****

**Request for Proposals (RFP)**

**No.UB-17-W-24**

**[e-Maryland Marketplace Solicitation No.** **MDR2831032582]**

*Marketing, Web and Advertising for the University of Baltimore.*

Issue Date: April 24, 2017

Preproposal Conference: May, 9, 2017 at 1:30pm

Deadline for Questions: May 18, 2017 by 2:00pm

Due Date for Proposals: May 31, 2017 by 3:00pm

**WARNING**: Prospective vendors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the RFP or other communications can be sent to them. Any prospective vendors who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

Table of Contents

1. Reason for No-Bid (checklist) 4

**SECTION 1. – INTRODUCTION TO THIS REQUEST FOR PROPOSAL**

1.1. Purpose 5

1.2. Issuing Office 5

1.3. Pre-proposal Conference 5

1.4. Questions 6

1.5. Revision or Amendments to the RFP 6

1.6. Pre-Proposal Modification or Withdrawal of Offer 6

1.7. Closing Date 6

1.8. No Public Opening of Proposals 6

1.9. Public Information Act Notice 6

1.10. Procurement Method 7

1.11. Incurred Expenses 7

1.12. Economy of Preparation 7

**SECTION 2. - SPECIFICATIONS**

2.1. Background 8

2.2. Current Web Hosting Environment 8

2.3. Definitions 8

2.4. Summary of the Program 9

2.5. Objective 10

2.6. Budget 10

2.7. Requirements 11

2.8. Contract Term 12

2.9. Price Escalation 12

2.10. Intellectual Property 13

2.11. Audit Requirements 13

2.12 Reference Requirements 14

2.13. MBE Subcontracting Requirement 15

2.14. MBE Subcontracting Requirement – Liquidated Damages 15

2.15. Progress Payments 17

2.16. Travel Expenses 18

2.17. Contract Administration 18

2.18. Status Reports and Presentations 18

2.19. Records Retention 18

2.20. Maryland Living Wage Requirements 18

**SECTION 3. - EVALUATION AND SELECTION PROCEDURES**

3.1. Evaluation Committee 21

3.2. Acceptability of Proposals 21

3.3. Technical Evaluation 21

3.4. Oral Presentation 23

3.5. Financial Evaluation 24

3.6. Negotiation 24

3.7. Final Ranking and Selections 24

**SECTION 4. - GENERAL REQUIREMENTS**

4.1. General Requirements 25

4.2. Two Volume Proposal 25

4.3. Volume I - Technical 25

4.3.1. Transmittal Letter 25

4.3.2. Executive Summary 25

4.3.3. Company Profile ……………………………………………………………………………………………………………………. 25

4.3.4. Response to RFP Specifications and Requirements 25

4.3.5. References 27

4.3.6. Resumes/CVs 27

4.3.7. Samples 28

4.4. Volume II - Financial 28

4.4.1. Price Proposal (Also see Attachment D) 28

4.4.2. Proposal Affidavit (also see Attachment A) 28

4.4.3. Contract Affidavit (also see Attachment C) 28

4.4.4. MBE forms and Exhibits (also see Attachment E1 – E3) 28

4.4.5. Maryland Living Wage Affidavit (also see Attachment F) 28

4.4.6. Financial Viability 29

4.4.7. Contractor’s Proposed Contracts or Terms and Conditions 29

4.5. Execution of Proposals 29

**SECTION 5. - RFP TERMS AND CONDITIONS**

5.1. Minority Business Enterprise (MBE) Notice 31

5.2. Multiple and Alternate Proposals 31

5.3. Duration of Proposal Offer 31

5.4 Evidence of Responsibility 31

5.5. Arrearages 31

5.6. Drug and Alcohol Free Workplace Notice 31

5.7. Formation of Agreement with Successful Offeror 31

5.8. Eligibility to Purchase 32

5.9. Gramm Leach Bliley Act 32

5.10. Reciprocal Preference 34

5.11. Payment to Contractors by Electronic Transfer of Funds 34

5.12. Non-Visual Access Requirement 34

ATTACHMENT A: Proposal Affidavit

ATTACHMENT B: Standard Contract Terms and Conditions and Sample Contract

ATTACHMENT C: Contract Affidavit

ATTACHMENT D: Form for Price Proposals

ATTACHMENT E: Minority Business Enterprise Notice, Utilization Goal and Forms

(Including Attachment E1-E3)

ATTACHMENT F: MARYLAND LIVING WAGE AFFIDAVIT

ATTACHMENT G: Company Profile Form **Reason for No-Bid Checklist**

To help improve the quality of bid and proposal solicitations and to make our procurement process more responsive and “business friendly,” we ask that you provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid, proposal or “no bid,” response, as the case may be. Thank you for your assistance.

If you have responded with a “no bid,” please indicate the reasons below:

( ) Other commitments preclude our participation at this time.

( ) The subject of the solicitation is not something we normally provide.

( ) We are inexperienced in the work/commodities required.

( ) The specifications are either unclear or too restrictive. (Explain below.)

( ) The scope of work is beyond our current capacity.

( ) Doing business with Maryland government agencies is simply too complicated. (Explain below.)

( ) We cannot be competitive. (Explain below.)

( ) The time allotted for completion of the bid/proposal response is insufficient.

( ) The startup time is insufficient.

( ) The bonding/insurance requirements are prohibitive. (Explain below.)

( ) MBE requirements (Explain below.)

( ) Bid/proposal requirements (other than specifications or scope) are unreasonable or too risky.

(Explain below.)

( ) Prior experience with University of Baltimore contracts was unprofitable or otherwise

unsatisfactory. (Explain below.)

( ) The payment schedule is too slow.

( ) Other:

If you have submitted a bid or proposal and also wish to offer suggestions or express concerns, please use the remarks section below.

Remarks: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Use additional sheets if necessary.

Offeror Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION 1 - INTRODUCTION TO THIS REQUEST FOR PROPOSAL**

1.1. PURPOSE

The purpose of this Request for Proposal (RFP) is to select from among competing proposals the optimum combination of price and functionality to meet the requirements outlined herein. Proposals will be independently evaluated and ranked considering all the specifications contained herein. Technical merit will have a greater weight than price.

1.2. ISSUING OFFICE

The sole point of contact at the University of Baltimore (University) for purposes of this RFP is the Issuing Office. The Issuing Office is:

|  |  |
| --- | --- |
| Mailing Address | Physical Address\* |
| University of Baltimore  Attn: Ms. Toni Wallington, Assistant  Director of Purchasing  1420 N. Charles St.  Baltimore, MD 21201  Telephone: (410) 837-5130  e-mail: twallington@ubalt.edu | University of Baltimore  Attn: Ms. Toni Wallington, Assistant  Director of Purchasing  1319 N. Charles St., Room 407  Baltimore, MD 21201 |

\*If you hand-deliver your proposal, or have the proposal delivered by an express delivery company, have the proposal delivered to the physical address.

1.3. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **Tuesday, May 9, 2017, beginning at 1:30 p.m.** The conference will be held at:

**University of Baltimore**

**21 West Mt. Royal Avenue**

**Student Center Bldg. Rm. 301**

**Baltimore, MD 21201**

Information of interest to all prospective contractors will be presented. While attendance at the pre-proposal conference is not mandatory, all interested prospective contractors are encouraged to attend in order to better be able to prepare acceptable proposals. If a summary of the meeting is prepared, a copy will be sent to all prospective contractors who are on record with the Procurement Official as having received this RFP.

The University of Baltimore is committed to ensuring that persons with disabilities are given an equally effective opportunity to participate in and benefit from the University’s programs, services and procurement process. Persons with disabilities who may need reasonable accommodations should contact the Issuing Office at least 48 hours before any meetings are held.

1.4. QUESTIONS

Each contractor is responsible for reading very carefully and understanding fully the terms and conditions of this RFP. All communications regarding this solicitation are to be made solely through the Issuing Office. Requests for clarification or additional information must be made in writing to the Procurement Official and received at the Issuing Office no later than **Tuesday, May 18, 2017, by 2 p.m. EST**. The envelope in which such requests are sent should bear the following phrase**: "QUESTIONS: RFP #RFPUB-17-W-24.**  Only written communications relative to the procurement shall be considered. Any contractors who are unable to attend the pre-proposal conference in person may email questions to Toni Wallington at [twallington@ubalt.edu](mailto:twallington@ubalt.edu) by due date mentioned above.

Should an offeror find discrepancies in the specifications or contract provisions included in this solicitation, or should there be doubt as to the meaning or intent of any section or subsection herein, the offeror should request clarification from the Procurement Official. Failure to request a clarification prior to the due date will be a waiver of any claim by the offeror for expenses made necessary by reason of later interpretation of the contract documents; offerors will be bound to the University's interpretation.

All questions will be answered in writing, in the form of an addendum to the RFP. Both questions and answers will be distributed, without identification of the inquirer(s), to all prospective contractors who are on record with the Procurement Official as having received this RFP. No oral communications from the project team can be relied upon for proposal purposes.

1.5. REVISIONS OR AMENDMENTS TO THIS RFP

The University reserves the right to amend this solicitation at any time prior to the proposal due date. If it does become necessary to amend any part of this solicitation, the Procurement Official will furnish an amendment to all prospective offerors listed by the University as having received a copy of the RFP. All amendments will be identified as such. If necessary, the proposal due date may be extended. Offerors are required to acknowledge the receipt of all amendments, addenda, and clarifications issued.

1.6. PRE-PROPOSAL MODIFICATION OR WITHDRAWAL OF OFFERS

Proposals may be modified or withdrawn by written notice received at the Issuing Office before the proposal due date and time.

1.7. CLOSING DATE

Proposals must be delivered to the **Issuing Office by Wednesday, May 31, 2017, by 3 p.m.** local time. Contractors mailing proposals should allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Proposals, amendments to proposals, or requests for withdrawal of proposals arriving after the closing time and date shall not be considered. There shall be no public opening of the proposals. The names of offerors will not be released until after award.

1.8. NO PUBLIC OPENING OF PROPOSALS

A public opening of technical and price proposals will not be held.

1.9. PUBLIC INFORMATION ACT NOTICE:

Contractors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the state under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

Contractors must clearly identify each and every section that is deemed to be confidential, proprietary or a trade secret (it is NOT sufficient to preface your proposal with a statement that the entire content is proprietary, or to use a page header or footer that arbitrarily marks all pages as confidential). Any individual section of the proposal that is not labeled as confidential with an accompanying statement concerning the rationale for its claimed confidentiality shall be considered public information.

1.10. PROCUREMENT METHOD

This solicitation shall be conducted in accordance with the provisions of the University System of Maryland's (USM) Procurement Policies and Procedures. Specifically, the procurement method employed shall be Competitive Sealed Proposals.

1.11. INCURRED EXPENSES

The University will not be responsible for any expenses incurred by offerors in preparing and submitting proposals in response to this solicitation.

1.12. ECONOMY OF PREPARATION:

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the contractor's offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

**SECTION 2. - SPECIFICATIONS AND REQUIREMENTS**

2.1. BACKGROUND:

The University of Baltimore provides innovative education in law, business, public affairs and the applied arts and sciences to serve the needs of a diverse population. A public university, the University of Baltimore (UB) offers excellent teaching and a supportive community for undergraduate, graduate and professional students in an environment distinguished by academic research and public service. The University:

* makes excellence accessible to traditional and nontraditional students motivated by professional advancement and civic awareness
* establishes a foundation for lifelong learning, personal development and social responsibility
* combines theory and practice to create meaningful, real-world solutions to 21st-century urban challenges
* is an integral partner in the culture, commerce and future of Baltimore and the region.

In spring 2017, UB enrolled 5,627 students, including 3,064 undergraduates, 1,842 graduate students and 721 law students. The University serves a truly diverse and nontraditional population; the average undergraduate age is 27, and the overall student population is 54 percent minority. The student population is almost evenly divided between full-time and part-time students and includes students from 102 countries. Students are on campus for day, evening and weekend classes. UB also offers online instruction, including a fully online MBA, M.P.A. and M.S. in Interaction Design and Information Architecture. The student-faculty ratio is 15 to 1.

