

UNIVERSITY OF MARYLAND BALTIMORE COUNTY

REQUEST FOR PROPOSAL # BC-21048-R

FOR

ENROLLMENT MARKETING CONSULTANT

ISSUE DATE: JANUARY 10, 2017

SIGNIFICANT MILESTONES	TIME:	DATE
Issue Date	4:00 PM EST	Tuesday, January 10, 2017
Deadline for Questions	4:00 PM EST	Monday, January 16, 2017
Technical & Price Proposal Due Date	4:00 PM EST	Wednesday, January 25, 2017
Interviews with Proposing Firms	TBD	Tuesday, February 7, 2017

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

UNIVERSITY OF MARYLAND BALTIMORE COUNTY

1000 Hilltop Circle
Baltimore, Maryland, 21250
www.umbc.edu

**ENROLLMENT MARKETING CONSULTANT
RFP # BC-21048-R**

TABLE OF CONTENTS

Section 1 – GENERAL INFORMATION

Section 2 – SCOPE OF WORK

Section 3 – PROPOSAL FORMAT AND CONTENTS

Section 4 – EVALUATION AND SELECTION PROCEDURES

Appendix A The following forms are to be submitted by each proposer as indicated in the RFP documents herein:

- Bid/Proposal Affidavit
- Key Personnel Form
- Firm Experience Form
- Company Profile Form
- Acknowledgement of Receipt of Addenda Form (if applicable)
- Price Proposal Form (to be issued via Addendum)

Appendix B The following forms are to be submitted/signed only by the successful firm:

- Contract Affidavit Form
- UMBC Contract

ENROLLMENT MARKETING CONSULTANT

RFP # BC-21048-R

SECTION 1 - GENERAL INFORMATION

OBJECTIVE

The University of Maryland Baltimore County (UMBC) is soliciting proposals for an **Enrollment Marketing Consultant**.

1.1. BACKGROUND

Enrollment Growth. UMBC is a selective mid-sized public research university offering academic programs in arts, humanities, social sciences, natural sciences, technology, and engineering. Current enrollment is 13,640, with 11,142 undergraduates and 2,498 master's and doctoral students.

The firm will assist in two areas:

- a) Short-term yield strategies in spring 2017 to meet fall 2017 undergraduate enrollment goals;
- b) Strategic guidance for the longer-term, both to build applications and enrollment, and to optimize the organizational structure of marketing roles to support undergraduate and graduate admissions.

Institutional Marketing/Communications Plan. UMBC has launched a number of successful campaigns over the years, including for undergraduate and applied master's programs; UMBC as an arts and humanities destination; and most recently, our 50th anniversary. Having recently emerged from a campus-wide strategic planning process and with the 50th anniversary branding campaign embraced by the campus, we are now at an opportune moment to think about our marketing position and brand as a university in an integrated way.

We will be leading a campus-wide process to develop the plan and will turn to the firm to assist in various areas along the way, such as competitive analysis, creative testing, and best practices.

1.2. Issuing Office/Point of Contact. The sole point of contact at UMBC for purposes of this Solicitation is the Procurement Officer noted below. Any questions with regard to any aspect of this proposal must be directed to **Mallela Ralliford** in writing.

Mallela Ralliford
University of Maryland Baltimore County
Department of Procurement
Administration Building, Room 732,
1000 Hilltop Circle
Baltimore, MD 21250
Voice: (410) 455-2071
Email: MRalliford@umbc.edu

1.3. Pre-Proposal Conference. There will be no Pre-Proposal Conference.

1.4. Inquiries. Questions and inquiries should be directed to the individual referenced as the Point of Contact (above). All such questions and inquiries must be received by **4:00 p.m. on Monday, January 16, 2017**. Inquiries will receive a written reply. Copies of replies will also be sent to all other proposers, but without identification of the inquirer.

1.5. Addenda Acknowledgment. Any additional information not addressed in this RFP in response to an inquiry received by the Procurement Officer will be answered in writing as an addendum to the RFP. Reasonable efforts will be made to avoid the identification of Proposers in any addenda. For purposes of this RFP, there shall be no other communication between UMBC and Proposers other than as described in this paragraph.

RECEIPT OF THE ADDENDA, AMENDMENT AND/OR CHANGE ISSUED MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE PROPOSERS AND EACH INCLUDED IN THE TECHNICAL PROPOSAL. **An “Acknowledgement of the Receipt” Form (found in Appendix A) for all amendments, addenda, and changes issued shall be required from all vendors submitting a proposal.**

1.6. Proposal Closing Date. In order to be considered, One (1) original, One (1) electronic version of the Technical Proposal and One (1) electronic version of the Price Proposal are to be submitted **separately** to UMBC Box by **Wednesday, January 25, 2017 by or before 4:00 p.m. EST** in order to be considered.

- Technical Proposals to be submitted to UMBC Box at:
Technic.k8olre9xa2148og0@u.box.com
- Price Proposals to be submitted to UMBC Box at:
PricePr.zxl47ao6o7f120tv@u.box.com

NOTE: Late proposals will not be considered.

- 1.7. Receipt of Proposals.** Proposals may not be opened publicly; nor, can the identity of persons (individuals or entities) submitting proposals (“Proposers”) be disclosed prior to actual contract award. However, a register of proposals, identifying each Proposer, shall be prepared and open to public inspection after the contract award. Proposals shall not be open to public inspection until after the contract award, and then shall be made public only if requested under the provisions of the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland.
- 1.8. Duration of Proposals.** Proposals submitted in response to this solicitation are irrevocable for 180 days following the closing date. This period may be extended by mutual agreement between the Proposer and UMBC.
- 1.9. Rejection or Acceptance of Proposals.** UMBC reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this solicitation; or to negotiate with any Proposer, in any manner necessary, to serve the best interest of UMBC and the State of Maryland.
- 1.10. Cancellation of the Solicitation.** UMBC may cancel this solicitation, in whole or in part, at any time prior to contract award.
- 1.11. Incurred Expenses.** Neither UMBC nor the State of Maryland is responsible for any expenses that Proposers may incur in preparing and submitting proposals or in making oral presentations of their proposals, if required.
- 1.12. Minority Business Enterprises.** State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation. Minority participation is very important to UMBC and to the State of Maryland. For more information on the State’s MBE program, please see the MDOT website, at <http://www.mdot.state.md.us/mbe/index.html>.
- 1.13. Assistance in Drafting Specifications.** Under Article 40A, § 3-110, Annotated Code of Maryland, a firm who employs an individual who assists a state agency in drafting specifications for an invitation for bid and/or a request for proposal for a procurement may not submit a bid or proposal for the procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. If a firm has any questions regarding the applicability of this provision of the State Ethics Law, contact the State Ethics Commission, Toll Free phone number 877-669-6085 or see the website www.ethics.gov.state.md.us. The selected Proposer (“Contractor”) shall be solely responsible for all services as required by this solicitation. The use of a subcontractor(s) does not relieve the Contractor of liability. UMBC will consider proposals that reflect primary and secondary service providers, or prime/subcontractor relationship. However, there should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner.

