UNIVERSITY OF MARYLAND BALTIMORE COUNTY
REQUEST FOR PROPOSAL # BC-20638-P
FOR
ACTUARIAL SERVICES FOR HILLTOP

ISSUE DATE: OCTOBER 27, 2009

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<td>Tuesday, October 27, 2009</td>
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<td>Last Day for Questions:</td>
<td>4:00 PM</td>
<td>Tuesday, November 17, 2009</td>
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<td>Technical Proposal Due Date:</td>
<td>2:00 PM</td>
<td>Tuesday, November 24, 2009</td>
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<td>Price Proposal Due Date:</td>
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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 ailing address in order that amendments to the Request for Proposal 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.
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- **Appendix A:** Technical Proposal Forms
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ACTUARIAL SERVICES FOR HILLTOP

SECTION 1: GENERAL INFORMATION

1.1 Objective. The University of Maryland Baltimore County (UMBC or the University) is soliciting proposals for actuarial services for our Hilltop Institute.

1.2 Background. The University of Maryland Baltimore County, a constituent institution of the University System of Maryland, an agency of the State of Maryland (herein referred to as the “University” or “UMBC”) intends to contract for actuarial services. The Hilltop Institute (formerly the Center for Health Program Development and Management) works with public and non-profit community-based agencies at the national, regional, and local levels to improve the health and social outcomes of vulnerable populations in a manner that maximizes the impact of available resources. Under its Memorandum of Understanding with the Department of Health and Mental Hygiene (DHMH), Hilltop currently calculates the capitation rates for two Maryland Medicaid Managed Care Programs (herein called the HealthChoice and Primary Adult Care Programs). Hilltop is also currently contracted to assist DHMH in designing and implementing managed long term care rates as needed in the future. UMBC will competitively procure the services of an actuary for consulting services to assure the development of actuarially sound rates to be updated annually. The services of an actuarial firm are required for a number of areas including to verify and/or validate the statistical analyses that will be done by Hilltop staff. Collectively, this work will form the basis for setting the rates to be paid to providers in the HealthChoice and Primary Adult Care Programs, effective March 1, 2010 and beyond.

The HealthChoice Program became operational on July 1, 1997. DHMH received an 1115 Waiver from the Federal Government to mandatory enroll certain eligibility groups of its Medicaid population in managed care. Within eight (8) months of the HealthChoice Program becoming operational, the State completed the mandatory enrollment of the eligible population and had 308,000 clients enrolled by the end of February, 1998. As of September, 2009 HealthChoice enrollment has risen to 600,000 eligibles. The State also began to enroll children gaining eligibility for the Maryland Children’s Health Program (MCHP) within the HealthChoice Program beginning in June, 1998. Currently there are approximately 100,000 children enrolled within the HealthChoice Program. Individuals that are not eligible for managed care enrollment include dually eligible clients, institutionalized clients, spend down clients and other clients that receive Medicaid eligibility through special programs, and clients with rare and expensive medical conditions. Currently there are seven (7) MCO’s that are participating in the HealthChoice Program. A more detailed description of the HealthChoice Program and its history as well as the 1115 waiver renewal can be viewed at DHMH’s web site at http://www.dhmh.state.md.us/mma/healthchoice/.

MCO’s that participate in the HealthChoice Program receive risk adjusted payment rates for certain enrollees. Recipients are classified into risk adjusted payment groups using the Ambulatory Care Groups classification methodology developed by Johns Hopkins University. An overview of the rate methodology is provided in Section 2.

The Primary Adult Care Program (herein referred to as “PAC”) became operational on July 1, 2006. Current PAC enrollment is approximately 30,000 recipients. The PAC Program offers limited health services to adults ages 19 – 64 who don’t qualify for HealthChoice. Currently there are five (5) MCO’s that are participating in the PAC Program. A more detailed description of the PAC Program can be viewed at DHMH’s web site at http://www.dhmh.state.md.us/mma/pac/. MCO’s that participate in the HealthChoice Program receive risk adjusted payment rates for certain enrollees. Recipients are classified into risk adjusted payment groups using the Ambulatory Care Groups classification methodology developed by Johns Hopkins University. An overview of the rate methodology is provided in Section 2.