Formerly an upper-division (third- and fourth-year) undergraduate institution, UB in 2007 admitted its first freshman class in 32 years. UB is located at the center of the city’s transportation hub, with easy access to the Light Rail, train station and bus routes. For more information about UB, visit [www.ubalt.edu/institutionalresearch](http://www.ubalt.edu/institutionalresearch).

2.2. CURRENT WEB-HOSTING ENVIRONMENT AND ARCHITECTURE:

The University currently utilizes redundant load balanced Windows 2008 servers running the IIS 7.0 web service. Load balancing and SSL acceleration services are provided by Big-IP F5 appliances. Web content is dynamic, supported by Cold Fusion 9.0, and stored in a Microsoft SQL Server 2005 database.

The University uses OU Campus (OmniUpdate) for its web content management system (CMS). Any new applications should be able to support:

* Windows 2016
* IIS 10
* MS SQL server 2016.

2.3. DEFINITIONS:

Contractor: The offeror selected through this RFP process and awarded a contract by the University of Baltimore

Offeror: Anyone who offers a proposal in response to this RFP

Proposer: Same as offeror

Vendor: A business in the relevant market

**2.4. SUMMARY OF PROGRAM:**

The University of Baltimore has experienced considerable growth and change during the past decade. The University returned to four-year undergraduate education in 2007; created the Yale Gordon Colleges of Arts and Sciences and the College of Public Affairs from the former College of Liberal Arts; and has significantly remade its physical presence in midtown Baltimore, bringing more than a quarter of a billion dollars in capital improvements to its campus and the surrounding area.

UB seeks to build on its considerable momentum in the coming five years, with particular focus on:

* strategically growing enrollment in response to market demand
* enhancing the recruitment of freshman students and other targeted populations, including graduate and international students
* strengthening our recruitment pipeline from community colleges
* achieving differentiation and communicating a strong value proposition for UB in the competitive higher education marketplace as a provider of high-quality, affordable, professionally focused education
* positioning the University as an anchor institution and a leading partner in the Baltimore community
* promoting both the University as a whole and, as necessary, specific colleges and programs
* developing specific target-audience campaigns, such as those for veterans, Hispanics, etc.

For the past several years, the University has used the services of idfive, 3600 Clipper Mill Road, Suite 240, Baltimore, Maryland, as the contractor for marketing, advertising and website design/development. At this time, the University is seeking to explore alternative options. UB now seeks a contractor whose expertise in website design, branding, online and offline marketing, creative design, development and production, advertising and media buying (including requisite analytics) will assist the University in realizing its potential in the coming years and in telling the UB story effectively to a broad regional audience. We seek a collaborative approach in which the contractor will work together with in-house marketing staff (designers, writers, editors, campus webmaster, digital media specialist, etc.).

Existing applicable market research will be made available to the winning contractor; any additional research will not be funded from the contractor’s budget.

The contractor will partner with UB’s Office of Marketing and Creative Services, a unit within the larger Division of Enrollment Management and Marketing; the division is led by Victoria Reid, vice president. The Office of Marketing and Creative Services’ areas of specialty include:

* print and electronic design
* writing and editing
* social media and digital content management
* web development
* recruitment and retention marketing.

This office also developed and maintains the University of Baltimore Style Guide, which includes editorial, graphic identity and web guidelines and is available at [www.ubalt.edu/styleguide](http://www.ubalt.edu/styleguide).

**2.5. OBJECTIVE:**

The University of Baltimore intends to contract for marketing, advertising, web design/development and creative services with a professional marketing and advertising firm. The successful marketing/advertising agency will develop and implement a comprehensive marketing campaign beginning at the date of the award and continuing for a five-year contract term. The University reserves the right to purchase other services not named in this RFP.

All new contracts must be consistent with the state’s procurement regulations and with University procurement policies and procedures.

The purpose of the contract is to:

* Develop and implement a marketing and advertising campaign that increases market awareness, strengthens UB’s unique position in the region’s competitive higher education field and differentiates the University from its competitors. The contractor’s marketing efforts will include media buys and production costs. Efforts may also include, at the contractor’s recommendation, content strategy, website redesign (likely funded by a separate budget if a comprehensive site redesign in necessary), digital media strategy, recruitment materials, CRM communication flows, etc.
* Support strategic enrollment growth across the institution.
* Enhance the University’s image and recognition among
  + prospective students
  + current and prospective donors
  + city, regional and state decision leaders
  + potential employers
  + the business community
  + government.

The successful offeror will have experience and proven ability in:

* higher education marketing locally; and regionally (as well as nationally when appropriate), preferably including urban and public institutions
* the use of emerging trends in higher education marketing and communication, including social media and digital marketing as well as marketing analytics
* the strategies and challenges of university branding, positioning and recruitment, including the collaborative development and implementation of University messaging and visual identity
* best and emerging practices in web design, functionality and content strategy
* best and emerging practices in CRM communications.

**2.6. BUDGET:**

The estimated annual marketing budget is between $800,000 and $1,000,000. The budget includes the marketing budget, all media buys, production costs and website development work.

Note that this budget is an estimate to aid in the preparation of realistic proposals and is not a contract limitation or assurance. Plans and projections in the Technical Proposal should be based on the above amounts. If a prospective contractor offers services or optional promotional plans that would cause the overall budget to exceed the estimated amounts in the first year or in succeeding years, they should indicate that the plans are optional or that they would cause the contractor to exceed the anticipated budget.

If the successful contractor develops a new program with compelling, measurable results in student recruitment or other University priorities, the University reserves the right to modify the contract (subject to appropriate approvals) to engage in such a program or concept.

**2.7. REQUIREMENTS:**

Offerors should respond with a concise narrative that describes how they would propose to accomplish the objectives set out in section 2.5 (and elsewhere within the RFP) within the constraints of the budget, and describe other possible creative strategic and tactical approaches. Offerors should provide a work plan that specifies:

* processes and strategies that would be used to fulfill agreed-upon objectives
* deliverables that will be provided to the University in fulfillment of the contract
* metrics and analytics by which the University can determine return on investment for project components as well as the campaign in total
* accounting and billing processes and reporting
* project personnel, including job titles and a brief bio.

The work plan must be accompanied by work samples that illustrate the offeror’s previous experience in successfully completing the required objectives in addition to focusing on innovation and institutional differentiators. See Section 4.3.6: “Samples.”

Provide the following in your technical proposal volume:

2.7.1. Credentials of the agency and specific individuals assigned to the account (including knowledge, experience, and skills); narrative or bios/resumes for key positions such as creative/web team, media planner/buyer and account executive.

2.7.2. A narrative description of the agency’s capabilities in the following areas; please address each element and summarize.

* campaign planning
* creative concept development for print, broadcast and interactive media
* copywriting
* graphic design, interactive banner ad and HTML email design (and email campaign tracking)
* production for print, broadcast and interactive media (including emails, landing pages and online ads)
* naming/renaming of brands, products or services
* word-of-mouth and social media capabilities
* media strategy (Detail how the agency adheres to or exceeds industry best practices in purchasing and auditing media. Provide details of media buying experience, specifically examples of media buying plans that include justifications, savings provided by the agency and ongoing and final campaign metrics.)
* market research: strategic consulting and research capabilities, including trend monitoring
* public relations

2.7.3. Creativity of the firm’s work as demonstrated by case histories and/or examples and samples of prior work (and past performance, as judged by references) that supports the bidder’s ability to successfully achieve the objectives and scope of work outlined above, focusing on branding and positioning; examples may include creative writing, editing, video, photo and design services for web, print, social media, radio, television and online marketing. Provide at least one sample of a creative brief developed for a client.

2.7.4. Experience with higher education clients—particularly those in the general region—is desirable; similar or corollary experience is also acceptable. Regarding higher education clients, whether public or private, please:

* List all that the firm currently represents.
* List all that the firm has worked with in the past five years.
* List all University System of Maryland-based institutions with which the firm has worked in the past 10 years.

2.7.5. The firm’s knowledge, skills and experience related to web page production, creation, and maintenance, especially in regard to experience with current, standard web development frameworks; with our current CMS, OU Campus (OmniUpdate); and with search engine optimization and reporting.

2.7.6. Capabilities and expertise in marketing metrics and analytics, including specific examples of cost per lead and other relevant ROI metrics and reporting.

2.7.7. Financial viability and stability of the agency/firm.

2.7.8. The firm’s processes regarding management and billing, preferably with examples of clients similar in size and complexity (e.g., multiple projects/billing categories, reporting on agency hours, subcontractor billing, auditing, traffic reporting, reconciling media accounts, etc.), with sample reports used to document and track purchases from media outlets and subcontractors.

2.7.9. The contractor's proposal is to state clearly that it meets the University’s objectives; that is, that the contractor is fully capable of delivering the items and providing the services as specified in this RFP. Each contractor must provide a detailed written response to each requirement.

2.7.10. The contractor will be required to meet with University personnel for information sharing and collection, creative presentations and regular progress reports/updates. UB requests that meeting costs be factored into the overall budget. If an agency chooses, it may specify meeting costs in 1.e of Attachment D - Form for Price Proposals.

**2.8. CONTRACT TERM:**

The anticipated contract term is five years from the date of contract award.

**2.9. PRICE ESCALATION:**

Contract prices for professional fees and creative services will be firm fixed rates as specified in the Form for Offeror’s Price Proposal. Prices for ad placement will vary, and must be approved in advance by the University. Invoices MUST show gross and net ad placement costs. It is anticipated that the successful marketing and advertising firm will demonstrate volume discount pricing available to the University by virtue of the clout and negotiation skills of the offeror’s firm.

**2.10. INTELLECTUAL PROPERTY:**

Work for Hire. Contractor understands and agrees that any and all materials and deliverables that are subject to copyright protection and are developed in connection with the performance of this contract (Works) shall constitute a work for hire as that term is defined in the Copyright Act of 1976, as amended. As a result, all right, title and interest in and to all such Works shall belong exclusively to the University, including without limitation all copyrights and other intellectual property rights therein. If for any reason a Work is not deemed to be a work for hire, contractor hereby grants, transfers, sells and assigns, free of charge, exclusively to the University, all title, rights and interest in and to said Work, including all copyrights and other intellectual property rights. The contractor further agrees to execute and deliver to the University a confirmatory grant and assignment of all rights in and to Works and to execute any other proper document the University deems necessary to ensure the complete and effective transfer of all rights in Works to the University.

University Ownership of Deliverables and Related Materials. In accordance with the preceding paragraph, Works developed in connection with this contract are the exclusive property of the University. Contractor agrees to deliver all Works to the University upon completion of the order. Works include but are not limited to editorial drafts, original copy, photographs, proofs, corrected proofs, camera-ready boards and similar editorial materials and all negatives, flats, engravings, photostats, drawings and other production materials. Contractor shall be responsible for delivering all Works to the University no later than fifteen (15) working days form the date of final contract deliverables. In the event the contractor fails to return all such materials by this deadline and the University desires to use works again, contractor shall provide the University with equivalent materials, at its own expense, or reimburse the University, in full, for the cost of developing equivalent materials.

Intellectual Property Warranty and Indemnification. The contractor represents and warrants that any materials or deliverables, including all works, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If deliverables, materials or works provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, University shall have the right, in its sole discretion, to require contractor to produce, at contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the University under law or equity. Contractor further agrees to indemnify and hold harmless the University, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before contractor receives payment under this contract, University shall be entitled, upon written notice to contractor, to withhold some or all of such payment.

**2.11. AUDIT REQUIREMENTS:**

The contractor’s work plan must include start date, milestone delivery dates and estimated completion date. Dates may only be changed by a written change to the SOW/contract. Significant changes should be documented in a change order issued by Procurement.

Resumes of the consultants must be reviewed and remain on file; auditors expect UB to compare credentials against contractual categories of experience if they drive rates per hour (i.e. consultant, senior consultant, project director, art director, DBA, senior dba, etc.).

