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**UNIVERSITY OF MARYLAND
BALTIMORE**

**COMPETITIVE SEALED PROPOSALS
REQUEST FOR PROPOSAL (RFP)
RFP91071CB
FOR**

ADVERTISING AND MEDIA BUYING SERVICES

Issued: February 6, 2024

Pre-Proposal Conference: N/A

Deadline for Questions: February 19, 2024

Due Date for Proposals: March 6, 2024 @ 2:00PM EDT

Issued by: University of Maryland, Baltimore
Strategic Sourcing and Acquisition Services
Saratoga Street Offices
Level 02 Room # 02-100
220 Arch Street
Baltimore, MD 21201-1531
Attn: CJ Bak
410-706-2514 (voice)
410-706-8577 (fax)

Deliver to:

The RFP documents may be submitted through eMMA or email. The email subject line must be clearly marked with the RFP number (91071CB) and delivered by the due date and time to cbak@umaryland.edu Late responses will not be considered.

SPECIAL ACCESS: Anyone requiring special assistance in obtaining a copy of the solicitation, in attending a pre-proposal conference or in delivering a proposal are requested to contact the Buyer listed above at least 48 hours in advance.

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ADVERTISING AND MEDIA BUYING SERVICES

SECTION I: SUMMARY INFORMATION

A. SUMMARY INFORMATION

The University of Maryland, Baltimore (herein called the “University” or “UMB”) intends to contract for **Advertising and Media Buying Services for the School of Nursing (UMSON), School of Pharmacy (UMSOP), School of Law (UMSOL), and the Graduate School (UMGS)**. The selected contractor(s) will work with the Offices of Communications and Marketing in all four schools and with the Office of Communications and Public Affairs (OCPA) to achieve each school’s goals.

B. ISSUING OFFICE

CJ Bak

University of Maryland, Baltimore
Strategic Sourcing and Acquisition Services
Saratoga Street Offices
Level 02 Room 02-100
220 Arch Street
Baltimore, Maryland 21201-1531
Phone: 410-706-2514
Email: cbak@umaryland.edu

The sole point of contact in the University for purposes of this RFP is the issuing office. Any questions with regard to any aspect of this proposal must be directed to CJ Bak in writing.

C. QUESTIONS AND INQUIRIES

Questions and inquiries should be directed to the individual referenced with the Issuing Office above. All such questions and inquiries must be received via email by the close of business- **Monday, February 19, 2024** . Questions and inquiries will be acknowledged via email confirmation from the issuing Office to ensure the questions are received by the Issuing Office before the due date. Questions and inquires without an email confirmation from UMB may be considered non-receipt of timely questions and inquiries. Inquiries will receive a written reply via an addendum to the Solicitation without identification of the inquirer. Addenda will be sent electronically to all short-listed firms as the Solicitation progresses.

D. DELIVERY OF PROPOSALS

The RFP documents may be submitted through eMMA or email. The email subject line must be clearly marked with the RFP number (91071CB) and delivered by the due date and time to cbak@umaryland.edu . Late responses will not be considered. It is the responsibility of the vendor to confirm that their response was delivered and received on time.

E. PROPOSAL CLOSING DATE

In order to be considered, one electronic version of each proposal must arrive at the issuing office via email by **Wednesday, March 6, 2024** no later than 2:00 p.m. Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered. There will be no formal proposal opening.

F. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be held in conjunction with this RFP.

G. DURATION OF PROPOSAL OFFER

Proposals are to be held valid for 180 days following the closing date for this RFP. This period may be extended by mutual agreement between the vendor and the University.

H. TERM OF CONTRACT

Any contract arising from this RFP will be for a period of **one (1) year** and shall commence on the date the contract is executed on behalf of UMB.

The University shall have the option to renew the contract for five **(5)** additional one-year terms, said option(s) to be exercised at the sole discretion of the University.

The maximum aggregate spend for all contracts resulting from this solicitation shall not exceed \$2,000,000 per year. UMB does not guarantee the number of media buys/projects requiring services from any vendor awarded a contract. UMB will not be required to solicit all awarded vendors, either individually or collectively, when the need for services arise.

I. EVALUATION OF OFFERS

A contract award will be made to the responsible offeror(s) whose proposal best meets the needs of the University as determined by the Procurement Officer. All proposals will be evaluated by a University evaluation committee. After considering the factors set forth in this RFP, the committee will make recommendations for the award of the contract to the vendor(s) whose proposal is/are determined to be the most advantageous to the University.

J. PROPOSAL ACCEPTANCE

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor irregularities, to negotiate in any manner necessary to best serve the interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award or no award at all. Offerors judged by the procurement officer not to be responsible or offerors whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

K. FORMATION OF AGREEMENT/CONTRACT OR ISSUANCE OF PURCHASE ORDER

Any Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the offeror as contractor and the University in the form of either a **University Purchase Order** or **Contract** and shall contain the provisions included herein as **Appendix A (Schedule B)** or **Appendix C (Service Contract)** with **Appendix D (Contract Affidavit)** as well as any additional terms required by the University of Maryland, Baltimore or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed **Appendix C, Service Contract**, and will execute a contract on that form upon request by University of Maryland, Baltimore.

L. PROPOSAL AFFIDAVIT AND CERTIFICATIONS

State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price, etc. The **Bid Proposal Affidavit** form (**Appendix B**), must be completed by all respondents and returned with their respective responses.

M. CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN

Offerors must complete, sign, and return **Appendix E, Certification Regarding Investment Activities in Iran** with their solicitation response. Companies appearing on the Investment Activities In Iran list are ineligible for award.

ADVERTISING AND MEDIA BUYING SERVICES

SECTION II: GENERAL INFORMATION FOR VENDORS

A. PURPOSE

The overall purpose of this RFP is to provide information to vendors interested in preparing and submitting proposals to meet the requirements for **Advertising and Media Buying Services** described herein. Proposals will be received for the items/services specified herein or attached hereto under the terms, conditions and general specifications of this proposal.

The intent of this RFP is to provide digital advertising media buying firms an opportunity to present their qualifications, experience, and conceptual approach to providing the scope of services in relation to the needs of UMB. The selected contractor(s) must have a successful record of assisting organizations achieve growth through a proactive, analytical, innovative, and modern media buying approach. UMB is looking for strategic partner(s) — sophisticated, engaged firms with differentiated subject matter expertise and a proven, results-oriented background in acquisition marketing.

UMB anticipates awarding non-exclusive contract(s) to multiple marketing and advertising contractors as a result of this Solicitation, and that additional UMB schools may elect to participate.

Services are to be provided as end-to-end or outcome-based assignments/project-based solutions in response to Task Order Request for Proposals (TORP) pursuant to an award of a Master Contract. At the completion of the evaluation by UMB of TORP responses, the selected Master Contractor will be issued a Task Order Contract (TOC) and/or a Purchase Order (PO). The TORP may be presented as a detailed Statement of Work (SOW) or as a business problem requiring respondents to prepare and submit a detailed proposal stating the respondent's intended action plan to result in a solution to the business problem presented. UMB reserves the right to award to any individual Master Contractor, multiple Master Contractors, or no award as deemed in its best interest.

All Proposers are advised that UMB makes no guarantee that any task orders will be issued or any minimal dollar amount will be spent under the resulting Master Contract(s). However, the University anticipates utilizing the resulting Master Contract(s) for a variety of assignments and projects.

B. GENERAL INFORMATION FOR VENDORS

1. Proposals must be made in the official name of the firm or individual under whom business is conducted (showing official business address) and must be signed by a duly authorized person.
2. Each offeror must furnish all information required by the proposal request. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of their authority.

