



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

EXHIBIT A

REQUEST FOR PROPOSALS (RFP)

PROCUREMENT ID NUMBER – PHPA 1377 BPM022313

Issue Date: January 13, 2021

Diabetes Action Plan Logo and Digital Media Campaign Design

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: **Diabetes Action Plan Branding and Digital Media Campaign Design**

Solicitation Number: **PHPA 1377 BPM022313**

RFP Issue Date: **January 13, 2021**

RFP Issuing Office: **Maryland Department of Health
Center for Population Health Initiatives**

Procurement Officer: **Robert Bruce
Chief Operations Officer
Prevention and Health Promotion Administration
201 W. Preston Street, Room 322, Baltimore, MD 21201
Phone: (410) 767-0783
e-mail: robert.bruce@maryland.gov**

Contract Monitor: **Lisa Marr
Maryland Department of Health
Center for Population Health Initiatives
201 W. Preston Street, 5th Floor, Baltimore, MD 21201
(no phone or fax)
lisa.marr@maryland.gov**

Proposals are to be sent to: **Maryland Department of Health
Prevention and Health Promotion Administration
201 W. Preston Street, Room 320B, Baltimore, MD 21201
Phone: (410) 767-0783
e-mail: phpa.procurement@maryland.gov
Attention: Robert Bruce PHPA 1377 BPM022313**

Closing Date and Time: **February 4, 2021 at 2:00PM Local Time**

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Maryland Department of Health (MDH or the Department), Center for Population Health Initiatives (CPHI), is issuing this Request for Proposals (RFP) to develop and design a logo branding the outreach and implementation of Maryland's Diabetes Action Plan. CPHI is also seeking the design and development of a digital media campaign focused on both people with diabetes and at risk for type 2 diabetes taking action. Both the logo and digital marketing campaign will be statewide reaching all 24 Maryland jurisdictions and require supporting materials.
- a. Logo— The logo will be used to brand the outreach and implementation of the Diabetes Action Plan over the next 5 years.
 - b. Digital Media Campaign – Is centered around people with diabetes AND people at risk for developing type 2 diabetes. The objective of the digital media campaign is to increase awareness of the risk of type 2 diabetes in Maryland adults with diabetes or at risk for type 2 diabetes and have them take action:
 - i. Take an online screening test to find out risk for type 2 diabetes.
 - ii. Talk to their doctor about their risk for type 2 diabetes. Engage in a lifestyle change program to delay onset of prediabetes such as the National Diabetes Prevention Program.
 - iii. People with diabetes enroll in a Diabetes Self-Management Program.
 - iv. Engage in behealthymaryland.org website.

**Note, this is a design and development contract only. Placement is not included.*

- 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 will start around February 15, 2021 and end June 30, 2021. For commodities, the anticipated delivery date is March 19, 2021.
- 1.1.3 The Department intends to make a single award not to exceed \$50,000 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:

Robert Bruce
Chief Operations Officer
Prevention and Health Promotion Administration

201 W. Preston Street, Room 322, Baltimore, MD 21201

Phone: (410) 767-0783

E-mail: robert.bruce@maryland.gov

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

1.5 Contract Monitor

The Contract Monitor is:

Lisa Marr
Maryland Department of Health
Center for Population Health Initiatives
201 W. Preston Street, 5th Floor
Baltimore, MD 21201
E-mail: lisa.marr@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 2:00PM Local Time on February 4, 2021 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.

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.

The Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

- 2.1.1 The Offeror shall list working knowledgeable experience of outlined deliverables. As proof of meeting this requirement, the Offeror shall provide with its Proposal three (3) references from the past five years able to attest to the Offeror's experience in health-related branding and digital media campaigns.
- 2.1.2 The Offeror shall be certified by the Maryland Insurance Administration. As proof of meeting this requirement, the Offeror shall provide with its Proposal a current certificate issued by the Maryland Insurance Administration evidencing the Offeror's certification.

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SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

Diabetes is known as the silent epidemic. 2.1 million Maryland adults have diabetes and prediabetes. 1.6 million Maryland adults have prediabetes. 9/10 people with prediabetes do not know they have it.

Healthcare costs for people with diabetes are 2-3 times higher than those without diabetes.