Any new managed long term care program may likely include Medicaid recipients aged 65 or older including dually eligibles or recipients meeting a nursing facility or chronic hospital level of care. The current Medicaid enrollment for this population is about 70,000 recipients. Similar to HealthChoice or PAC Program, capitation rates would likely need to be developed to reimburse MCOs for services provided for this population.
UMBC is a medium-sized, selective, public research university that attracts high-achieving students to its undergraduate and graduate programs in the liberal arts and sciences and engineering. UMBC’s 9328 undergraduates and 1909 graduate students come from 45 states and 90 foreign countries. There are over 35,000 UMBC alumni worldwide.

A campus community rich in cultural and ethnic diversity, UMBC promotes cutting-edge research and creative activity. The 500-acre campus in the suburbs of Baltimore is home to the nationally known Meyerhoff Scholarship Program, the Shriver Hilltop, and a number of major research Hilltops. The South Campus Technology Hilltop and Research Park are located nearby. The campus is supported with an annual budget of approximately $280,000,000.

Founded in 1966, UMBC is a member of the University System of Maryland and is accredited by the Middle States Association of Colleges and Secondary Schools. UMBC is one of the two comprehensive research universities in the University System of Maryland.

Additional information about UMBC can get found at the University’s web site, which is http://www.umbc.edu.

1.3 **Issuing Office/Point of Contact.** The sole point of contact at UMBC for purposes of this Request For Proposal (RFP) is the Procurement Officer:

Ms. Delores R. Pertee  
Contract Administrator  
The University of Maryland, Baltimore County  
Department of Procurement  
Administration Building, Room 301  
1000 Hilltop Circle  
Baltimore, Maryland 21250  
Email: dpertee@umbc.edu  
Telephone: 410-455-3915  
Fax: 410-455-1009

1.4 **Proposer Contacts.** To insure that RFP documentation and subsequent information (i.e., addenda, clarifications, etc.) is directed to the appropriate person(s) within the Proposer’s firm, each Proposer who receives a copy of this solicitation and is interested in participating is required to contact the Issuing Office immediately and provide the following information:

- Name of primary contact (to whom information should be directed)  
- Mailing address of primary contact  
- Telephone number of primary contact  
- Fax number of primary contact  
- E-mail address of primary contact

1.5 **Pre-Proposal Conference.** There will be no pre-proposal conference.

1.6 **Interpretation of RFP.** If the Proposer finds any perceived conflict, error, omission or discrepancy on or between the specifications, attachments, or any of the Contract documents, the Proposer may submit a written request to the Issuing Office for an interpretation or clarification before the deadline for questions and inquiries.

Any interpretation of the Contract documents made by any party other than the Procurement Officer, or in any manner other than a written response, is not binding and the Proposer may not rely upon any such interpretation. The Proposer may not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract documents, or incorrectly assumed conditions regarding the nature or character of the work, if no request for interpretation was made by the Proposer prior to the deadline for questions.
1.7 **Inquiries.** Prospective Proposers may contact the University only at meetings with the Procurement Officer or in written communications with the Procurement Officer. Inquiries may be submitted in writing, faxed or emailed to the Procurement Officer up to **Tuesday, November 17, 2009 by 4:00 pm**, the last day for questions.

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. Copies of the addendum will be forwarded to each known recipient of the RFP and will be posted to the eBid Board at [www.umbc.edu/adminaffairs/procurement/EBidB.shtml](http://www.umbc.edu/adminaffairs/procurement/EBidB.shtml). It is the responsibility of the vendor to check the website frequently until the opening date for addenda, amendments and changes. 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.

1.8 **Addenda Acknowledgment.** Prospective Proposers responding to this RFP must acknowledge the receipt of any, and all, addenda, amendments and/or changes issued. RECEIPT OF THE ADDENDA, AMENDMENT AND/OR CHANGE ISSUED MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE PROPOSERS AND EACH INCLUDED IN THE TECHNICAL PROPOSAL.

