

Amendment
State of Emergency
Submittal of Applications/Proposals Packages
March 16, 2020

On Thursday March 12, 2020, Governor Larry Hogan increased the State of Emergency in Maryland and required all State Employees to telework if they are mission critical. This declaration has caused changes to be made in the State's normal operating procedures.

As the Chief Procurement Officer for the Prevention and Health Promotion Administration, I am authorizing the following process changes to be made in any solicitation that the Administration currently has out on eMMA.

- **Effective immediately, proposals and applications may be submitted electronically to the procurement officer listed on the Key Information Sheet of the solicitation. Please supply the proposals in separate PDF files for the Technical and Financial submissions. When sending these emails to the procurement officer, please ask for an acknowledgement of receipt.**
- **If you have sent a paper submission to the Department of Health for an open solicitation, please email the procurement officer on the Key Information Sheet and state that you have submitted your response via paper. If you can follow up with PDF files, that would be appreciated.**
- **Please Note- No public access to the building will be given during this time. Therefore, the normal process of having couriers deliver proposals will not be allowed at this time. FedEx and UPS are still being delivered and are acceptable.**
- **To accommodate these changes, we will also be changing the due dates of some of the solicitations to allow for this process to be implemented.**

If you have any questions or concerns, please contact me at robert.bruce@maryland.gov or the procurement officer for your solicitation.

Sincerely,



Robert Bruce

Chief Operations Officer

Prevention and Health Promotion Administration



Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Robert R. Neall, Secretary

EXHIBIT A

REQUEST FOR PROPOSALS (RFP)

PROCUREMENT ID NUMBER – PHPA-1110/BPM019674

Issue Date: May 18, 2020

Creation of Healthy Campaign for Women of Childbearing Age

NOTICE TO BIDDERS/OFFERORS SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 —14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract. Please register at <https://procurement.maryland.gov>

NOTICE

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

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

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

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

Request for Proposals: Creation of Healthy Campaign for Women of Childbearing Age

Solicitation Number: PHPA-1110 / BPM019674

RFP Issue Date: May 18, 2020

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

Procurement Officer: Littia Silver
201 W. Preston St., Room 322
Baltimore, MD 21201
Phone: 410-767-5601 Fax: 410-333-5995
e-mail: littiad.silver@maryland.gov

Contract Monitor: Nacole Smith
Prevention and Health Promotion Administration
Center for Chronic Disease Prevention and Control
201 W. Preston St., Baltimore, MD 21201
(W) 410-767-6776 (F) 410-333-7106
nsmith@maryland.gov

Proposals are to be sent to: Maryland Department of Health
Prevention and Health Promotion Administration
littiad.silver@maryland.gov

Closing Date and Time: Friday May 29, 2020 at 3:00pm Local Time

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Maryland Department of Health (MDH or the Department), Center for Chronic Disease Prevention and Control (the Center), is issuing this Request for Proposals (RFP) to create messaging and graphics to be used for video/social media, radio and/or print for a statewide campaign about healthy weight for women of childbearing age (18-44 years old), as well as to provide recommendations for placement and evaluation methods. The goal of the campaign is to maintain a healthy lifestyle in women 18-44 years old.
- 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 June 15, 2020 through September 30, 2020.
- 1.1.3 The Department intends to make a single award as a result of this RFP. Financial proposals may not exceed \$50,000.00.
- 1.1.4 Offerors, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

1.2 Contract Type

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

1.3 Procurement Method

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

1.4 Procurement Officer

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

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

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

1.5 Contract Monitor

The Contract Monitor is:

Nacole Smith
Maryland Department of Health
Prevention and Health Promotion Administration
Center for Chronic Disease Prevention and Control

210 W. Preston St.
Baltimore, MD 21201
Phone Number: 410-767-6776
Fax Number: 410-333-7106
E-mail: nsmith@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: littiad.silver@maryland.gov. Please identify in the subject line the Solicitation Number and Title.

Questions are requested to be submitted at least 15 days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.

1.8 Pre-Proposal Conference

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

1.9 Proposals Due (Closing) Date and Time

Proposals, in the number and form set forth in Section 4.2 "Proposals" must be received by the Procurement Officer, at the address listed on the Key Information Summary Sheet, no later than **3:00pm Local Time on Friday May 29, 2020** in order to be considered.

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

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

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

1.10 Award Basis

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

1.11 Revisions to the RFP

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

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

1.12 Cancellations

The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Offeror Minimum Qualifications

There are no Offeror Minimum Qualifications for this procurement.

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SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

The Maryland Department of Health (The State), Center for Chronic Disease Prevention and Control (The Center) is issuing this solicitation for the purposes of developing messaging and graphics that can be used for video/social media, radio and/or print materials for a statewide campaign about healthy weight for women of childbearing age. The Offeror will also be required to provide recommendations for placement and evaluation of the effectiveness of the campaign. The goal of the campaign is to increase physical activity, improve nutrition, and maintain healthy weight in women ages 18-44. The target audiences for the campaign are women of childbearing age between the ages of 18 and 44 years with varied demographics inclusive of college students, working women, mothers, and persons with disabilities.

