All Qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Exhibit B** - Financial Proposal Form. In cases where the financial cost is fixed, then only the technical proposals are ranked.

5.4 Selection Procedures

5.4.1 General

The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The Competitive Sealed Proposals method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.

In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible and/or an Offeror’s Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award. If the State finds an Offeror to be not responsible and/or an Offeror’s Technical Proposal to be not reasonably susceptible of being selected for award, that Offeror’s Financial Proposal will be returned if the Financial Proposal is unopened at the time of the determination.

5.4.2 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive equal weight with financial factors.

RFP ATTACHMENTS

EXHIBIT B – Financial Proposal Form

This must be completed and submitted with the Technical Proposal in a separate envelope.

ATTACHMENT A – Contract

This is the sample contract used by the Department. **It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time.** Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies if submission is required by mail within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Proposal Affidavit

This must be completed and submitted with the Technical Proposal.

ATTACHMENT C – Work Plan Template This is a sample work plan template which is optional. Contractor may use a template of their choosing.

ATTACHMENT D – Project Management Plan example

EXHIBIT B – FINANCIAL PROPOSAL FORM

FINANCIAL PROPOSAL FORM

The Financial Proposal shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Form format. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit costs for each option year. Failure to adhere to any of these instructions may result in the financial proposal being determined non-responsive and rejected by the Department.

Price is based on Section III at a Total Cost of: \$_____.

Submitted By:
Authorized Signature: _____ Date: _____

Printed Name and Title: _____

Company Name: _____

Company Address: _____

Location(s) from which services will be performed (City/State): _____

FEIN: _____

eMMA #: _____

Telephone: (_____) _____ -- _____

Fax: (_____) _____ -- _____

E-mail: _____

Procurement Id # PHPA-1973/BPM033915

Closing Date: December 14, 2022@ 3:00p.m. Local Time

ATTACHMENT A – CONTRACT

**STATE OF MARYLAND
DEPARTMENT OF HEALTH
SMALL PROCUREMENT CONTRACT**

THIS CONTRACT (the “Contract”), is made as of the		day of		, 20		by and between
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the STATE OF MARYLAND, acting through the DEPARTMENT OF HEALTH (“Department”), and

(“Contractor”) whose principal office in Maryland is

and whose principal business address is

(Please note that this template provides to you the clauses that are necessary for all small procurements. Your particular procurement may need additional clauses or provisions, such as those that are typically found in the standard solicitation templates and contracts (e.g., security provisions, rights in records, intellectual property, designation of the contract monitor, etc.)

The parties agree as follows:

1. Scope of Contract.

(a) The Contractor shall provide the following goods or services:

(Insert Contract Specifications here. Any product or service deliverables, milestones, or deadlines must be identified. The specifications must clearly articulate what the State will be purchasing via this contract. Readers should understand exactly what the State is buying. The specifications need to be clearly written so that payment can be made appropriately, work (un)performed can be identified, and the contractual rights of the State can be enforced. If there is a written scope of work/solicitation, you can refer to it here.)

The scope of work or solicitation dated		is attached and incorporated by reference as Exhibit		. The
---	--	--	--	-------

Contractor’s bid or proposal dated		is attached and incorporated by references as Exhibit		. If there
------------------------------------	--	---	--	------------

Is any conflict between this Contract and any exhibits incorporated by reference, the terms of this contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision: Exhibit A – the scope of work or solicitation and Exhibit B – the Contractor’s bid or proposal.

(b) **Changes.** This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).

2. Term of Contract. The term of this Contract shall be for the period of

		, 20	throu	gh		, 20	
--	--	------	-------	----	--	------	--

3. Compensation and Method of Payment.	
(a) Compensation. The total compensation for services to be rendered by the Contractor shall not exceed \$_____. (Insert the appropriate dollar amount for this Contract. The amount may not exceed \$50,000.)	
(b) Method of Payment. The Department shall pay the Contractor no later than thirty (30) days after the Department receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.	
(c) Tax Identification Number. The Contractor's Federal Tax Identification Number is _____	
	. The Contractor's Social Security Number is _____
	(Individual Contractor Only). Contractor's Federal Tax Identification Number (or _____
	Social Security Number - Individual Contractor Only) shall appear on all invoices submitted by the Contractor to the Department for payment.
(d) Invoicing. All invoices for services shall be signed by the Contractor and submitted to the Procurement Officer. All invoices shall be submitted in triplicate no later than the 15th of the month for the preceding calendar month. (The invoice schedule may be adjusted to meet your particular needs. The 15th of the month billing cycle is fairly typical, but not required.) All invoices shall include the following information:	
<ul style="list-style-type: none"> ● Contractor name; ● Remittance address; ● Federal taxpayer identification number (or if sole proprietorship, the individual's social security number); ● Invoice period; ● Invoice date; ● Invoice number ● State assigned Contract number; ● State assigned (Blanket) Purchase Order number(s); ● Goods or services provided; and ● Amount due. 	
Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.	
4. Procurement Officer.	The Department designates _____
to serve as Procurement Officer for this Contract. All contact between the Department and the Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.	
5. Disputes. Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.	
6. Termination for Convenience. The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State 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 may not be reimbursed for any anticipatory profits which 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 COMAR 21.07.01.12(A)(2).