1.9 **Closing Date.** Sealed technical proposals must be received no later than **2:00 pm on Tuesday, November 24, 2009** at the following:

University of Maryland Baltimore County  
Department of Procurement  
1000 Hilltop Circle, Administration Building 301  
Baltimore, MD 21250  
Attention: Delores Pertee

**NOTE:** All UMBC mail goes through the UMBC mailroom, so please leave sufficient time for the mail distribution. A mailed (via US Post Office) proposal is not considered "received" until the document reaches the above room at UMBC. Proposals delivered to the campus central mail facility or to locations other than Room 301 in the UMBC Administration Building will not be considered "received" by UMBC until they arrive at Room 301 in the Administration Building and are clocked in. The University will not waive delay in delivery resulting from the need to transport a proposal from another campus location to Room 301, or error or delay on the part of the carrier.

Proposals received after the established closing date and time cannot be considered. Proposers are advised that a proposal is not considered "received" until it is delivered to the specific location; that is, a proposal must be received in Room 301 by the due date in order to be considered. Proposers must allow sufficient time, therefore, to insure that their proposal is "received" in accordance with this paragraph.

1.10 **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.

1.11 **Duration of Proposals.** Proposals submitted in response to this solicitation are irrevocable for 120 days following the closing date. This period may be extended by mutual agreement between the Proposer and the University.

1.12 **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 RFP; or to negotiate with any Proposer, in any manner necessary, to serve the best interest of UMBC and the State of Maryland.
1.13 **Cancellation of the RFP.** UMBC may cancel this RFP, in whole or in part, at any time prior to contract award.

1.14 **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.

1.15 **Minority Business Enterprise (MBE).** A *minimum* MBE subcontract participation goal of 25% of the total amount of the contract has been established for this procurement. This goal applies to all firms regardless of whether the prime contractor is or is not a MBE firm. All proposals must include, in the technical proposal, a statement as to the expected level of MBE participation (prime contractor and subcontractor) that will be involved in this contract. Proposers may propose percentages that exceed the minimum stated. Consideration will be given on the basis of a percentage/value of MBE contract participation. The enclosed “Certified MBE Utilization and Fair Solicitation” form along with the “MBE Participation Schedule” (Appendix A) must be completed and returned with the Technical Proposal, certifying the Proposer’s intent to provide the required MBE participation. In order to be deemed responsive, Offeror must include in the Technical Proposal submittal the following documents: (1) a completed Certified MBE Utilization and Fair Solicitation Affidavit (Appendix A) whereby the Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process; and (2) a completed MBE Participation Schedule (Appendix A) whereby the Offeror sets forth the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of the submission, and specifies the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule. **Failure to comply with this requirement will result in the Proposal being deemed non-responsive and rejected from consideration.**

Within ten (10) days of notification of award, the successful Proposer must provide: (1) an Outreach Efforts Compliance Statement; and (2) an MBE Subcontractor Project Participation Statement (Appendix A).

1.16 **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](http://www.ethics.gov.state.md.us).

1.17 **Subcontractors.** The selected Proposer (“Contractor”) shall be solely responsible for all services as required by this RFP. 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.

1.18 **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:** If the selected Firm is a joint venture firm, all joint venture parties will be held responsible for the contract obligations separately and severally.
1.19 **Contract Agreement.** The contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the Proposer as contractor and UMBC in the form provided in Appendix B of this RFP. 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.

The contract shall consist of (1) the terms, conditions and specifications of this RFP and any appendices, amendments, additions or changes thereto; (2) the Standard Contract found in Appendix B, (3) the University purchase order; and (4) the Proposer’s response to the RFP and any amendments or changes thereto.

1.20 **Order of Precedence:**

The contract between the parties will be embodied in the contract documents, which will consist of those items named in 1.18 above, listed in their order of precedence. Modifications to the Order of Precedence of those items will not be accepted in order to protect the University against obscure, unrecognized conflicts between the solicitation and a Proposer’s proposal. In the event of a conflict, the terms of the University Contract shall prevail.

1.21 **Term of Contract.** The initial contract term shall be for a period of one year beginning on March 1, 2010 and ending on February 28, 2011. The University shall have the option to extend the contract for four (4) additional one-year terms, said options to be exercised at the sole discretion of the University. In the event the University elects to exercise any one or more of the renewal options, the Contractor shall be notified in writing at least sixty (60) days prior to the commencement of the additional one-year term involved.