- 1.14. Contract Agreement.** The contract to be entered into as a result of this solicitation (the “Contract”) shall be by and between the Proposer as contractor and UMBC in the form provided in **Appendix B** of this solicitation. By submitting an offer, the Proposer warrants that they have reviewed the contract in **Appendix B** and will execute this contract upon request by UMBC. Proposers must understand and acknowledge that UMBC, as an agency of the State of Maryland, cannot indemnify the Contractor, submit to binding arbitration, or agree to pay the Contractor’s attorney’s fee.
- 1.15. Term of Contract.** Any contract arising from this solicitation action shall commence on the date the contract is executed on behalf of UMBC or such later date, as UMBC and the Contractor shall agree. **The initial term shall be for a period of Five (5) months beginning on or about, February 9, 2017 and ending on July 8, 2017,** with options to renew, at the University’s sole discretion, for additional weeks not to exceed seven (7) months with no additional compensation, unless the extension is due, as determined by UMBC, to (i) an unforeseen condition or (ii) an action or inaction on the part of UMBC. The University also reserves the right to purchase additional consulting services at the same basis of pricing, terms and conditions for up to 12 months from the date of contract award.
- 1.16. Acceptance of Terms and Conditions.** By submitting a proposal in response to this solicitation, a Proposer shall be deemed to have accepted all the terms, conditions, and requirements set forth in this solicitation.
- 1.17. Payment.** The State of Maryland usually provides payments on a net 30-day basis for UMBC approved invoices. As a State agency, UMBC is normally prohibited from paying for products or services in advance. Payment provisions shall be in arrears, with late payment and interest calculated as provided by Maryland law. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by UMBC, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.
- 1.18. Access to Contractor Records for Quality Assurance and Auditing Purposes.** The Contractor and its principal subcontractors must provide access to pertinent records by UMBC and University personnel or its representatives (including internal auditors, external auditor’s representatives, or agents) to provide quality assurance and auditing.
- 1.19. Procurement Regulations.** This solicitation shall be conducted in accordance with University System of Maryland Procurement Policies and Procedures; the procurement method is Request for Proposals Procurement. The text of the Policies and Procedures is available at www.USMD.edu/Leadership/BoardofRegents/Bylaws/SectionVIII/.
- 1.20. Joint Venture Proposers.** If the Proposer is a joint venture firm, the Proposer must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the initial technical proposal

submission, the proposer must identify the percentage partnership for each joint venture party, the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFP document.

NOTE: All joint venture parties will be held responsible for the contract obligations jointly and severally.

1.21. Payments by Electronic Funds Transfer. By submitting a response to this solicitation, the Proposer agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds ("EFT") Registration Request Form. Any request for exemption shall be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at:
<http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.

END OF SECTION 1

SECTION 2 SCOPE OF SERVICES

2. UMBC seeks consultative assistance and additional capacity from a firm specializing in higher education enrollment strategic marketing that can provide as needed:

- Marketing communications audit and planning;
- Strategic marketing communications guidance;
- Organizational structure assessment;
- Social media marketing for enrollment, creative testing;
- Market analysis;
- Content creation;
- Competitive analysis;
- Meetings Requirements: Weekly update meetings (by phone is acceptable); Minimum of three in-person meetings on the UMBC campus

2.1. These assets will play roles in two related projects this spring:

- i. Guidance and content support for enrollment growth efforts.
- ii. Support as UMBC develops an institutional marketing/communications plan.

2.2. The firm will assist in two areas:

- i. Short-term yield strategies in spring 2017 to meet fall 2017 undergraduate enrollment goals;
- ii. Strategic guidance for the longer-term, both to build applications and enrollment, and to optimize the organizational structure of marketing roles to support undergraduate and graduate admissions.

2.3. Institutional Marketing/Communications Plan

UMBC has launched a number of successful campaigns over the years, including for undergraduate and applied master's programs; UMBC as an arts and humanities destination; and most recently, our 50th anniversary. Having recently emerged from a campus-wide strategic planning process and with the 50th anniversary branding campaign embraced by the campus, we are now at an opportune moment to think about our marketing position and brand as a university in an integrated way.

We will be leading a campus-wide process to develop the plan and will turn to the firm to assist in various areas along the way, such as competitive analysis, creative testing, and best practices.

2.4. DELIVERABLES

2.4.1. Marketing Content Support to meet Fall 2017 Enrollment Goals (yield strategies and execution support) Based on the firm's recommendations, execution of messaging and other implementation may be requested. UMBC's Creative Services group will provide graphic design and execution of print and digital campaign materials. As part of the process, the firm will review current Undergraduate Admissions efforts, particularly social media, focusing on yield during spring for fall 2017 enrollment, and recommend strategies and opportunities based on best practices.

2.4.2. Strategic Audit and Recommendations The firm will evaluate UMBC's recruitment communications plan, channels by audience, creative messaging, and use of social media (with user experience in mind), and provide recommendations for short- and long-term improvements for the next cycle (fall 2018).

2.4.3. Institutional Branding Support As UMBC leads the development of the institutional marketing/communications plan, we will turn to the firm for assistance and capacity in institutional positioning research, branding platform, and messaging.

2.4.4. Marketing Organization and Roles The firm will evaluate and make recommendations to optimize roles and responsibilities in UMBC's marketing functions, and identify required resources.

2.4.5. (Optional) Quantitative Research Develop and field quantitative survey of prospective undergraduates and parents of prospective undergraduates in the Baltimore and DC metro areas to understand their college selection drivers and process, preferred channels of information in that process, and perception of UMBC and its competitors.

