

University of Maryland College Park



Request for Proposal (RFP) No. 113309 For Advertising and Enrollment Marketing for UMD Smith School MBA & Honors Programs

Issue Date:	9/15/2021
Pre-Proposal Conference:	9/28/2021; 10-11AM, E.T.
Deadline for Questions:	10/1/2021; 9AM, E.T.
Proposal Due Date:	10/21/2021; 9AM, E.T.

WARNING: Contractors 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. Contractors who fail to notify the Issuing Office with this information assume complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

Contractors are cautioned not to make changes to any of the terms and conditions in this solicitation. Doing so may render a Contractor's proposal unacceptable and subject to rejection. Questions and comments may be addressed to the point of contact identified in Section A-1, Item 9 of this document.

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**PART I – THE SCHEDULE
SECTION A-1 – SOLICITATION / CONTRACT FORM**

1. CONTRACT NUMBER	2. SOLICITATION NUMBER 113309	3. TYPE OF SOLICITATION NEGOTIATED (RFP)	4. DATE ISSUED 9/15/2021	5. REQUISITION NUMBER N/A
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6. ISSUED BY UNIVERSITY OF MARYLAND DEPARTMENT OF PROCUREMENT AND STRATEGIC SOURCING 2113-R CHESAPEAKE BUILDING COLLEGE PARK, MARYLAND 20742	7. ADDRESS PROPOSAL TO Box Folder: See Box Logistics (Section A-2, Subsection D) ATTN: RFP# 113309
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SOLICITATION

8. Sealed proposals in original plus number of copies specified in Section A-2, Subsection D for furnishing the supplies or services in the Schedule will be received at the location specified in Item 7 (if no location is specified in Item 7, then the location specified in Item 6) until the date and time specified in Section A-2, Subsection E.

CAUTION – LATE Submissions, Modifications, and Withdrawals; see Section A-2, Subsection F entitled "Late Proposals". All offers are subject to all terms and conditions contained in this solicitation.

9. FOR INFORMATION CALL	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS	D. FAX NUMBER
	Cari Pfister	AREA CODE 301	NUMBER 405-5848		

OFFER (Must be fully completed by Contractor)

10. In compliance with the above, the undersigned agrees, if this offer is accepted within the time period specified in Section A-2, Subsection G, 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 Schedule.

11. ACKNOWLEDGEMENT OF AMENDMENTS
The Contractor acknowledges receipt of all amendments to the SOLICITATION.

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.

This contract, including the documents incorporated by reference and any negotiated changes prior to contract award, contains the entire agreement of the parties and supersedes all prior agreements and understandings, oral or otherwise, between the parties.

12. NAME, ADDRESS AND FEI NUMBER OF CONTRACTOR	13. CONTRACTOR REMIT-TO ADDRESS	14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Print or Type)
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15. TELEPHONE NUMBER	16. SIGNATURE		17. OFFER DATE
AREA CODE NUMBER EXT.			

AWARD (To be completed by University)

18. ACCEPTED AS TO ITEMS LABELED	19. AMOUNT	20. FRS ACCOUNT NUMBER
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21. ADMINISTERED BY (If other than Item 6)

22. NAME OF PROCUREMENT OFFICER (Type or Print)	23. UNIVERSITY OF MARYLAND (Signature of Procurement Officer)	24. AWARD DATE
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IMPORTANT – Award will be made on this Form or by other authorized official written notice.

Section A-2 -- Instructions, Conditions and Notices to Contractors

A. ISSUING OFFICE

The sole point of contact at the University of Maryland, College Park (hereinafter “University” or “University of Maryland”) for purposes of this Request for Proposal (RFP) is the Issuing Office. The location of the Issuing Office is contained in Part I, Section A-1, Item 6 of this document. Point of contact information is listed in Part I, Section A-1, Items 9(a) through 9(d) of this document.

B. PRE-PROPOSAL VIRTUAL CONFERENCE

An optional virtual pre-proposal conference will be held **on Tuesday, September 28, 2021; 10-11AM, E.T.**

Firms should estimate a duration of a maximum 1 Hour. Contractors who are attending the virtual pre-proposal conference are requested confirm attendance to **cpfister@umd.edu** by Wednesday, September 22, 2021. A virtual web link will be provided to those confirming attendance. If no Contractors confirm attendance by September 22, 2021, the Conference may be canceled.

Any and all dialogue at the virtual meeting is unofficial. Send questions to be potentially addressed at the Pre-proposal conference to **cpfister@umd.edu** by 10 AM, E.T. on September 22, 2021. Such requests should contain the subject line “**Pre-proposal Questions – RFP 113309.**” Any questions submitted in writing, that are not addressed at Pre-Proposal Virtual Conference, will be responded to in accordance with Section C. “Questions” below.

While attendance at the pre-proposal virtual conference is not mandatory, all interested Contractors are encouraged to attend to be able to better prepare acceptable proposals.

C. QUESTIONS

Each Contractor is responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Contractors and the University will be formally made at scheduled meetings or in writing through the Issuing Office. Requests for clarification or additional information must be made in writing to the Procurement Officer and received at the Issuing Office no later than October 1, 2021; 9AM, E.T. Such requests should contain the following: “**QUESTIONS: RFP #113309**”. Only written communications relative to the procurement shall be considered. Hard copy, facsimile and electronic mail are acceptable methods for submission of questions. It is incumbent upon the Contractor to verify University receipt of their questions.

All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Contractors who are on record with the Procurement Officer as having received this RFP. No oral communications can be relied upon for proposal purposes.

To the extent that a question causes a change to any part of this RFP, an amendment shall be issued addressing such.

D. SUBMISSION OF PROPOSALS

Proposals must be:

- (1) submitted in the format set forth herein,
- (2) made in the official name of the firm or individual under which Contractor's business is conducted (including the official business address),
- (3) signed by a person duly authorized to commit Contractor to the proposal,
- (4) separated into Technical and Financial volumes, and
- (5) addressed to the Procurement Officer identified in Section A-1, Item 9 and sent to the address shown in Section A-1, Item 7.

The Contractor must submit **one (1) original file (marked "Original Technical Proposal – *insert firm name*")** and **one (1) original file (marked "Original Financial Proposal – *insert firm name*")** to the respective Box Folders. Commingling of technical and financial information or failure to submit the two volumes separately and sealed may result in the proposal being deemed **NON-ACCEPTABLE** and thereby rejected.

BOX LOGISTICS:

TECHNICAL FOLDER:

<https://umd.app.box.com/f/8644c6b0928f48e99112bd01cfe47e27>

FINANCIAL FOLDER:

<https://umd.app.box.com/f/8e84bc58219747c781f52c5379c0f5ae>

**NOTE: IF THERE ARE ISSUES WITH SUBMITTING, PLEASE SEND AN EMAIL TO:
CPFISTER@UMD.EDU**

E. CLOSING DATE

Proposals must arrive at the location identified in Section A-1, Item 7 of this document on or before **Thursday, October 21, 2021; 9AM E.T.** as applicable, in the format set forth herein. Proposals submitted to any other address, or after October 21, 2021; 9AM EST, will not be considered.

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 Contractors will not be released until after award.

F. LATE PROPOSALS

Any proposal, request for withdrawal, or modification of a proposal including a Best and Final Offer (BAFO) that is not received at the designated location, time and date set forth herein will be considered late and shall not be considered. Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of the Contractor. Exceptions may be authorized, at the sole discretion of the Procurement Officer, when the reason for the late proposal, late request for

withdrawal, late modification of a proposal or BAFO is due to the action or inaction of the University. A record of the late proposal, request for withdrawal, modification of a proposal or BAFO shall be made in the appropriate procurement file.

G. DURATION OF PROPOSAL OFFER

Proposals shall be valid for a minimum of 120 days following the closing date of this RFP. If an award is not made during that period, the proposal shall automatically extend for another 120 days, unless the Contractor gives specific written notice to the Procurement Officer at least 15 days before the expiration of the then current 120 day period. Proposals shall automatically renew for an additional 120 days until such time as 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, Contractor guarantees that its offer shall be firm for the period specified above.

H. AMENDMENTS TO THE RFP

If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an amendment to Contractors who are on record with the Procurement Officer as having received this RFP. All amendments shall become a part of this RFP. Each Contractor must acknowledge receipt of amendments, and the failure of a Contractor to acknowledge any amendment shall not relieve the Contractor of the responsibility for complying with the terms thereof.

I. ALTERNATE PROPOSALS

Alternate proposals shall not be allowed or accepted, nor will they be considered, for this solicitation.

J. 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.

K. RESERVED

L. PUBLIC INFORMATION ACT NOTICE

Contractors shall specifically identify those portions of their proposals that they deem to contain confidential, proprietary information or trade secrets and shall provide specific justification, with respect to each separate portion identified, 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.

In order for such claims of confidentiality to be considered, Contractors must clearly identify and provide individual justification for each and every section that is claimed to contain confidential, proprietary information or trade secrets. It is **NOT** sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks some or all pages as confidential. General claims of confidentiality or similar blanket designations shall not be effective.

M. TWO VOLUME PROPOSAL

The selection procedure for this procurement requires an independent evaluation of the technical and financial proposals. This separation allows for evaluation of technical proposals, on a “go/no-go” or “pass/fail” decisional rule based on meeting the technical specifications and business requirements. Consequently, Contractor shall submit its proposal in two separately sealed volumes as indicated below. No pricing information is to be included in the technical proposal.

See Part IV, Section L for additional details pertaining to the evaluation process.

1. VOLUME I – TECHNICAL SPECIFICATIONS AND BUSINESS REQUIREMENTS

This volume should be prepared in a clear and concise manner with pages numbered. The technical volume shall not contain any price information. If such is included in the technical volume, it may not be evaluated by the financial evaluation committee. Volume I must contain the following sections:

a. EXECUTIVE / MANAGEMENT SUMMARY

The Executive/Management Summary should contain a brief synopsis of how the Contractor's proposal meets the needs of the University.

b. THE TECHNICAL PROPOSAL

Volume I – Technical.

Contractors are urged to read the specifications very carefully and to submit their questions, in writing, by the due date for questions. Misinterpretation of specifications by the Contractor shall not relieve the Contractor of responsibility to accurately address the requirements of this RFP or to perform the contract, if awarded.

The information/items specified herein must be addressed in the technical proposal. The proposal must expressly indicate that it satisfies each point of the RFP requirements and specifications, reference Section C. Simple YES or NO responses to stated requirements are insufficient. Rather, the Contractor must describe in detail how the proposed products and/or services meet or exceed the stated requirements. Additionally, the Contractor must explain any exception or deviation from the requirements.

Proposals must be:

- (1) submitted in the format set forth herein,
- (2) made in the official name of the firm or individual under which Contractor's business is conducted (including the official business address),
- (3) signed by a person duly authorized to commit Contractor to the bid,
- (4) separated into independent Technical and Financial Proposal Volumes
- (5) addressed to the Procurement Officer identified in Section A-1, Item 9 and sent to the address shown in Section A-1, Item 7.

- (6) The Contractor's Technical Proposal shall include the following documents:
- The Contractor must submit one original (marked "original") of the technical volume
 - The volume which contain original documents, should be clearly identified as the **ORIGINAL Technical Volume**
 - Technical Proposal must contain:
 - Contractors must complete Items 11, 12, 13, 14, 15, 16 and 17 of the Solicitation / Contract Form (Section A-1) of this document and include TWO signed originals as part of Contractor's Technical proposal, in the original Technical Volume. Failure to submit these signed documents may cause the Contractor's proposal to be rejected, at the sole discretion of the University.
 - Completed Section C Requirements including the:
 - Matrix
 - References
 - Resumes of key personnel
 - Past Performance Support Documentation (how is this different from references? Past Performance is a definition from the Contractor of previous efforts to demonstrate their capability. References can utilize the past performance, however, references are those folks contacted to determine the validity of the company's past performance statements.)
- Affidavits/Certifications forms as follows:
- Completed and signed Maryland Proposal Affidavit
 - Completed and signed Conflict of Interest Affidavit and Disclosure
 - Required Economic Benefits to Maryland Information
 - Any additional support documentation required.
- (7) The University may make a final determination regarding a proposal's acceptability solely on the basis of the proposal as submitted.