For a Multi-Year Contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent optional extensions terms, it will be the responsibility of the Contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase not received by that time, will not be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any, shall not exceed the consumer price index for “All Urban Consumers” as published by the U.S. Department of Labor Statistics. For purposes of calculating the potential increase, the Consumer Price Index for the twelve-month period ending at the previous calendar year will be used. For example, if the contract term ends February 28, 2011, the price index for twelve-month period ending December 2010 will be used. Statistics will be referenced as a cap for negotiating purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals, as this is at the sole discretion of the University.

1.22 **Acceptance of Terms and Conditions.** By submitting a proposal in response to this RFP, a Proposer shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP.

1.23 **Public Information Act:**

Proposers should give specific attention to the identification of those portions of their bids/proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the University under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Bidders/Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. A statement in a header or footer on each page or contained in a preface or opening paragraph indicating that the entire bid or each page is deemed confidential is not adequate. Bidders/Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. By submitting a response to this solicitation, the Proposer consents to release of all bid documents with the exception of those specific provisions that are noted confidential, proprietary or a trade secret as defined and set forth in the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.
Any statements requesting to keep portions of the proposal confidential must be included in the cover letter clearly setting forth those specific portions. A mere statement in the preface or notation on each page that the entire proposal is deemed confidential is insufficient for meeting the intent of this requirement nor will Proposers be permitted after the due date and time to designate areas as confidential that were not so noted prior to submission of proposals.

1.24 Payments by Electronic Funds Transfer. By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The successful 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

1.25 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.

1.26 Access to Contractor Records for Quality Assurance and Auditing Purposes. The Contractor and its principal subcontractors must provide access to pertinent records by University personnel or its representatives (including internal auditors, external auditors’ representatives, or agents) to provide quality assurance and auditing.

1.27 Procurement Regulations. This solicitation shall be conducted in accordance with University System of Maryland Procurement Policies and Procedures; the procurement method is Competitive Sealed Proposals. The text of the Policies and Procedures is available at www.USMD.edu/Leadership/BoardofRegents/Bylaws/SectionVIII/.

1.28 Period of Acceptance. The selected Proposer must agree to an acceptance trial of performance not to exceed ninety (90) consecutive calendar days. The period will begin with the issuance of the contract. During the ninety (90) day period, the successful contractor must perform at a rate consistent with the performance specifications set forth in the RFP and confirmed in the selected Proposer’s specifications or proposal. Failure to satisfy the “acceptance trial period of performance” may result in cancellation and re-award of said contract. Final payment shall not be made until such time as the Proposer has successfully completed the period of acceptance.

In the event that the Proposer fails to meet all requirements, the University shall declare the Proposer’s services in default and terminate all agreements, written or verbal, without penalty or obligation to the University consistent with the provisions of the termination for default clause in the contract.

Further, should there be any dispute/discrepancy on acceptability of Proposer’s performance, decisions made by the University will prevail.

1.29 Unable to Submit A Proposal. Proposers that are unable or unwilling to submit a proposal on the requirements stated herein are requested to submit the “No Response Form” (found in Appendix A) indicating why they decided not to respond.
SECTION 2: UMBC REQUIREMENTS/SCOPE OF SERVICES

2.1 PURPOSE OF THE ENGAGEMENT. Services of an actuarial firm are required to verify and/or validate the mathematical computations and statistical analyses that will be done jointly by Hilltop staff. For the HealthChoice Program, the current rate methodology uses a mixture of the ACG risk adjustment methodology and rate cells that are based upon the demographic characteristics of the client. Clients with more than six (6) months of eligibility are assigned to a risk adjusted rate cell based upon an analysis of their inpatient and outpatient claims. New clients and clients with less than six (6) months of eligibility are assigned to demographic rate cells using their age, sex, and the program under which they gained Medicaid eligibility. The PAC Program also incorporates ACG risk adjustment methodology, but it is calculated at the MCO level and not the individual level.

2.2 SCOPE OF SERVICES. The services of an actuary are required to compute and certify a range of rates for both the HealthChoice and PAC programs under the existing methodology for CY 2011 and beyond. In the event of a new managed long term care program, a new rate methodology will be developed in conjunction with Hilltop.