2.5. UMBC COLLABORATION

The firm's point of contact will be the Assistant Vice President for Marketing & Creative Services. UMBC will provide creative design (in-house). The in-house working group will be composed of members of the Communications staff, marketing directors from selected graduate programs, undergraduate marketing asst. director, digital strategy & communications director, and a graduate school recruitment staff member. There will also be an advisory group composed of University leadership.

END OF SECTION 2

SECTION 3
PROPOSAL REQUIREMENTS AND FORMS
Article 1
Proposal Submittals and Requirements

3. PROPOSAL SUBMITTALS

3.1. Responses to the RFP #BC-21048-R are to consist of the following:

3.1.1. Technical Proposal are to be submitted to UMBC Box at:

Technic.k8olre9xa2148og0@u.box.com

3.1.2. Price Proposal are to be submitted to UMBC Box at:

PricePr.zxl47ao6o7f120tv@u.box.com

3.1.3. Evaluation of the Technical Proposals is to be conducted before the Price Proposals are reviewed. Consequently, each proposal must be submitted separately.

3.1.4. Interview Session: The proposed Key Personnel identified in the technical proposal must be available either in person or via Skype to attend the Interview

The date of this session is set as TUESDAY, FEBRUARY 7, 2017; the time on this date for the session will be set at the convenience of UMBC. Proposers are advised to set this date aside in its entirety on the calendar of the appropriate representative of its firm who can present its proposal to the University and respond to any questions, as well as, any other Key Personnel's calendar(s) so as to avoid any conflicts.

3.2. PROPOSAL REQUIREMENTS

3.2.1. Statement of Approach

A. Point of Contact: Firm Names, Addresses, and Roles.

- i. Provide information for a representative of the Prime Consultant that the University can contact in regards to the Technical Proposal.
- ii. Include Name of Representative, Title, Name of Firm, Telephone Number, and E-mail Address.

B. Proposed Team: Firm Names, Addresses, and Roles.

- i. List the Primary Consultant first.
- ii. Include Firm Name, Mailing Address, Telephone Number and E-mail address for Key Personnel.
- iii. If a firm has branch offices, indicate each individual branch office that will have a key role on the team.

- C. **Contract Approach:** Briefly describe the contract approach and relationships of contract team members specific to the scope requirements described in this RFP.
- i. Describe in detail the proposal your firm is submitting – what it is, how it will work, and the anticipated results. Describe the steps to implement it inclusive of any University action specifically required.
 - ii. Provide an estimated time frame to implement the proposal.
 - iii. Describe the strengths and challenges of the proposal.

3.2.2. Key Personnel: Complete a Key Personnel Form on each inclusive of the following:

- A. Provide résumés of each proposed Primary Consultant and the team member. The Primary Consultant is defined as the University’s single primary point of contact on a day-to-day basis and the on-site person who will manage the contract for the consultant and will serve as the firm’s liaison. The Primary Consultant must be a direct employee of the proposing firm, and is required to assemble and coordinate the activities of a team.
- B. Key Personnel are required to demonstrate relevant contract experience, with specialty in higher education enrollment strategic marketing, over a minimum of five (5) years.
- C. Include the following information:
- i. Educational background inclusive of academic degree(s) received and name of institution(s);
 - ii. Current Professional certifications, and other professional qualifications;
 - iii. Work experience with the proposing firm, inclusive of duration (by dates) of employment and position(s) held;
 - iv. Work experience with prior employers, durations (by dates) of employment and position(s) held;
 - v. Relevant Contracts/Contracts: Provide three (3) five contracts completed in the previous 5-years in which the individual had a significant role that demonstrates capability relevant to the proposed role in this contract.
 - Provide a brief description of each contract, the type of work performed, the dollar volume of contract, and approximates dates and duration of work.
 - Describe specific contract experience which is similar to the work to be done under this contract and the role played in each specific contract.
 - Indicate if the dates of involvement for key personnel are less than the contract duration dates.

Higher consideration will be given if Key Personnel has experience working in higher education or campus settings with similar utilities and similar distribution networks.

UMBC reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including any person or persons associated with the references. UMBC also reserves the right to request additional references or contact any known firm associated with the Proposer, as well as, itself even if not provided as a reference by the Proposer. References will be held in the strictest of confidence.

Personnel Commitment: By submitting the names of the Key Personnel for consideration, the Proposer is committing these individuals for the duration of this contract, if awarded the contract by the University. No personnel changes will be permitted without written authorization from the University via a contract amendment issued by UMBC's Procurement Office.

3.2.3. Key Personnel References

- A. Professional references shall be from owners who engaged the contract team. These references will be held in strictest confidence by the University.
- B. Include contact person, phone number, and name of applicable contract.
- C. For each individual, a total of three references are required, one for each of three different contracts. References shall be from the contracts provided for Key Personnel experience. Different team members who worked on the same contract may use the same reference.
- D. The University reserves the right to check other sources available, or use itself as a reference even if the proposer does not name the University as a reference.
- E. Ensure that the information provided is accurate and that the named reference can speak to the individual's performance in the role performed. Note: The University will check the references of the short-listed firms only.

3.2.4. Firm Experience

- A. Provide three (3) contracts completed in the previous 3 to 5 years which best illustrate proposed team's qualifications for this contract. This list should identify:
 - The name of the contract;
 - The client's name;
 - The contract scale;
 - The services provided;
 - The date of completion.

- B. For each contract, include a narrative explaining the contract objectives, and how it addressed the needs or promoted the goals of the institution or client.
- C. Higher consideration will be given if contract team experience includes experience working in higher education or similar campus settings and includes specific experience with Enrollment Marketing.

In order to be considered as experience, these contracts **must**:

- At least one (1) of the three (3) contracts must be in a higher academic environment.
- All are to be similar in size and scope to UMBC's contract.
- Services were provided by the proposing firm. If your firm is a local office of a parent company, such experience must be performed by the local firm in order to be considered.

These Contracts should demonstrate your firm's experience on similar Enrollment Marketing needs. As indicated on the form, the following information is to be provided for each contract/contract as follows:

- Customer/Owner's name, address, contact name and telephone number;
- A brief, but detailed, description of the contract inclusive of type of contract/ contract.
- The name of your firm's Contract Coordinator.
- The dollar amount of the contract.
- The start date and completion date or contracted completion of the contract or contract.
- List the similarities of our contract.