3. This Request for Proposals creates no obligation on the part of the University to award the contract or to compensate offerors for proposal preparation expenses.
4. The University reserves the right to award a contract based upon the proposals received without further negotiations. Vendors should therefore not rely on having a chance during negotiations to change their offer.
5. Before the award of a contract, University of Maryland, Baltimore may require the offeror to submit evidence of any information related to the financial, technical, and other qualifications and abilities of the offeror.

C. ADDENDA / AMENDMENT TO THE RFP

If it becomes necessary to revise any part of the RFP, addenda/amendments will be sent via email to shortlisted proposers. Short-listed proposers responding to this RFP must acknowledge the receipt of any, and all, addenda, amendments and/or changes issued.

An **Acknowledgement of the Receipt of Amendments and Addenda** (Appendix I) issued before the proposal due date shall be required from all vendors submitting a proposal.

D. CANCELLATION OF THE RFP

The University may cancel this RFP, in whole or in part, at any time.

E. ORAL PRESENTATION

Vendors who submit proposals may be required to make individual presentations to University representatives. **Only** the shortlisted companies will be invited to make a presentation of their proposal and to demonstrate their capabilities and expertise in the specific services offered.

F. INCURRED EXPENSES

The University will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal, delivery of or return of representative samples (if applicable).

G. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor's offer to meet the requirements of the RFP.

H. ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, the firm accepts the terms and conditions set forth in this RFP.

I. PROCUREMENT REGULATIONS

This RFP and any resulting contract shall be governed by the USM Procurement Policies and Procedures and the State Finance and Procurement Article of the Annotated Code of

Maryland and by State Procurement Regulations, Code of Maryland Regulations Title 21, as applicable.

J. MULTIPLE PROPOSALS

Vendors may not submit more than one proposal.

K. ALTERNATE SOLUTION PROPOSALS

Vendors may not submit an alternate to the solution given in this RFP.

L. CONTRACTOR RESPONSIBILITIES

The University shall enter into contractual agreement with the selected offering vendor(s) only. The selected vendor(s) shall be responsible for all products and/or services required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. The University's intent is not to direct the use of any particular vendor, however, the vendor will not contract with any such proposed person or entity to whom the University has a reasonable objection. Notification of such objection will be made by the University within 15 days of contract. The vendor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them.

M. PUBLIC INFORMATION ACT

Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the University under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.

Vendors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it IS NOT sufficient to preface your proposal with a proprietary statement). Failure to comply may result in rejection of your proposal.

N. MINORITY BUSINESS ENTERPRISE NOTICES

Minority Business Enterprises (MBE) are encouraged to respond to this solicitation notice. The MBE goal for this RFP is 30%.

O. ARREARAGES

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

P. TAXES

The University of Maryland, Baltimore is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided 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, Contractor shall pay the Maryland Sales tax and the exemption does not apply.

Q. RFP RESPONSE MATERIALS

All written materials submitted in response to this RFP become the property of the University and may be appended to any formal documentation, which would further define or expand the contractual relationship between the University and the successful vendor(s).

R. PROPOSAL SECURITY

Not Applicable

S. DEBRIEFING OF UNSUCCESSFUL OFFERORS

Unsuccessful proposers may request a debriefing. If the proposer chooses to do so, the request must be submitted in writing to the Procurement Officer within ten days after the proposer knew, or should have known its proposal was unsuccessful. Debriefings shall be limited to discussion of the specific proposer's proposal only and not include a discussion of a competing offeror's proposal. Debriefings shall be conducted at the earliest feasible time.

The debriefing may include information on areas in which the unsuccessful proposer's proposal was deemed weak or insufficient. The debriefing may NOT include discussion or dissemination of the thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer's rationale for the selection may be given.

T. MARYLAND PUBLIC ETHICS LAW, TITLE 5

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per §5-502 of the Maryland Public Ethics Law, Title 5, General Provisions Article, Annotated Code of Maryland.

If the bidder/offeror has any questions concerning application of the State Ethics law to the bidder/offeror's participation in this procurement, it is incumbent upon the bidder/offeror to seek advice from the State Ethics Commission; Office of the Executive Director, 9 State Circle, Suite 200, Annapolis, MD 21401, 410-974-2068 or toll free 1-877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/offeror to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.

The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

U. HIPAA

Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). Contractor acknowledges that the University of Maryland Baltimore is a HIPAA hybrid covered entity. Contractor agrees that Contractor's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by UMB. Such Business Associate Agreement is either attached hereto as Schedule H or Contractor shall promptly execute such Business Associate Agreement upon the University's request. Contractor shall also cause any subcontractor, agent, or party under Contractor's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by UMB.

ADVERTISING AND MEDIA BUYING SERVICES

SECTION III: SPECIFICATIONS & TECHNICAL REQUIREMENTS

A. BACKGROUND

The University of Maryland, Baltimore is a public institution with the multiple missions of education, research and service. The 34-acre complex is located in downtown Baltimore, a city that has become a model for urban rebirth and vitality. The UMB complex has over 5,000 employees and approximately 6,000 students enrolled in seven professional schools: School of Dentistry, School of Law, School of Medicine, School of Nursing, School of Pharmacy, School of Social Work, and the Graduate School.

Since 1889, the **University of Maryland School of Nursing (UMSON)** has shaped the profession of nursing and the health care environment by developing leaders in education, research, and practice. As a nationally top-ranked nursing school, UMSON is a catalyst for creativity and collaboration; we engage diverse groups of professionals, organizations, and communities in addressing local, national, and global health priorities. Together, faculty, staff, and nearly 2,000 students create a rich and vibrant working and learning environment where knowledge is created and shared. A passion for discovery permeates the educational process and advances the use of evidence as the basis for nursing practice. Accordingly, we are recognized for our scientific knowledge, critical thinking, interprofessional teamwork, and profound commitment to the health of individuals and communities.

Offering programs at the undergraduate, graduate, and doctoral level for those entering nursing practice and those advancing their nursing careers, we develop professionals who are in high demand by health systems, universities, government agencies, and more.

Established in 1841, the **University of Maryland School of Pharmacy (UMSOP)** is ranked as one of the top ten schools of pharmacy in the United States. The School is a thriving center for professional and graduate education, pharmaceutical care, research, and community service. Its faculty create the future of pharmacy by pioneering new roles for pharmacists in advanced clinical practice and conducting cutting-edge research in drug discovery and development, comparative effectiveness and patient-centered outcomes, and disease management. A contemporary curriculum, innovative educational experiences, and strategic professional relationships help to inspire excellence in the School's more than 800 students, residents, and postdoctoral fellows.

UMSOP offers nine academic programs, ranging from the Doctor of Pharmacy and the PhD degree, to online and in person Master's degrees. All programs are graduate level and focused on health care and science.

The **University of Maryland Francis King Carey School of Law (UMSOL)** strives to develop outstanding professionals educated in the law. Through excellent teaching in both classroom and clinical settings, the school seeks to prepare students for productive leadership and professional roles in the law, public service, business, and government. In

their capacity as scholars, members of the faculty contribute to the development of law-related knowledge and enhanced understanding of the functioning of law and justice. We underscore our public responsibilities as lawyers and our connection to the broader community by enhancing access to justice, providing pro bono legal services, and serving as a resource for members of the profession and others who work to achieve justice and a better-functioning society.

UMSOL offers the JD, LLM, and MSL degrees as well as a number of dual degree opportunities in partnership with other leading institutions. Within our program, we have several specialties that enable students to obtain a deeper level of understanding in a specific area of the law.