The requirements below are titled either “MANDATORY” or “DESIRABLE”. For the sections labeled “MANDATORY”, failure to meet a mandatory requirement shall disqualify a proposal and it shall not be considered. Your technical score will include scores based on your ability to meet or exceed the requirements listed in the “DESIRABLE” sections. This can only be evaluated through your full explanation of your capabilities to perform the requirement. Therefore, you are strongly urged to reply to each item in detail. The vendor must indicate their ability to meet each requirement below by checking the appropriate “Yes” or “No” line, in additional to elaborating through comments and clarifications in the additional space provided or on a separate, well-outlined appendix.

2.2.1 MANDATORY REQUIREMENTS

The successful firm will be required to perform the following tasks under this contract.

2.2.1.A HealthChoice Rates

Services to be performed in the development of HealthChoice Rates

i. Revisions to prior years rates for specific change:
   a. Revision to the Calendar Year (CY10) rate schedule to reflect mid-year adjustments by HSCRC for inpatient and outpatient hospital rate.

   Yes_____ No_____  
   __________________________________________________________________________________________

b. Revision to the CY10 rate schedule to reflect mid-year adjustments as required by HealthChoice Regulations.

   Yes_____ No_____  
   __________________________________________________________________________________________
Development of actuarially sound CY 2011 HealthChoice Rate Range

ii. Validation of CY08 base PMPM’s developed from health plans’ submitted HealthChoice Financial Monitoring Reports (referred to as “HFMRs”) including review of adjustments made by independent auditors and actuaries evaluating incurred but not reported claim reserves and review of adjustments made by the Hilltop.

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iii. Development of managed health care trend estimates and administrative cost inflation estimates including:

- Analysis of HSCRC hospital data, encounter hospital, physician, and pharmacy data, year-over-year HFMR data by category of service, and trend information from other sources (DOI filings, neighboring trends in other states, CPI, PPI, macro-economic indices, commercial health care marketplace indicators, etc.)

- For entire trend data period, incorporation of ‘claims lag’ effects, where appropriate; nullification of programmatic changes; separation of encounter reporting improvement effects; separate identification of demographic shifts; aging and morbidity effects, where necessary; and other such adjustments necessary to estimate pure medical inflation not affected by other factors (normalized).

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iv. For the time period spanning the base data year to the contract year, evaluation and development of specific adjustments to be applied to the CY08 financial base (for example, programmatic changes, benefit carve outs, existing efficiency adjustments)

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v. Development of loading assumptions for administration, profit, and risk contingency that stay consistent with the State’s goals for CY11

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vi. Development of relational modeling adjustments for factors like:

- Changes in the version of JHU’s ACG model to be used for categorizing health plan enrollees
- Encounter data reporting improvement
- Aging and morbidity effects outside of the risk cells structure
- Smoothed impacts on health plan revenue streams
- Other standard issues addressed in prior years

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vii. Review of consistency of adjustments with the RAC assignment methodology applied by Hilltop
   Yes_______ No______
   _______________________________________________________________________

viii. Review of regional analyses performed by Hilltop
      Yes_______ No______
      _______________________________________________________________________

ix. Providing the mid-year and calendar year rate certification letters for CMS and health plans
    Yes_______ No______
    _______________________________________________________________________

x. Providing the methodology document and CRCS tables for Hilltop
    Yes_______ No______
    _______________________________________________________________________

xi. Development of materials for two presentations (1) preliminary trends and (2) final trends and rate development to the health plans
    Yes_______ No______
    _______________________________________________________________________

xii. On-site trips by two actuarial team members for each of two presentations to the health plans
     Yes_______ No______
     _______________________________________________________________________

xiii. Project management and periodic conference calls with Hilltop
      Yes_______ No______
      _______________________________________________________________________

ixv. Incorporate impact of introduction of new drugs, removal of patent protection from existing drugs into pharmacy trend development
     Yes_______ No______
     _______________________________________________________________________

xv. Initial trend factors will include HSCRC and encounter data for dates of service through December 2009, and more current data as available
     Yes_______ No______
     _______________________________________________________________________

xvi. Peer review of analysis performed by Hilltop in response to issues raised by MCOs, such as HealthChoice expansion and substance abuse
     Yes_______ No______
     _______________________________________________________________________
2.2.1.B PAC Rates

