



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

EXHIBIT A

REQUEST FOR PROPOSALS (RFP)

PROCUREMENT ID NUMBER – BPM022546

Issue Date: January 29, 2021

Communications Campaign to Support Healthcare Provider Education

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: **Communications Campaign to Support Healthcare Provider Education**

Solicitation Number: **BPM022546**

RFP Issue Date: **January 29, 2021**

RFP Issuing Office: **Maryland Department of Health
Office of Provider Engagement and Regulation**

Procurement Officer: **Susannah Beckerman
Deputy Director
Office of Provider Engagement and Regulation
55 Wade Ave, Voc. Rehab. Bldg., Catonsville, MD 21228
Phone: 443-202-3152 Fax: 410-402-8601
E-mail: susannah.beckerman@maryland.gov**

Contract Monitor: **Anna Gribble
Provider Engagement and Policy Manager
Office of Provider Engagement and Regulation
55 Wade Ave, Voc. Rehab. Bldg., Catonsville, MD 21228
Phone: 410-402-8570 Fax: 410-402-8601
Email: anna.gribble@maryland.gov**

Proposals are to be sent to: **Anna Gribble: anna.gribble@maryland.gov
Maryland Department of Health
Office of Provider Engagement and Regulation**

Supply proposals in separate PDF files for the Technical and Financial submissions. When sending these emails to the Anna Gribble, please ask for an acknowledgement of receipt.

Pre-Proposal Conference: **Webinar: February 8, 2021 11:00-12:00pm EST
meet.google.com/mom-qdci-tko
Join by phone: (US) +1 347-569-5098 PIN: 825 493 537#
(See RFP Section 1.8)**

Closing Date and Time: **February 19, 2021 5:00 PM Local Time**

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Maryland Department of Health (MDH or the Department), Office of Provider Engagement and Regulation (OPER), is issuing this Request for Proposals (RFP) to provide services to meet the deliverables established in the Maryland Opioid Operational Command Center grant awarded to OPER..
- 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 April 1, 2021-June 30, 2021.
- 1.1.3 The Department intends to make a single award as a result of this RFP. The award amount is to be capped at \$50,000.
- 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:

Susannah Beckerman
Deputy Director, Office of Provider Engagement and Regulation
55 Wade Ave, Voc. Rehab. Bldg., Catonsville, MD 21228
Phone: 443-202-3152 Fax: 410-402-8601
E-mail: Susannah.beckerman@maryland.gov

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

1.5 Contract Monitor

The Contract Monitor is:

Anna Gribble
Provider Engagement and Policy Manager
Office of Provider Engagement and Regulation
55 Wade Ave, Voc. Rehab. Bldg., Catonsville, MD 21228
Phone: 410-402-8570 Fax: 410-402-8601

Email: anna.gribble@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: anna.gribble@maryland.gov. Please identify in the subject line the Solicitation Number and Title.

Questions are requested to be submitted at least 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

A Pre-Proposal Conference (the Conference) will be held at the date, time, and location indicated on the RFP Key Information Summary Sheet.

All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals.

The Conference will be summarized. As promptly as is feasible after the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace Advantage.

If there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Pre-Proposal Conference date. The Department will make a reasonable effort to provide such special accommodation.

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 5:00 PM Local Time on February 19, 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. 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 submitted by e-mail.

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

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. The Offeror shall have expertise in creating deliverables based on theories of change or behavior change methodology, experience developing deliverables for health care providers, expertise with framing data findings to target audiences with varied data and/or health literacy. As proof of meeting this requirement, the Offeror shall provide with its Proposal examples of similar completed deliverables, three references from the past five years able to attest to the Offeror's experience in implementing communications campaigns.

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SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

The State is issuing this solicitation for the purposes of developing communications materials in line with the Office’s Strategic Communications plan. The State is currently completing an assessment of the current landscape of educational resources specific to opioids targeting healthcare providers to identify gaps and evidence-based recommendations and developing a strategic communications plan based on the findings from the discovery and assessment phase.