<https://www.diabetes.org/resources/statistics/cost-diabetes>.

Diabetes has significant negative impact on overall health and can have specific dire consequences, such as loss of limb, loss of sight and can contribute to cardiovascular disease when not well managed. Proven programs exist to manage the effects of diabetes for people who have diabetes. Proven programs exist that can delay or prevent conversion from prediabetes to type 2 diabetes. Individuals who know they are at risk are much more likely to seek medical care and programs that are proven to delay or prevent the onset of type 2 diabetes for those with prediabetes.

In November of 2019 the Maryland Department of Health (MDH) released Maryland's Diabetes Action Plan. This inaugural plan provides information on the disease burden in Maryland and best practices for all partners to implement over the next 5 years to reduce the disease burden due to diabetes and to achieve improved health for the residents of Maryland. The Plan incorporates action steps and serves as the State's guide to prevent and manage diabetes. The Plan can be viewed on the MDH website, <https://phpa.health.maryland.gov/CCDPC/Pages/diabetes-action-plan.aspx>.

The Plan addresses diabetes across the continuum. There is a role for everyone to play to prevent and manage diabetes. The Plan outlines multiple partners to engage for the State to be successful; they include, but are not limited to: health care providers, health systems, community partners, schools, employers, payors and local governments. The branding materials created through this RFP process will be used in outreach to all Maryland partners.

The State is issuing this solicitation for the purposes of development and design of (1) a logo branding the outreach and implementation of Maryland's Diabetes Action Plan and (2) a digital media campaign to encourage people with diabetes and at risk for type 2 diabetes taking action.

3.2 Scope of Work - Requirements

The Contractor shall:

3.2.1 General Requirements

CPHI is seeking the services of a Contractor to develop and design a logo branding the outreach and implementation of Maryland's Diabetes Action Plan and a digital media campaign to encourage people with diabetes and at risk for type 2 diabetes to take action.

- a. **Logo and Branding Concept** – CPHI will provide conceptual input and creative direction for the logo. This will be used on all outreach and communication materials associated with the implementation of the Diabetes Action Plan and its goal to reduce the burden of diabetes in Maryland and improve health.
- b. **Digital Media Campaign** – CPHI is seeking the services of a Contractor to design and produce a digital media campaign to encourage people with diabetes and at risk for type 2 diabetes to take action.
 - i. Goal is increasing awareness of the risk of type 2 diabetes in Maryland adults and prompting those who may be at increased risk to take action and change behaviors. The key to reducing diabetes in Maryland is behavior change, with awareness of the risk as the necessary first step. CPHI will provide conceptual input and creative direction. This will be a statewide

campaign reaching all 24 Maryland jurisdictions and require supporting materials. Behavior changes include:

1. Take an online screening test to find out their risk for type 2 diabetes.
 2. Talk to their doctor about their risk for type 2 diabetes.
 3. Engage in a lifestyle change program to delay onset of prediabetes such as the National Diabetes Prevention Program (NDPP).
 4. Engage with the behealthymaryland.org website and the information and resources provided there.
- ii. Goal is increasing enrollment in Diabetes Self-Management Programs (DSMES). The materials are intended to prompt behavior change in Maryland residents to reduce diabetes and promote better self-management of diabetes. CPHI will provide conceptual input and creative direction. This will be a statewide campaign reaching all 24 Maryland jurisdictions and require supporting materials.
- c. Edits may be required subsequent to Departmental review and running of the ads. All produced messages and campaign materials will be the property of MDH. The Contractor will provide CPHI with all in design, logo, links and any other files requested as a result of the contract. *CPHI will provide any required MDH logos and other mandatory tags or disclaimers as needed to be placed in ads.*
- d. The Contractor shall be responsible for all creative services necessary for design and production, including, but not limited to, design, filming, dubbing, recording, editing, and photographic services, as necessary. The selected Contractor shall provide a file sharing program for CPHI to review and approve ads.
- e. Final products must be ready for the perpetual use of CPHI 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 digital media ads. CPHI/MDH 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 selected Contractor for indefinite use by CPHI/MDH. All arrangements and coordination for production and talent shall be made by the selected Contractor, and these costs shall be included in the budget proposal. Copies of all agreements and contracts must be provided to CPHI to have on file.
- f. The Contractor shall provide CPHI with “ready-to-use” files in high resolution format for online use, as well as all necessary design files, photos and links.
- g. The Contractor shall coordinate with the vendor(s) selected to place the ads by providing all necessary files and information to these vendors. The Contractor must confirm with all parties that they can accept the files and formats and make necessary changes (if any) to the files in order to complete ad placement. Expected timeframe for file delivery is *on or about* March 19, 2021. Files shall be delivered to vendors *and* to CPHI. CPHI will provide the vendor names to the selected Contractor at the appropriate time. ***NOTE: ad placement is NOT a part of this contract.**