(8) **FEDERALLY-FUNDED AFFIDAVIT**

No federal funding is utilized in this Contract.

2. VOLUME II - FINANCIAL

This volume consists of and must contain the following items. Contractors shall not include any technical information or specifications in the financial volume. If such are included in the financial volume, they may not be evaluated by the technical evaluation committee.

a. PRICING SECTION

This volume shall be in accordance with Section B – Pricing.

b. FINANCIAL VIABILITY

The University reserves the right to require, during proposal evaluation, that the Contractor provide a copy of its most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement and Cash Flow Statement or other acceptable financial information. These documents may be relied on in any determination regarding Contractor financial responsibility.

c. NOTICES INFORMATION

Contractors must complete Section G.5 and submit this information as part of their financial proposal.

N. CANCELLATION OF THE RFP

The University may cancel this RFP, in whole or in part, or reject all proposals submitted in response to the RFP when such action is determined to be fiscally advantageous to the University and/or the State or otherwise in the best interest of the University and/or the State.

O. ORAL PRESENTATIONS

This section applies to short-listed demonstrations only.

At the sole discretion of the Procurement Officer, short-listed Proposers may be invited to provide an oral presentation and product demonstration. Information provided during this phase will be used to supplement the prior evaluation of the written technical proposal and the final evaluation of technical capabilities will take into account both the written technical proposal and the oral presentation/product demonstrations. Information provided during this phase will be used to supplement the prior evaluation of the written technical proposal and the final evaluation of technical capabilities will take into account both the written technical proposal and the oral presentation/product demonstrations. Notwithstanding the possibility of a request for an oral presentation, Contractors shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation.

- 1.0 The University reserves the right to waive the Oral Presentation/Product Demonstration, in which case the technical evaluation will be based on the written technical proposal submittal alone. Proposers are therefore encouraged to submit the best possible proposal at each opportunity for submittal
- 2.0 The due date and time of the oral presentation/product demonstration will be determined by the University upon evaluation completion of Technical Proposals. The actual date will be verified with the applicable Proposers at the time the presentation is requested.
- 3.0 The purpose of the oral presentation is to demonstrate the ability to add value by providing effective and cost-efficient marketing communications.
- 4.0 The criteria and format of the demonstration will be provided with the written request to conduct an oral presentation.

P. SOLICITATION, PROPOSAL ACCEPTANCE, AWARD AND DISCUSSIONS

This RFP creates no obligation on the part of the University to award a contract or to compensate Contractors for proposal preparation expenses. The University reserves the unilateral right to cancel this solicitation at any time and to accept or reject any and all proposals, in whole or in part, received in response to this RFP; the unilateral right to award a contract in whole or in part; to award a contract to one Contractor; and to waive or permit cure of minor irregularities; and to conduct discussions with Contractors in any manner necessary to serve the best interest of the University. The University intends to make an award to the lowest price technically acceptable offeror. In order to be considered technically acceptable, Contractors must meet all technical specifications and business requirements as delineated in this solicitation. Only those Contractors meeting the technical specifications and business requirements will be considered in the financial evaluation.

Discussions may be conducted with those Contractors who submit proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award. However, the University reserves the right to award a contract based upon the proposals received without further discussions.

Q. EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the Procurement Officer may require Contractor to submit such additional information bearing upon Contractor's ability to perform the contract as the Procurement Officer deems appropriate. The Procurement Officer may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of the Contractor.

R. ELECTRONIC FUNDS TRANSFER (EFT)

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds Registration Request Form, which may be found on the following website:

http://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic_Funds_Transfer/

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

See Payment of University Obligations clause in PART II, Contract Clauses, Section I for additional information.

S. FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONTRACTOR

This Contract shall also include any other forms or documents deemed necessary by the Procurement Officer.

This RFP and any resulting contract shall be governed by the University System of Maryland Procurement Policies and Procedures, and University of Maryland Procurement Policies and

Procedures. These policies and procedures may be viewed at the following web site:
www.purchase.umd.edu From the main menu, select the category "Policies and Procedures".

T. DEBRIEFING OF UNSUCCESSFUL PROPOSORS

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the Procurement Officer within ten (10) days of the date on which the proposer knew, or should have known, its proposal was unsuccessful. The debriefing shall be limited to a discussion of the proposer's unsuccessful proposal. The debriefing will be oral and shall provide information on areas in which the proposal was deemed weak or insufficient. The debriefing may NOT include discussion of a competing offeror's proposal or discussion, thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer's rationale for the selection may be given. Debriefings shall be conducted at the earliest feasible time.

U. CONTRACT IMPLEMENTATION MEETING

Contractor receiving an award under this solicitation may be required to attend a Contract Implementation Meeting to be held after contract award, as scheduled by the Procurement Officer. The location and agenda for this meeting will be communicated to the Contractor by the Procurement Officer.

V. NOTICE TO OFFERORS - SMALL BUSINESS RESERVE PROCUREMENT

This procurement is not restricted to Small Businesses. However, Small Businesses and Minority Businesses are encouraged to submit Proposals.

W. RESERVED

X. ECONOMIC BENEFITS TO THE STATE OF MARYLAND

The Offeror shall submit in their Technical Proposal a description of the benefits that will accrue to the Maryland Economy during the term of this contract, as a direct or indirect result of the Offeror's performance of this contract.

NOTE: Because this submission is part of the Offeror's Technical Proposal, it must not contain any statement of actual or estimated dollar amounts for any of the sub-factors shown below. Instead, the Offeror is instructed to quantify the economic benefit as a percentage of the Offeror's total Price Proposal (wherever so indicated in brackets): **Contractor is NOT to include any details of their price proposals with this information.**

Y. INDEFINITE-DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT

Under this IDIQ contract, Contractor shall be paid **only** for any services/deliverables contracted, and/or approved task order actual hours worked at the fully loaded firm fixed hourly labor rates contained herein. The labor rates contained in the pricing sheet shall apply to all hours worked, including overtime hours. Estimates in the pricing sheet are provided for evaluation purposes only.

Z. SERVICES ORDERED AND DELIVERED

The contractor is authorized to provide only those Items/Services covered by the contract and specifically identified via orders placed by authorized individuals. If a review of orders placed by the Contractor reveals that Items/Services other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Procurement Officer as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract/renewal. The Procurement Officer may take such steps as are necessary to have the items returned by the University, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the University the full purchase price..

AA Commercial Nondiscrimination Clause

A. "As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under State Finance and Procurement Article, Title 19, Annotated Code of Maryland. As part of this compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The Contractor shall include the provision in §A of this regulation in all subcontracts to the State contract.

C. The following provision is mandatory for all State contracts: As a condition of entering into this Agreement, upon the request of the Maryland Commission on Human Relations, and only after the filing of a complaint against Contractor under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions."

Section B – Pricing

Contractor information is to be provided in the cells shaded in **YELLOW** as follows:
Indicate fully loaded hourly rates to include overhead, general administration, travel to and from College Park, MD for meetings, profit and fringe benefits. Exclude direct billable items such as media placements, travel for focus groups/other requested travel (other than as defined herein), and cost of materials. The Contractors Pricing shall be entered in the provided Excel Pricing Spreadsheet as follows:

1. In the block to the right of the Spreadsheet Header, the Contractor shall insert their company name.
2. Section B-1 – Labor Category Definition and Estimated Task Labor-mix/Level of Effort (LOE)
2-a (Estimated Labor Categories/hours per task/year), Items 1-15, supports the Contractors technical labor category mix proposal. In Column “B”, The Contractor shall enter their labor category designations (for example: Senior Account Manager, Account representative, Creative Director, Art Direction, Copywriter, Graphic Designer, Proof Reader, Media Director, Media planner, Interactive Designer, etc.), under the headers “Category 1, Category 2, Category 3”, etc. These category definitions will be automatically transferred to the other spreadsheet facets.

Any local travel costs (within a fifty (50) mile radius) incurred under this agreement shall be included in the Contractor’s fully burdened labor rate.

- 2b In the columns for Tasks 1 through 3, Items 1 – 15, the Contractor will define the Labor Categories the Contractor offers in support of all efforts under this Contract. Beside the applicable labor category designation, the Contractor shall insert the number of hours of effort a person in that category will required in support of the Task. ie: a Program Manager, under Task 1 may have 3 hours, but under Task 2 may have 1 hour etc., In the event the contractor is not using a particular labor category for a given task, they simply insert 0 hours, or leave the estimated hours fields blank.

Note: For the purposes of the price proposal:

Task 1 is anticipated to be required six (6) times per year for the following programs:

- General Brand
- Online Master of Science in Business Analytics
- Business Master's Programs
- Flex MBA
- Executive MBA
- Full-Time MBA

Task 2 is defined as one (1) task, which encompasses weekly and quarterly reporting throughout the year.

3. Section B-2 (Monthly Retainer), Item 16 – 30 (if applicable), the Contractor will define the labor hours comprising the Contractor’s Retainer fee. Beside the applicable labor category

designation, the Contractor shall insert the number of hours of effort per month, to be performed by that labor that category. In the event the Contractor does not impose a monthly retainer fee, the contractor shall simply insert 0 hours, or leave the estimated hours fields blank. The Monthly Retainer will be a Fixed Monthly Price as defined, for the duration of the contract.

4. Section B-3 (Contractor Task Labor Rates), Items 32-46 the Contractor shall insert the fully burdened hourly rate for each labor category defined in the labor category designation for each of the two (2) year of the base contract period, and each two (2) year term for each of the two (2) subsequent potential contract renewal option periods.
5. Media/Production Pricing: As defined in Section C, Sections 5 (Media Planning, Buying, and Administration) and 6 (Subcontracting/Production), Contractor costs for all media and subcontracted production placements under this agreement shall be invoiced as a direct pass-through, at the actual cost charged by the media contractor. Any/all internal processing costs associated with placement of any/all media are to be included in the Contractor's overhead rate structure applied to the retainer. As defined in Section G/Contract Administration Data, Item 2 Invoicing, Subsection h, Copies of the Contractor's actual media invoices demonstrating the actual cost paid will be included with the Contractors invoice for payment.
6. Section B-4 (Extrapolated Hours/rates per labor category /per task/year will be utilized for University Evaluation Purposes Only.

Blanks on the price proposal form will be interpreted as zero (0) and no price will be allowed for that item.

Price evaluation will be performed based on the proposed scenarios and the estimated Level of Effort (LOE) and labor mix for completion of each sample task, escalated based on proposed option-year renewal labor rates for each category, and totaled across the full potential contract period of six (6) years.

Blanks on the price proposal form will be interpreted as zero (0) and no price will be allowed for that item.

The Statement of Work is described in Section C of this document.

Section C – Description/Specifications/Statement of Work

1.0 BACKGROUND

Founded in 1856, the University of Maryland has 40,000 students, 14,000 Faculty and staff, and 300 academic programs across 13 schools and colleges. Our faculty includes three Nobel Laureates, three Pulitzer Prize winners, 52 members of the national academies and scores of Fulbright Scholars, making UMD a global leader in research, entrepreneurship and innovation.

At the University of Maryland’s Robert H. Smith School of Business, the commitment to our mission—to create new knowledge, promote an inclusive learning environment, and equip current and future leaders to assess complex problems and deliver innovative solutions—informs everything we do.

