



REQUEST FOR PROPOSALS (RFP)

Maryland State Arts Council Graphic Design Consultant

SOLICITATION #T00R0600905

ISSUE DATE

October 2, 2019

NOTICE TO OFFERORS

NOTICE

A Prospective Offeror that has received this document from a source other than eMaryland Marketplace Advantage (eMMA) <https://procurement.maryland.gov/> should register on eMMA

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO
RESPOND TO THIS SOLICITATION.**

NOTICE OF VENDOR FEEDBACK FORM

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

Title: Maryland State Arts Council Graphic Design Consultant
Solicitation No: T00R0600905

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- Other commitments preclude our participation at this time
- The subject of the solicitation is not something we ordinarily provide
- We are inexperienced in the work/commodities required
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
- The scope of work is beyond our present capacity
- Doing business with the State is simply too complicated. (Explain in REMARKS section)
- We cannot be competitive. (Explain in REMARKS section)
- Time allotted for completion of the Bid is insufficient
- Start-up time is insufficient
- Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
- Bid requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
- MBE or VSBE requirements (Explain in REMARKS section)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)
- Payment schedule too slow
- Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

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SECTION I: INSTRUCTIONS TO OFFEROR

1.1 PURPOSE

The Department of Commerce/Maryland State Arts Council is soliciting for a qualified Graphic Designer to produce templates, graphic elements, and specific marketing pieces with thematic branding for consistent visual impact.

1.2 ISSUING OFFICE AND PROCUREMENT OFFICER

Issuing Department:	Department of Commerce
Issuing Office:	Office of Contracts & Procurement
Address:	401 East Pratt Street, Room 1011 Baltimore, Maryland 21202
Procurement Officer:	Donald Kulbicki
Phone:	410-767-6488
E-Mail:	Donald.kulbicki@maryland.gov

The Procurement Officer is responsible for all matters arising prior to and including final award of the contract and for (1) all purchase orders, changes or modifications; and (2) all disputes arising under the contract subsequent to final award. The Procurement Officer may designate a Procurement Representative to act on his/her behalf. The State may change the Procurement Officer or Procurement Representative or change the limits of their authority at its discretion.

The sole point of contact in the State for purposes of this RFP is the Procurement Officer as indicated above, or if unavailable, another Procurement Representative. No other employee, official or representative has authority to change requirements of the contract except the Procurement Officer, subject to the limits of his/her authority and other limitations imposed by law.

1.3 CONTRACT MONITOR

The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. Commerce/MSAC may change the Contract Monitor at any time by written notice to the Contractor.

Contract Monitor:	Steven Skerritt-Davis Maryland State Arts Council 175 W. Ostend St. Suite E Baltimore, Maryland 21230
Phone:	410-767-6494
E-Mail:	steven.skerritt-davis@maryland.gov
Facsimile No.:	410-333-1062

1.4 SCHEDULE OF EVENTS

Pre-Proposal Conference: There is no Pre-Proposal Conference

Deadline for Questions: October 16, 2019 @ 2:00 pm

Proposal Due (Closing) Date and Time and Location: October 24, 2019 @ 2:00 pm

Maryland Department of Commerce

401 E. Pratt St. Suite 1010

Baltimore, MD 21202

Note: Late Proposals will not be accepted

1.5 QUESTIONS AND INQUIRIES

All communications regarding this solicitation are to be made solely through the Procurement Officer or his/her designee. Only information communicated by the Procurement Officer or the Procurement Representative shall be the official position of the State. Questions regarding this solicitation may be directed verbally to the Procurement Officer or the Procurement Representative; however, the State reserves the right to require that the offeror submit the question in writing if required for answers and viewing by all offerors.

All questions, both oral and written should be submitted to the Procurement Officer no later than October 16, 2019

1.6 PROCUREMENT METHOD

A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

1.7 CONTRACT TYPE

The contract for services performed will be a firm, fixed price contract each year for two (2) years.

1.8 PRE-BID CONFERENCE

There will be no Pre-Proposal Conference for this solicitation.

1.9 PROPOSAL DUE (CLOSING) DATE AND TIME

All Proposals are to be received by the Procurement Officer at the Maryland Department of Commerce, Office of Contracts and Procurement by mail or hand delivery no later than October 24, 2019 @ 2:00 pm
Late Bids will not be accepted.