3.2.2 Deliverables

- a. The Contractor will provide a work plan outlining the timeline for development of creative for a logo concept as well as multiple ads, detailed below, to be used on digital media platforms such as social media and targeted online platforms focused on people with diabetes and people at risk for type 2 diabetes. Ads should be made available in English and Spanish (linguistically and culturally correct) based on creative discussions with CPHI.
 - i. Within one week of award, the selected Contractor will have an online meeting with CPHI staff to finalize the project timeline and production schedule. At that meeting, the Contractor

and CPHI will also review deliverables, goals and objectives, target audiences, budget, and other issued related to the Contract. Regular meetings with representatives from CPHI will then be held on a weekly basis, or more often as necessary, to work through and obtain approvals for the deliverables that are outlined below.

- ii. Within 2 weeks of the planning meeting with the Contractor and CPHI, the Contractor will attend a meeting convened by CPHI with the placement vendor to finalize the sizes and specs of the digital ads.

b. **Logo and Branding Concept.** The Contractor will develop a logo and branding concept for the Department to use on all Diabetes Action Plan (DAP) related materials. Logo should be made available in English and Spanish based on creative discussions with CPHI. The Contractor will provide CPHI with “ready-to-use” files in high resolution format for online use, as well as all necessary design files, photos and links, such as In-designed files, and/or all appropriately developed production materials or elements to be used to produce the logo.

- i. Logo in png and jpeg formats.
- ii. Two (2) 8 ½ x 11 letter sized templates to be used for outreach to all sectors identified in the DAP. Design of page 1 and page 2 for each.
- iii. Two (2) 4x6 postcard sized templates to be used for outreach to all sectors identified in the DAP. Design of front and back for both.

c. **Digital Materials development and design for people at risk for or who may be at risk for developing type 2 diabetes.** The Contractor will develop a minimum of 6 (6) campaign brand concepts and a minimum of 6 (6) creative approaches for digital media. Creative should include a minimum of two (2) video shorts using live action shots. The Contractor will integrate these creative concepts and messaging to create mock-up communication tools for audience testing. Ads should be made available in English and Spanish (linguistically and culturally correct) based on creative discussions with CPHI.

- i. **Audience testing.** The Contractor will conduct focus group and/or usability testing for the brand and creative concepts, messaging and tools. Based on the results of this audience testing, the Contractor will then make necessary modifications to the selected brand concept and materials.
- ii. **Development of production ready materials.** The Contractor will provide CPHI with “ready-to-use” files for all six (6) ads in high resolution format for online use, as well as all necessary design files, photos and links, such as In-designed files, and/or all appropriately developed production materials or elements to be used to produce still and video media.
- iii. All 6 website and video ads to include (subject to changes resulting from the meeting with the placement vendor as described at a, ii above) the following sizes.
 1. 320x50 (pixels)
 2. 728x90
 3. 300x250
 4. 300x600

d. **Digital Materials development and design for people with diabetes.** The Contractor will develop a minimum of three (3) campaign brand concepts and a minimum of three (3) creative approaches for digital media. Creative should include a minimum of one (1) video short using live action shots. The Contractor will integrate these creative concepts and messaging to create mock-up communication tools for audience testing. Ads should be made available in English and Spanish (linguistically and culturally correct) based on creative discussions with CPHI.