Maryland Smith has world-renowned faculty, outstanding students, and highly ranked programs that deliver on the promise of business education: to produce critical thinkers who understand the issues, bring rigor and creativity to their problem-solving and drive success for their organizations, even as they address the world’s grand challenges.

Our thought leadership is consistently ranked among the top business schools in the world for the research that faculty members contribute each year.

We continually challenge ourselves to be even more effective at fulfilling our mission through our teaching, research and service activities. We engage and innovate in a way that has a positive impact on our students, stakeholders and state.

As part of a land grant public university, we take seriously our responsibility to offer excellent, accessible education that develops the knowledge and skills of state residents, and to create new knowledge that will impact business leaders, thus contributing to the state’s economic potential and growth.

Overview of Programs

A new undergraduate Business Honors Program is scheduled to be launched in Fall 2022. This unique living-learning program will give students the opportunity to engage with faculty on cutting edge research and industry executives on pressing business issues through discussions, lectures and presentations. The program features a multidisciplinary approach, equipping students with the critical technical and people skills needed to appreciate and tackle the grand business challenges of the future.

The Full-time MBA Program is a traditional, in-classroom, two-year residential program. Cohort size is currently ~60 students. This is considered by many to be the flagship program of the business school’s portfolio of graduate degrees, and its success sets the tone for many of our other offerings.

The Flex MBA (formerly known as the Part-Time MBA) Program is designed for working professionals to earn a degree at Maryland Smith while still working full-time. The program offers incredible flexibility in choosing how and when students learn - they select how much in-classroom and online learning they incorporate into their individual schedule. They also select from three home

campuses in Baltimore, Rockville and Washington, D.C. This program now offers both August and January intakes, as well as Saturday Business Decoded sessions for students at all campuses.

The Executive MBA Program is designed for those with more experience in the workplace, usually upwards of 10 years. The ideal student here is motivated and drawn by the cohort experience, and the program meetings on Fridays and Saturdays in-person in College Park. This program sometimes acts as a think tank of sorts for students, who come to class with real-time company issues, and return to work on Monday with solutions from their professors and classmates. This program also incorporates one-on-one executive coaching.

The Online MSBA introduces students to the tools and techniques they'll need to leverage big data for forecasting, prediction and managerial decision making. They'll learn how to develop robust models, create data-backed business strategies and effectively communicate them with visualization tools. Smith is committed to "democratizing analytics" -- making these skills accessible and attainable for students from any academic background.

Business Master's Programs include: Master of Science in Accounting, Master of Finance, Master of Quantitative Finance, Master of Science in Business Analytics (in-person), Master of Science in Business and Management, Master of Science in Information Systems, Master of Science in Marketing Analytics, and Master of Science in Supply Chain Management. These programs offer a deep dive into a singular field of expertise, focusing on hard skills and data interpretation more than the traditional MBA programs. These are ideal as add-ons to an MBA program, or taken soon after graduation from an undergraduate program.

Today, the Smith School maintains an \$1.2 million annual advertising budget for the sole purpose of media placement and buying.

2.0 OBJECTIVES

The University of Maryland's Robert H. Smith School of Business (Office of Marketing Communications) is seeking proposals from qualified marketing and communications firms to provide marketing, branding, and communications services. There are seven (7) primary objectives to be met:

- a. To garner a comprehensive understanding of target audiences and markets to inform strategic planning, creative direction, media placements, strategy assessment and reporting, and recommendations for future tactics.
- b. To determine and evaluate the current perception of programs among key audiences (current and prospective undergraduate and graduate students, parents, alumni, working professionals, and adult learners) while also identifying distinguishing characteristics of Maryland Smith administered programs in order to position them as a first choice preference among those key audiences.
- c. To facilitate targeted marketing and communications campaigns to attract and enroll qualified students to Maryland Smith administered UMD programs for their academic experience. Prospective students must meet admissions requirements and fall within the confines of the targets set for each program.

- d. To facilitate both targeted and general brand marketing and advertising campaigns to raise program awareness and generate qualified leads to fill the respective programs' recruitment pipelines.
- e. To create a strategic framework for strengthening the Maryland Smith brand within the context of achieving its recruitment goals.
- f. To perform an audit of the Maryland Smith website with suggested optimizations.
- g. To fulfill day-to-day service requirements, including but not limited to: campaign optimization, creative development, copywriting, media buying, market research as needed, and a combination of daily and weekly reporting.

3.0 CONTRACTING APPROACH & WORK SCOPE

The Smith School anticipates using the following ad agency services and seeks digital marketing, outdoor advertising and brand strategy services that will assist the school in driving enrollment for its graduate and honors programs. Key strategic questions for the school this year include:

- How can we effectively message and convert top-of-funnel leads, inserting ourselves into their initial business school consideration set?
- How can we use marketing automation tools (like email drip campaigns) to most effectively engage and nurture prospects throughout the funnel?
- Which leads actually end up converting to applicants?
- Which marketing activities are more likely to bring in leads that convert?
- What is the ROI for our marketing activities?
- How can we optimize marketing activities for business value instead of lead volume?
- Which keywords, campaigns and landing pages provide the most business value?
- How can we more effectively market to look-alike prospects?
- How can we expand into key national markets to diversify our prospect pool?

Primary areas of engagement with Maryland Smith

The agency will provide advertising services that support enrollment marketing for the Full-Time MBA, Part-Time Flex MBA, Executive MBA, Business Masters (including the Online Master's of Science in Business Analytics, in addition to in-person programs), and Business Honors programs.

Paid social media advertising on platforms such as Facebook, LinkedIn, Twitter, Instagram and others:

- Creative development
- Placement/media buying
- Market research as needed
- Tracking and optimization
- Regular weekly reporting on results and ongoing optimization

Programmatic and display advertising:

- Creative development
- Placement/media buying

- Market research as needed
- Tracking and optimization
- Regular weekly reporting on results and ongoing optimization

Out of Home/Traditional Media Buying:

- Creative development, including working with studios and talent as necessary to record new radio ads
- Media buying and placement of ads, negotiating value-adds for the benefit of the school
- Regular weekly reporting on results

Potentially, Maryland Smith may also need the following paid search advertising and SEO services:

- Creative development
- Placement/media buying
- Market research as needed
- Tracking and optimization
- Regular weekly reporting on results and ongoing optimization

Activities

Strategic Planning

- Create a strategic framework for strengthening the Smith School brand within the context of achieving its recruitment goals
- Define appropriate marketing strategies and tactics based on school objectives
- Define effective multichannel marketing plans that meet objectives and budget guidelines
- Assess the effectiveness of campaigns

Digital Marketing

- Create strategies and tactics that will help the school engage with and market to its target audiences, on whatever platforms or devices they use
- Develop A/B/n creative testing strategies by channel/tactic to determine the most effective creative for converting prospects to inquiries
- Create and implement enrollment marketing campaigns that deploy social and display advertising to generate leads that convert to applicants
- Evaluate effectiveness of current email drip campaigns and advise on strategies for effective email marketing that leads to better overall lead conversion
- Advise on strategies to extend Smith's brand messages across the social channels that make the most sense for the school's brand
- Create and implement a communications plan to prospects that incorporates methods and tools such as text messaging, social media platforms and chat groups
- Advise on modern and effective content strategies to drive organic traffic and improve conversion rates on website
- Media Planning, Buying and Administration
- Research and evaluate media opportunities (provide POVs where appropriate/requested), prepare media plans, negotiate value-added opportunities, place media, monitor media placements, field calls from media reps, and manage billing and accounts payable administration

Creative Direction, Creative Production, Art Design, Photography, Videography, Copywriting and Proofreading

- Provide these services as needed to effectively implement Maryland Smith marketing campaigns
- Source, oversee and manage outside production services where necessary (production companies, studio, talent, etc.)

Account Management

- Manage the day-to-day business of Smith advertising; attend meetings and phone conferences; manage timing, budgets and billing
- Conduct and lead weekly status meeting with various Smith School constituents
- Metrics and Reporting
- Develop and align on marketing channel KPIs based on overall business KPIs and benchmarks (industry and organization)
- Provide guidance on marketing campaign tracking and attribution best practices to build sustainable and scalable infrastructure for reporting, analysis, and year-over-year performance comparisons
- Provide weekly reporting on the current state of marketing activities including efficiency, spending against budget, inquiry quality and volume, inquiry trending toward goals/projections, performance by channel (Display, Social, SEM, etc.) and placement (Facebook, Google, Bing, etc.) KPIs against benchmarks.
- Provide monthly reporting roll up on previous month's performance, and plans for upcoming month, including volume projections based on conversion rates and proposed spend allocations by channel to reach goals.
- Provide quarterly business review showing three-month trended lookback, and state of the higher education industry (How do we look in comparison to competitive set and the industry overall?).
- Provide annual business review showing performance highlights, areas for improvement, recommendations and proposed projections for the following year, and overall industry performance.
- Provide guidance on marketing/multi-touch attribution and "metrics that matter," i.e. measurement framework to determine which metrics are driving the business, and which metrics are indicators of success for each channel (i.e. engagement vs. conversion measures depending on marketing channel and tactic) to ultimately ladder up to the larger goals of the organization.
- Provide better understanding of the consumer journey to develop richer, higher-converting interactions.

Functional Requirements & Features

Respondents are to provide information requested for their proposal in the matrix below. The matrix outlines requirements and deliverables for the Maryland Smith RFP scope of work. Using the fields in the “Respondent Comments” column, respondents must confirm their understanding of a requirement (/C), explain how they will meet requirements (/E), or demonstrate the firm’s capabilities (/D). Use the space provided to describe processes or elaborate on relevant experience in an area. It is acceptable to type directly into the box or to make reference to an attachment to your proposal that contains requested information such as resumes or org charts. Attachments must refer to the section in the matrix to which they apply.

Priority Codes:

M = Mandatory

HD = Highly Desirable

I = Information for contractors – no response needed

/C = Contractor must Confirm agreement to this requirement

/E = Contractor must explain how their solution meets this requirement.

/D= Contractor must demonstrate capabilities in this area by providing examples of past projects

Essential Campaign Process Steps

1. Evaluation of campaign results against key performance indicators and historical campaign data
2. Integrated marketing and communications strategy and media plan development
3. Task and tactical plan approval
4. Creative direction, asset design, and media production
5. Delivery of all creative assets, copy, and design files to Maryland Smith
6. Marketing plan implementation and ongoing evaluation, including optimization of media placements
7. Reporting

	Description	Priority	Respondent Comments
I. General Scope of Work Parameters – Deliverables			
1	<p>Demonstrate experience with the development of <u>planning documents, schedules, documentation, and reports</u>:</p> <ul style="list-style-type: none"> • Annual media plan and schedule • Campaign tactical plans • Creative and content strategy briefs • Brand implementation guidance • Production and media placement schedules • Task-based project budgets and expense tracking • Research and tactical recommendations such as market analyses • Campaign assessments and analytical reports, as well as optimizations around these reports • Documentation of client communications 	M/E	
2	<p>Demonstrate experience with <u>collateral materials</u> development in the following areas:</p> <ul style="list-style-type: none"> • Search Engine Marketing (paid search advertising, SEO) • Native advertising • Responsive display advertising • Social media advertising • Print advertising <p>Multimedia production (e.g. video, radio ads)</p> <p>Provide a representative portfolio of past projects with your technical proposal, including a minimum of 3 copywriting samples (email, social, print).</p>	M/D	