Services to be performed in the development of PAC Rates

i. Revisions to prior years rates for specific change:
   a. Revision to the CY10 rate schedule to reflect mid-year adjustments by HSCRC outpatient hospital rate.
      Yes____ No____  

   ___________________________  

   b. Revision to the CY10 rate schedule to reflect mid-year adjustments as required by regulations.
      Yes____ No____  

   ___________________________  

Development of actuarially sound CY 2011 PAC rate range

ii. Validation of CY08 base PMPM’s developed from health plans’ submitted PAC Financial Monitoring Reports (referred to as “PFMRs”) including review of adjustments made by independent auditors and actuaries evaluating incurred but not reported claim reserves and review of adjustments made by the Hilltop.
      Yes____ No____  

   ___________________________  

iii. Development of managed health care trend estimates and administrative cost inflation estimates (as needed, distinct from HealthChoice) including:

      Analysis of encounter data, year-over-year PFMR data by category of service, and trend information from other sources (DOI filings, neighboring trends in other states, CPI, PPI, macro-economic indices, commercial health care marketplace indicators, etc.) For entire trend data period, incorporation of ‘claims lag’ effects, where appropriate; nullification of programmatic changes; separation of encounter reporting improvement effects; separate identification of demographic shifts; aging and morbidity effects, where necessary; and other such adjustments necessary to estimate pure medical inflation not affected by other factors (normalized).
      Yes____ No____  

   ___________________________  

iv. For the time period spanning the base data year to the contract year, evaluation and development of specific adjustments to be applied to the CY08 financial base (for example, programmatic changes)
      Yes____ No____  

   ___________________________  

v. Development of loading assumptions for administration, profit, and risk contingency that stay consistent with the State’s goals for CY11
      Yes____ No____  

   ___________________________
vi. Development of relational modeling adjustments for factors (as needed)  
Yes__________ No__________  

vii. Review of consistency of risk adjustment methodology applied by Hilltop  
Yes__________ No__________  

viii. Providing the mid-year and calendar year rate certification letters for CMS and health plans  
Yes__________ No__________  

ix. Providing the methodology document and CRCS tables for Hilltop  
Yes__________ No__________  

x. Two on-site trips by two actuarial team members for presentations to the health plans to be in conjunction with HealthChoice on-site trips [refer to Section 2, Item A.1.a.xii]  
Yes__________ No__________  

xi. Project management and periodic conference calls with Hilltop  
Yes__________ No__________  

xii. Incorporate impact of introduction of new drugs, removal of patent protection from existing drugs into pharmacy trend development  
Yes__________ No__________  

xiii. Encounter data for dates of service through March 2010, and more current data as available  
Yes__________ No__________  

xiv. Peer review of analysis performed by Hilltop in response to issues raised by MCOs, such as HealthChoice expansion impact on the PAC population and substance abuse  
Yes__________ No__________
2.2.2 DESIRABLE / OPTIONAL REQUIREMENTS

Please provide information on the methodologies you will use to accomplish the following.

2.2.2.A Additional Services to be performed in the development of either HealthChoice or PAC Rates on an as-needed basis:

i. Re-work due to errors in or modifications to data provided to actuary
   Yes_____ No_____  
   ________________________________  

ii. Making adjustments for shifts in methodologies by HSCRC. This includes but is not limited to reviews of HSCRC’s approach to formalizing the impact of Medicaid FFS DRG day limits on Medicaid MCO costs and changes to the outpatient unit cost rate update process.
   Yes_____ No_____  
   ________________________________  

iii. Analyses of and adjustments to data needed to rate setting base to comply with any new changes to the existing CMS checklist on any new Federal regulations.
   Yes_____ No_____  
   ________________________________  

iv. Estimation of new health plan specific efficiency adjustments not currently implemented to reflect the State’s expectations of improvement in the health care delivery system of each plan
   Yes_____ No_____  
   ________________________________  

v. Modifications to existing risk adjustment methodologies
   Yes_____ No_____  
   ________________________________  

vi. New types of analyses not addressed in prior years (a past example would be addressing better matching of payments to low birth premature babies health costs incurred by health plans)
   Yes_____ No_____  
   ________________________________  