- i. **Audience testing.** The Contractor will conduct focus group and/or usability testing for the brand and creative concepts, messaging and tools. Based on the results of this audience testing, the Contractor will then make necessary modifications to the selected brand concept and materials.
- ii. **Development of production ready materials,** The Contractor will provide CPHI with “ready-to-use” files in high resolution format for all three (3) ads for online use, as well as all necessary design files, photos and links, such as In-designed files, and/or all appropriately developed production materials or elements to be used to produce still and video media.
- iii. All 3 website and video ads to include (subject to changes resulting from the meeting with the placement vendor as described at a, ii above) the following sizes.
 1. 320x50 (pixels)
 2. 728x90
 3. 300x250
 4. 300x600
- e. In addition to the digital campaign the Contractor will provide a minimum of four (4) print advertisements using still images and appropriate copy from the digital ads. These print ads will complement the digital ads and will be used for future advertising on mass transit, billboards, or printed publications. Ads should be made available in English and Spanish (linguistically and culturally correct) based on creative discussions with CPHI.

3.2.3 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 selected Contractor agrees that, at all times 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 photo and/or artwork are purchased, proof of buy-out must be provided to the Department to keep on file. The selected Contractor shall provide all material files in a variety of electronic formats as deemed necessary by the Department.

3.2.4 Budget

The Contractor shall prepare and submit as a separate document a simplified budget line item and budget narrative for all estimates of time and dollars spent on the individual aspects of the logo and 2-part digital media campaign as outlined in the specifications section of this document. Sample Budget Narrative and Budget line item can be found at the end of the document.

3.2.5 Report

The Contractor will provide CPHI with a final report summarizing logo and digital media campaign development and design.

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:

1. Upon completion and delivery of the logo design and template.
2. Upon completion and delivery of the still digital media ads for people with diabetes and people at risk for type 2 diabetes.
3. Upon completion and delivery of the video short ads for people with diabetes and people at risk for type 2 diabetes.

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 Offerors must submit Proposals by the email listed on the Key Information Summary Sheet. The Procurement Officer will not accept submissions 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 Officers email box. Time stamps on outgoing email from Contractors shall not be accepted.

4.2.1.1 The email submission subject line shall state the RFP Title and Solicitation Number (and either “Technical” or “Financial.”)

4.2.1.2 Two Part Submission:

A. Technical Proposal consisting of:

1. Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
2. Technical Proposal in searchable Adobe PDF format

B. Financial Proposal consisting of:

1. Financial Proposal (Exhibit B) and all supporting material,

4.2.2 In addition to email, Offeror’s may also submit proposals through Fedex or UPS using the following format:

Volume I – Technical Proposal, and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, email address, and telephone number of the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original*, so identified, and Four (4) copies. Unless the resulting package will be too unwieldy, the State’s preference is for the two (2) sealed Volumes to be submitted together in a single package including a label bearing:

- The RFP title and number,
- Name and address of the Offeror, and
- Closing date and time for receipt of Proposals

To the Procurement Officer prior to the date and time for receipt of Proposals (see Section 1.8 “Proposals Due (Closing) Date and Time”).

4.2.3 Proposals and any modifications to 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) 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.
 - a. 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.
- b. **Organizational Capability.** How the agency is organized and who will be responsible for working on this project. The experience and capabilities of the organization and individuals relevant to accomplishing this project. Descriptions of prior projects and/or materials developed as part of the agency's portfolio, those that are focused on health-related topics and which achieved the desired results.

- c. Submit a required minimum of three (3) letters of recommendation from other agencies with whom the organization has collaborated or from former or current clients. Provide and explain relevant reference materials to demonstrate past 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 Offeror must state this in their proposal and provide a return address for the materials to be mailed.*
- d. Describe features for ads that will continue to reach the targeted population (people who are overweight, adults 40 and above, inclusive of African American, Hispanic, Asian, and white populations) with messaging. Describe any innovative features that will be utilized. Describe how the print ads will complement the digital media to form a unified campaign.
- e. Provide a description of any value-added component(s).
- f. Offerors 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 prediabetes and diabetes management efforts, please describe how this funding is being used and the source of the funding.
- g. Offerors shall prepare and submit as a separate document a simplified budget outlining estimates of time and dollars spent on designing, producing and delivering each component as outlined in the scope of work section of this RFP. Please provide a detailed, line item description for each budget item.
 - 1. A Budget Narrative shall be included in this document. The narrative must not include any dollar amounts. The budget narrative must only include the percentage of time allocated for the specific aspects of the overall budget for each line item and an explanation for why this time was allocated and how this time will be used to accomplish the materials outlined in the specifications section of this RFP.