1.10 PROPOSAL FORMAT

Offerors shall submit Proposals in separate volumes:

- Volume 1 – TECHNICAL PROPOSAL

- Volume 2 – FINANCIAL PROPOSAL

Offerors shall provide their Proposals in two separately sealed and labeled packages as follows:

Volume I - Technical Proposal consisting of:

- 1) One (1) original executed Technical Proposal and all supporting material marked and sealed,
- 2) Four (4) duplicate copies of the above separately marked and sealed,

Volume II - Financial Proposal consisting of:

- 3) One (1) original executed Financial Proposal and all supporting material marked and sealed,
- 4) four (4) duplicate copies of the above separately marked and sealed,

Volume I - The Technical Proposal shall include the following documents:

- Cover letter including a link to an online portfolio highlighting a minimum of 4 examples of digital work (examples: logos, typography, ads, newsletters, infographics, social media graphics)
- Resume
- Five (5) printed examples of relevant work (examples: reports, programs, brochures, ads, letterhead)
- Conflict of Interest Affidavit – Attachment B
- Bid/Proposal Affidavit – Attachment C
- At least two (2) professional references are requested from customers who are capable of documenting the Offeror’s ability to provide the services specified in the proposal.

Provide references:

- a. Name of client organization;
- b. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- c. Value, type, duration, and description of services provided.

The Maryland Department of Commerce reserves the right to request additional references or utilize references not provided by an Offeror.

Skills and Qualifications

The Offeror shall submit any minimum qualifications documentation that are required, see below:

- Bachelor's degree or 4 years’ experience in one of the following fields, or a related area of study:
 - Graphic Design
 - Fine Arts with a strong emphasis in Graphic Design
- Knowledge of marketing, advertising, print and electronic communications, as well as copy preparation, project evaluation, and effective written and oral communication
- A minimum of 3 years of graphic design experience to demonstrate the ability to plan, design, coordinate and produce all forms of marketing graphics using a range of media, methods, techniques and equipment. Must be proficient in Photoshop, Illustrator, InDesign, Google Suite, and Microsoft products.
- Communication skills to effectively interact with MSAC staff to determine project needs and specifications, to coordinate with print vendors to produce results that meet or exceed expectations and deadlines, and to work collaboratively with the Marketing and Communications Manager.

- Analytical skills to prioritize and work with minimal direction with high quality accuracy and proofreading skills, develop graphic design that meets project requirements, and provide authoritative recommendations on methods, systems, and processes.
- Ability to take constructive criticism and change direction when needed.

Note: This position is open to an individual or a firm.

Volume II – Financial Proposal shall include the following document:

- Financial Proposal - Attachment A.

1.11 INSURANCE REQUIREMENTS

- a. If awarded the contract, the Bidder/Offeror shall, at his own expense, procure and maintain during the entire performance period of the contract, insurance of at least the kinds set forth below in the minimum amount specified herein or in writing by the Procurement Officer. An insurance certificate with the following coverages will be required from the awarded Bidder/Offeror as follows:
 - i. Worker’s Compensation Insurance, in accordance with Maryland Statute;
 - ii. Public Liability Insurance, covering Comprehensive basis, including Contingent Liability, in an amount in accordance with Maryland Statute;
 - iii. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles, used in connection with the work;
 - iv. Owner’s Protective Liability Insurance, issued in the name of the Department of Commerce, in amounts as indicated in (ii) above. Notwithstanding the requirement of the Bidder/Offeror to furnish certificates of insurance evidencing insurance coverage, the Bidder/Offeror shall furnish a policy of Owner’s Protective Liability Insurance set forth herein. This policy must be endorsed to indicate that any premium, whether deposit or final, will be the sole obligation of the Bidder/Offeror.
- b. The Public Liability Insurance coverage as required in paragraph (ii) above, shall include those classifications, as listed in Standard Liability Insurance Manuals which are applicable to the operations of the Bidder/Offeror in the performance of the contract.
- c. All insurance policies required above shall be issued by companies authorized to do training under the laws of the State of Maryland, with the following qualifications as to management and financial strength. The Company shall be rated no less than “A” as to management, and no less than “AAA” as to strength, by the latest edition of Best’s Insurance Guide, published by Alfred M. Best Co., Inc.
- d. **The awarded Bidder/Offeror shall furnish Certificate of Insurance to the Procurement Officer prior to commencing any operations under this contract.** Certificate shall clearly indicate the classifications, as required for strict compliance with this Article. The said certificates must provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, the Department of Commerce will be given thirty (30) days advance notice thereof.
- e. Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Bidder/Offeror from his liability under any other portions of the awarded contract.