The **UMB Graduate School (UMGS)** offers graduate education and training in biomedical, health, and human service sciences. We offer Master of Science (MS) and Doctor of Philosophy (PhD) degree programs, and post-baccalaureate certificate programs in these areas of study. We also offer dual degrees with the University's professional schools including PhD/MD, PhD/PharmD and PhD/DDS degree programs, and we participate in inter-institutional studies in biochemistry, and gerontology with other University System of Maryland campuses. The Graduate School has been offering masters and doctoral studies on the UMB campus since 1918.

UMB approaches advertising as a means to attract new students. Our media planning and budget are specifically managed to generate inquiries, applications, and enrollments and to promote related events. With that in mind, our experience and expectations of media partners is continual measurement and optimization of advertising spend, with the goal of improving performance.

The **Office of Communications and Public Affairs (OCPA)** is dedicated to promoting the University of Maryland, Baltimore (UMB) and telling its remarkable stories. We provide media relations, branding, strategic planning, writing, editing, design, marketing, special event planning, and web communications services University wide.

UMSON, UMSOP, UMSOL, UMGS, and OCPA seeking this contract, will be collectively referred to as UMB.

UMB is committed to continued growth, which necessitates reaching beyond our local market. We anticipate working with a media partner to identify target markets beyond Baltimore and Maryland. We are searching for an advertising vendor that can successfully understand and relay the discrete identities of our individual academic programs and can create relevant advertising/marketing campaigns to increase applications to and enrollment in each program.

B. SCOPE OF SERVICES

- 1. Advertising and Media Buying Services:** As needed, the awarded vendor(s) shall provide advertising and media buying services (the “Services”) both in local markets and nationally. The digital advertising media buying services may include, but are not limited to, any of the following:

- a) **Paid Search:** Regular campaign management and optimization via bid management tools; campaign, ad group, and keyword creation; ad copy development; ongoing testing and optimization; set-up and maintenance of audience lists; landing page recommendations and development.
 - b) **Display: (Prospecting, Retargeting, Native and Online Video/Audio):** Media planning and buying, leveraging appropriate advertising networks and/or sites; ongoing optimization of campaigns, site exclusions, frequency caps, etc.; sequential messaging recommendations and implementation; regular management directly with vendors and/or through a demand side platform (DSP); pixel mapping; ad and landing page development and implementation.
 - c) **Mobile:** Identifying standout media opportunities, and maximizing conversions through best practices, identifying trends.
 - d) **Paid Social:** Leveraging social media sites for acquisition purposes; actively managing and optimizing campaigns, ongoing testing, creation of messaging and recommended imagery.
 - e) **Advanced/Digital TV**
 - f) **Other Digital Opportunities as they arise.**
2. **Account Management:** At a minimum, UMB expects the following personnel assigned to UMB's account for projects as they arise:
- a) **Account Lead:** Responsible for day-to-day management of all work associated with the account with capability of assigning additional staff resources as needed.
 - b) **Executive-in-Charge:** Responsible for designing adequate resources to the account and for problem escalation/resolution.
3. **Vendor Capabilities:** The awarded vendor shall be able to:
- a) Understand our business strategy and negotiate and execute on agreed upon media plans.
 - b) Drive quality inquiries while maintaining the integrity of the brand.
 - c) Provide comprehensive recommendations for each media tactic based on meeting the University's goals.
 - d) Provide company-generated reporting and comprehensive analysis on performance and optimization efforts, depending on scope of campaign.

- e) Communicate and apply the most relevant and competitive trends and performance measures.

C. TECHNICAL SPECIFICATIONS

The following provides specifications and characteristics of the services and provider. Vendors are asked to reply to each specification addressed with completeness and accuracy. Vendors are not to reply with YES or NO answers.

All services shall conform to all applicable Federal and State laws and regulations and to the specifications contained in the solicitation.

Your company's response to Technical Specifications shall not exceed a total of **twenty-five (25) pages**. Standard sales and other material may be provided, but must be attached as an Appendix rather than included within the body of the Proposal. Proposers are to provide all of your company's response to the Technical Specifications within the body of the Technical Proposal. UMB is not obligated to review/evaluate any material(s) provided and attached as an Appendix.

Proposers are requested to organize and title each section within your firm's Technical Proposal (specifically the mandatory response requirements) in the same order as outlined in this RFP. Proposers must paginate the Technical Proposal and are requested to provide separations between the responses to each of the technical criteria.

1. TECHNICAL APPROACH/CRITERIA

- a) Provide a narrative of how your company will approach and provide the requested services and capabilities in the Scope of Work set forth in Section III.B.
- b) Describe and thoroughly explain how your company shall approach digital advertising media buying and why your company is uniquely qualified to aid UMB.
- c) Highlight use of cutting-edge technology and how your company will leverage data as a competitive and strategic advantage for UMB.
- d) Provide explanations and rationale for proposed methods.
- e) Provide a description of your company's workflow process with clients, include how and how often your company interacts with clients.
- f) Provide the total number of employees and the approximate number of employees by function:
 - Executive/leadership
 - Digital media buying
 - Digital analytics/optimization
 - Offline media buying

- Offline analytics/optimization
- Creative Development
- Other

g) Provide a summary of what your company does for your largest five (5) digital media clients and the length of engagement:

- Provide the goal (revenue growth, brand awareness, etc.)
- Provide the impact of your work on their business and how you measured your impact.
- Describe how the account has evolved since your company began the driving forces for this change.
- Provide visual examples of ads and landing pages (as an appendix – not counted toward page limit)

h) Provide examples of how your media optimization approach has impacted your client’s business positively. Provide examples of reporting, including weekly, and monthly status reports and quarterly business reviews in an appendix (not counted toward the page limit)

i) Describe your company’s particular expertise and how you differentiate yourself from your competitors.

j) Provide examples of Proposer’s experience subcontracting for additional media services such as Texting Platforms and Customer Relationship Management (CRM) software.

k) **Situational Subjects:** Address the situational subjects listed below. Provide examples that showcase your company’s most accomplished and relevant work, primarily as it relates to higher education. Responses must include the client’s name, the timeframe, and a narrative of how your firm drove results and ultimately met or exceeded your client’s expectations in each subject. **Responses must clearly exhibit your company’s specific actions that are directly tied to the achievement of the client’s desired/successful results.**

Subjects:

- Growth: Drive consistent growth, year after year
- Competitive Advantage: Fend off competitive pressure.
- Innovation: Innovate/Develop a creative approach
- Analytics: Employ analytics to maximize performance
- Market Expansion: Help a company/organization expand into new geographies.
- Customer Service: Describe your approach when servicing multiple clients who are competitors and how you guarantee no compromise to either party. If you are not currently doing this today, provide an example of how you would successfully manage both clients.

- l) **Additional and/or Special/Unique Qualifications:** Provide a brief description of special or unique services offered by your company and any other notable facts that may demonstrate your company’s unique qualification and aid in the selection process.

2. **MANDATORY** (as an appendix – not counted towards page limit)

- a) **Case Studies:** Proposers are required to submit two (2) Case Studies that illustrate the value your company adds to your clients and the factors that differentiate your company from other companies:
- Case studies must include the client’s name, key personnel and the timeframe for each case study.
 - Ideally, the case studies would directly tie your firm’s actions to quantifiable results for your client(s).
 - UMB shall review all case study submittals and include submittals as further evidence of a Proposer’s technical capability during the evaluation process.