Experience noted should demonstrate the Proposer's knowledge and ability to perform similar work with higher consideration given if work done in a higher education environment.

3.2.5. Firm Reference

The reference of customers of previous similar work will be checked by the University. Provide a brief description of the contract completed. The reference should include a contact person who can comment on your firm's ability to do similar work.

It is imperative that contact names and phone numbers be given for the contracts listed and be accurate. In addition, the University reserves the right to check other sources available including itself. References will be held in the strictest of

confidence by the University. **Note:** The University will check the references of the short-listed firms only.

3.2.6. Company Profile

Complete the "Company Profile" form (found in Attachment A) included with this RFP package. Please be sure to include a brief, but informative, history of your firm including your firm's background on performing Enrollment Marketing Consultant.

3.2.7. Insurance

Provide a copy of a Certificate of Insurance verifying your firm's coverage for Commercial General Liability, and Errors & Omissions/Professional Liability Insurance.

- D. PRICE PROPOSAL:** In the separate Price Proposal, the Proposer is to clearly describe how its firm will be compensated by the University for the implementation of its Enrollment Marketing proposal.

END OF SECTION 3, ARTICLE 1

END OF SECTION 3

**SECTION 4
EVALUATION AND SELECTION PROCEDURES**

4.1 EVALUATION AND SELECTION COMMITTEE

All vendors' proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish a University Evaluation Committee to review and rate the proposals. The Committee shall be composed of the Procurement Officer and any other individuals that the Procurement Officer may appoint. The Committee may request additional technical assistance from any source.

4.2 EVALUATION PROCEDURE

- a. Proposals will not be opened publicly.
- b. Proposals will be evaluated by a University Evaluation Committee and a short list of firms will be developed for the Interview/Discussion Session.
- c. Following the Interview/Discussion Session, a second phase technical evaluation will be conducted and a second short list of proposing firms will be determined.
- d. The Evaluation Committee will make a recommendation to the Procurement Officer on the award of the contract to the responsible Proposer whose proposal is determined to be the most advantageous to UMBC and the State of Maryland based on the results of the evaluation in accordance with the University System of Maryland Procurement Policies and Procedures. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the firm that provides the best overall value to UMBC. Technical merit will be given higher weight to price in the final ranking.
- e. The University intends to make a single award under this procurement.

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

4.3 BEST AND FINAL OFFERS

When in the best interest of UMBC, the Evaluation Committee may recommend, and the Procurement Officer may permit qualified Proposer to revise its proposals by submitting "Best and Final" offers. However, UMBC has the right to accept the best proposal as submitted, without discussion or negotiation, and may do so. Proposers should therefore not rely on having a chance to discuss, negotiate and adjust their proposals.

4.4 NEGOTIATIONS

UMBC may select one or more Firms to further engage in negotiations. UMBC reserves the right to make an award with or without negotiations.

END OF SECTION 4

SECTION 5 TERMS AND CONDITIONS OF THE PROPOSAL

- 5.1. Proposer's Responsibility.** Proposers are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions, in writing to the contact at the Issuing Office of the solicitation. A Proposer's misinterpretation of requirements shall not relieve the Proposer of responsibility to accurately address the requirements of the solicitation or to perform the contract, if awarded.
- 5.2 General Requirement.** Proposals must be made in the official name of the firm or individual under which business is conducted, showing the official business address, state in which it is incorporated or organized (if Proposer is not an individual) and must be signed by a duly authorized person. Proposals must be prepared in writing, simply and economically, providing a straightforward, concise description of the Proposer's proposal for meeting the required specifications of this procurement. Proposers must paginate each proposal volume and are requested to provide tabs to separate responses to the technical criteria.
- 5.3 Confidentiality.** A Proposer should give specific attention to the identification of those portions of the proposal that the Proposer deems to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Proposers are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Proposer's position regarding its proposal. A blanket statement by a Proposer that its entire proposal is confidential or proprietary will not be upheld.
- 5.4 Interview / Discussion Sessions.** Vendors who submit proposals may be required to make individual presentations to the University representatives.
- 5.5 Evaluation of Proposals.** Contract Award will be made to the responsible Proposer(s) whose proposal best meets the needs of UMBC as determined by the Procurement Officer. All proposals will be evaluated by a UMBC evaluation committee. After considering the factors set forth in this solicitation, the committee will make recommendations for the award of a contract to the vendor(s) whose proposal(s) is/are determined to be the most advantageous to UMBC.
- 5.6 Proposal Affidavit and Certifications.** State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price, etc. The affidavit form, which should be completed by all respondents and returned with their respective responses, is included as **Appendix A** of the solicitation.

- 5.7 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 solicitation.
- 5.8 Multiple Proposals.** Vendors may submit more than one proposal.
- 5.9 Telegraphic/Facsimile Proposal Modifications.** Vendors may modify their proposals by telegraphic or facsimile communication at any time prior to the due date and time set to receive proposals provided such communication is received by the State issuing agency prior to such time and, provided further, the State agency is satisfied that a written confirmation of the modification with the signature of the Proposer was mailed prior to the time and date set to receive proposals. The communication should not reveal the proposal price but should provide the addition or subtraction or other modification so that the final prices, percent or terms will not be known to the State agency until the sealed proposal is opened. If written confirmation is not received within two (2) days from the scheduled proposal opening time, no consideration will be given to the modification communication. No telephone, telegraphic, or facsimile price proposals will be accepted.
- 5.10 Contractor Responsibilities.** The University of Maryland Baltimore County shall enter into contractual agreement with the selected offering vendor(s) only. The selected vendors(s) shall be responsible for all products and/or services required by this solicitation. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. University of Maryland Baltimore County'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 University of Maryland Baltimore County has a reasonable objection. Notification of such objection will be made by University of Maryland Baltimore County 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.
- 5.11 Public Information Act.** Proposers 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 State under the Access to Public Records Act, State Government Article, Title 10, Sub-Title 6, of the 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.

- 5.12 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.