3	Demonstrate your ability to bring new creative energy to the development of Maryland Smith marketing collateral. Share an example of a project where you had to expand on an existing brand concept.	M/D	
4	Demonstrate experience with brand development and implementation.	HD/D	
II. General Scope of Work Parameters – Services			
1	Strategic Planning		
	Describe your ability to:		
1.1	Create a strategic framework for strengthening the Maryland Smith brand in alignment with the larger University of Maryland brand strategy.	M/E	
1.2	Define appropriate marketing and communications objectives, strategies, and tactics based on research, a review of past campaigns, analytics, and client conversations.	M/E	
1.3	In consultation with Maryland Smith, develop an annual media plan for graduate programs.	M/E	
1.4	Develop creative briefs for recurring and new campaigns that include positioning statements, detailing targeting, messaging, and creative requirements.	M/E	
1.5	Define effective and timely multichannel advertising delivery plans by program that meet objectives and budget guidelines.	M/E	
1.6	Assess the effectiveness of advertising campaigns in building program awareness and meeting enrollment goals, utilizing	M/E	

	campaign data to improve future campaigns.		
1.7	Advise Maryland Smith on expanding brand messages across social media channels and on new methods and tools to use, such as text messaging, chat groups, or new social media platforms.	M/E	
1.8	Advise on modern and effective content strategies to drive organic traffic.	M/E	
1.9	Describe the firm's expertise in exploring and implementing innovative tactics and cutting-edge technology to maximize marketing efforts.	HD/E	
2	Account Management		
	Describe your ability to:		
2.1	Manage the day-to-day business of Maryland Smith's advertising. Elaborate on tools and processes you intend to use in support of operational goals.	M/E	
2.2	Interact effectively with the client throughout campaign development, launch, implementation, and evaluation.	M/E	
2.3	Arrange and attend meetings and phone or online conferences.	M/E	
2.4	Conduct and lead weekly status meetings with various department constituents.	M/E	
2.5	Provide meeting summaries and a standard process for following through on action items.	M/E	

2.6	Manage all aspects of multiple, overlapping advertising campaigns, including planning, creative development, media placements, timing, budgets, billing, and reporting.	M/E	
2.7	Implement all aspects of each integrated marketing and communications campaign in a timely and cost-effective, on-budget manner.	M/E	
2.8	Monitor production schedules and media plans, optimizing them as needed on an ongoing basis.	M/E	
2.9	Manage review processes and schedule sufficient time for client inputs and revisions.	M/E	
2.10	Mitigate the impact of schedule changes or delays without impacting other ongoing projects, while ensuring adherence to critical deadlines.	M/E	
2.11	Supervise all printing requirements and services associated with print materials used for out of home advertising.	M/E	
2.12	Manage billing and expense tracking, including the submission of invoices and required documentation for reimbursables to Maryland Smith for approval and to UMD Accounts Payable for processing.	M/E	
	Confirm your understanding of the following:		
2.13	Maryland Smith will pay invoices for completed projects. A project may consist of multiple steps (line items in the tactical plan) over a certain period of time. Maryland Smith will work with the vendor to define billable projects for each tactical plan.	M/C	

	Describe the following:		
2.14	The firm's in-house project management technologies and processes, including online applications used for workflow management and information and file sharing.	M/E	
3	Creative Direction, Creative Production, Art Design, Copywriting, and Proofreading		
	Describe your ability to:		
3.1	Conceive and oversee brand implementation for all marketing materials, enhancing or expanding existing guidelines as needed.	M/E	
3.2	Implement and enhance the Maryland Smith brand within the parameters of the UMD brand strategy.	M/E	
3.3	Oversee and manage creative concept development. Provide 3 initial creative concepts and 3 rounds of revisions after one selection has been made.	M/E	
3.4	Develop key messaging for Maryland Smith programs that can be carried forth in all aspects of marketing campaign communications.	M/E	
3.5	Conceive and oversee the copywriting and copyediting for advertising collateral, creating timely, persuasive communications that meet defined objectives.	M/E	

3.6	Conceive and oversee the design of advertising collateral for selected concepts and collateral templates. Provide a portfolio of work to showcase the firm's capabilities as outlined under the scope of work and deliverables (also see section I, line 2).	M/E	
3.7	Oversee and manage creative production, including up to 3 rounds of client reviews and revisions.	M/E	
3.8	Ensure year-over-year continuity of messaging for program campaigns and consistent visual branding.	M/E	
3.9	Implement quality assurance steps to ensure content accuracy, visual consistency, and adherence to Maryland Smith and UMD guidelines prior to hand-off of marketing collateral for client review.	M/E	
3.10	Perform proofreading and copyediting tasks, making editorial corrections to text, ensuring correct spelling, grammar, style, syntax, and consistency while adhering to Maryland Smith and University of Maryland style guidelines.	M/E	
3.11	Confirm that the firm possesses in-house hardware, software, and experienced personnel to produce artwork for both print and electronic products.	M/C	
3.12	Source, oversee, and manage outside production services such as print services or video production. Provide examples of past projects.	M/E	

3.13	Describe the firm’s ability to provide creative/brand guidelines and training for Maryland Smith staff if requested. Provide examples of creative/brand guidelines and training materials the firm has developed for a past project.	M/E	
3.14	Select photography for advertising creative and the Maryland Smith website in accordance with brand guidelines, ensuring visual alignment of marketing campaigns with Web communications.	M/E	
3.15	Edit or optimize photos, adjust color, perform general photography optimization tasks.	M/E	
3.16	Provide desktop publishing services.	M/E	
	Confirm your understanding of the following:		
3.17	The firm must apply University of Maryland and Maryland Smith logos and other university mandated marks and design elements to marketing materials.	M/C	
3.18	The firm must apply Associated Press/University of Maryland and Maryland Smith style/editorial guidelines to copywriting.	M/C	

3.19	The firm must comply with Maryland Smith and UMD brand, style, and design guidelines.	M/C	
3.20	Confirm the firm's willingness to accept Maryland Smith current inventory of campus and student photos and to accept working with the photographer that Maryland Smith has selected in providing photographic support for all campaigns.	M/C	
3.21	Confirm the firm's ability to secure any stock photographs or illustrations necessary to execute design concepts.	M/C	
3.22	Confirm the firm's understanding that all copy (slogans, themes, and taglines), design, photography, audio-visuals, artwork, graphics, and any other materials exclusively prepared for Maryland Smith for use in any Smith marketing campaign are the sole property of Maryland Smith.	M/C	
3.23	Maryland Smith requires 3 initial concepts for new creative with 3 rounds of revisions after 1 selection has been made.	M/C	
3.24	The firm must provide Maryland Smith with final files in file formats such as high-resolution PDFs, JPEGs, (animated) GIFs, etc., as well as original photos and design files at the completion of each project.	M/C	

3.25	Maryland Smith expects the selected Offeror to bring creative expertise and to work collaboratively with department staff.	M/C	
	Describe the following:		
3.26	The firm's in-house technology and processes used to develop creative (copywriting and design) for all types of media, including print, Web, direct mail, and email, from concept through final art/production.	M/E	
3.27	The firm's process for providing copy in draft form (prior to layout, if necessary) for review, editing, and approval.	M/E	
3.28	The firm's approach to making last minute or unscheduled adjustments to creative and copy if required by special circumstances, such as a change in program delivery methods due to an unforeseen campus closure.	M/E	

3.29	The firm's process for submitting ads and other collateral materials to Maryland Smith for review and approval. Include procedures for the delivery of materials via courier or overnight services, email using file formats such as JPEGs or PDFs, and online applications for file sharing and workflow management.	M/E	
4	Digital Marketing		
	Describe your ability to:		
4.1	Develop integrated strategies and marketing plans for deploying paid search, social, responsive display, and other digital advertising in support of enrollment goals, engaging target audiences on a range of platforms and devices.	M/E	
4.2	Apply targeting strategies such as contextual and/or behavioral targeting or geotargeting. Provide examples.	M/E	
4.3	Apply cutting-edge knowledge of Search Engine Optimization (SEO) and Search Engine Marketing (SEM).	M/E	
4.4	Develop tactics for search and site retargeting.	M/E	
4.5	Plan and implement strategic email campaigns.	M/E	
4.6	Describe the firm's experience with vendors who supply mailing addresses and email information based on demographic data such as zip code, income level, high school and/or college GPA, PSAT/SAT/ACT/GRE or other testing agencies, matriculation status, and other identifying factors.	M/E	

4.7	Implement variable data marketing and personalization techniques.	M/E	
4.8	Develop creative tracking strategies and monitor metrics for “from click to conversion” tracking (i.e. converting prospects to inquiries and applications or enrollments).	M/E	
4.9	Develop and implement strategies for generating and improving the tracking of online leads.	M/E	
4.10	Evaluate the effectiveness of current email drip campaigns and advise on strategies for effective email marketing that lead to better overall lead conversion.	M/E	
4.11	Describe how your firm stays on top of the changing digital space and your decision making process for improving digital tactics in light of those changes.	M/E	
5	Media Planning, Buying, and Administration		
	Confirm the following:		
5.1	The firm must have capability and expertise at media placement.	M/C	
	Describe your ability to:		
5.2	Research and evaluate media opportunities.	M/E	
5.3	Prepare and negotiate media plans, including value added opportunities. Provide examples.	M/E	
5.4	Execute media buys and place media, monitoring and optimizing media placements as needed.	M/E	

5.5	Implement cutting-edge and innovative social media and digital marketing strategies. Provide examples.	M/E	
5.6	Field calls from media reps.	M/E	
5.7	Manage billing and accounts payable administration.	M/E	
5.8	Provide a monthly media calendar and weekly media activity reports for all active campaigns.	M/E	
6	Subcontracting/Production		
6.1	<p><u>Definition</u> For the purpose of this Contract, “Production” charges shall be defined as provisions from a subcontractor, including services outside of those categories currently defined in the contract, and products (including but not limited to: printing/reproduction, television/radio spot production, signs, billboards, etc.) as required in fulfillment of Task Order requirements.</p>	I	
	Confirm your ability to comply with the <u>production subcontracting process</u> as outlined below:		

6.2	<p><u>Vendor Determination:</u> In defining a requirement for Production subcontracting, for all subcontracted production elements for which the subcontractor's price exceeds \$5,000.00, the Contractor shall submit with their Task Order Proposal (TOP) a minimum of two (2) competitively received prices for the service/product required. In the event the low-price vendor is not deemed most advantageous by the Contractor, the Contractor shall provide a justification defining the rationale for the non-lowest price vendor and how the received benefits outweigh the additional cost.</p>	M/C	
6.3	<p>Secondary competition is NOT required for Subcontracted Production Elements for which the Subcontractor's price is \$5,000 or below.</p>	I	
6.4	<p><u>Approvals</u> Department approval of the Subcontractor will be denoted by final approval of the TOP by Maryland Smith and submission to Procurement.</p>	M/C	
7	Printing and Mail House Services		
7.1	<p>Describe your ability to work with University of Maryland service areas, such as in-house Printing and Mailing Services for marketing collateral.</p>	M/E	
7.2	<p>Confirm your understanding that you may be required to work with the University of Maryland's Department of Business Services for the above services.</p>	M/C	

7.3	Describe your ability to work with subcontractors for printing and mail services and provide examples of existing business relationships, preferably in Maryland.	M/E	
8	Metrics, Tracking, and Reporting		
	Describe your ability to:		
8.1	Develop marketing campaign KPIs in alignment with overall business KPIs and benchmarks (industry and organization).	M/E	
8.2	Provide guidance on marketing campaign tracking and attribution best practices to build a sustainable infrastructure for reporting, analysis, and year-over-year performance comparisons.	M/E	
8.3	Provide guidance on marketing/multi-touch attribution and “metrics that matter” in support of a better understanding of the consumer journey to develop richer, higher-converting interactions.	M/E	
8.4	Provide reporting on the current state of marketing activities including efficiency, spending against budget, inquiry quality and volume, inquiry trending toward goals/projections, performance by channel (Display Social , SEM, etc.) and placement (Facebook, Google, etc) KPIs against benchmarks.	M/E	
8.5	Continually evaluate the progress of marketing plans against success metrics to identify, track, and report successes and address missteps.	M/E	
8.6	Describe the firm's system for tracking and evaluating marketing communications effectiveness, including the use of Google Analytics, and specify what documentation will be provided to Maryland Smith.	M/E	