3. **COMPANY AND PROPOSED KEY PERSONNEL QUALIFICATIONS**

- a) Provide a plan for the management and staffing of the digital media buying services being offered to the University.
- b) **Company Profile** – complete and enclose the “Company Profile Form” (Appendix F) and include an organization chart showing the management structure of both the parent company and regional office, if any, which would service the University.
- c) **Key Personnel** – On the “Key Personnel Form” (Appendix H), provide a description of the qualifications, credentials and the location of upper-level management and regional management support staff – include those assigned and dedicated to manage UMB, include the Account Lead and Executive-in-Charge. Information to be included is the following:
- Key Personnel’s Title and Roles
 - Area of expertise
 - Geographical location
 - Brief description of qualifications and credentials
- d) Describe staffing policies including management and escalation procedures to support UMB’s account. (Identify sub-contractual personnel, if applicable)
- e) **Financial Stability:** Provide information regarding your company’s financial

history that demonstrates the company's financial health. Typically, this information is provided through financial statements (Balance Sheet, Cash Flow Statement, and Income Statement). Include the previous two (2) years (~~2021-2023~~ and ~~2022-2020~~). UMB may request for additional years, or specific financial reporting, if necessary.

- f) **Company References and Contract Experience:** Complete a **Contract Experience/Reference Form (Appendix G)** for three (3) client references. At least one (1) must be a current or recent client with a customer base similar to UMB. The contact person on each Contract Experience/Reference Form will serve as reference for the Proposer's firm. Please ensure that the references are current and reachable.

D. INSURANCE

- a. The contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the procurement officer; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required by the subcontract has been obtained and approved by the contractor and University of Maryland, Baltimore. Approval of insurance required of the contractor and subcontractors for the University will be granted only after submission to the University of original certificates of insurance signed by an authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies.
- b. The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, Workers Compensation and Employers Liability insurance, in the same manner, including the additional insured requirements in paragraph D.1.e., as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the University immediately upon request.
- c. All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to the University."
- d. No acceptance and/or approval of any insurance by University of Maryland, Baltimore shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provision of the Contract Documents.
- e. **NAMED ADDITIONAL INSURED** – The University of Maryland, Baltimore and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverages **except Workers Compensation**, and the certificates of insurance (or the certified policies, if requested) must so indicate through inclusion of appropriate endorsement. **Coverage afforded under this paragraph shall be primary to any other insurance of self-insurance, whether or not such other insurance or self-insurance is stated as primary, excess or**

contingent, as respects the above additional insured, their elected and appointed officials, agents and employees.

- f. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the contract term, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at time of termination.
- g. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- h. The Contractor shall be as fully responsible to the University for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.
- i. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to University. The insurers must have a policyholders' rating "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.
- j. UMB will consider deductibles or self-insured retention as part of its review of the financial stability of the bidder. Any deductibles or self-insured retention shall be disclosed in the Contractor's proposal and shall be assumed by the Contractor.

2. The Contractor shall purchase the following insurance coverages:

- a. **Commercial General Liability Insurance** or its equivalent, for bodily injury, personal injury and property damage, including loss of use. It is preferred that coverage be provided on an "occurrence" basis. If "claims made" forms are submitted, the requirements noted in section F.5 must be met. Such Commercial General Liability policy shall include the following extensions:
 - i. It is preferred that the general aggregate limit applies separately to this project:
 - ii. Premises/Operations:
 - iii. Actions of Independent Contractors:
 - iv. Products/completed Operations to be maintained for two (2) years after completion of the contract.
 - v. Contractual Liability including protecting for the Contractor for claims arising out of liability assumed under this contract.

- vi. Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusions if contained in the personal injury coverage section):
- b. **Business Automobile Liability**, which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired or non-owned motor vehicles, uninsured motorist's insurance and automobile contractual liability.
- NOTE: INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS.**
- c. **Workers Compensation** – statutory benefits are required by Maryland law or other laws as required by labor union agreements, including standard Other States coverage; Employers Liability coverage.
3. The coverage listed in Section III, F.2.a., b., and c. (above) shall be written for not less than the following limits of liability. **Limits can be furnished by a combination of primary and excess (umbrella) policies.**
- a. Commercial General Liability Insurance including all extensions –
 - \$2,000,000 each occurrence;
 - \$2,000,000 personal injury;
 - \$2,000,000 products/completed operations;
 - \$2,000,000 general aggregated
 - b. Business Automobile Liability -
 - \$2,000,000 each accident
 - c. Workers Compensation insurance – statutory requirements. Employer's liability insurance - \$1,000,000 each accidental injury; and \$1,000,000 policy limit for disease.
4. **Tort-Claim Act** – It is agreed that the contractor and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against any participating USM institution, any immunity of the insured from tort liability, (including Maryland Tort Claim Act), including any limitation of liability, unless requested by any participating institution.
5. **NOTE:** If insurance required in terms 2.a.iv. and v. above has been issued on a “claims made” basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described above remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverages for a period of three (3) years after final payment for the contract. Such certificates shall evidence a retroactive date no later than the beginning of the Contractor's or Subcontractor's work under this contract, or
2. Purchase an extended (minimum three (3) years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself, and
3. The "retroactive date" must be effective prior to the inception of the work under this contract, and
4. No "sunset" clauses shall apply.

A CERTIFICATION FROM AN AUTHORIZED BROKER OR AGENT THAT ALL REQUESTED COVERAGES ARE AVAILABLE AND WILL BE PROVIDED TO THE CONTRACTOR UPON AWARD OF THIS CONTRACT MUST BE PROVIDED WITH ANY PROPOSAL.

ADVERTISING AND MEDIA BUYING SERVICES

SECTION IV. EVALUATION AND SELECTION PROCEDURES

A. EVALUATION AND SELECTION COMMITTEE

All vendors' proposals received by the closing deadline will be evaluated. The Procurement Officer will establish an Evaluation and Selection Committee to review and rate the proposals. The Committee will be composed of representatives appointed by the Procurement Officer. The Committee may request additional technical assistance from any source.

B. EVALUATION PROCEDURE

Qualifying Proposals – The Committee will first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will disqualify a vendor's proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. Any alternate solution proposal submitted (if permitted by this document) must be complete and will be subject to a full and independent evaluation. In addition, the vendor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Each section of the proposal will be scored according to the criteria listed below.

C. TECHNICAL EVALUATION

After determining compliance with the mandatory requirements in this RFP, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria.

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the State's best interest.

Based on the selection committee's initial review of proposals, the Issuing Office may invite, without cost to itself, ranking finalists to make a presentation of their proposal and their capabilities as a further consideration in the selection process. The University reserves the right to make an award with or without negotiation. Only those vendors who are to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in the process.

D. MINIMUM TECHNICAL SCORE Vendors must achieve a minimum technical score of **75%** of the total points available for the technical evaluation in order to be considered for further evaluation. Vendors not achieving this minimum technical score will have their financial volumes returned to them.

E. FINANCIAL EVALUATION

The separate cost volume of each qualified proposal will be distributed to the committee following the completion of the technical evaluation. The committee will determine total costs of the proposals in order to establish a financial ranking of the proposals, from lowest to highest total cost. If a numeric scoring system is used, the lowest total cost will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionally lower points.

F. FINAL RANKING AND SELECTION

If a numeric scoring system is used, the resulting scores from the technical and financial evaluation of proposals will be used as a guide in determining the successful offeror(s). The Evaluation and Selection Committee will choose from among the highest rated proposals which will best serve the interests of the University in accordance with the University System of Maryland Procurement Policies and Procedures in its recommendation of award to the Procurement Officer. Technical merit will be given greater value than cost.

G. CRITERIA FOR TECHNICAL EVALUATION

The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed below. Each committee member will score the proposals on each major criterion.