vii. Any methodological changes needed to revise rate schedules after the final on-site rates presentation to the MCOs
   Yes_____ No_____  
   ________________________________
viii. Any additional on-site meetings with Hilltop staff and/or health plans over the number planned for above
   Yes______ No______
   ________________________________________________________________

ix. Any additional research or analysis to address unanticipated health plan issues
   Yes______ No______
   ________________________________________________________________

x. And, as with any project, data received late than scheduled but with no corresponding flexibility in deliverable dates of results would necessitate the use of additional and/or more senior actuarial staff and result in higher fees. In other words, non-timeliness in transmission of data files to actuary would result in increased analysis costs incurred by actuary
   Yes______ No______
   ________________________________________________________________

xi. Assist as needed the awarded new contractor to maintain a smooth transition of actuarial support due to the change in contracted firms.
   Yes______ No______
   ________________________________________________________________

2.2.2.B Services to be performed in the development of manage Long Term Care Rates (if implemented)

   The successful firm will be required to perform the following tasks under this contract:

i. Review, evaluate and assist as needed in the overall development of the prospective payment methodology for managed Long Term Care rates.
   Yes______ No______
   ________________________________________________________________

ii. Review, evaluate and recommend modifications to the methodology (where appropriate) used to derive the base year (2008) Fee-for-services (FFS) equivalency cost for waiver eligible populations.
   a. Compute the base year PMPM cost for clients that were the defined payment groups based upon an evaluation of their FFS data.
      Yes______ No______
      ________________________________________________________________

   b. Compute base year PMPM cost for clients that were assigned to risk adjusted groups as appropriate.
      Yes______ No______
      ________________________________________________________________

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iii. Review, evaluate and recommend modifications to the methodology used to project the base year Fee for Service equivalency payments forward to derive the capitation rates for waiver implementation years, including:
   a. Compute the annual inflation factors;
      Yes_______ No_______
   b. Computation of programmatic changes to base rates as appropriate;
      Yes_______ No_______
   c. Evaluation for risk sharing and stop-loss (if needed) provisions, with different levels of risk sharing between MCOs and DHMH as the reinsurer;
      Yes_______ No_______
   d. Computation of final managed care savings adjustments to rates as appropriate;
      Yes_______ No_______
   e. Evaluation of geographic regions that could be used to reimburse MCOs;
      Yes_______ No_______
   f. Assist in the preparation of a data book of Medicaid expenditures and utilization to be provided to the potential and existing MCOs;
      Yes_______ No_______
   g. Assist in the development of risk assessment measurement tools as directed by Hilltop;
      Yes_______ No_______
   h. Providing the rate certification letter for CMS and health plans
      Yes_______ No_______
   i. Providing the methodology document and CRCS tables for the Hilltop
      Yes_______ No_______
j. Assist in the development of a rate methodology that does not rely on historical Medicaid FFS data for Calendar Year 2014 rate setting and beyond;
   Yes______  No______  

k. On-site trips by team members for presentations to the health plans as needed
   Yes______  No______  

iv. Evaluate, advise and assist in the calculation of relative value weights used in the final MCO capitation rate calculations.
   a. Adjust the relative values for each rate cell for predicted changes in the Medicaid caseload;
      Yes______  No______  

   b. Revise relative values if appropriate to maintain stability in the rate cells from year to year.
      Yes______  No______  

v. Review, evaluate and recommend modifications to the proposed financial reporting and tracking system for MCOs.
   a. Review the financial reporting format and suggest modifications at the appropriate time;
      Yes______  No______  

   b. Evaluate methodology to access the financial position of participating MCOs;
      Yes______  No______  

   c. Recommend procedures and methods to be used to evaluate the processes used by the MCOs in the preparation of the financial reports.
      Yes______  No______  

   d. Recommend procedures to ascertain MCO profit/loss in the Medicare and Medicaid programs for MCO enrollees
      Yes______  No______  

vi. Assist in the evaluation of the impact of utilizing encounter and/or other data utilized to assign clients to risk adjusted rate cells.
   a. Assist in the evaluation of the impact of encounter versus Fee for Service data on the distribution of clients across risk adjusted rate cells.
      Yes_______ No_______
      ________________________________________________________________