8.7	Confirm that the selected Offeror will track and report all data per campaigns on a weekly or monthly basis, conduct periodic reviews to ensure marketing vehicles and messages are on point. This includes a monthly reporting rollup on the previous month's performance, and plans for the upcoming month, including adjustments to tactics or spending.	M/C	
8.8	Provide a comprehensive, annual review showing performance highlights, areas for improvement, recommendations and proposed projections for the following year, and overall industry performance.	M/E	
8.9	Use data and conclusions from campaign reports and the annual business review to inform strategic planning for upcoming marketing cycles.	M/E	
9	Research		
9.1	Occasionally, Maryland Smith will require a full range of <u>professional research services</u> . Intelligence gained from this research will inform programming decisions and strategic communications strategies. Maryland Smith will permit subcontracting in this area. If the firm works with a research partner, outline your standard approach to working with a subcontractor to achieve the below objectives.	I	
	Describe your firm's expertise in the following areas:		

9.2	Describe the firm’s ability to perform market research and what factors the firm generally takes into consideration.	M/E	
9.3	Project Management: Describe your ability to develop production schedules, attend meetings, maintain budget, supervise workflow, and report on progress.	M/E	
9.4	Methodology: Recommending the best way to conduct research to achieve the answers it seeks with a satisfactory confidence level.	M/E	
9.5	Describe methods and tools used for data collection	M/E	
9.6	Data Analysis: Describe the firm’s procedures for analyzing and interpreting data from market studies and how results are reported. Describe how reports are sent to the client, what methods are used to present findings to the client, and what types of follow-up are pursued.	M/E	
III. Example Task Scenarios for Tactical Planning and Pricing (show pricing only in the Financial Spreadsheet)			
1	TASK 1 - Integrated Media Plan		
1.1	Create an <u>integrated media plan for launching the Onlines Master’s of Science in Business Analytics (https://www.rhsmith.umd.edu/programs/online-ms-business-analytics)</u> that relies on a variety of marketing channels. The plan’s objective is to generate leads to populate the recruitment pipeline. Tasks Include:	M/D	

1.2	Meet and work with Office of Marketing Communications staff.	M/D	
1.3	Research audiences and evaluate targeting strategies.	M/D	
1.4	Develop a creative brief.	M/D	
1.5	Research media.	M/D	
1.6	Determine collateral material required.	M/D	
1.7	Create an optimal media budget to achieve objectives within predetermined financial limits.	M/D	
1.8	Create a production budget and production schedule.	M/D	
1.9	Develop and present an integrated tactical plan that details account and creative services, media formats, media placements, targeting, costs, production and media schedules, and reporting, including what KPIs you think are pertinent to track and why.	M/D	
2	TASK 2 - Reporting		
2.1	Maryland Smith has many campaigns managed by the advertising agency, and many faculty and staff like to have visibility into these campaigns. Therefore clear, frequent campaign reporting is necessary to ensure a smooth culture of data sharing. Create a reporting plan for the entirety of the fiscal year. Tasks and requirements include:	M/D	
2.2	Weekly reporting including: <ul style="list-style-type: none"> - ad spend by channel/platform by program - conversions (leads, clicks, etc.) - cost pers (CPC, CPL, etc.) 	M/D	

	- web traffic		
2.3	Daily access to the raw data (this can be achieved via dashboard, data exports/file transfers, etc.) for use in internal dashboards.	M/D	
2.4	Quarterly Benchmark report - how are we doing as a school, how do we compare to others in the higher ed space? What shifts are we seeing and how to address them quickly?	M/D	
2.5	Annual performance report, including areas of opportunity (iteration of Q4 benchmark report fleshed out further), to be presented to the Office of Marketing Communications team and senior Maryland Smith administrators	M/D	
3	TASK 3 – Market Research and Expansion		
3.1	Maryland Smith has been tasked with expanding our east coast advertising strategy to a strategy that includes more national markets. Explore options and present recommendations for 5 new markets into which we should expand. Then, create unique landing pages for each new region that present user experience custom to their regional campaign. The primary target audience for this task is prospective Full-time MBA students, who traditionally have 3-5 years of work experience. Tasks include:	M/D	
3.2	Research and identify the target audience.	M/D	

3.3	Through market research, identify 5 new national markets into which Maryland Smith should consider expanding.	M/D	
3.4	Develop copy that sells the program to these unique regions, that is, demonstrate an expertise in selling the Full-time MBA Program across different demographics in a way that is unique to the target.	M/D	
3.5	Design and present 3 creative landing page directions within Maryland Smith brand guidelines and within Drupal 8 parameters. Up to 3 rounds of revisions after one concept has been selected.	M/D	
3.6	Proofreading on three rounds of revisions.	M/D	
3.7	Account services: Project management, production monitoring, meetings, client reviews, revisions, and budget management.	M/D	
3.8	Launch a/b/n test of sites	M/D	
3.9	Track the test and optimize as necessary. Provide weekly reporting that syncs into Smith's general dashboard.	M/D	
IV. Requested Contractor Qualifications And Responsibilities			
1	Provide a company/corporation organization chart and staffing profile, including years of tenure for staff. Outline proposed dedicated staffing to support Maryland Smith account. Clearly identify the senior account executive responsible for overall management.	M/E	

2	Demonstrate that the firm has a full in-house creative staff, including copywriters and graphic designers, as well as media relations staff, media buyers, marketing analysts, and account executives, all of whom have a minimum of three years of experience in house or in a similar position.	M/E	
3	Provide resumes or brief biographies detailing the experience of all staff assigned to this account, including minimum requirements and qualifications for all personnel.	M/E	
4	Provide specific examples of similar projects performed by the chief account representative who will be assigned to the Maryland Smith account and who will oversee this contract.	M/E	
5	Describe the firm's project management practices and processes.	M/E	
6	Describe the firm's typical staffing, organization workflow, and internal processes for developing marketing campaign creative and copy.	M/E	
7	Describe the firm's practices and processes for subcontracting, including tools for project coordination, vendor supervision, quality assurance of completed work, and management of subcontractor billing.	M/E	
8	Confirm the firm's commitment in taking the initiative to schedule one annual meeting (face-to-face) with Maryland Smith staff to determine and/or review tactics and strategies, providing updates on ongoing campaigns that include assessments of campaign viability.	M/C	

9	Confirm the firm's commitment to attend face-to-face meetings at the College Park campus as the need arises. Travel costs are included in the fully burdened labor rates and will not be reimbursed separately.	M/C	
10	Confirm the firm's ability to provide meeting notes within five (5) working days of any meetings, either face-to-face or online/conference call.	M/C	
11	Confirm the firm's willingness to work with University of Maryland service areas such as Printing Services, the Office of Strategic Communications, or other campus entities as needed.	M/C	
12	Demonstrate how the firm plans for absences of key personnel assigned to a specific client, whether for vacation, illness, family leave, or any other type of long-term leave of absence. Provide an example that illustrates how information is relayed to the client in advance and how the client is given the opportunity to address such a proposed change. If there is a change in personnel, the potential replacement must be evaluated for the same years and type of experience.	M/E	
13	Established relationship with printers and mail houses.	M/C	
14	Established relationship with audio/video production houses.	HD/C	

15	Offeror shall describe in detail other value-added services available to Maryland Smith but not necessarily addressed. The firm may offer goods and services. Maryland Smith shall determine which value-added service options shall be most beneficial from both a cost and services standpoint, and may further negotiate these options to include or omit dependent on the needs of Maryland Smith.	HD/E	
	Confirm your understanding of the following:		
16	Maryland Smith reserves the right to work independently with other suppliers and discrete media, (e.g. producers of promotional items, etc.), and to use slogans, mottos and icons developed as part of any campaign and associated contract without additional compensation to the selected Offeror.	M/C	
17	All photographs that the selected Offeror may take or contract to have taken in relation to a resulting contract, become the sole and exclusive property of Maryland Smith along with all rights to reproduction. The rights of all stock photographs purchased in relation to a resulting contract will include exclusive and unlimited use in our product category for not less than three (3) years. Reprints of brochures, publications and ads in which stock photographs appear will be permitted for five (5) years.	M/C	
V. Economic Benefits to Maryland Contractor is reminded NOT to include any details of their price proposals with this information.			

1	The estimated percentage of contract dollars to be recycled into Maryland’s economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint ventures partners. Be as specific as possible. Provide a breakdown of expenditures in this category.	M/E	
2	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.	M/E	
3	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.	M/E	
4	Estimated percentage of subcontract/supplier dollars committed to Maryland MBEs.	M/E	
5	Estimated percentage of subcontract/Supplier dollars committed to “local” Maryland businesses. For purposes of this proposal, a “local” Maryland business is a business with its primary base of operations located in Prince George’s county, or a Maryland business located within twenty-five (25) miles of the job site.	M/E	

6	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 (in terms of percentages), and how it will result from the contract award.	M/E	
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4.0 REFERENCES

4.1 Active References

Each proposing contractor must provide at least two (2) and preferably three (3) ACTIVE references and ancillary information on the Vendor Reference Forms provided in this RFP denoting Clients for Active Contracts within the last three (3) years, preferably similar in size, scope and complexity as the requirements defined in this RFP, however, References must be able to demonstrate the contractor's capability to perform the requirements of this RFP. **Note: The contractor's references MUST demonstrate the size and scope of each reference provided.**

<u>4.1.1 ACTIVE CONTRACT REFERENCE 1</u>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
E-Mail Address:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service	
Justification of Similar Size and Scope	

<u>4.1.2 ACTIVE CONTRACT REFERENCE 2</u>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
E-Mail Address:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service	
Justification of Similar Size and Scope	

<u>4.1.3 ACTIVE CONTRACT REFERENCE 3</u>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
E-Mail Address:	

University of Maryland RFP No. 113309 for Advertising and Enrollment Marketing Services for
the Smith School MBA Programs

Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service	
Justification of Similar Size and Scope	

4.2. **Inactive References**

Each proposing contractor must provide at least one (1) and preferably two (2) INACTIVE references and ancillary information on the Vendor Reference Forms provided in this RFP denoting Clients for Active Contracts within the last three (3) years, preferably similar in size, scope and complexity as the requirements defined in this RFP, however, References must be able to demonstrate the contractor's capability to perform the requirements of this RFP. ***Note: The contractor's references MUST demonstrate the size and scope of each reference provided.***

<u>4.2.1. INACTIVE CONTRACT REFERENCE 1</u>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
E-Mail Address:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service	
Justification of Similar Size and Scope	
Justification for Inactivity	

<u>4.2.2. INACTIVE CONTRACT REFERENCE 2</u>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
E-Mail Address	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service	
Justification of Similar Size and Scope	
Justification for Inactivity	

Section D - Packaging and Marking

The following packaging and marking requirements are incorporated herein:

The Contractor shall:

1. Pack and mark each shipment to comply with specifications contained herein. In the absence of specifications, prepare each shipment in conformance with carrier requirements and accepted trade practices.
2. Mark the outside of each shipment carton with the applicable contract number.
3. Deliver each shipment in good order and condition to the point(s) of delivery specified herein.
4. Be responsible for any loss and/or damage to the goods occurring before receipt of each shipment by the consignee at the delivery point(s) specified herein.
5. Furnish a delivery schedule and designate the mode of delivering carrier.

Section E - Inspection and Acceptance

The following inspection, testing and acceptance requirements are incorporated herein:

Delivery shall be made in accordance with the scope of services. All services rendered/deliveries shall confirm and affirm the requirements defined in Section C/Scope of Work.

Any services that fail to meet the quality and specifications shall be rejected. At the University's discretion, the contractor may be requested to re-work any services/deliverables, at no additional cost to the University, until such services/deliverables prove acceptable.