- f. The Bidder/Offeror shall indemnify and defend the Department of Commerce, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of or relate to the performance by the Bidder/Offeror, its employees or agents, of the awarded contract. This provision shall not be construed as a waiver by the Department of Commerce, or its employees and agent, of sovereign or any other immunity.

1.12 DURATION OF PROPOSAL

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of the Proposals or best and final offers (if requested). This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.13 AWARD BASIS

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

1.14 AWARD DETERMINATION

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors.

1.15 CONTRACT DURATION

The anticipated contact period is two (2) years and is anticipated to be from November 1, 2019 through July 31, 2021.

1.16 BID BOND NOTICE

There are no bonding requirements for this contract.

1.17 PUBLIC INFORMATION ACT NOTICE

The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide 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. This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

1.18 CONFLICTS OF INTEREST

The Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure, attached hereto and incorporated herein as Attachment A, and submit it with their Proposal. All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor's personnel who perform

or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to Attachment B, Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

1.19 MINORITY BUSINESS ENTERPRISE GOAL AND SUBGOAL

There is no MBE subcontract participation goal established for this procurement but it is encouraged.

1.20 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.

1.21 BID/PROPOSAL AFFIDAVIT

The Bid/Proposal Affidavit, included as part of this solicitation as Attachment C, must be submitted with the vendor's proposal.

1.22 REVISIONS TO THE RFP

The State reserves the right to amend this RFP at any time prior to the proposal due date. If it does become necessary to amend any part of this RFP, the Procurement Officer will furnish an addendum to all prospective Offerors known by the Department as having received a copy. All addenda will be identified as such and will be sent by email, notification. Vendors are required to acknowledge the receipt of all amendments, addenda, and changes issued. Addenda will be distributed within a reasonable time to allow vendors to consider them in preparing their Proposals. If the due date for submission of Proposals does not permit adequate time for consideration of the addendum by vendors in their Proposals, the Proposal due date will be extended.

1.23 CANCELLATION OF REQUEST FOR PROPOSALS

As provided by COMAR 21.06.02.02(B), the State may cancel this RFP, in whole or in part, when this action is determined to be fiscally advantageous or otherwise in the State's best interest.

1.24 REJECTION /CANCELLATION/DISCUSSIONS OF PROPOSALS

As provided by COMAR 21.06.02.02(C), the Maryland Department of Commerce reserves the right to accept or reject all Proposals submitted, in whole or in part, when this action is determined to be fiscally advantageous or otherwise in the State's best interest. As provided by COMAR 21.06.02.03, the State of Maryland may reject any proposal submitted, in whole or in part. Commerce may also conduct discussions or negotiations with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland.

1.25 MINOR IRREGULARITIES IN PROPOSALS

As provided in COMAR 21.06.02.04, the Department reserves the right to waive or permit cure of minor irregularities.

1.26 CONTRACT AND CONTRACT AFFIDAVIT

This Contract and Contract Affidavit is included in this RFP as Attachments D and E and is for information purposes only. If a contract is awarded as a result of this procurement, only the successful offeror will be required to complete the Contract and Contract Affidavit and submit to the Procurement Officer within five (5) days from notification of proposed award.

1.27 INCURRED EXPENSES

The State is not responsible for any expenses incurred by vendors in preparing and submitting proposals in response to this RFP.

1.28 EXECUTION OF PROPOSALS

All Proposals shall be typewritten or written in ink. All Proposals shall be signed in ink. Proposals are required to be executed as follows, depending on the vendor's form of training organization:

- **Sole Proprietorship** - Signed by proprietor with full name and address.
- **Partnership and Joint Venture** - If a Proposal is to be submitted by a partnership (including a joint venture), it must be submitted in the partnership name. The partnership name and the identity of each general partner must be made clear and all affidavits and certificates must be executed on behalf of the partnership or on behalf of each general partner. No provision of any agreement among partners will be binding on the State unless it is disclosed in the bid. Reasonable evidence satisfactory to the State of the authority of one partner to bind other purported partners also must be given in the bid. It is recommended that the bid contain a copy of the partnership agreement, if one exists. If no partnership agreement exists and if the number of general partners is reasonably small, each general partner should execute all required documents, including proposals. At the State's option, all general partners may be required to sign the contract. Failure to present the State with satisfactory information concerning a purported partnership may be grounds for finding a Bid unacceptable.
- **Corporation** - An officer or authorized agent of the corporation shall sign his/her full name, indicate his/her title and include the name and address of the corporation. In the case of an authorized agent, a letter from an officer of the corporation authorizing said individual to act on behalf of the corporation must be included.