Certain definitions must be made clear in each offeror’s proposal. Definitions must include:

* rates for onsite versus remote work and a definition of remote (working from another location or paying travel and having the consultant work from a hotel)
* clear explanation of on-site team structures (is there an informal or formal communications or leadership path, i.e., senior, senior lead, lead, etc.) as well as rates for each team member who will work on the account
* any non-standard job categories
* the blended rate (if blended rate is used)
* other information if necessary.

Offerors must submit names and resumes in their technical proposal. The successful offeror will be required to confirm that the workers offered in the proposal will actually do the work. If substitutions are made, the University will require resumes of the substitute worker and compare the resume to be sure the qualifications are comparable or better. Any substitutions or additions should be approved in writing by the University Project Manager.

Documentation or other evidence of deliverables must be provided to facilitate a comparison against invoices to prove that the consultants successfully performed the work under the contract. Documentation may include timesheets or effort reports.

Tangible demonstration or evidence of milestones, i.e., status reporting, listings of inventory, test results, etc., will drive the payment of invoices. Invoices will not be paid or will be short-paid until all corroborating status reports are on file.

At contract close out, or request for progress payments, evidence of work product and hourly based consulting credentials will be required. The successful contractor must provide the following credentials with each request for payment:

* itemized invoice that includes the project milestone, the contractor staff, by name and title, the number of hours worked and hourly rates for each worker
* sign-off by UB that the work has been tested/reviewed and accepted
* the total amount of payment due for that invoice, including the expense related to each media vendor; the contractor should provide a running total or project plan showing tasks completed, tasks remaining, funds expended to date and encumbered funds remaining.

**2.12. REFERENCES:**

Contractors must provide not less than three references. Cited references must be able to confirm, without reservation, the contractor's ability to perform as mandated in this solicitation. The contractor must use these references to support its proposal's viability. Reference information must include, at a minimum, name and address of the reference firm and name, telephone number and email address of the contact person. References should be from firms that are at least the size of the University of Baltimore. References from other institutions of higher education are desirable.

The University reserves the right to take any or all of the following actions: to reject a proposal based on an unsatisfactory reference, to contact any person or persons associated with the referenced site, to request additional references or contact any known organization using the services supplied by the contractor or the contractor's subcontractors, to contact independent consulting firms for additional information about the contractor or the contractor's subcontractors, and to have members of the Evaluation Committee visit any or all of the reference sites for demonstrations.

**2.13. MBE SUBCONTRACTING GOAL:**

An MBE subcontract participation **goal of 11%** of the contract value has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises**. See Attachments and Affidavits on pages 62 - 70.**

The MBE Utilization Affidavit, E1 – MBE Utilization Affidavit (complete with the names of MBE subcontractor(s), work to be performed, and projection of cost) **must to be submitted with your Financial Proposal**. If the offeror fails to submit those forms with its Financial Proposal, the procurement officer shall determine that the proposal is not reasonably susceptible of being selected for award.

If the apparent awardee fails to return each completed document within the required time, the Procurement Official may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

**2.14. MBE SUBCONTRACT ADMINISTRATION REQUIREMENTS**

Contractor shall:

2.14.1. Submit monthly to the department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.

2.14.2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the department a report that identifies the prime contract and lists all payments received from contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.

2.14.3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the contractor and furnished to the Procurement Official on request.

2.14.4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the state’s representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for state inspection for three years after final completion of the contract.

2.14.5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

2.14.6. Liquidated Damages:

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and contract provisions. The state and the contractor acknowledge and agree that the state will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the state that the contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the contractor agrees to pay liquidated damages to the state at the rates set forth below. The contractor expressly agrees that the state may withhold payment on any invoices as a set-off against liquidated damages owed. The contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

6.1. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): $20.39 per day until the monthly report is submitted as required.

6.2. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): $71.36 per MBE subcontractor.

6.3. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.

6.4. Failure to meet the contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

6.5. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: $76.46 per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the state reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.”

2.14.7 MBE ATTACHMENTS

Located at the end of the RFP document:

A. ***Certified MBE Utilization and Fair Solicitation Affidavit*** (must be submitted with bid or offer)

B. ***Outreach Efforts Compliance Statement*** (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

C.  ***Subcontractor Project Participation Statement*** (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

**2.15. PROGRESS PAYMENTS:**

The contractor’s proper invoices will be paid on a net 30 day basis. Offerors may submit a request for a progress payment schedule. Such a schedule must identify deliverables and the amount that will be paid upon delivery of each deliverable. Deliverables must be strictly and positively identified to the contract, and become the University’s property upon payment.

Written requests for reasonable pre-payment for media buys will be approved. Each request for pre-payment must include a conceptual outline of the anticipated media expenses that justify the amount. Prepayment funds must be held in an escrow account.

The University, with advice from the contractor, will create a reconciliation process that links the pre-payment to the buy and creates a clear audit trail. The reconciliation would need to occur quarterly (minimum) and be reviewed by both the contractor and the University.

Offerors should provide information about such a tracking and reconciliation process in their proposal, and must provide all of the following with any request for payment:

* itemized invoice that includes the project milestone, the contractor staff, by name and title, the number of hours worked and the hourly rate for each worker
* sign-off by UB that the work has been tested/reviewed and accepted
* The total amount of payment due for that invoice, including the expense related to each media vendor. The contractor should provide a running total or project plan showing tasks completed, tasks remaining, funds expended to date, and encumbered funds remaining.

Escrow Account:

The University will provide a sum of money to the Contractor for the sole purpose of establishing an escrow account for expediting payment of advertisements (media buys) under the provisions of this Agreement. Expenditures from this Account are restricted to payments to subcontractors approved by the University and no others. It shall be the Contractor’s responsibility to send an invoice to the University Project Manager when replenishment of funds is needed.

Contractor shall send a monthly accounting of “University advertisements (media buys)” by the first of each month, enumerating expenditures from the account and the current dollar balance of the Account to the UB Contract Administrator, with a copy to the UB Comptroller (sent to University of Baltimore, Office of the Comptroller, 1420 North Charles Street, Baltimore, MD 21201) . Upon termination of this Agreement, or earlier if directed by the University’s Procurement Officer, the balance of the fund remaining in the Escrow Account will be returned to the University.

**2.16. TRAVEL EXPENSES:**

Expenses for travel, lodging, parking, and general & administrative expenses are permitted with the following restrictions. Contractor shall provide a receipt for each individual expense over $100. Travel, food and lodging expenses should be consistent with the current UB per diem schedules (see http://www.ubalt.edu/comptroller/policies/per\_diem.html). First Class air travel is prohibited. Purchase of alcoholic beverages with funds from this contract is prohibited. Air and ship travel must be aboard USA corporation carriers only (no foreign owned and operated vessels).

**2.17. CONTRACT ADMINISTRATION:**

A system for contract administration shall be maintained to ensure contractor conformance with the terms, conditions and specifications of the contract and to ensure adequate and timely follow up of all purchases. Propose appropriate method and period of evaluation of contractor performance and document, as appropriate, whether contractors have met the terms, conditions and specifications of the contract.

**2.18. STATUS REPORTS AND PRESENTATIONS:**

As outlined in the Requirements section of this document, deliverables include the identification and reporting of specific metrics by which UB can identify project progress and outcomes. Appropriate meeting schedules and reporting mechanisms will be established to coincide with the University’s annual recruitment cycle.

**2.19. RECORDS AND RECORDS RETENTION:**

* Records of services provided TO INCLUDE TIMESHEETS for employees in service contracts. [audit requirement]
* Confirmation/documentation of vendor deliverables; satisfaction will be determined upon review of marketing, web and media plan and proof of execution [audit requirement]
* The contractor shall retain and maintain all records and documents relating to this Purchase Order for three years after final payment by the state hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

**2.20. MARYLAND LIVING WAGE REQUIREMENTS:**

A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a contractor or subcontractor who performs work on a State contract for services that is valued at $100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the state contract and spends at least one-half of the employee’s time during any work week on the state contract.

B. The Living Wage Law does **not** apply to:

(1) A contractor who:

(A) has a state contract for services valued at less than $100,000, or

(B) employs 10 or fewer employees and has a State contract for services valued at less than $500,000.

(2) A subcontractor who:

(A) performs work on a state contract for services valued at less than $100,000,

(B) employs 10 or fewer employees and performs work on a state contract for services valued at less than $500,000, or

(C) Performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.

C. If the Unit responsible for the state contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A contractor must not split or subdivide a state contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

E. Each contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner. That information is available from DLLR Website http://www.dllr.state.md.us/ and clicking on Living Wage.

F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry’s Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A contractor/subcontractor who reduces the wages paid to an employee based on the employer’s share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee’s wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A contractor/subcontractor who reduces the wages paid to an employee based on the employer’s share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.

H. A contractor/subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer’s contribution to an employee’s deferred compensation plan. A contractor/subcontractor who reduces the wages paid to an employee based on the employer’s contribution to an employee’s deferred compensation plan shall not lower the employee’s wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.

I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of $20 per day for each employee paid less than the Living Wage.

J. The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

k. Information pertaining to reporting obligations may be found by going to the DLLR Website http://www.dllr.state.md.us/ and clicking on Living Wage.

**SEE THE REQUIRED MARYLAND LIVING WAGE AFFIDAVIT – Attachment F ON PAGE 71-72**

**You must submit the affidavit with your proposal.**

**SECTION 3. - EVALUATION AND SELECTION PROCEDURES**

**3.1. EVALUATION COMMITTEE**

All offers received by the due date and time will be evaluated. The Procurement Official shall establish an Evaluation Committee (the "Committee") to review and rate the proposals. The Committee shall be composed of the Procurement Official and other individuals appointed by the Procurement Official.

**3.2. ACCEPTABILITY OF PROPOSALS:**

The Procurement Official shall determine which contractors have met the basic requirements of the RFP. The University may classify a proposal as "not reasonably susceptible for award" if it does not meet the requirements of this solicitation. The University may also determine that an offeror is "not responsible", i.e., does not have the capabilities in all respects to perform the work required. Should a proposal be found not reasonably susceptible for award, or if an offeror is found not responsible, the proposal will not be considered further and the offeror will be notified accordingly. The Procurement Official shall have the sole authority to determine whether any deviation from the requirements of this RFP is substan­tial in nature. The Procurement Official may waive or permit to be cured minor irregularities in proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the University’s best interest. In addition, the Procurement Official may reject in whole or in part any and all proposals, and conduct discussions with all responsible contractors in any manner deemed neces­sary to best serve the interests of the University. The University reserves the right to make an award to more than one contractor or to split an award among contractors.

The University may cancel this solicitation, in whole or in part, as provided by the USM Procurement Procedures or reject all proposals submitted in response when this action is determined to be in the University's best interest.

The Committee shall thereafter review each proposal for compliance with the require­ments of the RFP as set forth herein. The Procurement Official will determine if the contractor is responsible and otherwise qualified. The Committee will make a recommendation for award to the Procurement Official.

**3.3. TECHNICAL EVALUATION**:

The Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the requirements and criteria in this RFP. A contractor must satisfy and explicitly respond to ALL the specifications and requirements, including a detailed explanation of how each item is to be met. The evaluation committee will rank each qualified proposal on technical merit.

The University seeks creative proposals that demonstrate a proven track record of measurable outcomes for clients. Proposals should describe in detail the firm’s ability to deliver the desired outcomes for the University’s varied and integrated marketing needs, provide clear evidence of creativity and strategic marketing knowledge and skills, and demonstrate experience in providing guidance and counsel on marketing initiatives such as brand awareness, creative concepts and digital/web strategy.

The criteria that will be used by the committee for the technical evaluation of proposals for this procurement are listed below in descending order of relative importance:

3.3.1. Credentials of the agency and specific individuals assigned to the account (including knowledge, experience, and skills); including narrative or bios/resumes for key positions including creative/web team, media planner/buyer and account executive.