- 5.13 Taxes.** University of Maryland Baltimore County 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.
- 5.14 Solicitation Response Materials.** All written materials submitted in response to this solicitation become the property of University of Maryland Baltimore County and may be appended to any formal documentation, which would further define or expand the contractual relationship between University of Maryland Baltimore County and the successful vendor(s).
- 5.15 Debriefing of Unsuccessful Proposers.** A debriefing of an unsuccessful Proposer shall be conducted upon written request submitted to the Procurement Officer within 10 days after the Proposer knows or should have known its proposal was unsuccessful. Debriefings shall be conducted at the earliest feasible time.

The debriefing shall be limited to discussion of the unsuccessful Proposer's proposal only and shall NOT include discussion of a competing Proposer's proposal. 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.

- 5.16 Maryland Public Ethics Law, Title 15.** 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 the Maryland Code, State Government Article, SS 15-502.

If the bidder/Proposer has any questions concerning application of the State Ethics law to the bidder/Proposer's participation in this procurement, it is incumbent upon the bidder/Proposer to see advise from the State Ethics Commission; The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, MD 21401. For questions regarding the applicability of this provision of the Public Ethics Law, contact the State Ethics Commission, toll free phone number 877-669-6085, or see the website ethics.gov.state.md.us.

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/Proposer 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.

5.17 Responsibility for Technology Export Control

- A. The Seller shall comply with all applicable U.S. export control laws and regulations in the performance of this Purchase Order and the distribution and use of resulting work products. Generally, U.S. export control laws and regulations apply to any shipment, transmission, transfer, or exposure to any foreign person, as defined in 22 CFR 120.16, of commodities (equipment, hardware, or material); technology (technical data, information, or assistance); and software (commercial or custom), regardless of where (inside or outside the United States) or how it may occur.
- B. The Seller shall be responsible for obtaining the appropriate licenses or other approvals for exports of commodities, technology, and software, unless an exemption or exception applies. The Seller shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person or entity in the performance of this Purchase Order, including instances where the work is to be performed at the LLNL, where the foreign person or entity will have access to any information, technology, or software subject to export control.
- C. The Seller shall be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions and exceptions.
- D. The Seller shall ensure that the provisions of this clause apply to its subcontractors.

5.18 Smoke-Free Campus: In an effort to provide a healthy, smoke-free environment for everyone on campus, and in accordance with USM policy, effective, July 1, 2013, UMBC has become smoke-free campus. The campus has provided two designated areas removed from major pedestrian traffic. All existing smoking urns have been removed, and new urns have been placed at each designated smoking area. Permanent smoking shelters will be installed during the fall semester. The two locations will be the Park Road Smoking Area, adjacent to Lots 1 and 3; and the Fine Arts Service Smoking Area, near the Fine Arts Building service area. To ensure that this policy is adhered to, individuals found in violation will be directed to review the smoking policy online at smokefree.umbc.edu. Those violating the policy after that will be subject to a fine. This new policy reflects a national movement to provide healthy, smoke-free environments on college campuses and brings UMBC in line with more than 800 colleges in the United States that are already smoke free.

END OF SECTION 5

APPENDIX A
PROPOSAL FORMS

- **TECHNICAL PROPOSAL FORMS**
 - Bid/Proposal Affidavit Form
 - Key Personnel Form
 - Firm Experience Form
 - Company Profile Form
 - Acknowledgement of Receipt of Addenda Form

- **PRICE PROPOSAL FORM**

APPENDIX A

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. NOT USED

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES (*applicable if an MBE goal is set*)

The undersigned bidder or offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this contract, 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 contract, and terminate any contract awarded based on the bid.

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

The undersigned bidder or offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)–(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

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

list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

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

- (1) Been convicted under state or federal statute of a criminal offense incident to obtaining or attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), (4) or (5), above;
- (7) Been found civilly liable under a state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

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

H. AFFIRMATION REGARDING COLLUSION

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

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

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

I. FINANCIAL DISCLOSURE AFFIRMATION

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

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

K. DRUG AND ALCOHOL-FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

- (c) Prohibit its employees from working under the influence of drugs and alcohol;
- (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace,
 - (ii) The business' policy of maintaining a drug and alcohol-free workplace,
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by K(2)(b), above;
- (h) Notify its employees in the statement required by §K(2)(b) above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement, and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination, or
 - (ii) Require an employee to satisfactorily participate in a *bona fide* drug or alcohol abuse assistance or rehabilitation program; and,
- (k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §K(2)(a)-(j), above.

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

(4) I acknowledge and agree that:

- (a) The award of contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

(If not applicable, so state.)

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT: The business has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent, any fee or any other consideration contingent on the making of the Contract.

N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

O. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

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

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

P. ACKNOWLEDGMENT

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

Company Name: _____

FEIN No: _____

(Rev. 04/14)

END OF FORM

**UMBC ENROLLMENT MARKETING CONSULTANT
RFP #BC-21048-R
KEY PERSONNEL FORM**

1. **PERSON'S NAME:** _____ **PROPOSER:** _____

2. **POSITION TO BE ASSIGNED:**
 ___ Enrollment Marketing Consultant ___ Other _____

3. **TECHNICAL TRAINING/EDUCATIONAL BACKGROUND**

Association/Institution	License/Certification/Degree	Date Earned (Month/Year)

4. **EMPLOYMENT HISTORY:** If the person has more than 3 employers, he can attach additional pages to this form and indicate on this form to "See Attached Pages".

4.1 **CURRENT EMPLOYER'S NAME:** _____

DATES OF EMPLOYMENT: _____

POSITION HELD _____

DURATION BY DATE _____

4.2 **PRIOR EMPLOYER'S NAME:** _____

DATES OF EMPLOYMENT: _____

POSITION HELD _____

DURATION BY DATE _____

4.3 **PRIOR EMPLOYER'S NAME:** _____

DATES OF EMPLOYMENT: _____

POSITION HELD _____

DURATION BY DATE _____

**UMBC ENROLLMENT MARKETING CONSULTANT
RFP #BC-21048-R
KEY PERSONNEL FORM**

1. PERSON'S NAME: _____ PROPOSER: _____

5. CONTRACT REFERENCES:

5.1 CONTACT PERSON: _____ TELEPHONE #: _____

COMPANY NAME: _____

CONTRACT PERIOD (MONTH/YEAR): START: _____ END: _____

CONTRACT AMOUNT: \$ _____

DESCRIPTION OF CONTRACT/PROJECT: _____

5.2 CONTACT PERSON: _____ TELEPHONE #: _____

COMPANY NAME: _____

CONTRACT PERIOD (MONTH/YEAR): START: _____ END: _____

CONTRACT AMOUNT: \$ _____

DESCRIPTION OF CONTRACT/PROJECT: _____

5.3 CONTACT PERSON: _____ TELEPHONE #: _____

COMPANY NAME: _____

CONTRACT PERIOD (MONTH/YEAR): START: _____ END: _____

CONTRACT AMOUNT: \$ _____

DESCRIPTION OF CONTRACT/PROJECT: _____

FIRM EXPERIENCE – RFP # BC-21048-R

Page 1 of 2

PROPOSER: _____

The Proposer is to provide **three (3) contracts** that s/he deems the most similar or relevant to the UMBC contract. Contracts listed should demonstrate experience in the provision of services that are similar to the UMBC scope of services.