In the event the Contractor is not able to produce acceptable services/deliverables, the University reserves the right to purchase replacement services in the open market and charge the Contractor for any excess price paid for the replacement, plus applicable expenses, if any.

The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder.

The services listed in the scope of services shall be delivered to the point or points specified prior to, or on the date specified in this Contract.

Section F - Deliveries or Performance

The following delivery or performance requirements are incorporated herein:

1. Prices quoted shall include all transportation and delivery charges fully prepaid by the Contractor, Free On Board (FOB) Destination to:

ADDRESS FOR SHIPMENTS
Robert H. Smith School of Business
Marketing Communications Department
7621 Mowatt Lane
College Park, MD 20742

2. Delivery shall be made in accordance with the scope of services. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The services listed in the scope of services shall be delivered to the point or points specified prior to, or on the date specified in this Contract.

Section G - Contract Administration Data

1.0 Roles of the University of Maryland Program Manager and Procurement Officer

The Procurement Officer is the University of Maryland's authorized representative for all pre-contract matters related to this contract. Additionally, throughout the duration of the contract, the Procurement Officer shall be the only individual with authority to modify any provisions of this contract including, without limitation, the statement of work, pricing or any other sections.

The University of Maryland Program Manager (Amy Taylor at amtaylor@umd.edu) and designated staff shall be the principal interface on behalf of the University of Maryland for post-award technical matters, and shall have the authority to explain and provide further details regarding the University of Maryland's expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Program Manager and designated staff shall have no authority to modify any provisions of this contract.

2.0 Invoicing

The Contractor shall provide the following invoicing services. Invoices shall reflect the price structure spelled out in Section B.

Throughout the duration of any resultant contract, the Contractor shall provide one paper copy of each invoice. The paper invoice must contain the following minimum information:

- a. Invoice Number
- b. Invoice Date
- c. The word ORIGINAL printed on the original copy of the document.
- d. The full company or corporate name and address; payment address if it differs from corporate address.
- e. The full nine (9) digit Federal Tax Identification number (for U.S. Contractors only) or Social Security Number.
- f. Purchase order number and/or contract number.

In addition to the Invoice, the Contractor shall provide a report containing, at a minimum, the following documentation:

- a. All labor incurred, including:
The Project or Program Name (Including Retainer)
Tasks completed,
The labor categories,
hours worked,
and contractual hourly rates for all labor incurred.
- b. Actual invoices from subcontractors for any/all media costs invoiced demonstrating the actual cost of each media placement reflected in the Contractor's invoice.

Direct invoices to the following address:

University of Maryland
Attn.: Accounts Payable Department
Chesapeake Building – Room 3101
College Park, MD 20742

Any invoice that is unclear, illegible or does not conform to these specific requirements shall be returned to the Contractor for re-issuance.

3.0. Schedule of Payments

All Payments shall be net 30 for the date of invoice.

All payments shall be approved by the University Program Manager or Designee prior to effect of payment.

4.0. Assignment

No part of the work specified herein may be assigned or transferred to another Contractor without the prior written authorization of the Procurement Officer.

5.0. Notices

Notices under this contract shall be in writing and shall be considered effective upon personal delivery to the individual listed below or five calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

For the University of Maryland:

Cari Pfister
Procurement & Strategic Sourcing
University of Maryland
2113R Chesapeake Building
College Park, MD 20742-3111
Telephone: 301-405-5848
Facsimile: 301-314-9565
Email: cpfister@umd.edu

For Contractor: (please complete the following)

Telephone: _____
Facsimile: _____
Email: _____

Section H - Special Contract Requirements

1. Term of Contract

The contract term shall commence on the date the contract is signed on behalf of the University or such later date as the University directs. The contract term shall terminate two (2) years after the beginning date unless extended or sooner terminated in accordance with the contract.

At the sole option of the University, the contract may be renewed for up to **two (2) additional separately exercisable two (2) year terms** under the same terms and conditions, with prices as quoted in Section B and accepted by the University of Maryland.

2. Insurance Requirements

A. General Requirements:

1. All insurance required to protect the Contractor and the University from liability and all insurance required in accordance with applicable laws and regulations is addressed herein.
2. The amount(s) of insurance coverage specified herein shall be the minimum amount(s) of insurance available to satisfy claims. The Contractor and his subcontractors (as applicable) shall purchase and maintain such insurance with limits of liability as specified herein; or as specified by the Procurement Officer for the project; or as required by law; whichever is greater.
3. 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.
4. All insurance required shall be purchased and maintained with a company or companies lawfully authorized to do business in the State of Maryland and shall name the University of Maryland, College Park as "Additional Insured". Insurance companies providing coverage herein shall have an AM Best rating of not less than A-VII or better.
5. The Contractor shall be responsible for the maintenance of this insurance, whether the work is performed directly by the Contractor; by any subcontractor; by any person employed by the Contractor or any subcontractor; or by anyone for whose acts the Contractor may be liable.
6. All required insurance policies shall be endorsed to provide sixty (60) days (ten (10) days if cancelled due to non-payment) prior written notice by certified mail of any material change, cancellation or non-renewal to:

University of Maryland
Department of Procurement and Strategic Sourcing

2113-R Chesapeake Building
College Park, MD 20742

7. Proof of the required insurance and endorsements shall be made by submission to the University, prior to commencement of the work, certificates of insurance and endorsements satisfactory to the University, The Contractor shall promptly furnish copies of required policies upon receipt of a request from the Procurement Officer.
8. All required coverage shall be maintained until final completion and closeout of the project as evidenced by final payment to the Contractor.
9. The Contractor shall defend, indemnify and save harmless the University System of Maryland and the University of Maryland, College Park and their respective officers, employees and agents from any and all claims, liability, losses and causes of action which may arise out of the performance by the Contractor, its' employees or agents, of the work covered by this contract.

B. Coverage Required:

1. Insurance coverage shall include:
 - a. **General Liability:** Coverage for general liability claims arising from operations of the Contractor, subcontractors and suppliers with such coverage, including, but not limited to: personal injury, completed operations ISO CG 20 10 and CG 20 37 or its equivalents, explosion and collapse hazard and underground hazard. Waiver of Subrogation in favor of the University is required. The minimum limits of such coverage shall be:
 - a) \$2,000,000 Per Occurrence Limit
 - b) \$4,000,000 General Aggregate Limit
 - c) \$4,000,000 Products/Completed Operations Limit

No exclusion for third party action over claims.

No exclusion for punitive damages.

b. Automobile Liability: Coverage for third party legal liability claims arising from bodily injury and/or damage to the property of others from the ownership, maintenance or use of any motor vehicle, both on-site and off-site. Coverage shall include all owned, hired and non-owned vehicles for claims arising out of their use or operation. Waiver of Subrogation in favor of the University is required. The minimum limits of such coverage shall be:

- a) \$1,000,000 Combined Single Limit
- b) See Excess/Umbrella Liability for additional requirements

- c. Excess Liability / Umbrella Liability: Coverage for third party legal liability claims against the Contractor that exceed the per occurrence or general aggregate of these underlying policies: General Liability, Employers Liability and Automobile Liability. Should any claim exceed the specified limits for the underlying policies, this coverage is intended to cover the balance of the claim, up to the limit of the Excess/Umbrella policy. The minimum limits for such coverage are assigned below, based on the range of value of the agreement under which the Contractor is employed by the University:

<u>Contract Volume</u>	<u>Excess / Umbrella Limit</u>
Less than \$10,000,000	\$ 5,000,000
\$10,000,001 to \$25,000,000	\$10,000,000
\$25,000,001 to \$50,000,000	\$25,000,000
Over \$50,000,000	\$50,000,000*

*Or as otherwise specified by the Procurement Officer.

- d. Workers' Compensation: Coverage for claims arising from Workers' Compensation statutes or other Employers Liability or third party legal liability claims arising from bodily injury, disease, or death of Contractor's employees. Contractor shall provide Workers' Compensation coverage for all employees and require their subcontractors to provide Workers' Compensation in accordance with statutory requirements of the jurisdiction in which the work is being performed. Waiver of Subrogation in favor of the University is required for Part B: Employers Liability. The minimum limits of such coverage shall be:

- a) Part A: Statutory
- b) Part B: Employers Liability
 - * \$1,000,000 Each Accident
 - * \$1,000,000 Disease, Each Employee
 - * \$1,000,000 Disease, Policy Limit
- c) See Excess/Umbrella Liability for additional requirements

Limits of insurance may be achieved either singularly or by combination of applicable coverages.

Prior to the commencement of their work, the Service Provider will be required to provide a Certificate of Insurance to the Purchasing Officer confirming the above insurance and limits are in place.

With the exception of the Service Provider's Workers' Compensation, all policies must specifically name the University of Maryland College Park as an additional insured with respect to operations under this Agreement. With respect to Service Provider's liability for bodily injury or property damages above, their insurance shall cover and not exclude Service Provider's liability for injury to the property of Client

and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees, or guests of Client. Service Provider shall directly notify the Procurement Officer in writing thirty-days (30) in advance of the effective date of any cancellation or reduction of Service Provider's insurance policies. Notices of policy cancellations or reductions shall be furnished to the Procurement Officer. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland. The insurers must have a policy holder's rating of "A-or better".

3. Parking

If at any time Contractor shall be on the premises of the University of Maryland, then Contractor is responsible for acquiring a valid University of Maryland parking permit, obeying all parking regulations, and paying all fines assessed for violations of parking regulations. Contractor is responsible for ensuring this clause is included in Contractor's agreements with subcontractors.

4. Minority and Disadvantaged Business Enterprise (MBE) Notice

MBE firms are encouraged to respond to this solicitation.

5. Order of Precedence (within this contract)

In the event of a discrepancy within Sections A through L of this contract, such discrepancy shall be resolved by giving precedence in the following order:

- a) Section H – Special Contract Requirements
- b) Section C – Description/Specifications/Statement of Work
- c) Remaining Sections of Part I (Sections A, B, D, E, F and G)
- d) Part II – Contract Clauses (Section I)
- e) Part III – List of Documents, Exhibits and Other Attachments (Section J)
- f) Part IV – Representations and Instructions (Section K and Section L)

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

1. Scope of Work

The Scope of Work is defined in Section C of this document.

2. Compensation and Method of Payment

Total compensation is shown in Section A, Item 19 of this document. Method of payment is defined in Section G, Subsections 2 and 3 of this document.

3. Contract Term

The contract term is defined in Section H, Subsection 1 of this document.

4. 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.

5. Harmony

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

6. Clean Up

Contractor agrees to clean up on a daily basis and shall at all times keep the building and premises clean of dirt, trash and debris arising out of the operation of the contract. If Contractor fails to clean up and remove such dirt, trash and debris from the job site, the University may arrange for same at Contractor's expense. Upon the completion of the work, Contractor agrees to remove promptly all implements, surplus materials and debris if applicable when it is working on the University premises.

7. Independent Contractor

It is understood and agreed that the Contractor is an independent contractor of the University and not an employee. The University shall not withhold income taxes, social security, or any other sums from the payments made to the Contractor hereafter. If the Contractor employs additional persons in the performance of this contract, those persons shall in no way be considered employees of the University, but rather they shall be employees or contractors of the Contractor, and the Contractor bears full responsibility for compensating those persons.

8. Truth-In-Negotiation Certification

The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:

- a. The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
- b. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or non-current wage rates or other units of costs, the State is entitled to an adjustment in

all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and

c. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or non-current wage rates and other factual costs.

9. 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 section 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.

10. Variations in Estimated Quantities

The pricing shall remain firm and fixed at the dollar amounts or discount levels indicated in Section B for the duration of the contract. Quantity estimates are provided for informational purposes only and the University shall not be held to them. Any variation between actual quantities purchased hereunder and estimated quantities provided shall not entitle the Contractor to any type of equitable adjustment.