1.29 DISCREPANCIES, EXPLANATIONS AND CLARIFICATIONS

Should an offeror find discrepancies in the specifications or contract provisions included in this RFP, or should there be doubt as to the meaning or intent of any section or subsection herein, the Offeror must request clarification from the Procurement Officer. Failure to request a clarification prior to the Proposal due date will bind the Offeror to the State's interpretation of the contract. Explanations and clarifications desired by a prospective Offeror shall be requested in accordance with the instructions contained in Section I, "Questions and Inquiries."

1.30 CONTRACTOR RESPONSIBILITIES

The successful Offeror shall be responsible for all materials and services required by this RFP.

Damages or penalties will not be assessed for delays or non-performance where performance of the Contractor's obligations is prevented or delayed by natural disasters, freight embargoes, strikes, fire or

acts of God, provided the Contractor notifies the State's contract administrator and/or project manager of such circumstances and the State's contract administrator/project manager reasonably determines that the failure to perform within the specified time was beyond the control and without fault or negligence of the Contractor.

The State will not be bound to accept any substitutions or change in contract requirements by virtue of approval or acceptance of any submittal, drawing, specification, description, or other document unless the Contractor expressly brings to the State's attention, in writing, contained in the same document in which the substitution or change is proposed, the fact that a substitution or change is proposed. The State will not be bound to a substitution or change documentation in which the substitution or change is somehow referred to, unless the Contractor expressly brings it to the State's attention, in writing, and the State's expressly approves the substitution or change, in writing. The State will not be bound to accept any product or service not in accordance with the contract just because the State made a payment for it.

1.31 REQUIRED CONTRACT PROVISIONS

Proposals submitted and the contract executed with the selected vendor is subject to the all provisions of this solicitation. **Offerors who propose modifications to the solicitation terms will have their offer rejected.**

1.32 PAYMENT TO THE CONTRACTOR

Contractor shall be paid for services satisfactorily performed and upon project completion thirty (30) days after receipt and approval of invoice to Commerce.

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for same. Exemption certificates shall be completed upon request.

1.33 ORDER OF PRECEDENCE

The contract between the parties will be embodied in the contract documents. The contract documents will consist of:

- The contract
- The RFP and any Addenda
- Proposal

In the event of a conflict between provisions of the contract documents, the controlling provisions shall be, in this order: First those of the contract including contract modifications; second: those of the RFP; and third: those of the Contractor's Proposal.

1.34 COMPLIANCE WITH LAW

By submitting a proposal in response to this RFP, the vendor, if selected for award, agrees that it will comply with all federal, State, and local laws, rules, regulations, and ordinances applicable to its activities and obligations under the contract.

1.35 RECIPROCAL PREFERENCE - RESIDENT OFFEROR

The provisions of State Finance and Procurement Law 14-402 and COMAR 21.11.07.02 shall apply to this solicitation. A "Resident Offeror" is defined as a training enterprise that has a Maryland address, is

registered to do training in the State of Maryland, employs Maryland residents, and regularly conducts training within the State. The term includes subsidiaries, divisions and branches of trainings headquartered outside of the State of Maryland. (BPW Advisory No.: P-003-95, dated October 16, 1995).

Nonresident Offerors submitting a bid for this solicitation shall attach to the bid a copy of the current statute, resolution, policy, procedure, or executive order of the resident state for the nonresident Offeror that pertains to that state's treatment of nonresident Offerors.

A preference shall be identical to the preference that the other state gives to its residents.

1.36 MULTIPLE OR ALTERNATE PROPOSALS

Neither multiple nor alternate Proposals will be accepted.

1.37 FALSE STATEMENTS

Offerors are advised that section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provide as follows:

- (a) In connection with a procurement contract a person may not willfully:
 - (1) falsify, conceal, or suppress a material fact by any scheme or device
 - (2) make a false or fraudulent statement or representation of a material fact; or
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

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SECTION II: SCOPE OF WORK

Scope of Work

To design various print and digital collateral pieces, the Maryland State Arts Council seeks a Graphic Designer for a two-year term. The Graphic Designer would produce templates, graphic elements, and specific marketing pieces with thematic branding for consistent visual impact.