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.

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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 State will evaluate proposals based on the following evaluation criteria. These are listed in descending order of importance.

A. Organizational Capability:

1. Extent of experience in providing logo branding and digital media campaign development and design expertise that will reach the intended audience of this campaign. Experience working with government, public health and non-profit organizations, especially in chronic disease programs.
2. Extent to which the organization has the capability to successfully implement the proposed plan outlined in the Technical Proposal with an aggressive timeline.

B. Activity Plan:

1. Appropriate plan of action that communicates a clear approach and explanation of how the contractor intends to complete all aspects of the logo branding and digital media campaigns.
2. Relevant justification for the selected approach.
3. Strength of focus group testing.
4. Does the proposal include all deliverables outlined in the scope of work.

C. How strong is the Offeror's value-added component?

D. Budget Proposal:

1. Is the budget allocated for the specific aspects outlined in the specifications section appropriate and/or reasonable and is the budget narrative clear, thoughtful and easy to understand?
2. Does the budget comply with the parameters stated in the solicitation?

E. Does the Offeror have any conflicts of interest?

5.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see Section 5.5.2.4) 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

RFP ATTACHMENTS

EXHIBIT B – Financial Proposal Form

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

EXHIBIT C – Budget Narrative

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 of the Contract 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.

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: _____

Budget Item	Cost
Logo development and templates (include break down of costs)	
Digital design and development – People at Risk for Type 2 Diabetes and People with Diabetes Still Ads (include breakdown of costs)	
Digital design and development – People at Risk for Type 2 Diabetes and People with Diabetes Video Ads (include breakdown of costs)	
List any other costs here	
Total Cost	

TOTAL COST MUST NOT EXCEED \$50,000. * Line item breakdown is for informational purposes only. Financial proposals will be ranked based on the Total Cost

BUDGET NARRATIVE TEMPLATE

Sample Line Item Justification

Personnel (Preventionist): \$15,600

Justification: The Preventionist will be responsible for: conducting project-related relationship-building activities with new and existing partners; developing informational materials for community leaders and the public, including fact sheets and social media posts related to the project topic; coordinating and facilitating monthly project meetings with partners; conducting awareness-building activities within key demographic areas in the community to engage the project target audience; developing and providing professional training at targeted local governmental agencies and private businesses; attending community events relevant to the project and the project’s partners. The Project Coordinator will also attend RISEMD meetings, collect data, conduct evaluation activities, prepare reports, and act as a liaison with the MDH Grant Monitor.

\$30/hr x 520 hours = \$15,600

ATTACHMENT A – CONTRACT

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

THIS CONTRACT (the “Contract”), is made as of the ___ day of _____ by and between the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH (“Department”), and _____ (“Contractor”) whose principal office in Maryland is _____ and whose principal business address is _____.

The parties agree as follows:

1. The Scope of the Contract

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

a. General Requirements

The Contractor will develop and design a logo branding the outreach and implementation of Maryland’s Diabetes Action Plan and a digital media campaign to encourage people with diabetes and at risk for type 2 diabetes to take action.

- i. **Logo and Branding Concept** – The Contractor will design, with CPHI conceptual input and creative direction, a logo and branding concept. This will be used on all outreach and communication materials associated with the implementation of the Diabetes Action Plan and its goal to reduce the burden of diabetes in Maryland and improve health.
- ii. **Digital Media Campaign** – The Contractor will design and produce a digital media campaign to encourage people with diabetes and at risk for type 2 diabetes to take action.
 1. Goal is increasing awareness of the risk of type 2 diabetes in Maryland adults and prompting those who may be at increased risk to take action and change behaviors. The key to reducing diabetes in Maryland is behavior change, with awareness of the risk as the necessary first step. CPHI will provide conceptual input and creative direction. This will be a statewide campaign reaching all 24 Maryland jurisdictions and require supporting materials. Behavior changes include:
 - a. Take an online screening test to find out their risk for type 2 diabetes.
 - b. Talk to their doctor about their risk for type 2 diabetes.
 - c. Engage in a lifestyle change program to delay onset of prediabetes such as the National Diabetes Prevention Program (NDPP).
 - d. Engage with the behealthymaryland.org website and the information and resources provided there.
 2. Goal is increasing enrollment in Diabetes Self-Management Programs (DSMES). The materials are intended to prompt behavior change in Maryland residents to reduce diabetes and promote better self-management of diabetes. CPHI will provide conceptual input and creative direction. This will be a statewide campaign reaching all 24 Maryland jurisdictions and require supporting materials.