The Office of Provider Engagement and Regulation (OPER), consisting of the Prescription Drug Monitoring Program (PDMP) and the Office of Controlled Substances Administration (OCSA), engages healthcare providers on a spectrum of education to enforcement related to controlled dangerous substance prescribing and dispensing. Through the ‘Communications Campaign to Support Healthcare Provider Education’ OPER is seeking a Contractor to develop clinically relevant and actionable materials for OPER’s existing and expanding educational activities for Maryland health care providers. The Campaign will enhance OPER’s activities that align with the Maryland Opioid Operational Command Center’s (OOCC) Coordination Plan to improve prescribing and prevent opioid-related morbidity and mortality through prevention and education. The communication plan and new materials will reflect evidence-based recommendations and Maryland specific data findings. Current educational activities, such as the Maryland Opioid Academic Detailing Project, and strategic partners, will directly benefit from this project and will facilitate the dissemination of the new evidence-based materials.

3.2 Scope of Work - Requirements

The Contractor shall:

3.2.1 General Requirements

3.2.1.1 Become familiar with OPER’s current educational initiatives and the Strategic Communications Plan.

3.2.1.1.1 Develop an updated timeline after reviewing current methods of communication activities supported by OPER to providers to identify opportunities for improvement (including: Unsolicited Reporting Notifications, current website, CME training, fact sheets, Patient Advisories, Provider Insight Reports, dental-specific fact sheets, Academic Detailing materials etc.).

3.2.1.1.2 Propose updated workplan after reviewing the Strategic Communications Plan that is currently in development. The Strategic Communications plan is based on a review of available educational materials and interviews with Maryland health care providers. The Strategic Communications Plan includes behavior change goals related to opioids, controlled substance prescribing and dispensing, and overdose prevention; identified messaging framing that is most persuasive to the target audience; creative strategy to guide educational materials development; an implementation and dissemination timeline; and recommended evaluation metrics. Workplan should include steps, responsible individuals, and indicate which aspects of the Strategic Communications Plan that will be implemented and aspects that cannot given the timeline and budget.

3.2.1.2 Implement the creative strategy within the Strategic Communications Plan by developing educational materials that will be shared with Maryland health care providers.

3.2.1.2.1 Update existing OPER materials including Unsolicited Reporting Notifications, PDMP use mandate fact sheets, recommended resources list, CME webinar content, and clinical tool guidance documents (at least 10 documents).

3.2.1.2.2 Develop new materials based on findings from Strategic Communications Plan which could include fact sheets, brochures, infographics, PowerPoint slides, website content, or promotional materials.

3.2.1.2.3 Materials will need to be reviewed and approved by OPER stakeholders including, but not limited to, Maryland Department of Health Office of Communications, PDMP Advisory Board, PDMP Technical Advisory Committee, Academic Detailers, or other PDMP partners. Workplans should include time for review and incorporate feedback.

3.2.1.2.4 Materials developed should:

3.2.1.2.3.1 Address identified behavior change goals related to opioids, controlled substance prescribing and dispensing, and overdose prevention for the Maryland healthcare community as outlined in the Strategic Communications Plan.

3.2.1.2.3.2 Utilize identified messaging framing that is most persuasive to the target audience as recommended within the Strategic Communications Plan.

3.2.1.2.3.3 Be adaptable to OPER's current provider outreach and educational initiatives (including: Unsolicited Reporting Notifications, current website, CME training, fact sheets, Patient Advisories, Provider Insight Reports, dental-specific fact sheets, Academic Detailing materials etc.).

3.2.1.2.3.4 Be developed within the recommended timeline outlined in the Strategic Communications Plan.

3.2.1.2.3.5 Incorporate the Maryland Department of Health logo and adhere to state agency branding guidelines, subject to review by the Maryland Department of Health Office of Communications.

3.2.2 Staffing

3.2.2.1 The Contractor shall employ, subcontract with, or otherwise retain the services of the following essential project staff:

3.2.2.1.1 Principal Investigator to oversee the project on behalf of the Contractor. The Principal Investigator will preferably have experience in/degrees or certifications in public health, health communication, health education including certified health education specialist (CHES), or education. The individual who will perform this function must be identified in the Offeror's Technical Proposal.