3.3.2. Offeror capabilities in the following areas; please address each element and summarize.

* campaign planning
* creative concept development for print, broadcast and interactive media
* copywriting
* graphic design, interactive banner ad and HTML email design (and email campaign tracking)
* production for print, broadcast and interactive media (including emails, landing pages and online ads)
* naming/renaming of brands, products or services
* word-of-mouth and social media capabilities
* media strategy: Detail how the agency adheres to or exceeds industry best practices in purchasing and auditing media. Provide details of media-buying experience, specifically examples of media buying plans that include justifications, savings provided by the agency and ongoing and final campaign metrics
* market research: strategic consulting and research capabilities, including trend monitoring
* public relations

3.3.3. Creativity of the firm’s work as demonstrated by case histories and/or examples and samples of prior work (and past performance, as judged by references) that supports the bidder’s ability to successfully achieve the objectives and scope of work outlined above, focusing on branding and positioning; examples may include creative writing, editing, video, photo and design services for web, print, social media, radio, television and online marketing. Provide at least one sample of a creative brief developed for a client.

3.3.4. The firm’s experience as demonstrated by positive references. Experience with higher education clients—particularly those in the general region—is desirable; similar or corollary experience is also acceptable. Regarding higher education clients, whether public or private, please list:

* all that the firm currently represents
* all that the firm has worked with in the past five years
* all University System of Maryland-based institutions with which the firm has worked in the past 10 years.

3.3.5. The firm’s knowledge, skills and experience related to web page production, creation, and maintenance, especially in regard to experience with current, standard web development frameworks, with our current CMS, OU Campus (OmniUpdate) and with search engine optimization and reporting.

3.3.6. Capabilities and expertise in marketing metrics and analytics; specific examples of cost per lead and other relevant ROI metrics and reporting.

3.3.7. Financial viability and stability of the agency/firm.

3.3.8. The firm’s processes regarding management and billing, preferably with examples of clients similar in size and complexity (e.g., multiple projects/billing categories, reporting on agency hours, subcontractor billing, auditing, traffic reporting, reconciling media accounts, etc.), with sample reports used to document and track purchases from media outlets and subcontractors.

3.3.9. Economic Benefit to Maryland

Offerors shall submit with their proposals a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract.  Proposals will be evaluated to assess the benefit to Maryland’s economy specifically offered.

* The contract dollars to be recycled into Maryland’s economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners.  Be as specific as possible.  Provide a breakdown of expenditures in this category.
* The number and types of jobs for Maryland residents resulting from the contract.  Indicate job classifications, number of employees in each classification and the aggregate payroll to which the contractor has committed at both prime and, if applicable, subcontract levels.
* Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract.  Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees).  Provide a forecast of the total tax revenues resulting from the contract.
* Subcontract dollars committed to Maryland small businesses and MBEs.  (These are also included under the first category.)
* Other benefits to the Maryland economy which the offeror promises will result from awarding the contract to the offeror.  Describe the benefit, its value to the Maryland economy, and how it will result from the contract award.

3.3.10. Other capabilities, features or initiatives not specifically requested that are of value to the University.

3.3.11. The contractor's proposal is to state clearly that it meets the University’s objectives; that is, that the contractor is fully capable of delivering the items and providing the services as specified in this RFP. Each contractor must provide a written detailed response to each requirement.

3.3.12 Misinterpretation of specifications or requirements by the contractor shall not relieve the contractor of responsibility to accurately address the requirements of the RFP or to perform the contract, if awarded.

3.3.13 The Committee may request site visits for the purpose of evaluating proposals and/or contractor's responsibility. The Committee may request additional technical assistance from any source. Industry standard references may be used during the evaluation process.

**3.4. ORAL PRESENTATIONS**

Offerors may be required to make an oral presentation of their offer in order to clarify their proposals. If the University feels that such a presentation is needed, the Issuing Office will schedule a time and place for oral presentation. Each contractor should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as its own qualifications to furnish the specified products and services.

Contractors are to submit a complete and comprehensive response to this solicitation and should not rely on the possibility of oral presentations for a further opportunity to present information requested in this RFP.

**3.5. FINANCIAL EVALUATION:**

Concurrent with the technical evaluation, the separate price/financial volume of each qualified proposal will be distributed to the Financial Evaluation Committee. The Committee will evaluate each qualified proposal. This information will then be used to establish a financial ranking (from lowest to highest). Information from the form for price offers **(Attachment D)** will be used to compute the total price.

**3.6. NEGOTIATION:**

The University has the right to accept the best proposal as submitted, without discussion or negotiation, and may do so. Contractors should therefore not rely on having a chance to discuss, negotiate and adjust their proposals.

Respon­sible contractors who submit proposals initially judged by the Procurement Official to be reasonably suscep­tible of being selected for award may be asked to discuss their proposals with the University to facilitate arrival at a contract most advantageous to the University. If the Procurement Official determines that further discussion is in the best interest of the University, the Procurement Official will advise all qualified contractors to submit a best and final offer for consideration by the Committee.

However, discussions may not be con­ducted if the Procure­ment Official determines either that discussions are not in the best interests of the University or that discus­sions need not be conducted: (a) with respect to prices that are fixed by law or regulation, although consideration shall be given to competitive terms and conditions; (b) because the time of delivery or performance does not permit discussions; or (c) because it can be demon­strat­ed clearly from the existence of adequate competi­tion or accurate prior cost experience with the particular item that acceptance of an initial offer without negotiation would result in a fair and reasonable price.

**3.7. FINAL RANKING AND SELECTIONS:**

Financial rankings of proposals will be combined with the corresponding technical ranking to determine a final ranking for each proposal. **Technical merit will have a greater weight than price**. The University reserves the right to make a split award, or make multiple contract awards. The Committee will recommend contract award to the responsible contractor or contractors whose proposal is (are) determined to be the most advantageous to the University, considering the evaluation factors in this RFP, and price.

Recommended contract awards, if any, resulting from this RFP, are subject to appropriate state approvals.

**SECTION 4. - GENERAL REQUIREMENTS**

**4.1. GENERAL REQUIREMENTS:**

Each Offeror must submit one original (marked "original") and 12 copies of the Technical volume. Twelve copies shall be a paper copies, one copy shall be a digital copy on CD, DVD, or flash drive. Each Offeror must also submit one original and four (4) copies of the Financial volume. Four copies of the Financial volume shall be a paper hard copies, one copy shall be a digital copy on CD, DVD, or flash drive.

Commingling of technical and financial information or failure to submit the two volumes separately and sealed may result in the proposal being rejected. The volumes which contain original documents should be clearly identified as the ORIGINAL Technical or Financial Volume. The University reserves the right to photocopy additional copies of any or all parts of the proposal for the evaluation and selection process.

**4.2. TWO-VOLUME PROPOSAL:**

The selection procedure for this procurement requires an independent evaluation of the technical and financial proposals. That independence allows for unbiased evaluation of technical proposals on their technical merit only. Consequently, each proposal must be submitted as two separately sealed volumes as indicated below.

**4.3. VOLUME I - TECHNICAL:**

This volume should be prepared in a clear and concise manner with pages numbered. It should address all appropriate points of this RFP except the financial information. Volume I includes and must contain the following sections:

4.3.1. TRANSMITTAL LETTER:

A transmittal letter must accompany the proposal. The purpose of this letter is to transmit the proposal, therefore it should be brief. The letter must be signed by an individual who is authorized to bind the contractor to all statements, including services and prices, contained in the proposal. The transmittal letter should include appropriate contact names, addresses, e-mail addresses, and telephone numbers.

4.3.2. EXECUTIVE/MANAGEMENT SUMMARY:

The Executive/Management Summary should contain a brief synopsis of how the contractor's proposal meets the needs of the University. Included in this summary must be a statement concerning duration of the proposal, verification of compliance with Maryland law, and a capability of performance statement.

4.3.3. COMPANY PROFILE

Complete and submit the Company Profile information requested on **Attachment G (page 73-74)**

4.3.4. RESPONSES TO RFP SPECIFICATIONS AND REQUIREMENTS.

Reference should be made to each RFP specification and/or requirement, followed by the offeror’s response detailing how each specification or requirement will be fulfilled. Responses must not be simple “yes” or “no” replies. The offeror must describe how the proposed products and/or services satisfy the stated requirements.

4.3.4.1. Credentials of the agency and specific individuals assigned to the account (including knowledge, experience, and skills); including narrative or bios/resumes for key positions including creative/web team, media planner/buyer and account executive.

4.3.4.2. Offeror capabilities in the following areas; please address each element and summarize.

* campaign planning
* creative concept development for print, broadcast and interactive media
* copywriting
* graphic design, interactive banner ad and HTML email design (and email campaign tracking)
* production for print, broadcast and interactive media (including emails, landing pages, online ads)
* naming/renaming of brands, products or services
* word-of-mouth and social media capabilities
* media strategy: Detail how the agency adheres to or exceeds industry best practices in purchasing and auditing media. Provide details of media buying experience, specifically examples of media buying plans that include justifications, savings provided by the agency and ongoing and final campaign metrics
* market research: strategic consulting and research capabilities, including trend monitoring
* public relations

4.3.4.3. Creativity of the firm’s work as demonstrated by case histories and/or examples and samples of prior work (and past performance, as judged by references) that supports the bidder’s ability to successfully achieve the objectives and scope of work outlined above, focusing on branding and positioning; examples may include creative writing, editing, video, photo and design services for web, print, social media, radio, television and online marketing. Provide at least one sample of a creative brief developed for a client.

4.3.4.4. The firm’s experience as demonstrated by positive references. Experience with higher education clients—particularly those in the general region—is desirable; similar or corollary experience is also acceptable. Regarding higher education clients, whether public or private, please list:

* all that the firm currently represents
* all that the firm has worked with in the past five years
* all University System of Maryland-based institutions with which the firm has worked in the past 10 years.

4.3.4.5. The firm’s knowledge, skills and experience related to web page production, creation, and maintenance, especially in regard to experience with current, standard web development frameworks, with our current CMS, OU Campus (OmniUpdate) and with search engine optimization and reporting.

4.3.4.6. Capabilities and expertise in marketing metrics and analytics; specific examples of cost per lead and other relevant ROI metrics and reporting.

4.3.4.7. Financial viability and stability of the agency/firm.

4.3.4.8. The firm’s processes regarding management and billing, preferably with examples of clients similar in size and complexity (e.g., multiple projects/billing categories, reporting on agency hours, subcontractor billing, auditing, traffic reporting, reconciling media accounts, etc.), with sample reports used to document and track purchases from media outlets and subcontractors.

4.3.4.9. Projection of economic benefit to Maryland.

**4.3.5. REFERENCES:**

Contractors must provide at least three references as specified in Section 2.12. of this RFP. Cited references must be able to confirm, without reservation, the contractor's ability to perform as mandated in this solicitation. The contractor must use these references to support its proposal's viability.

The University reserves the right to take any or all of the following actions: to reject a proposal based on an unsatisfactory reference, to contact any person or persons associated with the referenced site, to request additional references or contact any known organization using the services supplied by the contractor or the contractor's subcontractors, to contact independent consulting firms for additional information about the contractor or the contractor's subcontractors, and to have members of the Evaluation Committee visit any or all of the reference sites for demonstrations.

**4.3.6. RESUMES OR CURRICULUM VITA**

Provide the following information:

a. Support Staff: Identify names, responsibilities and qualifications of staff who will be assigned to the project. Provide resumes or curriculum vita for all key staff, to include information on each individual’s particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have prior approval of the University.

b. Organization: Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management.

**4.3.7. SAMPLES**

Samples—All offerors must furnish samples of the item offered, upon request by the Procurement Official, within three working days after receipt of the verbal or written request. If a sample is requested, the following conditions will apply:

a. Samples submitted will be at no cost to the University and become the property of the University of Baltimore upon receipt.

b. Samples from the successful offeror will be kept as a reference of the quality of goods to be provided under the contract. The sample will constitute an expressed warranty.

c. Samples will be returned at the discretion of the University, but only upon specific request of the bidder.

d. The University reserves the right to subject the samples to tests and inspections deemed necessary by the University.

e. The University does not guarantee that samples will be returned to the bidder in the same condition they were in when submitted.