The evaluation criteria, listed in order of importance from most important to least important are:

- a. Vendor's Approach to Scope of Services
- b. Relevant Firm Experience/References
- c. Company Profile
- d. Key Personnel
- e. Case Study

ADVERTISING AND MEDIA BUYING SERVICES

SECTION V. INFORMATION REQUIRED IN VENDOR PROPOSALS

A. TRANSMITTAL LETTER

A transmittal letter prepared on the Proposers' business stationary must accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the proposal.

The Transmittal should include the following:

- Name and address of the Bidder;
- Name, title, email address and telephone number of primary contact for the Bidder;
- Solicitation Title and Solicitation Number that the Bid is in response to;
- Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
- Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual's Social Security Number;
- Bidder's MBE certification number (if applicable);
- Any information which is claimed to be confidential is to be noted by reference and included in the Transmittal Letter. Each page that is confidential or proprietary must also be marked.

B. TWO VOLUME SUBMISSION

The selection procedure for this procurement requires that the technical evaluation of the proposals is to be conducted before the cost data are distributed to the Evaluation and Selection Committee. Consequently, each proposal must be submitted as two separate enclosures as indicated below. Failure to do so may constitute disqualification of a vendor's proposal.

C. VOLUME I – TECHNICAL

This volume should be prepared in a clear and precise manner. It should address all appropriate points of this RFP except financial information. This volume consists of and must contain the following sections:

1. Compliance with RFP Specifications as outlined in section III.C
2. Certification to provide insurance as required.
3. Bid/Proposal Affidavit
4. Service Contract and Contract Affidavit
5. Certification Regarding Investment Activities in Iran
6. An Acknowledgement of all amendments, addenda, and changes, if applicable

The **Compliance with RFP Specifications** is to be prepared in the same sequence as the Specifications section of this RFP. The proposal must be expressly clear as to whether or not the vendor can satisfy each point of the RFP specifications. This section is not to be prepared with YES or NO replies only. The vendor must describe how he will provide the (services/products) specified to satisfy the stated requirements or conditions. NOTE: Financial Condition or Annual Report must be included in this section.

Any other information that may be relevant but does not fall in the above format should be provided as an appendix to this volume. Minor irregularities in the proposals, which are immaterial or inconsequential in nature, may be waived whenever it is determined to be in the best interest of the University.

If company literature or other publications are included and intended to respond to an RFP requirement, the response in this volume should include reference to the document name and page.

Technical volumes containing no such citations will be considered complete and without need to refer to other documents, i.e., the Evaluation and Selection Committee will not be required to refer to any additional documents for the vendor responses to RFP requirements during the evaluation process.

D. VOLUME II – FINANCIAL

This volume **must** be submitted in a sealed envelope separate and apart from the technical volume. It must contain the following:

Proposers are to provide a pricing model/structure for complete digital advertising media buying services on the **Price Proposal Form** contained in **Appendix J**.; include any assumptions. A range of tiers in the pricing may be proposed. In addition, to allow for a fair comparison across all Proposers, please provide management fees as a percentage of media spend assuming a \$2,000,000 annual media expenditure.

UMB will reimburse the successful contractor(s) once each month closes for the actual cost of media on a monthly basis, or as determined by UMB at a later date. Reimbursed costs shall be exclusive of any taxes for which UMB is exempt, such as State of Maryland Sales Tax and Federal Excise Taxes. As applicable, the successful contractor will provide a detailed quotation for any such work done under this contract for review and approval by the University. Upon approval of each statement of work, a purchase order will be created.

The pricing shall remain fixed throughout the life of the contract, including option years.

E. SUBMISSION

Vendors must submit the required number of copies of their proposal by the closing time and date specified in Section I.E of the RFP.

ADVERTISING AND MEDIA BUYING SERVICES

SECTION VI. APPENDICES AND ATTACHMENTS

APPENDIX A -	Schedule B – Terms and Conditions of Solicitation and Purchase Order Terms
APPENDIX B	Bid/Proposal Affidavit
APPENDIX C	Service Contract
APPENDIX D	Contract Affidavit
APPENDIX E -	Certification Regarding Investment Activities in Iran
APPENDIX F -	Company Profile
APPENDIX G-	Contract Experience/Reference Form
APPENDIX H -	Key Personnel Form
APPENDIX I -	Acknowledgement of Receipt of Addenda
APPENDIX J -	Price Proposal Sheet

APPENDIX A

SCHEDULE B
University of Maryland, Baltimore
SOLICITATION TERMS & CONDITIONS
November 2006

Definitions:

- (a) "Vendor" or "Contractor" means a person, partnership, corporation or other entity submitting an offer in response to a University solicitation.
- (b) "Offer" means a quote submitted by a vendor.
- (c) "UMB" means the University of Maryland, Baltimore or any other component of the University System of Maryland (USM) on behalf of which this procurement is made by UMB.
- (d) "Contract" an agreement entered into by UMB for the acquisition of supplies, services, construction, architecture services and engineering services.

Terms:

1. **Reservation of Rights.** This solicitation creates no obligation on the part of UMB. This solicitation may be cancelled at any time prior to opening of offers. UMB reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services described in the solicitation. Offers may be modified or withdrawn by written notice received prior to the time and date set for opening. UMB reserves the right to accept or reject any and all offers in whole or in part. The University reserves the right to make awards by item, groups of items, multiple awards, or on an all or none basis as best serves the interests of the University.
2. **Pricing.** The unit price shall be considered as the offer price, which will be evaluated by UMB. Separate unit prices shall be submitted for each item; extensions shall be indicated where applicable and total offer price shown when requested. Unless otherwise provided in the solicitation, offer prices are irrevocable for a period of 90 days following the date set for offer opening.
3. **Specifications; Equivalents.** All materials, equipment, supplies or services shall conform to applicable Federal and State laws and regulations and to the specifications contained in the solicitation. Any manufacturer's names, trades names, brand names, information and/or catalog numbers listed in a specification are for information and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item(s). If offers are based on equivalent products, the vendor shall indicate on the offer form the manufacturer's name and product number and shall submit with the offer cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous offer shall not satisfy this provision. The vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. UMB reserves the right to determine acceptance of any items proposed as equivalent. Offers which do not comply with these requirements are subject to rejection. Offers lacking any written indication of intent to offer an alternate brand shall be received and considered in complete compliance with the specifications as listed on the solicitation form.
4. **Samples.** UMB reserves the right to request and be furnished samples, at no expense to UMB, prior to or after the award, for the purpose of quality and specification evaluation. Samples shall be returned, upon request, at the vendor's expense. UMB does not guarantee that Samples returned will be in the same condition as when submitted.
5. **Vendor's Terms and Conditions.** The Purchase Order issued by UMB shall constitute the contract between the parties. **A VENDOR'S PROPOSED TERMS ARE NOT PART OF THE CONTRACT UNLESS SPECIFICALLY ACCEPTED IN WRITING BY THE PROCUREMENT OFFICER. NO OTHER UNIVERSITY EMPLOYEE CAN ACCEPT OR EXECUTE A CONTRACT FORM OR ACCEPT A VENDOR'S TERMS.** Any terms and conditions, including any form contracts, which the vendor proposes to use, shall be submitted (a) by the solicitation closing date in the case of a single step procurement or (b) by the closing date for technical offers, in the case of a multi-step procurement. If a vendor does not submit any proposed terms on a timely basis, its offer will be deemed an offer to contract on UMB's terms. If a vendor timely proposes any non-UMB terms or conditions, the vendor must indicate clearly in writing whether or not its offer is contingent upon the acceptance of any or all of the vendor's terms and conditions. UMB may reject any offer made contingent upon University acceptance of a vendor's terms and conditions.
6. **Minority Business Enterprise Notice.**
 - (a) Minority business enterprises are encouraged to respond to this solicitation
 - (b) Refer to the specifications of the solicitation for identification of Minority Business Enterprise "MBE" participation goal.
7. **Public Information Act Notice.** Offerors shall give specific attention to the identification of those portions of their responses that they deem to be confidential, proprietary information or trade secrets and shall