General Graphic Designer Responsibilities

Maintain a set of design best practices, templates, and guidelines to reduce and minimize production efforts

- Work with MSAC brand and visual identity style guide
- Design templates for print and digital communications.

Conceptualize, design and deliver campaigns and projects (print and digital) to support and highlight Maryland State Arts Council projects. Bring visual creativity, craftsmanship, and innovation to create cohesive designs that reflect project-specific needs. Projects include, but are not limited to:

- Annual Reports
- Strategic Plan

- Program Specific Collateral
 - Arts & Entertainment Districts Annual Economic Impact report
 - Arts in Education Poetry Out Loud
 - Community Arts Development
 - Creativity Grants
 - Grants for Organizations
 - Public Art
 - Individual Artist Award
 - Maryland Presenting and Touring
 - Maryland Traditions Folklife Program
 - Exhibitions and Presentations
- Program announcements
- Web-specific graphics for social media channels (Facebook, Instagram, website)

Work closely with the Marketing and Communications Manager and collaborate with staff to define and produce design solutions

- Monthly in-person meetings to review projects, timelines, and deliverables.

Coordinate production of materials

- Prepare artwork and assemble final layouts for printers
- Prepare notes and instructions for printers and other vendors

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ATTACHMENT A – FINANCIAL PROPOSAL FORM

FINANCIAL PROPOSAL FORM

The Financial Proposal Form shall contain all price information in the format specified on these pages. Do not amend, alter or leave blank any items on the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

YEAR 1

Hourly Labor Rate @ \$ _____ per year x 250 hours

\$ _____ +

Year 1 Total

\$ _____ **(a)**

YEAR 2

Hourly Labor Rate @ \$ _____ per year x 250 hours

\$ _____ +

Year 2 Total

\$ _____ **(b)**

TOTAL PROPOSAL PRICE (a) + (b) =

\$ _____
(BASIS FOR AWARD)

Submitted by:

Signature of Authorized Representative _____ Date _____

Printed Name and Title: _____

Telephone Number: _____

Email Address: _____

Bidder Company Name: _____

Bidder Company Address: _____

Location(s) from which goods/services will be provided/performed (City/State):

FEIN Number: _____ eMMA: _____

ATTACHMENT B – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

SUBMITTED WITH BID/Offer

Reference COMAR 21.05.08.08

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

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant 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/Bid is made.

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

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

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/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/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____

By: _____
(Authorized Representative and Affiant)

ATTACHMENT C – BID/PROPOSAL AFFIDAVIT

SUBMIT THIS AFFIDAVIT WITH BID

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all Proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland.

"Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

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

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; 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) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

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

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

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

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

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,

(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,

(d) §7205, Fraud and False Statements, or

(e) §7207, Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286, Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D (1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and 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. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

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

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the Bid or Proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

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

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT D – CONTRACT

(Not Submitted with Proposal)

STATE SMALL PROCUREMENT CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made this _____ day of _____, 20____ by and between the **MARYLAND DEPARTMENT OF COMMERCE** (“the Department” or “Commerce”), a principal department of the State of Maryland (the "State"), and _____ (“Contractor”)(collectively the Department and Contractor shall be referred to as the “parties”).

IN CONSIDERATION of the premises and the covenants herein contained, the adequacy and sufficiency of which are duly acknowledged by the parties, the parties agree as follows:

(1) Contractor Information:

- (a) Legal name of Contractor: _____
- (b) Contractor’s Federal TIN/SSN: _____
- (c) Contractor’s Principal Place of Business: _____

(2) Scope of the contract: The Department shall purchase and subscribe to Contractor’s services and Contractor shall provide to the Department _____

_____ all in accordance with the SCOPE OF WORK/LICENSE AGREEMENT/SERVICE AGREEMENT/ETC., attached hereto and incorporated herein as Exhibit A. If there are any conflicts, inconsistencies, differences, or discrepancies between this Contract and Exhibit A, the terms of this Contract shall control.

(3) Contract price: _____ Except with the express written consent of the Procurement Officer, payment to the Contractor for the services required pursuant to this Contract shall not exceed during the entire term of this Contract, including the base term and any option exercised by the State.