According to the Department of Health and Human Services, adults should complete at least 150 minutes of moderate-intensity, or 75 minutes of vigorous-intensity aerobic physical activity, or an equivalent combination of moderate- and vigorous-intensity aerobic activities weekly. Increasing physical activity beyond the recommendations also has significant health benefits in a dose response pattern.¹ The 2018 Maryland Behavioral Risk Factor Surveillance System (BRFSS) age-adjusted data in Maryland showed that overall, 35.7% of women had a healthy weight. This data also showed that when comparing by race/ethnicity, 39.8 % of the Non-Hispanic White women had an healthy weight as compared to 25.4 % and 32.7% of Non-Hispanic Black and Hispanic women respectively.² In addition, 29.4% of the women who had one or more one or more disabilities (excluding hearing loss) had a healthy weight as compared with 37.4% of the women without a disability.² The 2017 Maryland Behavioral Risk Factor Surveillance System (BRFSS) age-adjusted data in Maryland showed that overall, 48.3% of women participated in 150 minutes or more of physical activity (or its vigorous equivalent) weekly. This data also showed that when comparing by race/ethnicity, 50.3 % of the Non-Hispanic White women participated in 150 minutes or more of physical activity (or its vigorous equivalent) weekly as compared to 45.0 % and 43.0% of Non-Hispanic Black and Hispanic women respectively. In addition, 34.9% of the women who had one or more one or more disabilities (excluding hearing loss) participated in 150 minutes or more of physical activity (or its vigorous equivalent) weekly as compared with 52.9% of the women without a disability.³ Both nutrition and physical activity are factors that contribute to a healthy weight.⁴ The development of messaging and graphics that can be used for the video/social media, radio and/or print materials for the statewide campaign about healthy weight for women of childbearing age should put these differences into consideration.

In addition, among young women between the ages of 18-30 enrolled in the Coronary Artery Risk Development in Young Adults (CARDIA) study, 9% of Non-Hispanic Whites compared to 22% of Non-Hispanic Blacks developed excessive weight gain (defined as > 20kg) 10 years post enrollment.⁵ Another study of women aged 18 years in the Nurses' Health Study (NHS) comparing self-reported weight change at age 18 years to mid-adulthood showed 23% of the women gained a weight of 20 kg or more.⁶ The incidence of type 2 diabetes, cardiovascular disease, hypertension, cataracts, severe osteoarthritis and death increased in a dose response fashion especially among individuals who gained 20kg of weight and more.⁶ Both physical activity and diet have an impact on the weight of the population and possibly a greater impact on women aged 18-44 years due to the ripple effect of their choices on their families/ social network.⁷

¹ <https://www.hhs.gov/fitness/be-active/physical-activity-guidelines-for-americans/index.html>

² 2018 Maryland Behavioral Risk Factor Surveillance System

³ 2017 Maryland Behavioral Risk Factor Surveillance System

⁴ <https://www.hhs.gov/programs/prevention-and-wellness/nutrition-and-fitness/index.html>

⁵ <https://doi.org/10.1093/oxfordjournals.aje.a010167>

⁶ Zheng Y, Manson JE, Yuan C, et al. Associations of Weight Gain From Early to Middle Adulthood With Major Health Outcomes Later in Life. *JAMA*. 2017;318(3):255–269. doi:10.1001/jama.2017.7092

⁷ University of Baltimore, Schaefer Center for Public Policy, Barriers and Facilitators for Maintaining a Healthy Weight for Women Ages 18-39: Focus Group Report, Internal Maryland Department of Health Document.

In order to better understand the factors that either facilitate or serve as barriers to a healthy weight for women ages 18-39 in Maryland, focus groups were conducted by the Schaefer Center for Public Policy at the University of Baltimore on behalf of the Center for Chronic Disease Prevention and Control at the Maryland Department of Health.⁷ Forty nine percent of the participants self-reported not having a healthy weight.

Some of the findings which could serve as a basis for this statewide campaign can be found below:

1. There was general awareness about types of food to eat and not to eat. However, there was more interest in an increased knowledge of food preparation.
2. Factors that influence healthy nutrition in women 18-39 years of age include:
 - a. Convenience –either due to limited time availability to prepare food or cost of buying the food.
 - b. Impact of immediate household member –Women are usually the ones to shop for the family and accommodate the preferences of individuals living with them (children, spouses, parents, in laws etc.) to prevent wastage.
 - c. Other factors – such as access to healthy foods and stress impact healthy behaviors.
3. Factors that influence physical activity in women ages 18 – 39 years of age include:
 - a. Relationships – especially with children and domestic partners/ spouses. These relationships provided emotional support that promoted activity among women. Also, a shared interest in exercise had a positive influence on being active.
 - b. Major life events – This can increase physical activity during events such as hitting age milestones or marriage or decreasing physical activity in situations associated with increased stress such as personal illness, career, or death of a loved one.
 - c. Other factors – some other factors which serve as barriers to physical activity included unsafe environments, cost of places to exercise such as gyms and distance from home.