- provide justification why such materials, upon request, should not be disclosed by UMB under the Public Information Act, Part III, Title 4, General Provisions Article, Annotated Code of Maryland.
8. Arrearages. By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.
 9. Bid/Proposal Affidavit. The attached bid/proposal affidavit shall be completed and submitted by the vendor with the bid or proposal. The terms and conditions of the affidavit will be incorporated into and made a part of any contract resulting from this solicitation.
 10. Bid Security. Solicitations for construction contracts reasonably expected by the procurement officer to exceed \$100,000 shall require a bid security in an amount equal to at least 5% of the amount of the bid or price proposal. For all other non-construction contracts, refer to the specifications of this solicitation addressing bid security. Absence of any such reference shall mean that no bid security is required. Notwithstanding the above, notice of a bid security is required if a federal law or condition of federal assistance for the contract requires it.
 11. Ethics. The Vendor is responsible to assure compliance with the Maryland Public Ethics Law, Title 5, General Provisions Article, Annotated Code of Maryland. The Public Ethics Law prohibits, under certain circumstances, (i) present and former officials and employees of State agencies, or (ii) businesses in which those persons or their close relations hold employment or economic interests, from submitting bids or proposals, negotiating for themselves or others, or entering into contracts with the State. In the event a violation of the Maryland Public Ethics Law occurs in connection with a Vendor's response to this solicitation or a resulting contract award to a Vendor, the University reserves the right to reject the proposal or declare an event of default of the contract awarded to the Vendor. Any Vendor with concerns about compliance with the Maryland Public Ethics Law is encouraged to contact the State Ethics Commission for more information.
 12. Rights in Inventions. For the consideration payable under this Contract, Vendor agrees to report any invention arising out of the Work required by this Contract to UMB. UMB shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Vendor as part of the performance of Work. Vendor hereby assigns all right, title and interest in and to inventions made in the course of the Work to UMB and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.
 13. Copyrights. For the consideration payable under this Contract, the work product required by this Contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UMB shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all right, title and interest in and to the work to the UMB.
 14. Acknowledgement of Addenda. If it becomes necessary to revise any part of the bid, addenda will be posted to the eBid Board website at www.procurement.umaryland.edu <<http://www.procurement.umaryland.edu>>. It is the responsibility of the bidder to check the website frequently until the opening date for addendums, amendments, and changes. A written acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all vendors submitting a bid.
 15. Conflict of Interest. An individual or a person that employs an individual who assists the University in the made in response to an invitation for bids or request for proposals may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.
 16. Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). Contractor acknowledges that the University of Maryland Baltimore is a HIPAA hybrid covered entity. Contractor agrees that Contractor's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by UMB. Such Business Associate Agreement is either attached hereto as Schedule H or Contractor shall promptly execute such Business Associate Agreement upon the University's request. Contractor shall also cause any subcontractor, agent, or party under Contractor's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by UMB.

PURCHASE ORDER TERMS & CONDITIONS

1. **Parties.** The parties to this Contract are the Contractor identified on the Purchase Order ("P.O.)/Contract and UMB. In contractual matters, UMB shall be represented by a Procurement Officer designated in writing by UMB. The original Procurement Officer for this Contract is named on the P.O., which designation may be changed from time to time by UMB. If UMB is acting as procurement agent for another institution in the University System of Maryland, such institution is the party in interest under the Contract, and will be identified on the P.O. For such contracts, all rights and liabilities of UMB pursuant to the Purchase Order and applicable law shall be the rights and liabilities of that institution, which the UMB may exercise as agent, and UMB shall have no liability to the Contractor pursuant to the Contract. If more than one person or entity is identified on the P.O. as Contractor, each of them shall have joint and several liability for the performance of this Contract.
2. **Conflicting Terms.** Any proposal for terms in addition to or different from those set forth in this P.O. or any attempt by the Contractor to vary any of the terms of this P.O. by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this P.O. is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this P.O. may not be waived.
3. **Clauses Incorporation by Reference.** This Contract consists of the terms and conditions of this P.O. and any amendments of the P.O. All terms and conditions of the solicitation, and any amendment thereto, are made a part of this Contract.
4. **Invoices.** A separate invoice for this P.O. or for each shipment shall be rendered following shipment. All invoices must be forwarded directly to the Accounts Payable Department, University of Maryland, Baltimore, Saratoga Street Offices, Level 02 Room 02-123, 220 Arch St., Baltimore, Maryland 21201-1531. **THE CONTRACTOR'S FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST BE INCLUDED ON THE FACE OF ALL INVOICES BILLED TO UMB.** Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
5. **P.O. Number.** The P.O. number must be stated on all related invoices, delivery memoranda, bills of lading, packages, correspondence, and/or MSDS forms (see para. 18).
6. **Specifications.** All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.
7. **Delivery and Acceptance.** Delivery shall be made in accordance with the solicitation specifications. UMB, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. UMB unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. UMB 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 that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. UMB reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.
8. **Delays.** The Contractor agrees to perform the work continuously and diligently, and no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in the Contract.
9. **Tax Exemption.** UMB 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.
10. **Non-Hiring of Employees; Conflict of Interest.** (a) No official or employee of the State, as defined under State Government Article, SS15-102, Annotated Code 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 or 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.

11. Non-Discrimination in Employment and Equal Opportunity. (a) The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability and to post, and to cause subcontractors to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
12. 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 and receives in the aggregate \$200,000 or more during a calendar year, shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.
13. Political Contribution Disclosure. Contractor shall comply with, and require its officers, directors, and partners to comply with, the provisions of Election Law Article, Annotated Code of Maryland, Section 14-101 *et seq.*, which requires that every person doing public business (as there defined), and every individual whose contributions are attributable to the person entering into such an agreement, during a calendar year in which the person receives cumulative consideration of \$200,000 or more from public business, 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) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the lease or contract term on (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
14. Anti-Bribery. The Contractor warrants that neither it nor any of its officers, directors, or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.
15. Corporate 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.
16. Contingent Fees. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
17. EPA. Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.
18. OSHA; MSDS. 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. Pursuant to 29 CFR part 1910, where applicable, an MSDS for the products supplied or used in carrying out this Contract must be sent to:
University of Maryland, Baltimore
Associate Director for EHS
714 West Lombard Street
Baltimore, MD 21201-1010
19. Termination for Convenience. Upon written notice to the Contractor, UMB may terminate this Contract, in whole or in part, whenever UMB shall determine that such termination is in its best interest. UMB shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for anticipatory profits. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies & Procedures.
20. Termination for Default. When the Contractor has not performed or has unsatisfactorily performed the Contract, payment shall be withheld at the discretion of the State. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the Contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies & Procedures.