ENROLLMENT MARKETING CONSULTANT

1. Company /Institution Name: _____

Contact Name: _____

Contact Title: _____

Contact E-mail address: _____

Contact Phone Number: _____ Contact Fax Number: _____

Description of services performed _____

Dates services provided: _____

Dollar Volume of Contract: _____

2. Company /Institution Name: _____

Contact Name: _____

Contact Title: _____

Contact E-mail address: _____

Contact Phone Number: _____ Contact Fax Number: _____

Description of services performed _____

Dates services provided: _____

Dollar Volume of Contract: _____

APPENDIX A -
FIRM EXPERIENCE – RFP # BC-21048-R
Page 2 of 2

PROPOSER: _____

3. Company /Institution Name: _____

Contact Name: _____

Contact Title: _____

Contact E-mail address: _____

Contact Phone Number: _____ Contact Fax Number: _____

Description of services performed _____

Dates services provided: _____

Dollar Volume of Contract: _____

END OF FORM

RFP NO.: BC-21048-R

TECHNICAL PROPOSAL DUE: WEDNESDAY, JANUARY 25, 2017 AT 4:00 P.M.

RFP FOR: ENROLLMENT MARKETING CONSULTANT

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _____ dated _____

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

Signature

Printed Name

Title

Date

END OF FORM

PROPOSAL NO. RFP #BC-21048-R
PRICE PROPOSAL DUE: WEDNESDAY, JANUARY 25, 2017, by or before 4:00 p.m. EST
PRICE PROPOSAL FOR: UMBC ENROLLMENT MARKETING CONSULTANT

NAME OF PROPOSER: _____

FID NUMBER: _____

PRICE PROPOSAL FORM

DATE: _____

Ms. Mallela Ralliford
Procurement Office
University of Maryland, Baltimore County
Room #732, Administration Building
1000 Hilltop Circle
Baltimore, MD 21250

Dear Ms. Ralliford:

The undersigned, hereby submits a Price Proposal to provide all labor, material, equipment, and supervision for the Enrollment Marketing Consultant Contract for the UMBC as set forth in RFP #BC-21048-R, dated 01/10/17 and Addenda as follows:

Addendum No. _____ dated _____
Addendum No. _____ dated _____
Addendum No. _____ dated _____

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to perform the services as described in the solicitation documents. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of the RFP documents.

We will perform the on call work as described in the RFP documents inclusive of technical specifications and issued addenda for the guaranteed unit pricing defined on the following pages.

We understand that the University reserves the right to make the award of for all items, or any parts, thereof, to one or more proposers as set forth in detail under the information furnished in the specified documents. We understand it is the University's intent to make multiple awards.

We understand that the University is requesting pricing per this Price Proposal Form.

PROPOSAL NO: RFP # BC-21048-R
 PRICE PROPOSAL DUE DATE: WEDNESDAY, JANUARY 25, 2017 BY OR BEFORE 4 P.M. EST
 PRICE PROPOSAL FOR: ENROLLMENT MARKETING CONSULTANT
 NAME OF PROPOSER:

TASKS	PRICE
<p>Marketing content support to meet fall 2017 enrollment goals (yield strategies and execution support) Based on the firm’s recommendations, execution of messaging and other implementation may be requested. UMBC’s Creative Services group will provide graphic design and execution of print and digital campaign materials. As part of the process, the firm will review current Undergraduate Admissions efforts, particularly social media, focusing on yield during spring for fall 2017 enrollment, and recommend strategies and opportunities based on best practices.</p>	
<p>Strategic audit and recommendations The firm will evaluate UMBC’s recruitment communications plan, channels by audience, creative messaging, and use of social media (with user experience in mind), and provide recommendations for short- and long-term improvements for the next cycle (fall 2018).</p>	
<p>Institutional branding support As UMBC leads the development of the institutional marketing/communications plan, we will turn to the firm for assistance and capacity in institutional positioning research, branding platform, and messaging.</p>	
<p>Marketing organization and roles The firm will evaluate and make recommendations to optimize roles and responsibilities in UMBC’s marketing functions, and identify required resources.</p>	
<p>TOTAL (Required Services)</p>	
<p>(Optional) Quantitative research Develop and field quantitative survey of prospective undergraduates and parents of prospective undergraduates in the Baltimore and DC metro areas to understand their college selection drivers and process, preferred channels of information in that process, and perception of UMBC and its competitors.</p>	

PROPOSAL NO. RFP #BC-21048-R
PRICE PROPOSAL DUE: WEDNESDAY, JANUARY 25, 2017, by or before 4:00 p.m. EST
PRICE PROPOSAL FOR: UMBC ENROLLMENT MARKETING CONSULTANT

NAME OF PROPOSER: _____

ALL BLANKS ARE TO BE COMPLETED. THERE ARE TO BE NO ALTERATIONS, ADDITIONS, OR DELETIONS MADE ON THE PRICE FORM:

We further understand that this Price Proposal includes all costs associated with the provision of the scope of work per the RFP documents.

We further confirm that the key personnel named within our Technical Proposal will be assigned to UMBC for the duration of this contract. We understand that no changes in these assignments will be allowed without written authorization from the University via contract amendment prior to such changes being made.

We understand that if we are the successful Firm we will be required to provide the university with proof of meeting all insurance requirements as set forth in the RFP documents. By signing this Price Proposal form, we are agreeing to comply with the insurance requirements, and if necessary, will purchase, at our expense, all necessary riders to comply. Such insurance policies inclusive of all riders will remain in force for the contract and warranty periods.