These factors culminated in recommendations such as provision of motivational support through the utilization of apps and messaging on social media platforms.

3.2 Scope of Work - Requirements

The Contractor shall:

3.2.1 Work Plan and Timeline

- A. Provide a work plan outlining the specific timeline of the development of video/social media, radio and/or print banners, and provide recommendations for placement and evaluation methods.
- B. Identify all staff responsible for working on this project.
- C. Provide a work plan that includes a realistic timeline.
- D. Describe the proposed features for the ads.
- E. Provide recommendations for placement and evaluation methods.
- F. Describe how the ads will reach the targeted populations, especially diverse populations and persons with disabilities, and maintain “brand awareness”.
- G. Describe any innovative features that will be used.
- H. Describe sizes and uses of proposed materials.

3.2.2 Creative Ads/Production

- A. The selected Offeror shall produce and edit, with conceptual input and creative direction from the Center, messaging and graphics video/social media, radio and/or print, and provide recommendations for evaluation methods.
- B. Edits may be required after Departmental review. All produced messages will be the property of MDH and must be approved by MDH prior to placement/airing. The Center will provide any required logos and other mandatory tags, or disclaimers as needed to be placed in ads.
- C. All campaign materials must comply with the branding and communication standards of the Maryland Department of Health; MDH will provide branding guidelines.
- D. The selected Offeror shall be responsible for all creative services necessary for production, including, but not limited to, filming, dubbing, recording, editing, and photographic

services/photo shoots, as necessary. The selected Offeror shall provide a file sharing program for the Center to review and approve campaign materials.

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

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

3.2.3 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 Offeror agrees that, always during the term of this contract and thereafter, the works created, and services performed shall be “works made for hire” as that term is interpreted under the federal copyright law. **All materials developed will remain the property of the State of Maryland. All related fees must be included in the final proposal price.**
- B. Final products must be available for the perpetual use of the Department for future campaigns at no additional cost. If talent is used, all talent fees and other related costs must be bought out for the indefinite use by the Department. Signed contracts and proof of talent buy-out must be provided to the Department to keep on file. If stock photos and/or artwork are purchased, proof of buy-out must be provided to the Department to keep on file. The selected Offeror shall provide all material files in a variety of electronic formats as deemed necessary by the Department.

3.2.4 Staffing

3.2.4.1 Relevant Experience-

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

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

- 3.2.6 Value Added Components-** The Offeror shall provide a description of any value-added components.

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 by the 15th of the month following the month in which services were performed

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 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 **and one labeled “*PIA Proposal Narrative”** 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”).

4.2.2 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.

***Redacted Public Information Act (PIA) Copy: All information submitted as part of this proposal is subject to release under the Public Information Act. Please submit a redacted PIA copy of the Proposal Narrative. The Procurement Officer must receive justifications for each section redacted as to how those sections qualify for redaction pursuant to General Provisions § 4-335 or 4-336, Annotated Code of Maryland, or under other provisions of the Public Information Act.**

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.

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.

Technical Proposal Documentation - The extent to which the applicant:

- a. Provides all background information as outlined in the Technical Proposal sections 4.3.1.1 and 4.3.1.2
- b. Meets all requirements in Section 3.2 - Scope of Work – Requirements
- c. Send a proposal that must be no smaller than 12-point Times New Roman font, double-spaced, with one-inch margins. Technical proposals shall be no longer than six (6) pages (this excludes budget, budget narrative, and any attachments regarding organizational capabilities).

Organizational Capacity – The extent to which the applicant:

- a. Has experience and capability to develop and produce TV and print ads that meet the goals of the Department
- b. Identified who will be responsible for working on this project.
- c. Described prior projects and /or materials developed as part of the agency’s portfolio those that are focused on health-related topics and achieved desired results.
- d. Provided and explained relevant reference materials to demonstrate, including 2-3 samples of similar work products.
- e. Submitted two letters of support from agencies with whom the organization has collaborated or from former or current clients, and the strength of those letters.

Work Plan – The extent to which the applicant:

- a. Provided a work plan that includes a realistic timeline.
- b. Described the proposed features for the ads.
- c. Provided recommendations for placement and evaluation methods.
- d. Described how the ads will reach the targeted populations, especially diverse populations and persons with disabilities, and maintain “brand awareness”.
- e. Described any innovative features that will be used.
- f. Described sizes and uses of proposed materials.

Conflicts of Interest

- a. Disclosed any conflicts of interest (obvious and non-obvious) and how they would be ameliorated.

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.

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.

ATTACHMENT C – Sample Workplan

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: _____

Procurement ID: PHPA-1110/BPM019674
Due Date: May 29, 2020 3:00pm Local Time

STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
SMALL PROCUREMENT CONTRACT

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

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

The parties agree as follows:

1. Scope of Contract.

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

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

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

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

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

_____(Seal)
By:

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

Attachment C – Sample Workplan

Instructions:

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

Organization's Name:	
Contact Person:	
Email Address:	
Phone Number:	

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