3.2.2.1.2 Project Director to coordinate all project activities, including short- and long-term operations, preparing required reporting and acting as primary point of contact for the Contract Monitor. The Project Director will preferably have experience in/degrees or certifications in public health, health communication, health education including certified health education specialist (CHES), or education. The individual who will perform this function must be identified in the Offeror's Technical Proposal.

3.2.2.1.3 Fiscal Manager to coordinate all expenditure reporting, budget preparations, and other financial documents related to the contract. The Fiscal Manager shall possess the skills and credentials as described in Section 2.1.3., experience managing state or federal funding opportunities of this nature. The individual who will perform this function must be identified in the Offeror's Technical Proposal.

3.2.2.1.4. Content Developer to develop all materials in alignment with the Strategic Communications Plan. The Content Developer will preferably have experience in developing public health-related communications, translating complicated medical research into plain language, designing intuitive user interfaces, designing engaging infographics, creating materials that are clinically relevant and actionable, and graphic design. The individual(s) who will perform this function must be identified in the Offeror's Technical Proposal.

3.2.2.2 A single individual may fulfill multiple required staffing roles if possible/desired by the Offeror. If the Offeror chooses to have a single individual fulfill more than one required staffing role, a justification for combining roles must be included in the Offeror's Technical Proposal that describes how staff time will be allotted and confirming that combination of roles will not impact project activities or timelines. Multiple individuals may fulfill a single staffing role is necessary/desired by the Offeror. If the Offeror chooses to have multiple staff fulfill a single staffing role a justification for the additional staff must be included in the Offeror's Technical Proposal.

3.2.3 Reporting and Coordination

3.2.2.1 Program Reporting

3.2.2.1.1 The Contractor will track the progress of the development of materials outlined in Section 3.2.1 and report the project updates in monthly reports to OPER. The reports will provide the progress of all activities, status of project development in relation to the timeline, tracking of meetings with stakeholders, and project updates.

3.2.2.2 Coordinating Grant Activities

3.2.2.2.1 The Contractor will coordinate with the Contract Monitor to achieve the deliverables for tasks in Section 3.2.1,

3.2.2.2.2 The Contractor will provide agendas, minutes, and follow up documents to OPER for all meetings convened by the Contractor and/or OPER in service of above-described deliverables.

3.2.2.2.3 The Contractor will participate in regular coordination calls (biweekly) with the Contract Monitor and relevant OPER staff and will provide to OPER written progress reports detailing progress on this scope of work.

3.2.4 Conditions of Award

3.2.4.1 Unapproved Expenditures

3.2.4.1.1 Grantees shall not use funds for the following purposes:

- Fundraising or lobbying;
- Pre-award costs;
- Supplanting of existing local or federal funds activities described in this program (i.e. the use of grant funds to replace local or federal funds that were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this award has been awarded).
- Depreciation expenses; and
- Costs related to food or meals for meetings, training, exercises, or similar events unless the following criteria are met:
 - meals must be a necessary part of a working meeting (or training) and integral to full participation in the business of the meeting (i.e. food/meals may not be taken elsewhere without attendees missing essential formal discussions, lectures, or speeches concerning the purpose of the meeting or training);

- meals cannot be provided for regularly scheduled or standing meetings;
- meal costs are not duplicated in per diem or subsistence allowances;
- meeting participants (majority) are traveling from a distance of more than 50 miles; and
- guest meals (i.e., meals for non-essential attendees) are excluded from the project budget.

3.2.4.2 Publicity

3.2.4.2.1 Press Announcements: Prior to release, the Contractor shall submit to the Contract Monitor for review drafts of any press releases announcing the grant or reporting project accomplishments or findings. In any press release concerning or mentioning this project, the Contractor must acknowledge the OOCC's support as follows: Supported by the Opioid Operational Command Center. The views presented here are those of the grantee organization and not necessarily those of the OOCC, its Executive Director, or its staff.

3.2.4.2.2 Publications: The Contractor shall submit to the Contract Monitor an electronic copy of any publications produced under the grant.