Work samples must accompany the statement of work and should demonstrate successful marketing. Failure to furnish samples and sample information may result in the rejection of your bid.

**4.4. VOLUME II - FINANCIAL:**

This volume consists of and must contain the following:

4.4.1. PRICE PROPOSAL SECTION

The Financial proposal shall cover all proposed items, services and prices. Attachment D is to be completed in full and signed for each proposal. Worksheets or automated price quotation systems may be used to provide additional information, but price evaluation will be based on prices entered on Attachment D. Attachment D must be signed by an individual authorized to bind the contractor and must include the contractor's name, typed or written legibly.

4.4.2. PROPOSAL AFFIDAVIT

University of Baltimore Procurement Policies and Procedures require that each proposal submitted by a contractor include a Proposal Affidavit. A copy of the Proposal Affidavit is included as Attachment B to the RFP.

4.4.3. CONTRACT AFFIDAVIT

All contractors are advised that if a contract is awarded as a result of this RFP, the successful contractor will be required to complete a Contract Affidavit. A copy of this Contract Affidavit is included as Attachment C to this RFP for information purposes.

4.4.4. MBE FORMS, EXHIBITS AND CERTIFICATIONS:

Include the completed and signed copies of all MBE forms, exhibits and certifications in the Financial Proposal volume.

4.4.5. MARYLAND LIVING WAGE AFFIDAVIT

Submit the Maryland Living Wage Affidavit – **Attachment F**

4.4.6. FINANCIAL VIABILITY

The contractor must provide information sufficient for the University to establish that the firm is financially viable. Documentation need **not** be submitted with the initial proposal. The University reserves the right to require sufficient documentation from offerors in the Competitive Range, or from the presumed successful offeror before contract award.

4.4.7. CONTRACTOR'S PROPOSED CONTRACT OR STANDARD TERMS AND CONDITIONS:

Offerors must submit, as part of their Technical Proposal Volume, a statement to the effect that the contractor accepts all of the provisions, terms and conditions contained in this RFP. If the contractor wishes to propose alternate agreement forms, contract forms, or additional terms and conditions, those forms, terms and/or conditions must be clearly delineated in the Financial Proposal Volume for the Procurement Official's review. Any proposed forms or additional terms and conditions are subject to modification required by State of Maryland Law, Regulation, and University Procurement Procedures. The University shall not be obligated to consider any forms, terms or conditions submitted after the proposal due date. The University's refusal to consider forms, terms or conditions submitted after the closing date shall in no way relieve the contractor from performing the services specified herein under the specific provisions, terms and conditions of this RFP.

If an offeror’s Technical Proposal does not contain any statement relative to the acceptance of or requested modification to the provisions, terms and conditions contained in this RFP, then the contractor shall be deemed to concur in full with all provisions, terms and conditions of this RFP.

4.5. EXECUTION OF PROPOSALS

All proposals shall be typewritten or written legibly in ink and all proposals shall be signed in ink as specified.

* Proposals must be:
* submitted in the format set forth in Section IV hereof,
* made in the official name of the firm or individual under which contractor's business is conducted (including the official business address),
* signed by a person duly authorized to commit contractor to the proposal,
* submitted in envelopes clearly marked with the assigned RFP number,
* separated into Technical and Financial volumes, and
* addressed to the Procurement Official as set forth in Section I.B hereof.

Proposals are required to be executed as follows, depending on the offeror's form of business organization:

4.5.1. Sole Proprietorship signed by proprietor with full name and address.

4.5.2. Partnership and Joint Venture If a proposal is submitted by a partnership (including a joint venture), it must be submitted in the partnership name. The partnership name and the identity of each general partner must be made clear and all affidavits and certificates must be executed on behalf of the partnership or on behalf of each general partner. No provision of any agreement among partners will be binding on the University unless it is disclosed in the proposal. Reasonable evidence satisfactory to the University of the authority of one partner to bind other purported partners also must be given in the proposal. It is recommended that the proposal contain a copy of the partnership agreement, if one exists. If no partnership agreement exists and if the number of general partners is reasonably small, each general partner should execute all required documents included in the proposal. At the University's option, all general partners may be required to sign the proposal. Failure to present the University with satisfactory information concerning a purported partnership may be grounds for finding a proposal unacceptable.

4.5.3. Corporation An Official or authorized agent of the corporation shall sign his/her full name, indicate his/her title and include the name and address of the corporation. In the case of an authorized agent, a letter from an officer of the corporation authorizing said individual to act on behalf of the corporation may be required. If the Procurement Official requires such a letter, the offeror must promptly provide the letter.

**SECTION 5. – RFP TERMS AND CONDITIONS**

5.1. MINORITY BUSINESS ENTERPRISE (MBE) NOTICE:

Minority business enterprises are encouraged to respond to this solicitation.

The University of Baltimore actively supports the statewide MBE program and invites the participation of minority businesses in this business opportunity. Minority Business Enterprises (MBE) contractors are encouraged to obtain certification from the Maryland Department of Transportation (MDOT). All questions, related to certification, shall be directed to the Maryland Department of Transportation's (MDOT), Minority Business Enterprise (MBE) Program at 1 800 544 6056.

5.2. MULTIPLE AND ALTERNATE PROPOSALS:

Multiple proposals from a single contractor or alternate solution proposals will not be accepted or considered.

5.3. DURATION OF PROPOSAL OFFER:

Proposals are to be valid for a minimum of 120 days following the closing date of this RFP. If an award is not made during that period, all offers shall be automatically extended for another 120 days, unless the contractor gives specific written notice to the Procurement Official at least 15 days before the expiration of the then current 120 day period. Offers will be automatically renewed until such time as either an award is made or proper written notice is given to the University of contractor’s Intent to withdraw its proposal. By submission of a proposal, each contractor guarantees that its offer shall be firm for the period specified above.

5.4. EVIDENCE OF RESPONSIBILITY:

Prior to the award of a contract pursuant to this RFP, the Procurement Official may require any contractor to submit additional information to substantiate that the offeror has the capability in all respects to perform fully the contract requirement and has the integrity and reliability to assure good faith performance. The Procurement Official may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of the contractor.

5.5. ARREARAGES:

By submitting a response to this solicitation, a contractor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

5.6. DRUG AND ALCOHOL FREE WORKPLACE NOTICE:

Contractors are advised that contract award is subject to the provisions of COMAR requiring certification that the contractor will provide a drug and alcohol free workplace in accordance with COMAR 21.11.08.

5.7. FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONTRACTOR:

The Contract to be entered into as a result of this RFP, if any, (the "Contract") shall be by and between the selected contractor(s) and the University and shall contain the provisions included in this RFP, any amendments thereto, the Standard Contract Terms and Conditions (Attachment B hereto), the Proposal Affidavit (Attachment A hereto), the Contract Affidavit (Attachment C hereto), the Form for Price Proposal (Attachment D hereto), the necessary MBE forms (per Attachment E hereto), any other necessary forms or documents.

Any additional terms and conditions, including those for any contract a contractor proposes to use, must be submitted as part of the contractor's proposal by the RFP closing date.

This RFP and any resulting contract shall be governed by the University System of Maryland Procurement Policies and Procedures. Those Policies and Procedures may be viewed at the following web site: <http://www.usmd.edu/regents/bylaws/SectionVIII/VIII300.html>

The contract incorporates the Solicitation/Request for Proposal and any amendments thereto, as well as contractor's proposal and amendments thereto. In the event of a discrepancy between the terms of this contract, including amendments and modifications made thereto, and contractor's proposal and amendments thereto, the discrepancy shall be resolved by giving precedence in the following order:

1. The Contract.

2. The Solicitation/Request for Proposal and amendments and modifications made thereto.

3. Contractor's proposal, including amendments and modifications made to the proposal.

4. Contractor’s supplemental contract forms, license agreements, service(s) agreements, and other agreement forms.

5.8. ELIGIBILITY TO PURCHASE:

The pricing, terms and conditions of any successful offeror’s proposal and any contract that results from this RFP may be made available to other agencies for cooperative procurements.

By submitting a proposal, the contractor agrees to extend the proposal price structure and discounts to all University System of Maryland campuses and facilities within the state of Maryland, and any other educational institution in the State of Maryland.

All purchases under this contract by any entity which is not a unit or agency of the State of Maryland (1) shall constitute a purchase or contract between the contractor and that entity only, (2) shall not constitute a purchase or contract of the State of Maryland, (3) shall not binding or enforceable against the State of Maryland or any of its units or agencies, and (4) may be subject to other terms and conditions agreed to by the contractor and the purchaser. Contractor bears the risk of determining whether or not any entity from which the contractor receives an order under the contract is a unit or agency of the State of Maryland such that the contract may be enforced against the State of Maryland.

5.9 GRAMM LEACH BLILEY ACT

Gramm-Leach Bliley Act, 15 USC Section 6801 and Family Educational Rights and Privacy Act

ARTICLE VI – CONFIDENTIAL INFORMATION

5.9.1. Confidential Information.

5.9.1.1 Contractor understands that in connection with this Agreement and the performance of the Scope of Work, contractor may have access to, may obtain or be given information concerning i) the University, ii) its business affairs, iii) its students, employees or contractors and iv) other information in the possession or control of the University, including without limitation, information relating to the University’s student records or student financial information, customer lists, vendors, potential partners, finances, properties, methods of operation, computer programs and documentation. Any and all such information is hereafter referred to as "Confidential Information". Confidential Information shall include information in any and all formats and media, including without limitation oral, and shall include the originals and any and all copies and derivatives of such information.

5.9.1.2. From and after the effective date of this Agreement, contractor shall have the right to use, shall have access to and shall use the Confidential Information only in the performance of the Scope of Work and for no other purpose whatsoever and only if and when required for that performance. Contractor shall permit access to and the use of Confidential Information only by contractor employees who are assigned to participate in that portion of the Scope of Work in question and only as part of that assignment, unless otherwise authorized by the University by prior written direction. Contractor shall protect the Confidential Information according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

5.9.1.3. All confidential information received by contractor shall be returned to the University or destroyed upon completion or termination of the contract.

5.9.1.4. The contractor shall not, in any manner whatsoever, disclose, permit or cause use of or provide access to Confidential Information to any person or entity except as part of the performance of the Scope of Work and then only with and in accordance with the prior written consent of the University representative designated for the Scope of Work. Contractor agrees to cause its employees, subcontractors and agents to be bound by the terms of this Section.

5.9.1.5. Contractor acknowledges that contractor’s failure to comply fully with the restrictions placed upon use, disclosure and access to the Confidential Information under this Agreement may cause the University grievous irreparable harm and injury. Therefore, any failure shall be a material breach of this Agreement.

5.9.1.6. Contractor’s obligations in respect to Confidential Information shall survive the expiration or the termination of the Term.

5.9.2. Statutory Confidential Information

5.9.2.1. The contractor agrees and acknowledges that certain of the Confidential Information may be protected under the federal laws known as the Family Educational Rights and Privacy Act, 20 USC Section 1232g, (“FERPA”) and the Gramm-Leach\_Bliley Act, 15 USC Section 6801 et seq. (“GLBA”), or the Maryland State law known as the Public Information Act (“PIA”) as each may be amended from time to time together with the regulations promulgated and in effect thereunder from time to time (collectively the “Privacy Acts”). The Confidential Information covered by the Privacy Acts shall be referred to as “Statutory Confidential Information”. The provisions of this Agreement governing Statutory Confidential Information are in addition to the provisions of this Agreement governing Confidential Information generally.

5.9.2.2. For the purpose of this Agreement, contractor shall follow and be bound by the interpretation and application that the University gives to the provisions of Privacy Acts. If contractor complies with the provisions of this Agreement and the University’s interpretation of, policies concerning and practices about the Statutory Confidential Information, then the University shall have no cause of action against contractor under this Agreement if contractor’s actions concerning the Statutory Confidential Information are found to be in violation of the Privacy Acts.