11. Reserved

Time is an essential element of the contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders.

12. Specifications

All materials, equipment, supplies or services shall conform to Federal and State laws and regulations, and to the specifications contained herein.

13. Cost and Price Certification

By submitting cost or price information the Contractor 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.

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.

14. Delays and Extensions of Time

- (1) The Contractor agrees to perform 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.
- (2) 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.

15. 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 or she may determine to be appropriate for the convenience of the University.

16. Payment of University Obligations

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, are prohibited. Electronic funds transfer (EFT) will be used by the State to pay Contractor(s) for Contracts with a value over \$200,000 and any other State payments due Contractor(s) unless the State Comptroller's Office grants Contractor(s) an exemption.

17. Delivery and Acceptance

Delivery shall be made in accordance with the solicitation specifications. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to, or on the date specified in the bid or proposal. Any material or service that is defective or fails to meet the terms of the solicitation specifications will be rejected. Rejected materials or services shall be promptly replaced or re-performed, at the direction of the University. The University reserves the right to purchase replacement materials or services in the open market. Contractors failing to promptly replace materials or re-perform services lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

18. Non-Hiring of Officials and Employees

No official or employee of the State of Maryland whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall, during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

19. 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, sexual orientation (added effective October 1, 2001) 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 material; and (c) to post in conspicuous places accessible to employees and applicants for employment, notices setting forth the substance of this section.

20. Financial Disclosure

The Contractor shall comply with State Finance and Procurement Article, §13-221, 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.

NOTE: The financial disclosure form is available under "Public Disclosures" on the following web site: www.sos.state.md.us

21. Political Contribution Disclosure

The Contractor shall comply with the provisions of Article 33, Sections 14-101 through 14-104, Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State, a county, a municipal corporation or other political subdivision of the State, 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:

- (1) prior to purchase, completion or execution of any sale or any lease or contract by the University, and shall cover the preceding two calendar years; and
- (2) if the contribution is made after the completion of a sale or purchase, or 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.

NOTE: The political contribution disclosure form is available as "Title 14" under "Campaign Finance and Campaign Fund Reporting" under the "Forms" heading of the following web site:

www.elections.state.md.us

22. Disputes

- (1) This contract is subject to the University System of Maryland (USM) Procurement Policies and Procedures, and the University of Maryland Procurement Policies and Procedures.

(2) Except as otherwise provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this section.

(3) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this section. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this section.

(4) Within thirty days of when the basis of the claim is known or should have been known, whichever is earlier, the claim shall be made in writing and submitted to the Procurement Officer for decision in consultation with the Office of the Attorney General, as appropriate.

(5) When a claim cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the Procurement Officer. The written request shall set forth all the facts surrounding the controversy.

(6) The Contractor, at the discretion of the Procurement Officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.

(7) The Procurement Officer shall render a written decision on all claims within 180 days of receipt of the Contractor's written claim, unless the Procurement Officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the Procurement Officer shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The Procurement Officer's decision shall be deemed the final action of the University.

(8) The Procurement Officer's decision shall be final and conclusive unless the Contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.

(9) Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Procurement Officer's decision.

23. Termination for Convenience

(1) The performance of work under this contract may be terminated by the University in whole or in part, in accordance with this section, whenever the University shall determine that such termination is in the best interest of the University or the State. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the time when such termination becomes effective.

(2) After receipt of a Notice of Termination, and except as otherwise directed by the Procurement Officer, the Contractor shall:

(a) stop work as specified in the Notice of Termination;

(b) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the contract as is not terminated;

(c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(d) assign to the University, in the manner, at times, and to the extent directed by the Procurement Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Procurement Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this section;

(f) transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the Procurement Officer,

(i) the fabricated or unfabricated parts, work in process, 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

(ii) 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;

(g) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Procurement Officer, any property of the types referred to in (f) above; provided, however, that the Contractor

(i) may not be required to extend credit to any purchaser, and

(ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Procurement Officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the University to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Procurement Officer may direct;

(h) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(i) take any action that may be necessary, or as the Procurement Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the University has or may acquire an interest. The Contractor shall submit to the Procurement Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Procurement Officer, and may request the University to remove them or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the University shall accept title to these items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Procurement Officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made before final settlement.

(3) After receipt of a Notice of Termination, the Contractor shall submit to the Procurement Officer his termination claim, in the form and with certification prescribed by the Procurement Officer. This claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extensions in writing are granted by the Procurement Officer, upon request of the Contractor made in writing within the one-year period or authorized extension thereof. However, if the Procurement Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Procurement Officer may determine the claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Procurement Officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(4) Subject to the provisions of paragraph (3), the Contractor and the Procurement Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this section, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (5) of this section, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Procurement Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this section, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts that may be agreed upon to be paid to the Contractor pursuant to this paragraph.

(5) In the event of the failure of the Contractor and the Procurement Officer to agree as provided in paragraph (4) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this section, the Procurement Officer shall pay to the Contractor the amounts determined by the Procurement Officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (4):

(a) for completed supplies or services accepted by the University (or sold or acquired as provided in paragraph (2) (g) above) and for which payment has not theretofore been made, a sum equivalent to the aggregate price for the supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

(b) the total of-

(i) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (5)(a) hereof;

(ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (2) (e) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or Contractors before the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (g) above); and

(iii) a sum, as profit on (i) above, determined by the Procurement Officer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(c) the reasonable cost of settlement accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under (a) and (b) of this paragraph shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the University shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (5) (a) and (b) (i) above, the fair value, as determined by the Procurement Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the University or to a buyer pursuant to paragraph (2) (g).

- (6) Costs claimed, agreed to, or determined pursuant to (3), (4), (5) and (11) hereof shall be in accordance with USM Procurement Policies and Procedures in effect on the date of this contract.
- (7) The Contractor shall have the right of appeal, under the section of this contract entitled "Disputes," from any determination made by the Procurement Officer under paragraph (3), (5), or (9) hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph (3) or (9) hereof, and has failed to request extension of the time, he shall have no right of appeal. In any case where the Procurement Officer has made a determination of the amount due under paragraph (3), (5), or (9) hereof, the University shall pay to the Contractor the following: (a) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Procurement Officer, or (b) if an appeal has been taken, the amount finally determined on such appeal.
- (8) In arriving at the amount due the Contractor under this section there shall be deducted (a) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (b) any claim which the University may have against the Contractor in connection with this contract, and (c) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this section, and not otherwise recovered by or credited to the University.
- (9) If the termination hereunder be partial, the Contractor may file with the Procurement Officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this section shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the Procurement Officer.
- (10) The University may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Procurement Officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this section, such excess shall be payable by the Contractor to the University upon demand, together with interest computed at the prime rate established by the State Treasurer for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the State; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or a later date as determined by the Procurement Officer by reason of the circumstances.
- (11) Unless otherwise provided for in this contract, or by applicable statute, the Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this contract, preserve and make available to the University at all reasonable times at the office of the Contractor but without direct charge to the University, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Procurement Officer, reproductions thereof.

24. 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 contract in whole or in part 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 section, 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 section.

(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 section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the provisions of this section, the rights and obligations of the parties shall, if the contract contains a section providing for termination for convenience of the University, be the same as if the notice of termination had been issued pursuant to such section. If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, and if this contract does not contain a section 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 claim as defined in the section of this contract entitled "Disputes".

(5) If this contract is terminated as provided in paragraph (1) of this section, the University, in addition to any other rights provided in this section, 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

claim as defined in the section 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 section 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 section, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

25. Arrearages

By submitting a response to this solicitation, the proposer represents 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.

The proposer is also informed that the Comptroller (per State Finance and Procurement Article §7-222) may not, except under the conditions specified therein, issue a warrant for payment to a person if the person owes \$50 or more to the State, a unit of the State government, or any governmental entity under the control of the State. Therefore, applications for payment submitted by a contractor and approved by the University for payment may not be processed by the Comptroller for payment to the contractor if an arrearage in excess of \$50 exists.

26. Compliance with Laws

The Contractor hereby represents and warrants that: **A.** 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; **B.** It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this contract; and **C.** 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.

27. Retention of Records

The Contractor shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by the University hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or designee at all reasonable times.

28. 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.

29. Registration.

Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any

interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

NOTE: The registration form is available as "Combined Registration Application" under the "Businesses" heading of the following web site: <http://www.dat.state.md.us/sdatweb/sdatforms.html>

Questions about this requirement may be sent to the Department of Assessment and Taxation at Charterhelp@dat.state.md.us and a response should be forthcoming within 24 hours.

30. EPA Compliance

Materials, supplies, equipment or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

31. Occupational Safety and Health Act

All materials, supplies, equipment, or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

32. Maryland Law Prevails

The provisions of this contract shall be governed by the laws of Maryland without reference to it's Conflicts of Laws rules.

33. 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 in accordance with its user manuals, either automatically, upon the occurrence of Licensor-selected conditions, or manually on the command of Licensor.

34. MUCITA

The Maryland Uniform Computer Information Transactions Act (MUCITA), Maryland Code Annotated [Commercial Law] 22-101 through 22-816, does not govern this Agreement, except to the extent that section 22-104(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.

35. Applicability of Federal Laws

No federal funds are anticipated in conjunction with this procurement and any ensuing contract.

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

37. Intellectual Property

Work for Hire.

Contractor understands and agrees that any and all materials and deliverables that are subject to copyright protection that 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 for the University 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. For IT procurements, use the following sentence instead: Works include but are not limited to executable code, source code, fixes, patches, updates, upgrades, documentation embedded or otherwise, original copy, and other production materials. Contractor shall be responsible for delivering all Works to the University no later than fifteen (15) working days from 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.

38. E-Maryland Marketplace

All vendors interested in conducting business with the University of Maryland must register at: <https://emaryland.buyspeed.com/bs/>. Registration is free. eMarylandMarketplace™ is the State of Maryland's Internet-based procurement system. Registered vendors can access bid solicitations and receive email notification when new solicitations are posted.

39. Eligibility to Purchase

By submitting a proposal, Contractor agrees to extend the proposed price structure and discounts to all University System of Maryland campuses and facilities, any public body/Agency, public or private health or educational institution or any University related foundation with the understanding that such utilization is in accord with the public body/Agency, public or private health or educational institution's policies and procedures

40. Use of Agreement by Third Parties

It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body/Agency, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by the Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement will be extended to the entities above to purchase at fees in accordance with the terms of the Agreement. The Selected Firm will notify the University in writing of any such entities accessing the Agreement. No modification of the Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all entities accessing the Agreement. Participating entities will place their own orders directly with the Selected Firm and will fully and independently administer use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity accessing the Agreement under this section, and will not be considered in default of the Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive procurement processes as the need may be.

41. Proposal Affidavit

The enclosed Proposal Affidavit shall be completed and submitted to the Procurement Officer as part of Contractor's proposal.

42. 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.

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.

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.

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.

43. Pre-Existing Regulations

The regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

44. Indemnification

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.

45. RESERVED

46. FERPA (Family Education Rights and Privacy Act)

1. In the course of providing services during the term of the contract, Vendor may have access to student "education records" that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, *et seq.* and its implementing regulations. FERPA controls the release of, access to and use of "education records." To the extent Vendor has access to “education records” under this contract, it is deemed a “school official,” as those terms are defined under FERPA. Vendor agrees that it shall not use education records for any purpose other than in the performance of this contract. Vendor shall not disclose or share education records with any third party unless permitted by the terms of the contract or other applicable law. If subcontractors to Vendor have a need to access education records, Vendor shall require them to agree to maintain the confidentiality of education records to the same extent required of Vendor under this contract.
2. In the event any third party seeks access to education records, pursuant to FERPA or other relevant Federal or State laws or regulations, Vendor will immediately provide University with written notice of the request, unless prohibited by law or judicial and/or administrative order. Vendor shall not provide direct access to requested education records and shall not respond to such requests. University shall have sole responsibility to respond to third party

requests Vendor receives for education records. Vendor shall retrieve such education records upon receipt of and in accordance with written directions from University and shall only provide requested records to University. Should Vendor receive a court order or lawfully issued subpoena seeking the release of education records, Vendor shall immediately forward such order or subpoena to University prior to releasing the requested records, if allowed by law or judicial and/or administrative order.