As well, we agree to all terms and conditions as set forth in the RFP documents, including those of the documents issued to solicit Technical Proposals, all addenda since that issuance, our Technical Proposal submitted in response to the original solicitation, and our Price Proposal are a part of any resulting contract.

Signature

Date

Print Name

Proposing Firm's Name

Street Address

City, State, Zip Code

Phone Number

END OF FORM

APPENDIX B
CONTRACT FORMS

- Consultant Agreement
- Contract Affidavit

Contract# _____

CONTRACT FOR CONSULTANT SERVICES
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

By this Contract, made as of the ___day of _____, 2017, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland and an agency of the State of Maryland (“University”, “UMBC” or “State”) located at 1000 Hilltop Circle, Baltimore, Maryland 21250 and, _____ a sole proprietorship organized and existing under the laws of the State of Maryland and having a principal place of business at _____ (“Consultant”), the parties hereby agree as follows:

Consultant represents that it has expertise providing certain services (“Services”) as more fully described in the attached Exhibit A - “Scope of Work”. Based on Consultant’s expertise and experience, University wishes to engage the consulting services of Consultant, and in consideration of the covenants and agreements set forth herein.

1 CONSULTING SERVICES

- 1.1 Engagement of Consultant. University hereby engages Consultant to perform the Services described in Exhibit A, and consultant hereby accepts the engagement, and agrees to perform the Services upon the terms and conditions set forth herein.
- 1.2 Term. The engagement of Consultant hereunder shall commence on _____ and end on, 2017, unless terminated sooner in accordance with the provisions of this Agreement. This Contract may be renewed for two (2) one-year terms at the sole option of the University. A new Purchase Order will be issued for each renewal term. All terms and conditions of this Contract shall remain in effect for all subsequent renewal terms. The schedule of renewal years shall be as follows:
- 1.3 Delivery and Completion Schedule. Consultant agrees to perform the Services in the time frames set forth in the attached Exhibit A and otherwise specified by University. Consultant understands that TIME IS OF THE ESSENCE in performing the Services.
- 1.4 Consultant’s Representations. In the performance of Consultant’s duties under this Agreement, Consultant shall adhere to the highest fiduciary standards, ethical practices and standards of care and competence. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of University. Consultant agrees to comply with all applicable Federal, State and local laws and regulations.

2 INDEPENDENT CONTRACTOR

- 2.1 The relationship of the Consultant to University is that of an independent contractor and nothing herein shall be construed as creating an employment or agency relationship. The Consultant may adopt such arrangements as he/she may desire with regard to the details of the Services performed hereunder, the hours during which the Services are to be provided, and the place or places where the Services are to be furnished, provided that the Services shall be performed in a manner calculated to attain the most satisfactory results for University.
- 2.2 Consultant shall not be entitled to any benefits accorded to University’s employees including, without limitation, worker’s compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant’s expense, disability, worker’s compensation or other insurance as well as licenses and permits usual or necessary for conducting the services hereunder. Consultant shall be

obligated to pay any and all applicable local, state and federal payroll and other taxes incurred as a result of Consultant's fees hereunder. Consultant hereby indemnifies University for any claims, losses, costs, fees, liabilities, damages or penalties suffered by University arising out of Consultant's breach of this provision.

2.3 Consultant shall not be considered an agent of University for any purpose whatsoever, nor shall Consultant have the right to, and shall not, commit University to any agreement, contract or undertaking. Consultant shall not use University's name in its promotional material or for any advertising or publicity purposes.

2.4 The consultant's Federal Tax Identification Number or, where applicable, Social Security Number is:

3 CONSULTING FEES AND EXPENSES

3.1 Consulting Fees.

3.1.1 University shall pay Consultant at the rate indicated in [the attached Exhibit A, for time actually spent on the Services and for the period set forth herein. The total fees payable to consultant shall not exceed \$_____, payable at the rate of \$_____ per hour..

3.1.2 The fees set forth herein includes all costs of operation, including benefits attributable to payroll, overhead, wages and salaries of Consultant's employees, if any, and all applicable taxes.

3.1.3 Consultant shall submit invoices to University upon completion of the milestones set forth in Exhibit A. To the extent University may reasonably require, consultant shall support each invoice with justification for Services performed. Invoices shall include the Contract Number noted above and shall be submitted for approval to University at the above-referenced address. After University has approved the invoice, payment will be due within thirty (30) days of receipt of the invoice.

3.2 Expenses.

3.3 Consultant shall be entitled to reimbursement by University of certain business expenses and costs described in the attached Exhibit A, if any. If consultant is required to travel, it must first obtain University's written consent. Time spent in local travel to and from University's offices shall not be considered time worked. All reimbursable expenses will be paid at actual costs with no mark-up permitted. Total estimated expenses not to exceed \$__.

3.4 Audit Rights.

3.5 Consultant agrees that, during the term of this Contract and for a period of three years after its termination, University shall have access to and the right to examine any directly pertinent books, documents, and records of Consultant relating to the invoices submitted by Consultant pursuant to this Agreement.

4 OWNERSHIP OF INTELLECTUAL PROPERTY

4.1 Consultant agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions, and all other information and items made during the course of this Contract and arising from the Services (hereinafter referred to as "New Developments") shall be and are assigned to University as its sole and exclusive property. Consultant agrees to promptly disclose to University all such New Developments. Upon University's request, Consultant agrees to assist University, at University expense, to obtain patents or copyrights for such New Developments, including the disclosure of all pertinent information and data with respect thereto, the execution of all applications, specifications, assignments, and all other instruments and papers which University shall deem necessary to apply for and to assign or convey to University, its successors and assigns, the sole and exclusive right, title and interest in such New Developments. Consultant agrees to obtain or has obtained written assurances from its employees and contract personnel of their agreement to the terms hereof with regard to New Developments and Confidential Information.

4.2 Consultant warrants that Consultant has good title to any New Developments, and the right to assign New Developments to University free of any proprietary rights of any other party or any other encumbrance whatever.