(4) Term of the Contract: The term of this contract shall commence on _____. The parties agree and expect that the contract shall continue in full force and effect through _____.

(5) Procurement Officer: The procurement officer responsible for the contract is Donald Kulbicki.

(6) Statutory Requirement: The Contractor shall comply with the provisions of State Finance and Procurement Article, Title 19, Annotated Code of Maryland.

(7) Termination for Nonappropriation: If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

(8) Maryland Law Prevails; Consent to Jurisdiction and Venue in Maryland: The law of Maryland, excluding Maryland choice of forum rules, shall govern the interpretation and enforcement of this Contract. The parties agree that primary jurisdiction over disputes arising under this contract shall be in the Maryland State Board of Contract Appeals, and further that after the parties shall have exhausted all administrative remedies available under Maryland law and regulations for the resolution of procurement contract disputes, exclusive jurisdiction over any such dispute shall lie in the Courts of the State of Maryland and venue shall be only in such courts located in Baltimore City, Maryland.

(9) Disputes: Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

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

(11) Termination for Default: If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department and/or the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the Department and/or the State. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

(12) Termination for Convenience: The Department and/or the State may terminate this Contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. The Department shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

(13) Nondiscrimination: The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.

(14) Anti-Bribery: The Contractor certifies and states under the penalties of perjury that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor 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.

(15) Indemnification:

(a) The Contractor shall indemnify the Department and/or the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

(b) If Contractor owns, obtains or uses for purposes of this Contract or of any subcontracts the rights to use of any design, device, material, process, or work covered by patent, copyright, or trademark registration or subject to the claim of third parties in the nature of patent, copyright or trademark, Contractor shall ensure that the Department is licensed to possess and to use such design, device, material, process, or

work. Contractor shall indemnify the State, the Department, their officials, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, services or other work covered by this Contract. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract. Nothing in this Article 15 shall abrogate or transfer any intellectual property rights of the Contractor in its proprietary information related to its methodologies, methods of analysis, ideas, know-how, methods, techniques and skills possessed prior to this Contract.

(c) The Department and the State have no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

(d) The Department and the State have no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

(e) The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the Department and/or the State in the defense or investigation of any claim, suit, or action made or filed against the Department and/or the State as a result of or relating to the Contractor's performance under this Contract.

(e) State law prohibits the State from incurring, by way of an indemnity agreement, a potentially unlimited liability when no funds have been appropriated to fund the liability, the risk is uninsured, and the indemnity agreement is not conditioned upon the future appropriation of funds to satisfy the liability. Notwithstanding any other provisions of the Contract documents, the State shall have no liability to the Contractor under the circumstances described in this paragraph.

(f) This Section 15 survives the termination of this Contract.

(16) Contract Affidavit: All terms and conditions of the Contract Affidavit, attached hereto and incorporated herein as Exhibit B, are made a part of this contract.

(17) Order of Precedence of Terms: The foregoing State Small Procurement Contract Terms and Conditions shall prevail, control and take precedence over the Contractor's terms and conditions as set out in Exhibit A, or elsewhere in whatever form, to the extent of any conflict, inconsistency, difference, or discrepancy with this State Small Procurement Contract Terms and Conditions. If there are any conflicts, inconsistencies, differences, or discrepancies among the Exhibits, the following order of precedence controls:

- 1) Exhibit A: SCOPE OF WORK/LICENSE AGREEMENT/SERVICE AGREEMENT/ETC.
- 2) Exhibit B: Contract Affidavit

(18) Compliance with Laws: The Contractor hereby warrants that:

(a) It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

(b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

(c) It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

(d) It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(19) Attorney's Fees: If any administrative proceeding, legal action or other proceeding is brought for the construction, interpretation, or enforcement of this Contract or of any provision hereof, or because of any claim, dispute, alleged default, breach or other claim or cause of action in connection with this Contract, the Department and Contractor agree that each party shall bear its own legal expenses and other costs of all kinds incurred in that action or proceeding. Any provision of law or of this Contract to the contrary notwithstanding, the Contractor hereby waives expressly and irrevocably any statutory or other right it has or may have to recover from the Department or the State legal expenses and other costs of all kinds that it may incur in such an action or proceeding with respect to this Contract.