21. Disputes. This Contract shall be subject to USM Procurement Policies & Procedures. Pending the resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.
22. Multi-Year Contracts. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall terminate automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
23. Intellectual Property. Contractor agrees to defend upon request and indemnify and save harmless UMB, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.
24. Maryland Law. The provisions of this Contract shall be governed by the laws of Maryland.
25. Pre-Existing Policies & Procedures. The USM Procurement Policies & Procedures in effect on the date of execution of this Contract are applicable to this Contract.
26. Indemnification. UMB 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 Contract.
27. Drug and Alcohol Free Workplace. The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the contractor shall remain in compliance throughout the term of this purchasing order.
28. Retention of Records. The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.
29. Ethics. This purchase order is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any UMB employee in connection with this procurement.
30. Rights in Inventions. For the consideration payable under this Contract, Vendor agrees to report any invention arising out of the Work required by this Contract to UMB. UMB shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Vendor as part of the performance of Work. Vendor hereby assigns all right, title and interest in and to inventions made in the course of the Work to the UMB and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.
31. Copyrights. For the consideration payable under this Contract, the work product required by this Contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UMB shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all right, title and interest in and to the work to the UMB.
32. Ownership of Documents. All documents which are prepared by the Vendor and form a part of its services shall be the property of UMB and shall be delivered to UMB upon termination of this Contract if UMB so requests. The Vendor shall be responsible for the protection and/or replacement of any original documents in its possession. UMB shall receive all original drawings and the Vendor shall retain a reproducible copy.
33. Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). Contractor acknowledges that the University of Maryland Baltimore is a HIPAA hybrid covered entity. Contractor agrees that Contractor's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by UMB. Such Business Associate Agreement is either attached hereto as Schedule H or Contractor shall promptly execute such Business Associate Agreement upon the University's request. Contractor shall also cause any subcontractor, agent, or party under Contractor's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by UMB.

APPENDIX B

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. 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.

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;

(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:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted.
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

K. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same 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' 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 whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

(a) The award of 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.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

(If not applicable, so state).

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, 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.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid 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: _____ (Authorized Representative and Affiant)

APPENDIX C
Sample

SERVICE CONTRACT

Contract No. 88819

University of Maryland, Baltimore

This Contract is entered into between (hereinafter referred to as Contractor) and the University of Maryland, Baltimore (hereinafter referred to as the University or UMB).

1. SCOPE:

2. TERM:

3. COMPENSATION AND METHOD OF PAYMENT: As compensation for satisfactory performance of the work described herein, the University will pay the Contractor an amount not to exceed \$ _____ **unless agreed upon by both parties in writing.**

The Contractor's Taxpayer Identification Number consisting of the Social Security Number for individuals and sole proprietors or the Federal Employer Identification Number for all other types of organization is: _____.

The Contractor shall be paid only for items or services that are specifically named in this contract. No additional costs for items or services will be paid by the University without its prior express written consent.

4. INVOICING: Invoices shall be rendered _____ to the satisfaction of the University's designated representative and shall be payable as provided. The work shall be delivered free from all claims, liens, and charges whatsoever.

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

6. LIABILITY: All persons furnished by Contractor shall be considered solely its employees or agents and Contractor shall be responsible for payment of all unemployment, social security and other payroll taxes, including contributions from employees when required by law.

Contractor agrees to indemnify and save the University harmless from any claims or demands (including the costs, expenses, and reasonable attorney's fees on account thereof) that may be made: (1) by anyone for injuries to persons or damage to property resulting from Contractor's acts or omissions or those of persons furnished by Contractor or (2) by persons furnished by Contractor or Contractor's subcontractors under Workmen's Compensation or similar acts. Contractor also agrees to defend the University at its

request, against any such claim or demand. The University agrees to notify Contractor promptly of any known written claims or demands against the University for which Contractor is responsible hereunder.

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

Contractor shall maintain, during the term thereof, Workmen's Compensation Insurance, Public Liability Insurance, and if the use of automobiles is required, Automobile Public Liability Insurance. Contractor shall also require its subcontractors, if any, who may enter upon University premises to maintain such insurance. Contractor and its subcontractors shall furnish the University, when requested, with copies of policies or other satisfactory proof of insurance.

7. 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 action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all Federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. 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.

8. UNIVERSITY WORK RULES: Employees and agents of Contractor and any subcontractors shall while on the premises of the University, comply with all University rules and regulations including, where required by Government Regulations, submission of satisfactory clearance from the U.S. Department of Defense or other Federal Authority concerned.

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. Contractor shall provide and maintain sufficient covering to protect stock and equipment from the action of its work, if applicable.

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

10. WARRANTY: Contractor warrants that material and/or services furnished hereunder will be fit for the purposes intended and will be free from defects in material and workmanship where applicable.

11. MODIFICATIONS IN THE WORK: This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.

12. NON-HIRING OF EMPLOYEES: No official or employee of the State of Maryland, as defined under State Government Article, SS 15-102, Annotated Code of Maryland, whose duties as such official or employee include matter relating to or affecting the subject matter of this contract, shall, during the pendency or 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.

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

14. MARYLAND LAW PREVAILS: The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract.

15. NON-DISCRIMINATION IN EMPLOYMENT: the Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

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

17. PRE-EXISTING REGULATIONS: In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, 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.

18. DELAYS AND EXTENSIONS OF TIME: 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.

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 of Maryland 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.

19. COST AND PRICE CERTIFICATION:

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

(1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or (2) a change order or contract modification expected to exceed \$100,000, or smaller amount set by the procurement officer.

B. The price under this contract and any change order or modification hereunder, including profit 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.

20. TERMINATION FOR DEFAULT: If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor, shall at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

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

22. FINANCIAL DISCLOSURE: The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the businesses.

23. POLITICAL CONTRIBUTION DISCLOSURE: Contractor shall comply with, and require its officers, directors, and partners to comply with, the provisions of Election Law Article, Annotated Code of Maryland, Section 14-101*et seq.* which requires that every person doing public business (as there defined), and every individual whose contributions are attributable to the person entering into such an agreement, during a calendar year in which the person receives cumulative consideration of \$200,000 or more from public business, 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) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2)

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

24. CONTINGENT FEE PROHIBITION: The Contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

25. RETENTION OF RECORDS: The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the University hereunder or any applicable statute of limitations, 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.

26. 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 cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring 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.

27. LIQUIDATED DAMAGES: 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 the due account shall be taken of any adjustment of the specified completion time(s) for completion of work as granted by approved change orders.

28. VARIATIONS IN ESTIMATED QUANTITIES: Where the quantity of a pay item in this Contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent (25%) above or below the estimated quantity stated in this Contract, an equitable adjustment in the Contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the procurement officer shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of the delay, or within a further period of time which may be granted by the procurement officer before the final settlement of the Contract, ascertain the facts and make adjustment for extending the completion date as in his judgment the findings justify.

29. TRUTH-IN-NEGOTIATION CERTIFICATION: (Mandatory for architectural services or engineering services contracts over \$100,000.) The Contractor by submitting cost or price information, including wage rates or other factual unit costs, certifies to the best of its knowledge, information and belief, that:

- A. The wage rates and other factual unit cost 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 wages or other units of cost, 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 include 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.

30. ETHICS: The vendor is responsible to assure compliance with the Maryland Public Ethics Law, Title 5, General Provisions Article, Annotated Code of Maryland. In the event a violation of the Ethics Law occurs in connection with the Vendor's response of this solicitation or a resulting contract award to the vendor, the University reserves the right to (1) reject the Vendor's bid or proposal or (2) declare an event of default under the contract.

31. RIGHTS IN INVENTIONS: For the consideration payable under this Contract, Contractor agrees to report any invention arising out of the Work required by this Contract to University of Maryland, Baltimore. University of Maryland, Baltimore shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Vendor as part of the performance of Work. Contractor hereby assigns all right, title and interest in and to inventions made in the course of the Work to University of Maryland, Baltimore and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.