5.9.2.3. Contractor shall forward to The Issuing Office (UB Procurement Office) any request for disclosure of Confidential Information to a person or entity other than the University or its employees. Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in contractor’s possession or control.

5.9.2.4. Except to the extent otherwise required by applicable law, the obligations under this section do not apply to information that (a) is or becomes generally known to the public other than as a result of disclosure by contractor, (b) was to contractor or had been previously possessed by contractor without restriction against disclosure at the time of receipt thereof by contractor, (c) was independently developed by contractor without violation of this Agreement, or (d) contractor and the University agree in writing from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this section as long as it exercises the same level of care to protect the other’s information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.

5.10. RECIPROCAL PREFERENCE

The State reserves the right to apply, before or after award of the contract, any reciprocal preference for Resident Bidders as set forth in Section 14-401 of the State Finance and Procurement Article of the Annotated Code of Maryland, at no additional cost to the State. As allowed by Section 14-401(d), a nonresident bidder or offeror submitting a bid or proposal shall attach to its bid or proposal a copy of the current statute, resolution, policy, procedures, or executive order of the resident state of the nonresident bidder or offeror that pertains to that state’s treatment of nonresident bidders or offerors. A resident offeror is defined as a business enterprise that has a Maryland address, is registered to do business in the State of Maryland, employs Maryland residents, and regularly conducts business within the State. The term includes subsidiaries, divisions, and branches headquartered outside of the State of Maryland.

5.11. PAYMENT TO CONTRACTOR BY ELECTRONIC FUNDS TRANSFER

By submitting a response to this solicitation, the bidder/offeror agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected bidder/offeror shall register using additional information at [http://compnet.comp.state.md.us](http://compnet.comp.state.md.us/)

click on the link for **GENERAL ACCOUNTING DIVISION**

Scroll down and click on **Electronic Funds Transfer Program**

Scroll down and click on **Form X-10**

This form will come up using Adobe Acrobat.

Mail the completed form with a copy of a voided check to the address at the bottom of the second page, or fax to 410-974-2309.

Address questions to Michael McMahon, Supervisor, Systems Control, Comptroller of Maryland, 410-260-7375

The form is available at http://compnet.comp.state.md.us/gad/pdf/gadx-10.pdf

Also see information on the MD State Comptroller’s web site at http://compnet.comp.state.md.us/gad/vendorinfo/eft/default.asp

Any offeror that will not accept payment by EFT must include a copy of the MD State Comptroller’s Office exemption notification with their proposal. Failure to either agree to accept payment via EFT, or to provide a valid MD State Comptroller’s Office exemption notification may result in the rejection of that firms proposal.

5.12. NONVISUAL ACCESS CLAUSE

The offeror warrants that the information technology offered in response to this RFP:

1. provides equivalent access for effective use by both visual and nonvisual means;

2. will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use,

3. if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and

4. is available, whenever possible without modification for compatibility with software and hardware for nonvisual access.

The bidder or offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5%.

If non visual access technology is not available from any qualified vendor and/or if the total cost to adapt non visual technology exceeds 5% additional, the above requirements will not apply. For purposes of this requirement, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech. Braille or other audible or tactile means used for output"

Desirable features of web based technology:

Given the importance of web access in the daily business of the University, bidders or offerors of web based services software should state whether they have been awarded “Nonvisual Accessibility Certification” from the National Federation of the Blind and present evidence of that award.

If Nonvisual Accessibility Certification has not been applied for or applied for and not yet granted, bidders or offerors should demonstrate how their product meets the criteria utilized by the National Federation of the Blind in granting that certification. Criteria can be found at http://www.nfb.org/seal/criteria.htm

Offerors must indicate, in the space provided, if the cost of modifying the information technology for compatibility with software and hardware used for nonvisual access would increase the cost of the procurement by more than five percent.

[ ] Yes, The cost of modifying the information technology for compatibility with software and hardware used for nonvisual access would increase the cost of the item(s) by more than five percent.

[ ] No, The cost of modifying the information technology for compatibility with software and hardware used for nonvisual access would NOT increase the cost of the item(s) by more than five percent.

[ ] Yes [ ] No The offeror has been awarded “Nonvisual Accessibility Certification” from the National Federation of the Blind.

The University may require the offeror to submit such documentation as is reasonably necessary to determine if nonvisual access is feasible and economical.

**ATTACHMENT A**

**PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT: I am the (title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. NOT USED**

**B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES**

The undersigned bidder or 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 or proposal and:

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

**B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES *(if applicable to the solicitation)***

The undersigned bidder or 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 preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is

committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the 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 criminal offense incident to obtaining or attempting to obtain, or performing a public or private contract, 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 Organizations Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 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 subsection (1), (2), (3), (4) or (5), above;

(7) Been found civilly liable under a state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) 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 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 it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**G. SUB-CONTRACT AFFIRMATION**

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

**H. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**I. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT: I am aware of and that the above business will comply with, Election Law Article, §§14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

**K. DRUG AND ALCOHOL-FREE WORKPLACE**

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs and alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace,

(ii) The business' policy of maintaining a drug and alcohol-free workplace,

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by K(2)(b), above;

(h) Notify its employees in the statement required by §K(2)(b) above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement, and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination, or

(ii) Require an employee to satisfactorily participate in a *bona fide* drug or alcohol abuse assistance or rehabilitation program; and,

(k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §K(2)(a)-(j), above.

(3) If the business is an individual, the individual shall certify and agree, as set forth in K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic )(foreign ) [check one] corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(If not applicable, so state.)

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**M. 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 or agent 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 or agent, any fee or any other consideration contingent on the making of the Contract.

**N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

(1) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(2) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

(3) The bidder or offeror warrants that, except as disclosed in §(4), below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

(4) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(5) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

**O. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

1. The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:
2. 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 §17-702 of State Finance & Procurement; and
3. it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.
4. The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**P. ACKNOWLEDGMENT**

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 submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy conferred by the Constitution and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business in respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

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

(Authorized Representative and Affiant)

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FEIN No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT B**

STANDARD CONTRACT TERMS AND CONDITIONS

and SAMPLE CONTRACT FORM

**(Will be completed by Successful Vendor Only)**



Contract No.:

This Agreement is entered as of the date of full execution between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with principal offices located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and authorized to do business in the State of Maryland. (hereinafter “contractor”) and the University of Baltimore, 1420 North Charles Street, Baltimore, MD 21201, a constituent institution of higher education in the University System of Maryland (“USM”) and an agency of the State of Maryland (hereinafter “the University”), In consideration of the mutual promises and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, University and contractor (collectively, the “Parties”) mutually agree as follows:

**1.** **Scope Of Work**:

Provide marketing, advertising, web design/development and creative services and implement a comprehensive marketing campaign beginning at the date of the award and continuing for a five-year contract term for the University of Baltimore per the specifications, pricing, terms and conditions of RFP \_\_\_ and \_\_\_’s proposal.

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

|  |  |  |  |
| --- | --- | --- | --- |
|  | Year 1 | Annual Advertising Budget: $800,000 - $1,000,000 (for proposal purposes). The total expenditures must include all the ad placements, services, supplies and features of the offeror’s technical proposal. |  |
|  |  | Estimated Media Buys |  |
|  |  | Labor and Production Costs |  |
|  |  | Professional Fees |  |
|  |  | Fees for Website Maintenance and Optimization |  |
|  |  | General and Administrative Fees |  |
|  |  | Other |  |
|  |  | Total |  |

**2.1. Payment Schedule:**

Offerors may submit a request for a progress payment schedule. Such a schedule must identify deliverables and the amount that will be paid upon delivery of each deliverable. Deliverables must be strictly and positively identified to the contract, and become the University’s property upon payment.

Written requests for reasonable pre-payment for media buys will be approved. The University, with advice from the contractor, will create a reconciliation process that links the pre-payment to the buy and creates a clear audit trail. The reconciliation would need to occur quarterly (minimum) and be reviewed by both the contractor and the University.

Offerors should provide information about such a tracking and reconciliation process in their proposal, and must provide all of the following with any request for payment:

* Itemized invoice that includes the project milestone, the contractor staff, by name and title, the number of hours worked and the hourly rate for each worker.
* Sign-off by UB that the work has been tested/reviewed and accepted by UB,
* The total amount of payment due for that invoice, including the expense related to each media vendor. The contractor should provide a running total or project plan showing tasks completed, tasks remaining, funds expended to date, and encumbered funds remaining.

Payments to the contractor pursuant to this contract shall be made no later than thirty (30) days after the University's receipt of a proper invoice from the contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities as applicable, are prohibited.

Contractor’s Federal Tax Identification Number orSocial Security Number is \_\_\_ .

**2.2. Invoicing -** Invoices in triplicate shall be provided to the University’s designated representative. Contractor agrees to include on the face of all invoices billed to the University, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations. If a Purchase Order document is issued, the Purchase Order Number must be included.

**3.** **Contract Term**

The anticipated contract term is five years from the date of contract award.

The University reserves the right to extend the contract on a month-to-month basis for up to six additional months at the same basis of pricing (prorated to the time required), terms and conditions.

**4. Modifications**

This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.

**5. Cost and Price Certification**

The contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

a. A negotiated contract, if the total contract price is expected to exceed $100,000, or a smaller amount set by the procurement officer; or

b. A change order or contract modification, expected to exceed $100,000, or a smaller amount set by the procurement officer.

c. The price under this Contract and any change order or modification hereunder, including profit or, fee, shall be adjusted to exclude any significant price increases occurring because the contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

**6. Variation in Estimated Quantities**

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer.

**7. Multi‑Year Contracts Contingent Upon Appropriations**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the contractor's rights under any termination clause in this contract. The effect of termination of the contract hereunder will be to discharge both the contractor and the University from future performance of the contract, but not from their rights and obligations existing at the time of termination. The contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the contract. The University shall notify the contractor as soon as it has knowledge that funds may not be available for the continuation of this contract for each succeeding fiscal period beyond the first.

**8. MBE Subcontracting Goal:**

8.1. An MBE subcontract participation goal of 11% of the contract value has been established for this contract.

8.2. Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Request for Proposals. MBE performance must be in accordance with the Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

8.3. Contractor will submit quarterly reports, on a form to be provided by the University of Baltimore, of payments made by UB to the contractor, and monthly payments the contractor makes to MBE subcontractors as submitted on the forms and exhibits in the RFP, and accepted by the University. Contractor will make a good-faith effort to achieve the MBE subcontracting goal.

**9.** Escrow Account.

The University will provide a sum of money to the Contractor for the sole purpose of establishing an escrow account for expediting payment of advertisements (media buys) under the provisions of this Agreement. Expenditures from this Account are restricted to payments to subcontractors approved by the University and no others. It shall be the Contractor’s responsibility to send an invoice to the University Project Manager when replenishment of funds is needed.

Contractor shall send a monthly accounting of “University advertisements (media buys)” by the first of each month, enumerating expenditures from the account and the current dollar balance of the Account to the UB Contract Administrator, with a copy to the UB Comptroller (sent to University of Baltimore, Office of the Comptroller, 1420 North Charles Street, Baltimore, MD 21201) .

Upon termination of this Agreement, or earlier if directed by the University’s Procurement Officer, the balance of the fund remaining in the Escrow Account will be returned to the University.

**10. Delays and Extensions of Time**

The contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the contractor or the subcontractors or suppliers.

**11. Suspension of Work**

The procurement officer unilaterally may order the contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the University.

**12. University Work Rules**

Employees and agents of contractor shall, while on the premises of the University, comply with all University rules and regulations. Contractor shall acquaint itself with conditions governing the delivery, receiving and storage of materials at the work site if applicable to this work, as not to interfere with University operations. Contractor shall not stop, delay, or interfere with University work schedule without the prior approval of the University’s specified representative.