3. If Vendor experiences a security breach involving any education record, it will immediately give written notice to the University of the nature and scope of the breach and describe what steps it has already taken and will continue to take to limit and mitigate the security breach to the extent possible. The parties agree that if Vendor breaches any obligation under FERPA, the University may, in its sole discretion, cancel this contract and remove Vendor from consideration for future awards for a period of not less than five (5) years. Vendor hereby indemnifies and holds harmless University from and against any losses, claims, damages, liabilities and related expenses, including attorneys' fees and the cost to notify affected persons, incurred by University as a result of Vendor's violation of its FERPA obligations and security breaches that result in unauthorized access to education records.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Section J - List of Attachments

This Request for Proposal includes the additional Attachment as outlined below:

ATTACHMENT 1 – Bid Proposal Form

PART IV REPRESENTATIONS AND INSTRUCTIONS

Section K – Representations, Certifications and other Statements

BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder 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.

University of Maryland RFP No. 113309 for Advertising and Enrollment Marketing Services for the Smith School MBA Programs

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.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

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(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

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

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) 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:

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(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. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, 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.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid 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 statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

Note: For the purposes of this Certification, Domestic means incorporated or with a strong legal presence within the State of Maryland, Foreign means incorporated outside of or without a strong legal presence in Maryland

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____.

Pursuant to §7-201 et seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. ***NOTE: "Foreign" contractors are required to register with the Maryland Department of Assessments & Taxation at the time of proposal submission. The forms for registration are available from the website <http://www.dat.state.md.us/sdatweb/sdatforms.html> For further help call (410) 767-1340 or email: charterhelp@dat.state.md.us.***

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, 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 the 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.

NOTE: The financial disclosure form is available under on the following web site: <http://www.sos.state.md.us/PublicDisclosure.aspx>. For further information, go to www.sos.state.md.us

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and 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.

NOTE: The political contribution disclosure form is available at http://www.elections.state.md.us/campaign_finance/disclosure_of_contributions.html. Frequently asked questions and answers are available from this website.

E. 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 meanings 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'

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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 or alcohol;

(d) Not hire or assign to work on the contract anyone who 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's 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 §E(2)(b), above;

(h) Notify its employees in the statement required by §E(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 5 days after a conviction;

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

(j) Within 30 days after receiving notice under §E(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 §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(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:

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(a) The award of the 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.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, 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: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

CONFLICT OF INTEREST INFORMATION

A. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a State contract shall provide notice of the requirement of this regulation.

B. "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.

C. "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.

D. If the Procurement Officer makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict in interest, the procurement officer may reject a bid or offer under COMAR 21.06.02.03B.

E. After award the State may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Procurement Officer, the State may terminate the contract for default, institute proceedings to debar the Contractor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

F. A conflict of interest may be waived if the Procurement Officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.

G. Each bidder or offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.

H. The affidavits and disclosures required by Subsection G of this regulation shall be in substantially the same form as follows:

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "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.

B. "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.

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

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explains in detail--attach sheets if necessary):

E. 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 will 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.

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:** _____
(Signature of Authorized Representative and Affiant)

Printed Name: _____

Title: _____

Federal Employer Identification Number (FEIN): _____

**PRINCIPLES OF SOCIAL RESPONSIBILITY
and
SOCIAL RESPONSIBILITY AFFIDAVIT INFORMATION**

I. Principles of Social Responsibility

A. As provided for in Section VIII. C. of the University System of Maryland Procurement Policies and Procedures, the University is required to make purchases from and award contracts to “responsible” contractors. The Procurement Officer may use certain factors, including but not limited to a satisfactory record of integrity and business ethics to determine if a bidder or offeror is responsible. The University has determined that a bidder or offeror’s record of integrity and business ethics includes a demonstrated commitment to providing goods and services in an ethical, and socially and environmentally responsible manner by compliance with all applicable:

- (1) Federal and state labor relations and employment laws;
- (2) Federal and state non-discrimination in employment laws;
- (3) State of Maryland Commercial Nondiscrimination laws;
- (4) State of Maryland, Minority Business Enterprise (“MBE”) laws; and,
- (5) Federal and state health, safety and environmental laws.

The above laws are referred to as “Social Responsibility Laws.” The bidder or offeror’s compliance with the above laws is referred to as “Social Responsibility.”

B. Each bidder or offeror shall complete a Social Responsibility Affidavit, in the form that follows, as part of a bid or proposal submitted to the Procurement Officer in response to any solicitation to furnish goods or services of any kind including, but not limited to architectural or engineering services; construction; construction related services; maintenance; consulting; information technology (hardware, software and services); equipment or other commodities.

C. The Procurement Officer shall consider information provided in the Social Responsibility Affidavit to determine if a bidder or offeror is responsible. A determination that a bidder or offeror is not responsible may be considered as the basis for eliminating that bidder or offeror from further consideration for a contract award.

D. After award, the University may terminate a contract for default if the bidder or offeror did not disclose the requested information; misrepresented relevant information to the Procurement Officer; or was subject to a final judgment of non-compliance with applicable Social Responsibility Laws post-award. In such cases, the University may also institute proceedings to debar the vendor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

SOCIAL RESPONSIBILITY AFFIDAVIT AND DISCLOSURE

A. The bidder or offeror agrees that if it is the subject of a final, non-appealable judgment with respect to compliance with applicable Social Responsibility Laws after the date of this affidavit, the bidder or offeror will 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 or proposes to take to correct the violation. If the contract has been awarded and performance has begun, the vendor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

B. CERTIFICATION OF COMPLIANCE WITH SOCIAL RESPONSIBILITY LAWS

I HEREBY AFFIRM THAT:

(1) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for noncompliance with federal or state labor relations and other employment laws or regulations, including but not limited to the National Labor Relations Act, as amended; the Davis-Bacon Act, as amended; the Fair Labor Standards Act, as amended; the Maryland Living Wage law, State Finance and Procurement Article, §18-101 et seq., Annotated Code of Maryland; the Maryland Prevailing Wage law, State Finance and Procurement Article, §17-201 et seq., Annotated Code of Maryland; federal and state child labor laws; federal minimum wage laws and; the Family Medical Leave Act, except as follows (explain below or add additional sheets):

(2) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of federal or state non-discrimination in employment laws or regulations, including but not limited to laws prohibiting discrimination on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability unrelated in nature and except so as to reasonably preclude the performance of the employment, except as follows (explain below or add additional sheets):

(3) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of the State of Maryland Commercial Non-Discrimination Policy, State Finance and Procurement Article, §19-101 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

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(4) There have been no instances during the last five years of failure by the bidder or offeror to meet mutually agreed upon goals for minority business participation (MBE) on projects performed for the University or any other State of Maryland agency, or any other sanctions for MBE program non-compliance; or any final, non-appealable judgment of noncompliance with the State of Maryland Minority Business Participation law, State Finance and Procurement Article, § 14-308 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

(5) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of federal or state health, safety or environmental laws or regulations, including but not limited to the U.S. Occupational Safety and Health Act standards; Maryland Occupational Health and Safety laws, State Labor and Employment Article, § 5-101 et seq., Annotated Code of Maryland, or the Federal Noise Control Act of 1972, except as follows (explain below or add additional sheets):

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)

CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN

Ref: Maryland Board of Public Works Advisory Number 2013-1

1. The undersigned of _____ (Contractor) certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list (see NOTE below) 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 Article; and

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

Or;

2. The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Signature:

Date Signed:

Name of Authorized Representative:

Title:

NOTE: Information and List is available at:

www.bpw.state.md.us
Click On "Advisories"
Scroll Down to "2013-1"
Click On "IAI LIST"

Section L - Evaluation Factors for Award

A. EVALUATION COMMITTEES

The Procurement Officer may establish separate technical and financial evaluation committees to review and rate the proposals. The financial evaluation committee may be composed of the Procurement Officer and any other individuals appointed by the Procurement Officer. The technical evaluation committee shall be composed of other individuals appointed by the Procurement Officer.

B. ACCEPTABILITY OF PROPOSALS:

The Procurement Officer shall determine which contractors have met the basic requirements of the RFP. Failure to comply with any mandatory requirement will normally disqualify a contractor's proposal. The Procurement Officer shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Procurement Officer may waive or permit to be cured minor irregularities or minor informalities 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 Officer may reject in whole or in part any and all proposals if such is in the University's interest, and may conduct discussions with 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.

C. TECHNICAL EVALUATION:

Evaluation of technical proposals will be based on "go/no-go" or "pass/fail" decisional rule, applied to each technical specification and business requirement delineated below. A no-go or fail rating will eliminate a Contractor from further consideration. The Contractor either meets or does not meet each of the technical specifications and business requirements. There is no merit or extra credit awarded for exceeding the requirements. Only those Contractors meeting the technical specifications and business requirements will be considered in the financial evaluation.

The criteria that will be used by the committee for the technical evaluation of proposals for this procurement are listed below.

Evaluation factors include the following:

1.0 Mandatory Requirements:

Contractor's understanding of the University's Mandatory requirements and the nature of work to be performed. To include at a minimum, the quality and soundness of the offeror's approach.

2.0 Highly Desirable Requirements:

Contractor's understanding of the University's Highly Desirable requirements and the nature of work to be performed. To include at a minimum, the quality and soundness of the offeror's approach.

3.0 Qualifications of Personnel as Demonstrated by Resumes (including key personnel, if applicable) in comparison with the minimum requirements and qualifications articulated in Section C.

4.0 Past Performance

Including, but not limited to, References, the quality of product delivered, ability to meet the specifications as defined, offeror's record for on-time delivery, technical quality, cost control, demonstrated corrective actions, etc.

5.0 Clarity of Proposal.

The Contractors response shall be evaluated based on clarity and conciseness of their response with how their proposed solution satisfies each of the criteria specified in Section "C".

6.0 Quality of Task Scenarios Provided

The Contractors response shall provide samples of work that align with proposed Work Plan demonstrating requirements in Section III of the Matrix.

7.0 Economic Benefits to Maryland

Proposals will be evaluated per Section V of the Matrix to assess the benefit(s) to Maryland's economy specifically offered.

The terms "must" or "shall" are used throughout this document to indicate mandatory requirements. Contractors must meet all the requirements and specifications; that is, that the Contractor is fully capable of delivering the items and providing the services as specified in this RFP.

Misinterpretation of requirements and specifications 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.

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.

D. FINANCIAL EVALUATION:

Only those Contractors meeting the technical specifications and business requirements will be considered in the financial evaluation. The financial evaluation will consist of ranking on the basis of lowest price. Information from the pricing proposal sheet contained in Section B will be used to compute the total price.

E. BASIS OF AWARD:

The Procurement Officer will recommend contract award to the responsible contractor or contractors whose proposal is (are) determined to provide overall best value to the University, considering the evaluation factors in this RFP, and price. **Technical merit will have greater weight than price.**

Recommended contract awards, if any, resulting from this RFP, may be subject to appropriate State approvals.

F. NEGOTIATION:

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

Contractors who submit proposals initially judged by the Procurement Officer 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 Officer determines that discussion is in the best interest of the University, the Procurement Officer will advise contractors to submit a best and final offer for consideration after discussions are held.

However, discussions may not be conducted if the Procurement Officer 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 price experience with the particular item that acceptance of an initial offer without negotiation would result in a fair and reasonable price.