- b. Edits may be required subsequent to Departmental review and running of the ads. All produced messages and campaign materials will be the property of MDH. The Contractor will provide CPHI with all in design, logo, links and any other files requested as a result of the contract. *CPHI will provide any required MDH logos and other mandatory tags or disclaimers as needed to be placed in ads.*

- c. The Contractor shall be responsible for all creative services necessary for design and production, including, but not limited to, design, filming, dubbing, recording, editing, and photographic services, as necessary. The selected Contractor shall provide a file sharing program for CPHI to review and approve ads.
- d. Final products must be ready for the perpetual use of CPHI 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 digital media ads. CPHI/MDH 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 selected Contractor for indefinite use by CPHI/MDH. All arrangements and coordination for production and talent shall be made by the selected Contractor, and these costs shall be included in the budget proposal. Copies of all agreements and contracts must be provided to CPHI to have on file.
- e. The Contractor shall provide CPHI with “ready-to-use” files in high resolution format for online use, as well as all necessary design files, photos and links.
- f. The Contractor shall coordinate with the vendor(s) selected to place the ads by providing all necessary files and information to these vendors. The Contractor must confirm with all parties that they can accept the files and formats and make necessary changes (if any) to the files in order to complete ad placement. Expected timeframe for file delivery is *on or about* March 19, 2021. Files shall be delivered to vendors *and* to CPHI. CPHI will provide the vendor names to the selected Contractor at the appropriate time. **NOTE: ad placement is NOT a part of this contract.*

b) Deliverables

- a. The Contractor will provide a work plan outlining the timeline for development of creative for a logo concept as well as multiple ads, detailed below, to be used on digital media platforms such as social media and targeted online platforms focused on people with diabetes and people at risk for type 2 diabetes. Ads should be made available in English and Spanish (linguistically and culturally correct) based on creative discussions with CPHI.
 - i. Within one week of award, the Contractor will have an online meeting with CPHI staff to finalize the project timeline and production schedule. At that meeting, the Contractor and CPHI will also review deliverables, goals and objectives, target audiences, budget, and other issues related to the Contract. Regular meetings with representatives from CPHI will then be held on a weekly basis, or more often as necessary, to work through and obtain approvals for the deliverables that are outlined below.
 - ii. Within 2 weeks of the planning meeting with the Contractor and CPHI, the Contractor will attend a meeting convened by CPHI with the placement vendor to finalize the sizes and specs of the digital ads.
- b. **Logo and Branding Concept.** The Contractor will develop a logo and branding concept for the Department to use on all Diabetes Action Plan (DAP) related materials. Logo should be made available in English and Spanish based on creative discussions with CPHI. The Contractor will provide CPHI with “ready-to-use” files in high resolution format for online use, as well as all necessary design files, photos and links, such as In-designed files, and/or all appropriately developed production materials or elements to be used to produce the logo.
 - i. Logo in png and jpeg formats.
 - ii. Two (2) 8 ½ x 11 letter sized templates to be used for outreach to all sectors identified in the DAP. Design of page 1 and page 2 for each.
 - iii. Two (2) 4x6 postcard sized templates to be used for outreach to all sectors identified in the DAP. Design of front and back for both.
- c. **Digital Materials development and design for people at risk for or who may be at risk for developing type 2 diabetes.** The Contractor will develop a minimum of 6 (6) campaign brand concepts and a minimum of 6 (6) creative approaches for digital media. Creative should include a minimum of two (2) video shorts using live action shots. The Contractor will integrate these creative concepts and messaging to create mock-up communication tools for audience testing. Ads should be

made available in English and Spanish (linguistically and culturally correct) based on creative discussions with CPHI.