5 CONFIDENTIALITY AND NON-DISCLOSURE

5.1 Consultant acknowledges that in performing the Services hereunder, University may have to disclose to consultant orally and in writing certain confidential information that University considers proprietary and has developed at great expense and effort. As used herein, the term “Confidential Information” means any scientific or technical data, marketing, operating, financial, business or any other information, design, process, procedure, formula or improvement in written, printed, graphic, or electronically recorded materials, that is commercially valuable to University and not generally known in the industry. Consultant further acknowledges that the Services and any deliverables may incorporate Confidential Information. Consultant agrees that all items of confidential Information are proprietary to University and shall remain the sole property of University.

5.2 Consultant agrees as follows:

5.2.1 To use the Confidential Information only for the purposes described herein; to not reproduce the Confidential Information; to hold in confidence and protect the Confidential Information from dissemination to and use by anyone not a party to this Agreement; and to not use the Confidential Information to benefit itself or others.

5.2.2 To restrict access to the Confidential Information to personnel of Consultant who (i) have a need to have such access and (ii) have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement.

5.2.3 To return all Confidential Information in Consultant’s possession upon termination of this Contract or upon University’s request, whichever occurs first.

5.2.4 To hold in confidence information and materials, if any, developed pursuant to the Services hereunder.

5.3 The provisions of this Paragraph 5 shall survive termination or expiration of this Contract and shall continue for so long as the material remains confidential.

6 INSURANCE/INDEMNIFICATION

6.1 Consultant represents that it now carries, and agrees it will continue during the term of this Contract to carry, as a minimum: Workmen’s Compensation, Commercial General and Contractual Liability and Comprehensive Automobile Liability insurance in the following amounts:

Worker’s Compensation	Statutory
Comprehensive General Liability:	
Bodily Injury and	\$500,000 each person
Property Damage	\$1,000,000 each occurrence
Comprehensive Automobile Liability:	
Bodily Injury and	\$500,000 each person
Property Damage	\$1,000,000 each occurrence

In addition to the above mentioned coverage, Consultant shall maintain in force, for the duration of this contract, errors and omissions liability insurance appropriate to the consultant’s profession. Coverage as

required in the paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the consultant's services as defined in this contract. Coverage shall be written subject to limits of not less than \$500,000 per loss."

6.2 Consultant shall provide certificates of insurance evidencing the above-described coverage. Such certificates shall include a statement indicating that University shall receive fifteen (15) days notice of cancellation of any of the policies which may affect University's interest and a statement confirming that University has been named an additional insured.

6.3 Consultant shall indemnify, defend and hold harmless University, its officers, employees, agents, and members from and against all claims, demands, losses, costs, expenses, obligations, liabilities, and damages, including, without limitation, interest, penalties, and reasonable attorney's fees and costs, that University may incur or suffer and that arise, result from, or are related to any breach or failure of consultant to perform any of its representations, warranties and agreements contained in this Agreement.

7 **CONFLICT OF INTEREST**

Consultant affirms that to the best of its knowledge there exists no actual or potential conflict between Consultant's family, business or financial interest or its Services under this Agreement, and, in the event of change in either its private interests or Services under this Agreement, it will raise with University any question regarding possible conflict of interest which may arise as a result of such change.

8 **MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS**

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

9 **TERMINATION FOR DEFAULT**

If the Consultant fails to fulfill its obligation 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 Consultant. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Consultant shall, at the University's option, become the University's property. The University shall pay the Consultant fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Consultant's breach. If damages are more than the compensation payable to the Consultant, the Consultant will remain liable after termination and the University 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.

10 **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 Consultant has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Consultant shall not be reimbursed for any anticipatory

profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

11 **DISPUTES**

This Contract shall be subject to the provisions of University System of Maryland Procurement Policies and Procedures. Pending resolution of a claim, the Consultant shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Any dispute that is not subject to the jurisdiction of the Maryland State Board of Contract Appeals, as provided in the University System Procurement Policies and Procedures, shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.

12 **NONDISCRIMINATION**

The Consultant shall comply with the nondiscrimination provisions of federal and Maryland law.

13 **ANTI-BRIBERY**

The Consultant certifies that, to the Consultant's best knowledge, neither the Consultant; nor (if the Consultant is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Consultant who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the state, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

14 **GOVERNING LAW**

This Contract is governed by and shall be construed under the laws of the State of Maryland. All parties to this Contract hereby voluntarily submit to the jurisdiction of the Courts of the State of Maryland for any legal proceeding arising out of or relating to this Contract. UMBC does not recognize any obligation to, and will not submit to, binding arbitration of disputes nor subject itself to the rules, regulations or procedures of any labor organization, guild or institute.

15 **WAIVER OF JURY**

UMBC AND CONSULTANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UMBC AND CONSULTANT, WHO HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

16 **ENTIRE AGREEMENT**

16.1 This Contract and the University Purchase Order (collectively referred to as the "Contract" or "Agreement") constitute the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. Further, incorporated herein by reference are the terms and conditions stated in [RFP], any amendments or addenda thereto and Consultant's response to aforementioned RFP. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior to contemporaneous agreement.

- 16.2 Modifications. This Contract may not be modified, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by both parties.
- 16.3 Assignment. This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Consultant without the prior written consent of University.
- 16.4 Partial Invalidity, Waiver and Severability. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof. No waiver of any provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, no shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this Agreement becomes or is deemed to be invalid, illegal or unenforceable, the parties shall meet to discuss such provision. If such provision cannot be amended without materially altering the intention of the parties, it shall be deleted and the remainder of the Agreement and the related documents pursuant hereto shall remain in full force and effect. In the event of a conflict between the provisions in the body of the Agreement and any attachments, the provisions in the body of this Agreement will control.
- 16.5 Notices. Any notice required to be given hereunder shall be deemed to have been given either when served personally, facsimile, or when sent by first class mail addressed to the parties at he addresses set forth in this Agreement.
- 16.6 The parties signing this Agreement warrant that he/she signs as duly authorized representative of his/her respective organizations.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by the undersigned as of the date first shown above.

University of Maryland Baltimore County

Signature

Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Date

Date

CONTRACT AFFIDAVIT

(This affidavit is a mandatory contract addendum in accordance with USM Procurement Policies and Procedures, but it is only required from the successful Contractor.)

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 contractor for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

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

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

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

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

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain 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: _____

(04/2017)

END OF FORM

END OF FORM

END OF APPENDIX B

END OF RFP DOCUMENT