32. COPYRIGHTS: For the consideration payable under this Contract, the work product required by this Contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. University of Maryland, Baltimore shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all right, title and interest in and to the work to the University of Maryland, Baltimore.

33. CONTRACT AFFIDAVIT: The attached Contract Affidavit must be executed by an authorized representative of the Contractor and is incorporated by reference into this Contract.

34. SPECIFICATIONS: All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.

35. TAX EXEMPTION: UMB 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.

36. ANTI-BRIBERY: The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government or has engaged in conduct since July 1, 1997, which would constitute bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

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

38. OSHA; MSDS: 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. Pursuant to 29 CFR part 1910, where applicable, an MSDS for the products supplied or used in carrying out this Contract must be sent to:

University of Maryland, Baltimore
Assoc. Director for EHS
714 West Lombard Street
Baltimore, MD 21201-1010

39. INTELLECTUAL PROPERTY: Contractor agrees to defend upon request and indemnify and save harmless UMB, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

40. DRUG AND ALCOHOL FREE WORKPLACE: The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of this Contract.

41. MANDATED CONTRACTOR REPORTING OF SUSPECTED CHILD ABUSE & NEGLECT: The University of Maryland, Baltimore (UMB) and the University System of Maryland (USM) are committed to protecting the safety and welfare of children who come into contact with the UMB community. Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. *See* Maryland Code Annotated, Family Law Article, Sections 5-701 through 5-708. A copy of the above-referenced USM/UMB Policy and Procedures are available at: http://www.umaryland.edu/offices/accountability/child_abuse/
The Policy and Procedures are incorporated herein.

Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – *Policy on the Reporting of Suspected Child Abuse and Neglect*, as well as the *UMB Procedures for Reporting Suspected Child Abuse and Neglect*. Specifically, contractors performing work on campus must report suspected child abuse or neglect orally or in writing to: (a) the local department of social services or law enforcement agency; and (b) the University President’s Designee (i.e. the UMB Chief Accountability Officer), if the suspected child abuse or neglect: (i) took place in UMB facilities or on UMB property; (ii) was committed by a current or former employee or volunteer of the USM; (iii) occurred in connection with a UMB sponsored, recognized or approved program, visit, activity, or camp, regardless of location; or (iv) took place while the victim was a registered student at UMB.

UMB reserves the right to terminate this contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of UMB, termination is necessary to protect the safety and welfare of children who come into contact with the UMB community.

42. ENTIRE CONTRACT: This Contract represents, in its entirety, the mutual understanding of the parties. This Contract supersedes any and all prior understandings and agreements, either written or oral, between the Agency and Contractor. No subsequent agreements or modifications hereof, whether expressed or implied, shall bind the parties unless the same be in writing and signed by the parties.

Contract No.

AGREED TO:

University of Maryland, Baltimore

Signature

Title

Date

AGREED TO:

(Company)

Signature

Title

Date

APPENDIX D

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 items):

- (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: _____.

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 \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Annotated Code of Maryland, Section 101 *et seq.*, 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 \$200,000 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.

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' 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), of this regulation;
 - (h) Notify its employees in the statement required by §E(2)(b), of this regulation, 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), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, 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), of this regulation.

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

(4) I acknowledge and agree that:

(a) The award of 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)

APPENDIX E

CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN

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

1. The undersigned certifies that, in accordance with State Finance & procurement Article §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement 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 to make the above certification regarding its investment activities in Iran due to the following activities:

Company Name

Signature

Title

Print

Date

Note: List is available at:

<http://bpw.maryland.gov>
Click on “Debarments”

APPENDIX F

(Page 1 of 2)

COMPANY PROFILE

COMPANY NAME: _____

ADDRESS OF COMPANY: _____

DATE OF INCORPORATION: _____ STATE OF INCORPORATION: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CONTACT NAME: _____

EMAIL ADDRESS: _____

NUMBER OF GEOGRAPHIC LOCATIONS: _____

NUMBER OF YEARS IN BUSINESS: _____

NUMBER OF YEARS IN BUSINESS UNDER PRESENT NAME: _____

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

TYPE OF ORGANIZATION (I.E., CORPORATION, PARTNERSHIP, INDIVIDUAL, JOINT VENTURE):

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

APPENDIX G

COMPANY CONTRACT EXPERIENCE/REFERENCE FORM

OFFEROR: _____

The Proposer is to complete this “Contract Experience/Reference Form for **three (3)** contracts of similar scope and complexity performed over the last five (5) years. Contracts may be from both private and public sector clients.

Company/Institution Name: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Email Address: _____

Contact Phone Number: _____ Contact Fax Number: _____

Contract Location (s): _____

Contract Type: _____

Contract Value: _____

Contract Sales Volume: _____

Description of Services Performed:

KEY PERSONNEL

(Must be completed for all key personnel)

OFFEROR: _____

1. KEY PERSONNEL TO BE ASSIGNED:

PERSON'S NAME: _____

SUPERVISOR: _____

BACK UP MANAGER: _____

1.1 SKILLS & ACCOMPLISHMENTS: (as related to this project)

1.2 EMPLOYMENT HISTORY *: (*NOTE: If a person has more than three (3) employers in his/her employment history, please provide complete employment history via supplemental page(s) attached to this form.)

EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD: _____ DURATION BY DATE: _____

EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD: _____ DURATION BY DATE: _____

KEY PERSONNEL - con't

EMPLOYER'S NAME: _____
DATES OF EMPLOYMENT: _____
POSITION HELD: _____ DURATION BY DATE: _____

EMPLOYER'S NAME: _____
DATES OF EMPLOYMENT: _____
POSITION HELD: _____ DURATION BY DATE: _____

1.3 SIMILAR RELEVANT PROJECT EXPERIENCE/REFERENCES:

On the following pages provide a **full** description of Key Person's project experience, including their role and the services they performed on a similar project. (Note: As indicated in the solicitation document, references are to be **project references not employment references.**)

NAME: _____
COMPANY NAME: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____

DESCRIPTION OF HOW THE CONTRACT WAS CONDUCTED:

START AND END
DATES: _____

WHY IS THE CONTRACT RELEVANT TO THE UNIVERSITY'S NEED?

APPENDIX H

Page 3 of 4

KEY PERSONNEL - con't

NAME: _____
COMPANY NAME: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____

DESCRIPTION OF HOW THE CONTRACT WAS CONDUCTED:

START AND END
DATES: _____

WHY IS THE CONTRACT RELEVANT TO THE UNIVERSITY'S NEED?

NAME: _____
COMPANY NAME: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____

DESCRIPTION OF HOW THE CONTRACT WAS CONDUCTED:

START AND END
DATES: _____

WHY IS THE CONTRACT RELEVANT TO THE UNIVERSITY'S NEED?

APPENDIX H

Page 4 of 4

KEY PERSONNEL - con't

NOTE: For each key Person, the vendor may attach other relevant similar projects experience to this form

ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED):



APPENDIX I

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

TECHNICAL PROPOSAL DUE DATE: _____

NAME OF PROPOSER: _____

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

As stated in the solicitation documents, this form is included in our Technical Proposal.

Signature

Printed Name

Title

Date

APPENDIX J

ADVERTISING AND MEDIA BUYING SERVICES

PRICE PROPOSAL

RETURN THIS PAGE IN A SEPARATE ENVELOPE MARKED "PRICING"

PROPOSER: _____

Federal Identification Number/Social Security Number _____

1. Attach - Pricing model/structure, reference section V.D, Volume II Financial:

2. The Total Management Fee for the required services as described in this RFP is:

_____ % of an assumed \$2,000,000 annual media buying expenditure.

Vendor Name and Address:

Signature: _____

Title: _____

Date: _____

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