3.2.4.2.3 Acknowledgements: In any publications or media resulting from this project, the Contractor must acknowledge the OOCC's support as follows: "Supported by the Opioid Operational Command Center. The views presented here are those of the grantee organization and not necessarily those of the OOCC, its Executive Director, or its staff."

3.2.4.2.4 Copyright Interests: All copyright interests in materials produced as a result of this grant are owned by the Maryland Department of Health. The OOCC, however, retains a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use any such materials for OOCC purposes. Such license includes posting the materials on the OOCC's website.

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.
- (c) Each time the Contractor submits an invoice it must be supported by reports referenced in section 3.2.3. and supporting document containing sufficient detail to permit the Department to conclude that the invoiced amount is appropriate and payment in that amount has been earned under the terms of the Contract. Supporting documentation should include:
- *Actual salary and fringe benefits costs:* A payroll expenditure report that provides a detailed breakout of actual total salary and fringe benefit costs paid or incurred during the billing period, itemized by individual name and, if feasible, individual's title. Such a payroll expenditure report shall be either certified or attested to by an appropriate Contractor representative as an accurate and true representation of salary and benefits, as related to each individual, paid during the billing period and charged on invoices submitted to the Department.
 - *Consultant/Subcontractor Costs:* Paid consultant/subcontractor invoices for which reimbursement is being requested.
 - *Other Direct Costs:* Itemized detail of travel expenses incurred by individuals or other direct costs (e.g., supplies) billed by the Contractor and related to this Contract.
 - *Additional Requested Documentation:* If the Department has concerns regarding an amount billed on an invoice, the Contract Monitor may request additional support documentation from the University such as invoices, travel expense vouchers, or other receipts.

3.3.2 Invoice Submission Schedule

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

Report period: April 1, 2021 – April 30, 2021

Report due: May 15, 2021

Report period: May 1, 2021 – May 30, 2021

Report due: June 15, 2021

Report period: June 1, 2021 – June 30, 2021

Report and all final deliverables and invoices due: June 30, 2021

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 Volume I – Technical Proposal, and Volume II – Financial Proposal* shall be electronically submitted separately from one another (i.e. in separate identified document files). It is preferred, but not required, that the name, email address, and telephone number of the Offeror be included in the submission. The submission should include the following information:

- 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”).

4.2.2 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 3.2) 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. Workplans should include as much specific detail as possible, Offerors are not expected to include activities specific to elements of the Strategic Communications Plan as it is still in development.

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. Please organize your submission in the order shown and with all elements noted below.

Technical Proposal Documentation - The extent to which the Offeror:

- Provides all information as outlined in the Technical Proposal section 4.3.1.1

Organizational Capacity – The extent to which the Offeror:

- Demonstrates its ability to carry out the project, including its understanding of the healthcare provider community in Maryland; relevant experience and staff training; strength of existing partnerships; and history of/potential for successful collaboration with other relevant partners.

Scope of Work – The extent to which the Offeror:

- Provides an appropriate response to address each scope of work requirement outlined in section 3.2 that describes how the proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s) and describes how the work associated with each requirement will be done.

Work Plan – The extent to which the Offeror:

- Includes a completed, viable work plan with measurable objectives, outcomes, activities, time frame, key staff, partners, and deliverables using the provided work plan template.
- A definitive description of the proposed plan to meet the requirements of the RFP;
- 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;
- An outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines;
- A description of project deadlines and considered contract deliverables.

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.

The Department intends to make a single award as a result of this RFP. The award amount is to be capped at \$50,000. Proposals with a Total Proposal Price of more than \$50,000 will not be considered.

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 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.

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: _____

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. Scope of Contract.

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

Completion of an assessment of the current landscape of educational resources specific to opioids targeting healthcare providers to identify gaps and evidence based recommendations by February 2021 as described in Section 3.2.

Completion of a communications plan based on the assessment by March 2021 as described in Section 3.2.

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__ through _____, 20__.

3. 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 no later than the 15th of the month for the preceding calendar month. 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.

4. 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.

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.

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):

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