(20) No Waiver: Except as to matters expressly waived by a party as expressly provided elsewhere in this Contract, the failure of any party to insist upon or demand the prompt and punctual performance of any term or condition of this Contract, or the failure of any party to exercise any right or remedy provided in this Contract, by law or otherwise, on

any one or more occasions shall not constitute a waiver of that or any other term, condition, right or remedy on that or any subsequent occasions.

(21) Taxes: The Department shall have no responsibility or obligation for the payment of any federal, state or local taxes of any kind or type whatsoever which become payable by the Contractor or its subcontractors as a result of this Contract. The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates will be completed by the Comptroller of the State upon request.

(22) Severability: If this Contract in its entirety is declared or found to be illegal or unenforceable or void then both parties shall be relieved of all obligations arising under this Contract and the parties shall proceed as in the case of termination for the convenience of the State. If any provision of this Contract is declared or found to be illegal or unenforceable or void then both parties shall be relieved of all obligations arising under such provision, but if such provision does not relate to the compensation to be paid to Contractor by the Department and if the remainder of this Contract shall not be affected by such declaration or finding, then each such provision not so affected shall be enforced to the extent provided by law.

(23) Entire Contract: This Contract, together with the Exhibits incorporated by reference, represents the complete and final understanding of the parties. No other understanding, oral or written, regarding the subject matter of this Contract, may be deemed to exist or to bind the parties at the time of execution.

Accepted for Contractor:

Accepted for Commerce:

Name:
Title:

Name:
Title:

Approved as to form and legal sufficiency:

Assistant Attorney General
Maryland Department of Commerce

ATTACHMENT E – CONTRACT AFFIDAVIT

(Submitted with Awarded Contract Only)

Contract Affidavit.

Mandatory contract addendum. The contract addendum shall be in substantially the same form as follows:

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID Number: _____

Address: _____.

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

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above training 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.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

(2) By submission of its bid or offer, the training, 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 training 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 training' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

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

(d) Not hire or assign to work on the contract anyone who the training 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 training 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 training's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
 - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the training is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Bid Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

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

By: _____ (signature of Authorized Representative and Affiant)

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ATTACHMENT F – GRAPHIC DESIGNER TIMELINE AND DELIVERABLE

Project	Recurrence	Timeline
Annual Report	Annually	
Strategic Plan	Once	<u>Fall 2019</u> : Design Strategic Plan using new branding
Newsletter	Once	Create 12 templates that can be edited by staff each month for consistent branding.
Arts & Entertainment Districts Annual Economic Impact report brochure & map	Annually	<u>November</u> : Design concept <u>December</u> : Creating document, updating new Districts and report information <u>January</u> : Completion
A&E Districts Program Branding and Marketing	Once, updates as needed	Fall 2019
Arts in Education, Poetry Out Loud	Annually	
Creativity Grants winner announcement	Once	Create a one-time template that can be edited by staff each month for consistent branding.
Grants for Organizations		

Public Art	Once	Public Art e-blast template for any type of announcement, call to artists, project announcements
IAA Ceremony	Annually	<u>April:</u> Begin program design <u>May:</u> Input winners and finalize design; coordinate printing <u>June:</u> Program and presentation complete
Maryland Presenting and Touring graphics	As needed	
Maryland Traditions Folklife Program	2019 and as needed	<u>September - October:</u> Branding for Maryland Folklife Network program, to include logos for overall program and each of the 8 regional grantees
Maryland Traditions Folklife Awards Program		<u>March:</u> Secure ad placements and specs needed <u>April:</u> Heritage Awards program design, create ads with consistent branding <u>May:</u> Finalize Heritage Awards program and send to print, finalize any other ads needed
Summit Ads	Annually	<u>February:</u> Meet with MCA & partners to discuss ad options <u>March:</u> Secure ad placements and specs needed <u>March/April:</u> Create ads with consistent branding <u>May:</u> Finalize any other ads needed

MSAC Staff/Council One-pager	As needed	<u>Fall 2019</u> : Once all new staff is on board, update document design
Web-specific graphics for social media channels (Facebook, Instagram, website)	As needed	
Office signage	As needed	
Office stationery (letterhead, envelopes, etc.)	One time	
Exhibitions (catalogs, artist labels, wall text, announcements, gallery book) templates	Quarterly	
Program Announcements/Info (Print and Digital)	As needed	
MSAC Economic Impact	Annually	<u>December/January</u> : Create, finalize & send to print <u>Feb 1</u> : Deadline
Grant Guidelines Template	Once	ASAP
Additional projects	As needed	