**13. Harmony**

Contractor shall be entirely responsible for working in harmony with all others on the work site when contractor is working on University premises.

**14. Eligibility to Purchase**

Contractor agrees to extend the proposed price structure and discounts to all University System of Maryland campuses and facilities within the state of Maryland.

**15.** **Insurance**

If insurance is required by the University, the contractor shall maintain, during the term hereof, Workmen’s Compensation, Personal Injury and Property Insurance, and if the contract requires use of an automobile, Automobile Liability Insurance, in amounts required by statute. Contractor shall also require its subcontractors, if any, who enter University premises to maintain such insurance. Contractor and its subcontractors shall furnish the University, upon request, with copies of policies or other satisfactory proof of insurance.

**16.** **Insurance Requirements**

The contractor shall defend, indemnify and save harmless the University System of Maryland, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the errors, omissions and performance or non-performance by the contractor, employees or agents, of the work covered by this contract. The University shall not assume any obligation to indemnify, hold harmless or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.

The contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract, including any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the contractor under this contract. The amounts of insurance coverage specified below shall be the minimum amount of available insurance to satisfy claims; a policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.

a. Commercial General Liability Insurance including all extensions-

$2,000,000 each occurrence;

$2,000,000 personal injury;

$2,000,000 products/completed operations;

$2,000,000 general aggregated

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

c. Professional Liability Insurance, with a limit of not less than $1,000,000 per occurrence.

d. If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than $1,000,000 for each person and $2,000,000 for each accident, and property damage liability insurance, with a limit of not less than $2,000,000 for each accident.

e. Products liability insurance, if not included in the Comprehensive, with limits of not less than $1,000,000 for each person and $2,000,000 for each accident.

All policies for liability protection, bodily injury or property damage must specifically and expressly name the University System of Maryland as an insured with respect to operations under the contract and premises occupied by the contractor. With respect to the contractor's liability for bodily injury or property damage under the items above, such insurance shall cover and not exclude contractor's liability for injury to the property of the University System and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University System.

Each insurance policy shall contain the following endorsement: "It is understood and agreed that the Insurance Company shall notify the Procurement Officer in writing forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice must always be furnished. Following the notice of contract award, the requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.

All required insurance coverages must be acquired from insurers registered to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

**17.** **Non-Hiring of State Employees**

No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

**18. Disputes**

This contract shall be subject to USM Procurement Policies and Procedures. Pending resolution of a claim, the contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

**19. Termination for Convenience**.

The performance of work under this contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this contract that the contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

**20. Termination for Default**.

(1) The University may, subject to the provisions of paragraph (3) below, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances: (a) If the contractor fails to perform within the time specified herein or any extension thereof-, or (b) If the contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the procurement officer may authorize in writing) after receipt of notice from the procurement officer specifying such failure.

(2) In the event the University terminates this contract in whole or in part as provided in paragraph (1) of this clause, the University may procure substitute performance upon terms and in whatever manner the procurement officer may deem appropriate, and the contractor shall be liable to the University for any excess costs for substitute performance; provided, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(3) Except with respect to defaults of subcontractors, the contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the University in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if the default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform unless substitute performance for the subcontractor was obtainable from another source in sufficient time to permit the contractor to meet the performance schedule.

(4) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the University, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the University, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(5) If this contract is terminated as provided in paragraph (1) of this clause, the University, in addition to any other rights provided in this clause, may require the contractor to transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the procurement officer, (a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University; and the contractor shall, upon direction of the procurement officer, protect and preserve property in the possession of the contractor in which the University has an interest. Payment for completed supplies delivered to and accepted by the University shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the University and for the protection and preservation of property shall be in an amount agreed upon by the contractor and procurement officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The University may withhold from amounts otherwise due the contractor hereunder such sum as the procurement officer determines to be necessary to protect the University against loss because of outstanding liens or claims of former lien holders.

(6) The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(7) As used in paragraph (3) of this clause, the terms, "subcon-tractor" and "subcontractors" mean subcontractor(s) at any tier.

**21.** **Maryland Law Prevails**.

The provisions of this contract shall be governed by the laws of Maryland.

**22. Compliance with Laws**

The contractor hereby represents and warrants that:

1. It is qualified to do business in the state of Maryland and that it will take such actions as, from time to time hereafter, may be necessary to remain so qualified;
2. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this contract: and
3. it shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this contract.
4. It shall comply with background checks, training and reporting of suspected child abuse and neglect in accordance with Maryland law and University policy.
5. The Parties agree to maintain the privacy and security of personally identifiable education records and health information and to prevent disclosure in compliance with Federal laws.

**23. Retention of Records**.

The contractor shall retain and maintain all records and documents relating to this Purchase Order for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

**24. Tax Exemption**

The State is generally exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, District of Columbia Sales Taxes and Transportation Taxes. Exemption certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the contractor shall pay the Maryland Sales Tax and the exemption does not apply.

**25. Nondiscrimination in Employment**

The contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**26. Financial Disclosure.**

The contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**27. Political Contribution Disclosure.**

The contractor shall comply with Election Law § 14-101 through 14-108, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate $100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws:

a. before a purchase or execution of a lease or contract by the University, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and

b. if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on (1) February 5, to cover the 6-month period ending January 31; and (2) August 5, to cover the 6-month period ending July 31.

**28. Contingent Fee Prohibition.**

The contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

**29. Pre-existing Regulations.**

The USM Procurement Policies and Procedures in effect on the date of execution of this contract are applicable to this contract.

**30. Notice**

Any notice to either Party hereunder must be in writing and signed by the Party giving notice, unless otherwise stated in this Agreement. Written notice shall be served (1) by hand, (2) through the United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (3) through an expedited mail or package service, if a receipt showing the delivery has been retained, and addressed as identified in this Addendum or to such other addressee as may be hereafter designated by written notice. Notice shall be effective upon receipt.

University of Baltimore Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:

Telephone:

e-mail address: \_\_\_\_\_\_\_\_

# 31. Software Licensing

# Licensor represents and warrants that the software, as delivered to the University, does not contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used. The software is hereby warranted to operate in accordance with its user manuals, either automatically, upon the occurrence of Licensor-selected conditions, or manually on the command of Licensor.

No shrinkwrap agreement, clickwrap agreement or any handwritten text purporting to modify or supplement this contract, except as expressly incorporated herein, will add to or vary the terms of this Agreement.

**32. MUCITA**

The Maryland Uniform Computer Information Transactions Act (MUCITA), Maryland Code Annotated [Commercial Law] 21-101 through 21-816, does not govern this Agreement, except to the extent that section 21-104(2) of the Act applies. The parties further agree that this Agreement shall be governed by the common law of Maryland relating to written agreements and Maryland statutes other than MUCITA which may apply.

**33. Protests and Claims**

Any protest regarding the award of this contract or claim arising out of this contract shall be administered in accordance with the University System of Maryland Procurement Policies and Procedures, Section X - Protests and Claims. Detail is available by accessing the following web site: [www.purchase.umd.edu](http://www.purchase.umd.edu)

Click on this web site, then select the category "Policies and Procedures", followed by "USM Procurement Policies and Procedures".

**34. Intellectual Property**

Work for Hire. Contractor understands and agrees that any and all materials and deliverables that are subject to copyright protection and are developed in connection with the performance of this contract (Works) shall constitute a work for hire as that term is defined in the Copyright Act of 1976, as amended. As a result, all right, title and interest in and to all such Works shall belong exclusively to the University, including without limitation all copyrights and other intellectual property rights therein. If for any reason a Work is not deemed to be a work for hire, contractor hereby grants, transfers, sells and assigns, free of charge, exclusively to the University, all title, rights and interest in and to said Work, including all copyrights and other intellectual property rights. The Contractor further agrees to execute and deliver to the University a confirmatory grant and assignment of all rights in and to Works and to execute any other proper document the University deems necessary to ensure the complete and effective transfer of all rights in Works to the University.

# University Ownership of Deliverables and Related Materials. In accordance with the preceding paragraph, Works developed in connection with this contract are the exclusive property of the University. Contractor agrees to deliver all Works to the University upon completion of the order. Works include but are not limited to editorial drafts, original copy, photographs, proofs, corrected proofs, camera-ready boards and similar editorial materials and all negatives, flats, engravings, photostats, drawings and other production materials. Contractor shall be responsible for delivering all Works to the University no later than fifteen (15) working days form the date of final contract deliverables. In the event the contractor fails to return all such materials by this deadline and the University desires to use Works again, contractor shall provide the University with equivalent materials, at its own expense, or reimburse the University, in full, for the cost of developing equivalent materials.

# Intellectual Property Warranty and Indemnification. The contractor represents and warrants that any materials or deliverables, including all Works, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If deliverables, materials or Works provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, University shall have the right, in its sole discretion, to require contractor to produce, at contractor’s own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the University under law or equity. Contractor further agrees to indemnify and hold harmless the University, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before contractor receives payment under this contract, University shall be entitled, upon written notice to contractor, to withhold some or all of such payment.

**35. Changes**

The Procurement Officer may at any time, by written order, make unilateral changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when any supplies to be furnished are to be specially manufactured for the University in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

35.1 The section entitled “Delays and Extensions of Time” prohibits the contractor from making charges or claims for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this contract. If a change, as allowed above, causes an increase or decrease in the cost of the work which is not time-related, the University shall make an equitable adjustment in the contract price and shall modify the contract.

35.2 The contractor must assert its right to an adjustment under this section within 30 days from the date of receipt of the written order. Any request for an adjustment must be submitted in writing to the Procurement Officer.

35.3 Failure to agree to any adjustment shall be a dispute under the Disputes section. However, nothing in this section shall excuse the contractor from proceeding with the contract as changed.

**36.** **Indemnification**.

The University shall not assume any obligation to indemnify, hold harm­less, or pay attorneys' fees that may arise from or in any way be asso­ciated with the performance or operation of this agreement.

Any proposal for terms in addition to or different from those set forth in this contract or any attempt by the contractor to vary any of the terms of this offer by contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the contractor without the additional or different terms. If this purchase order is an acceptance of a prior offer by the contractor, the acceptance is expressly conditioned upon contractor's assent to any additional or different terms contained herein. The contractor understands and agrees that the terms and conditions of this purchase order may not be waived.

**37. Counterpart Originals and digital copies**

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute one document. Original signatures delivered by means of facsimile or other electronic communication shall be considered to be original signatures. Contractor shall provide prior written notice of any proposed change in terms affecting this Agreement and such changes shall not be enforceable against University unless and until University provides prior written consent to those new terms.

**38. Precedence**

If there is any ambiguity, discrepancy or conflict in the terms of the documents referenced in this contract, the discrepancy or conflict will be resolved by giving precedence to the documents in the following order:

First: This Contract

Second: The Request For Best and Final Offers

Third: The RFP

Fourth: The Contractor’s Best and Final Offer

Fifth: The Contractor’s Proposal

AGREED TO BY: The University of Baltimore AGREED TO BY: (Contractor)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature) (Signature)

Blair Blankinship \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed name) (Printed name)

Director of Procurement \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

(Title) (date) (Title) (date)

**ATTACHMENT C**

**CONTRACT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT

I am the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (title) and the duly authorized representative of (business) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and that I possess the legal authority to make this affidavit on be of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT-

(1) The business named above is a (domestic []) (foreign []) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) 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 §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

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

(Authorized Representative and Affiant)

**ATTACHMENT D**

**FORM FOR PRICE PROPOSAL**

It is essential that price proposals be separately sealed from technical proposals. The Financial proposal shall cover all proposed items, services and prices. The price proposal form is to be completed in full and signed for each proposal. Worksheets or automated price quotation systems may be used to provide additional information, but price evaluation will be based on prices entered on this form. Prices will be evaluated for the entire five year term. The price proposal form must be signed by an individual authorized to bind the contractor and must include the contractor's name, typed or written legibly.