7. Termination for Default. If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

8. Termination for Nonappropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

9. Non-Discrimination in Employment. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.

10. Maryland Law Prevails. The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.

11. Anti-Bribery. The Contractor certifies that, to the Contractor’s best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business’s contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

12. Commercial Non-Discrimination Policy. The Contractor shall comply with the provisions of State Finance and Procurement Article, Title 19, Annotated Code of Maryland.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR		STATE OF MARYLAND DEPARTMENT OF HEALTH	
		(Seal)	
By:		B y :	

(Printed Name and Title)		(Printed Name and Title)
Date		Date
<p>Attachments: Exhibit A: Scope of Work or Solicitation Exhibit B: Bid or Proposal</p>		

ATTACHMENT B – Proposal Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/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/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror 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/Offeror 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/Offeror 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/proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/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/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/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror 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/proposal 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 21.11.13; 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 name(s) of person(s) involved, and their current positions and responsibilities with the business):

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/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/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) above, 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):

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 name(s) of the person(s) 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).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and 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):

G. SUBCONTRACT 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/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/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/proposal 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, State Department of Assessments and Taxation, and 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:

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. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §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.

O. 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/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.

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
Printed Name of Authorized Representative and Affiant

Title: _____
Title

Date: _____
Date

ATTACHMENT C
Work Plan Template (Sample)

Instructions:

1. Use the work plan template to outline strategy, objectives, and activities for the project period. **Add additional sections or rows as necessary.** Refer to the following definitions for use in this document:
 1. **Outcome Objectives:** Measurable changes in supportive policy, systems, or environments. Objectives must be SMART (Specific, Measurable, Achievable, Realistic, Time-phased). CDC Guide to Writing SMART Objectives: <http://www.cdc.gov/healthyyouth/evaluation/pdf/brief3b.pdf>
 2. **Activities:** A list of key actions that will be implemented. If possible, these actions should be specific, measurable, and adequate in quantity such that their completion should lead to the accomplishment of the outcome objective.

Jurisdiction:	
Contact Person:	
Email Address:	
Phone Number:	

Strategy #1:				
Outcome Objective #1:				
Activity	Person Assigned	Key Partners	Measure	Timeline

Strategy #2:				
Outcome Objective #1:				
Activity	Person Assigned	Key Partners	Measure	Timeline

Strategy #3:				
Outcome Objective #1:				
Activity	Person Assigned	Key Partners	Measure	Timeline

ATTACHMENT D- Project Management Plan Example

Project Management Plan Example

PROJECT TITLE	
PROJECT MANAGER	
COMPANY NAME	
DATE	

TASK ID	TASK TITLE	TASK OWNER	START DATE	DUE DATE	DURATION IN DAYS	PCT OF TASK COMPLETE	PHASE ONE			PHASE TWO			PHASE THREE																									
							WEEK 1		WEEK 2		WEEK 3		WEEK 4		WEEK 5		WEEK 6		WEEK 7		WEEK 8		WEEK 9															
							M	T	W	R	F	M	T	W	R	F	M	T	W	R	F	M	T	W	R	F	M	T	W	R	F	M	T	W	R	F		
1	Project Conception and Initiation																																					
1.1	Project Charter	Leon W	03/12/23	03/15/23	3	100%																																
1.1.1	Project Charter Revisions	Kylie R	03/15/23	03/16/23	1	100%																																
1.2	Research	Pete S	03/15/23	03/21/23	6	90%																																
1.4	Stakeholders	Allen W	03/17/23	03/22/23	5	70%																																
1.6	Project Initiation	Malik M	03/23/23	03/23/23	1	50%																																
2	Project Definition and Planning																																					
2.1	Scope and Goal Setting	Steve L	03/24/23	03/28/23	4	5%																																
2.2	Budget	Allen W	03/29/23	04/02/23	4	30%																																
2.3	Communication Plan	Malik M				0%																																
3	Project Launch and Execution																																					
3.1	Status and Tracking	Pete S				0%																																
3.3	Project Updates	Pete S				0%																																
4	Project Performance / Monitoring																																					
4.1	Project Objectives	Steve L				0%																																
4.2	Quality Deliverables	Allen W				0%																																
4.3	Effort and Cost Tracking	Malik M				0%																																
4.4	Project Performance	Malik M				0%																																

Source: <https://www.smartsheet.com/sites/default/files/2019-11/IC-Simple-Gantt-Chart-Template-8640-V1.xlsx>