- i. **Audience testing.** The Contractor will conduct focus group and/or usability testing for the brand and creative concepts, messaging and tools. Based on the results of this audience testing, the Contractor will then make necessary modifications to the selected brand concept and materials.
 - ii. **Development of production ready materials.** The Contractor will provide CPHI with “ready-to-use” files for all six (6) ads in high resolution format for online use, as well as all necessary design files, photos and links, such as In-designed files, and/or all appropriately developed production materials or elements to be used to produce still and video media.
 - iii. All 6 website and video ads to include (subject to changes resulting from the meeting with the placement vendor as described at a, ii above) the following sizes.
 1. 320x50 (pixels)
 2. 728x90
 3. 300x250
 4. 300x600
- d. **Digital Materials development and design for people with diabetes.** The Contractor will develop a minimum of three (3) campaign brand concepts and a minimum of three (3) creative approaches for digital media. Creative should include a minimum of one (1) video short using live action shots. The Contractor will integrate these creative concepts and messaging to create mock-up communication tools for audience testing. Ads should be made available in English and Spanish (linguistically and culturally correct) based on creative discussions with CPHI.
- i. **Audience testing.** The Contractor will conduct focus group and/or usability testing for the brand and creative concepts, messaging and tools. Based on the results of this audience testing, the Contractor will then make necessary modifications to the selected brand concept and materials.
 - ii. **Development of production ready materials.** The Contractor will provide CPHI with “ready-to-use” files in high resolution format for all three (3) ads for online use, as well as all necessary design files, photos and links, such as In-designed files, and/or all appropriately developed production materials or elements to be used to produce still and video media.
 - iii. All 3 website and video ads to include (subject to changes resulting from the meeting with the placement vendor as described at a, ii above) the following sizes.
 1. 320x50 (pixels)
 2. 728x90
 3. 300x250
 4. 300x600
- e. In addition to the digital campaign the Contractor will provide a minimum of four (4) print advertisements using still images and appropriate copy from the digital ads. These print ads will complement the digital ads and will be used for future advertising on mass transit, billboards, or printed publications. Ads should be made available in English and Spanish (linguistically and culturally correct) based on creative discussions with CPHI.

c) **Ownership and Rights of Materials**

- a. Work produced as a result of this Contract is and shall remain the sole property of the Department. The Contractor agrees that, at all times 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 price of the Contract.**
- 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 photo 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.

d) **Budget**

- a. The Contractor shall prepare and submit as a separate document a simplified budget line item and budget narrative for all estimates of time and dollars spent on the individual aspects of the logo and 2-part digital media campaign as outlined in the specifications section of this document. Sample Budget Narrative and Budget line item can be found at the end of the document.

e) **Report**

The Contractor will provide CPHI with a final report summarizing logo and digital media campaign development and design.

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).

1. **Term of Contract.** The term of this Contract shall be for the period of _____, 20__ through _____, 20__.

2. **Compensation and Method of Payment.**

a. **Compensation.** The total compensation for services to be rendered by the Contractor shall 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 Contract Monitor. All invoices shall be submitted in triplicate in accordance with the following schedule: upon completion and delivery of the logo design and template; upon completion and delivery of the still digital media ads for people with diabetes and people at risk for type 2 diabetes; upon completion and delivery of the video short ads for people with diabetes and people at risk for type 2 diabetes. 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.

3. Contract Monitor. The Department designates _____ to serve as Contract Monitor for this Contract. All contact between the Department and the Contractor regarding all matters relative to this Contract shall be coordinated through the Contract Monitor.

4. 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.

5. 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).

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

CONTRACTOR

STATE OF MARYLAND
MARYLAND DEPARTMENT OF
HEALTH

By: _____ (Seal)

By:

(Printed Name and Title)

(Printed Name and Title)

Date

Date

Attachments: Exhibit A: Scope of Work or Solicitation
Exhibit B: Bid or Proposal

Form Approved: 2/2012

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):
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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 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):
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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