Form for Price Proposal

|  |  |  |  |
| --- | --- | --- | --- |
|  | Year 1 | Annual Advertising Budget: $800,000 - $1,000,000 (for proposal purposes). The total expenditures must include all the ad placements, services, supplies and features of the offeror’s technical proposal. |  |
|  |  | Estimated Media Buys | $ |
|  |  | Labor and Production Costs | $ |
|  |  | Professional Fees | $ |
|  |  | Fees for Website Maintenance and Optimization | $ |
|  |  | General and Administrative Fees | $ |
|  |  | Other | $ |
|  |  | **Total:** | $ |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Year 2 | Annual Advertising Budget: $800,000 - $1,000,000 (for proposal purposes). The total expenditures must include all the ad placements, services, supplies and features of the offeror’s technical proposal. |  |
|  |  | Estimated Media Buys | $ |
|  |  | Labor and Production Costs | $ |
|  |  | Professional Fees | $ |
|  |  | Fees for Website Maintenance and Optimization | $ |
|  |  | General and Administrative Fees | $ |
|  |  | Other | $ |
|  |  | **Total:** | $ |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Year 3 | Annual Advertising Budget: $800,000 - $1,000,000 (for proposal purposes). The total expenditures must include all the ad placements, services, supplies and features of the offeror’s technical proposal. |  |
|  |  | Estimated Media Buys | $ |
|  |  | Labor and Production Costs | $ |
|  |  | Professional Fees | $ |
|  |  | Fees for Website Maintenance and Optimization | $ |
|  |  | General and Administrative Fees | $ |
|  |  | Other | $ |
|  |  | **Total:** | $ |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Year 4 | Annual Advertising Budget: $800,000 - $1,000,000 (for proposal purposes). The total expenditures must include all the ad placements, services, supplies and features of the offeror’s technical proposal. |  |
|  |  | Estimated Media Buys | $ |
|  |  | Labor and Production Costs | $ |
|  |  | Professional Fees | $ |
|  |  | Fees for Website Maintenance and Optimization | $ |
|  |  | General and Administrative Fees | $ |
|  |  | Other | $ |
|  |  | **Total:** | $ |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Year 5 | Annual Advertising Budget: $800,000 - $1,000,000 (for proposal purposes). The total expenditures must include all the ad placements, services, supplies and features of the offeror’s technical proposal. |  |
|  |  | Estimated Media Buys | $ |
|  |  | Labor and Production Costs | $ |
|  |  | Professional Fees | $ |
|  |  | Fees for Website Maintenance and Optimization | $ |
|  |  | General and Administrative Fees | $ |
|  |  | Other | $ |
|  |  | **Total:** | $ |

The contractor must submit monthly invoices for reimbursement of all costs and fees, including:

* media buys
* labor/production costs
* general and administrative costs
* professional fees
* other fees (if any).

The contractor’s invoices must be accompanied by copies of the actual invoices from all media outlets (radio stations, newspapers, magazines, etc.)

|  |
| --- |
| In compliance with specifications terms and conditions of this RFP, the undersigned agrees, if this offer is accepted by the University, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the RFP and offeror’s proposal.  This contract incorporates the Solicitation/Request for Proposal and any amendments thereto, as well as contractor's proposal and amendments thereto. In the event of a discrepancy between the terms of this contract, including amendments and modifications made thereto, and contractor's proposal and amendments thereto, the discrepancy shall be resolved by giving precedence in the following order:  a) This contract, including the Solicitation/Request for Proposal and amendments and modifications made thereto  b) Contractor's proposal, including amendments and modifications made to the proposal.  Signature, name and title of person authorized to sign offer:  By : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Printed name)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Title)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Date) |

**ATTACHMENT E**

**MINORITY BUSINESS ENTERPRISE (MBE) NOTICE**

**Minority Business Enterprises are encouraged to respond to this solicitation.**

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE GOALS AND SUB GOALS

􀂉 An MBE subcontract participation goal of 11 percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract will be performed by certified minority business enterprises.

OR

􀂉 An overall MBE subcontract participation goal of 11 percent of the total contract dollar amount has been established for this procurement. This percentage of the total dollar amount includes:

􀂉 A sub goal of \_\_\_\_ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women owned businesses.

􀂉 A sub goal of \_\_\_ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses. By submitting a response to this solicitation, the bidder or offeror agrees that these percentage of the total dollar amounts of the contract will be performed by certified minority business enterprises as specified.

♦ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.

♦ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

**SOLICITATION AND CONTRACT FORMATION**

A bidder or offeror must include with its bid or offer a completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) whereby:

(1) the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.

(2) the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE

Participation Schedule.

**If a bidder or offeror fails to submit Attachment E1 with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.**

Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

(1) Outreach Efforts Compliance Statement (Attachment B)

(2) Subcontractor Project Participation Statement (Attachment C)

(3) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.

(4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified

MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.

2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the department a report that identifies the prime contract and lists all payments received from contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.

3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the contractor and furnished to the Procurement Officer on request.

4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the state’s representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for state inspection for three years after final completion of the contract.

5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

**Liquidated Damages**.

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and contract provisions. The state and the contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the state that the contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the contractor agrees to pay liquidated damages to the state at the rates set forth below. The contractor expressly agrees that the state may withhold payment on any invoices as a set-off against liquidated damages owed. The contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the state is anticipated to incur as a result of such violation.

a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): $20.39 per day until the monthly report is submitted as required.

b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): $71.36 per MBE subcontractor.

c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.

d. Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

e. [DO NOT INCLUDE IN CONTRACTS THAT ARE SUBJECT TO SECTION 15-226 OF THE STATE FINANCE AND PROCUREMENT ARTICLE – CONSTRUCTION CONTRACTS – PROMPT PAYMENT OF SUBCONTRACTORS]. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: $76.46 per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the state reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.”

ATTACHMENTS

A. **Certified MBE Utilization and Fair Solicitation Affidavit** (must be submitted with bid or offer)

B. **Outreach Efforts Compliance Statement** (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

C. **Subcontractor Project Participation Statement** (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

**Attachment E1**

**MDOT Certified MBE Utilization and Fair Solicitation Affidavit**

***(submit with your Proposal)***

This document **MUST BE** **included with the bid or offer**. If the bidder or **offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.**

In conjunction with the bid or offer submitted in response to Solicitation No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I affirm the following:

1. 🞏 I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_\_\_ percent and, if specified in the solicitation, sub goals of \_\_\_\_\_\_ percent for MBEs classified as African American-owned and \_\_\_\_\_\_ percent for MBEs classified as women-owned. Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

**OR**

🞏 I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.

***2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.***

(a) Outreach Efforts Compliance Statement (Attachment B)

(b) Subcontractor Project Participation Certification (Attachment C)

(c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable**.**

3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

4. Set forth below are the

(i) certified MBEs I intend to use and

(ii) the percentage of the total contract amount allocated to each MBE for this project and the work activity(ies) each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those work activities for which they are MDOT certified.

|  |  |  |
| --- | --- | --- |
| Prime Contractor:  (Firm Name, Address, Phone) | | Project Description: |
| Project Number: | |
| List Information For Each Certified MBE Subcontractor On This Project | | |
| Minority Firm Name MBE Certification Number  For Dually Certified MBE Subcontractors, Identify the Applicable Certification Category (*Check Only One Certification Category)*  🞏 African American Owned 🞏 Woman-Owned | | |
| Percentage of Total Contract Value to be provided by this MBE: \_\_\_\_ %  Description of Work to Be Performed: | | |
| Minority Firm Name MBE Certification Number  For Dually Certified MBE Subcontractors, Identify the Applicable Certification Category (*Check Only One Certification Category*)  🞏 African American Owned 🞏 Woman-Owned | | |
| Percentage of Total Contract Value to be provided by this MBE: \_\_\_\_%  Description of Work to Be Performed: | | |
| Minority Firm Name MBE Certification Number  For Dually Certified MBE Subcontractors, Identify the Applicable Certification Category (*Check Only One Certification Category*)  🞏 African American Owned 🞏 Woman-Owned | | |
| Percentage of Total Contract Value to be performed by this MBE: \_\_\_\_%  Description of Work to Be Performed: | | |
| Minority Firm Name MBE Certification Number  For Dually Certified MBE Subcontractors, Identify the Applicable Certification Category (*Check Only One Certification Category*)  🞏 African American Owned 🞏 Woman-Owned | | |
| Percentage of Total Contract Value to be performed by this MBE: \_\_\_\_%  Description of Work to Be Performed: | | |

Continue on a separate page, if needed.

***Summary***

Total *African-American MBE* Participation: %

Total *Woman-Owned* MBE Participation: %

Total *Other* Participation %

**Total *All MBE* Participation:**  %

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder/Offeror Name Signature of Affiant

*(please print or type)*

Name:

Title:

**Attachment E2**

**Outreach Efforts Compliance Statement**

**Complete and submit this form within 10 working days of notification of apparent**

**award or actual award, whichever is earlier.**

In conjunction with the bid or offer submitted in response to Solicitation No. \_\_\_\_\_\_\_\_\_,

Bidder/offeror states the following:

1. Bidder/offeror identified opportunities to subcontract in these specific work categories.

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.

3. Bidder/offeror made the following attempts to contact personally the solicited MDOT certified MBEs.

4. Select ONE of the following:

a. [ ] This project does not involve bonding requirements.

**OR**

b. [ ] Bidder/offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).

5. Select ONE of the following:

a. [ ] Bidder/offeror did/did not attend the pre-bid/proposal conference.

**OR**

b. [ ] No pre-bid/proposal conference was held.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder/Offeror Printed Name

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder/Offeror Signature

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment E3**

**Subcontractor Project Participation Certification**

*Please complete and submit* ***one form for each MDOT certified MBE*** *listed on Attachment E1*

*within 10 working days of notification of apparent award.*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*prime contractor*) has entered into a contract with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*subcontractor*) to provide services in connection with the Solicitation described below.

|  |  |
| --- | --- |
| Prime Contractor Address and Phone | Project Description |
| Project Number | Total Contract Amount $ |
| Minority Firm Name MBE Certification Number | |
| Percentage of Total Contract | |

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

(1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;

(2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;

(3) fail to use the certified minority business enterprise in the performance of the contract; or

(4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

**Prime Contractor Signature Subcontractor Signature**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, Title Name, Title

Date Date

**ATTACHMENT F**

**Affidavit of Agreement Maryland Living Wage Requirements**

**Service Contracts**

**Contract No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**If the Contract is Exempt from the Living Wage Law**

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the contract is exempt from Maryland’s Living Wage Law for the following reasons: (check all that apply)

[ ] Offeror is a nonprofit organization

[ ] Offeror is a public service company

[ ] Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000.

[ ] Offeror employs more than 10 employees and the proposed contract value is less than $100,000.

B. The offeror affirms it has no covered employees for the following reasons: (check all that apply)

[ ] All employee(s) proposed to work on the state contract will be 17 years of age or younger during the duration of the State contract; or,

[ ] All employee(s) proposed to work on the state contract will work less than 13 consecutive weeks on the State contract.

[ ] All employee(s) proposed to work on the state contract will spend less than one-half of the employee’s time during every work week on the state;

**If the Contract is a Living Wage Contract**

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The bidder/offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on state contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a state contract for services. The contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

Signature of Authorized Representative who affirms their commitment to comply:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Authorized Representative (Type or Print Clearly)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature Date

**ATTACHMENT G**

**COMPANY PROFILE**

COMPANY NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE OF INCORPORATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TYPE OF WORK PERFORMED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NUMBER OF YEARS IN BUSINESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TYPE OR ORGANIZATION: (I.E., PARTNERSHIP, INDIVIDUAL, JOINT VENTURE, OTHER):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF PRINCIPAL(S) AND TITLES(S):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BRIEF HISTORY OF COMPANY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TOTAL NUMBER OF EMPLOYEES: 2016: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2015: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2014: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TOTAL NUMBER OF CLIENTS: 2016: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2015: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2014: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TOTAL ANNUAL REVENUE/BILLINGS: 2016: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2015: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2014: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_