   b. Assist in the evaluation of the completeness of encounter and/or other data sources (such as functional assessment data, MDS, and related sources).
      Yes_______ No_______
      ________________________________________________________________

   c. Assist in the study of the impact of any missing encounter and/or other data sources.
      Yes_______ No_______
      ________________________________________________________________

   d. Develop a methodology to incorporate encounter and/or other data sources in trend factor calculations.
      Yes_______ No_______
      ________________________________________________________________

vii. Assist in ad hoc analyses to evaluate the impact of programmatic changes.
   a. Utilize financial reports to evaluate the impact of changes on the MCO’s financial performance.
      Yes_______ No_______
      ________________________________________________________________

   b. Perform analyses of Fee for Service data to determine the impact of changes on capitation rates.
      Yes_______ No_______
      ________________________________________________________________

   c. Prepare and evaluate financial projections of program changes.
      Yes_______ No_______
      ________________________________________________________________

2.3 Assignment of Personnel

The University reserves the right to approve all personnel assigned to this contract. Once the contract has been awarded, the assigned personnel may not be changed without prior written approval of the University. However, the University reserves the right to determine that any personnel assigned to the contract are unqualified and to require a replacement within 72 hours of such a determination. An Amendment to the contract will be issued for changes in personnel.
SECTION 3: PROPOSALS, EVALUATION AND FORMS

PROCUREMENT PHASES

ARTICLE 1

SUMMARY OF PROPOSAL SUBMITTALS/PRESENTATIONS: Responses to the RFP solicitation #BC-20638-P are to consist of the following:

3.1.1 Technical Proposal Submittal (see Article 2 of this Section 3 for detailed information): All Proposers will be required to submit one (1) original and five (5) copies [for a total of six (6) sets] of the Proposal, which are due by Tuesday, November 24, 2009, no later than 2:00 p.m. to the Issuing Office. (Refer to Section 1, Item 1.3 for more details.) UMBC reserves the right to photocopy additional copies of any or all parts of the proposal for the evaluation and selection process.

3.1.2 Oral Presentations/Video Conferences As part of the Technical Evaluation, the University reserves the right to request that Proposers make oral presentations (or video conference) in conjunction with their written proposals. Proposers are not permitted to disclose or discuss any financial information during these presentations. Doing so may result in rejection of the proposal. In the event that the University decides not to have presentations, the University reserves the right to make an award based upon the information submitted without presentations. Therefore, Proposers must be certain that proposals are clear and complete when submitted and not rely upon such presentations to present information and/or clarify proposals.

For this solicitation, the University anticipates that it will schedule presentations of not more than 90 minutes with all Proposers whose proposals have been deemed to be reasonably susceptible of award. The following dates have been set aside for the presentations: Wednesday, January 6, 2010, between 8:00 a.m. – 5:00 p.m., and Thursday, January 7, 2010 between 8:00 a.m. – 5:00 p.m. Proposers must make sure that the following people are available to attend the presentation (or video conference) on these dates – proposed Account Representative and their supervisor, and other staff that may be needed to clarify items in the proposal. A letter confirming the date and time, as well as outlining the agenda for the Oral Presentation for each short-listed firm will be sent to the qualifying Proposers by December 16, 2009.

3.1.3 Price Proposal. Price Proposals are not requested at the time of submission of the Technical Proposal. Rather, Price Proposals will be requested only from those Proposers who are short-listed after the Second Phase Technical Evaluation. A sample Price Proposal form is included in Appendix C. The due date and time for price proposals is anticipated to be Friday, January 22, 2010 at 2:00 p.m. (See Article 4 of Section 3 for further details).

END OF SECTION 3, ARTICLE 1
SECTION 3: PROPOSALS, EVALUATION AND FORMS

TECHNICAL PROPOSAL REQUIREMENTS

ARTICLE 2

3.2.1 TECHNICAL PROPOSAL: The Technical Proposal must be submitted as a single submittal in a sealed container. The container shall have the Proposer's name, the RFP Title and RFP number prominently displayed, together with the word, "PROPOSAL", and shall be delivered on, or before, TUESDAY, NOVEMBER 24, 2009, on or before 2:00 p.m. to the UMBC's Procurement Services at the address noted in "Section 1 of the RFP as "The Issuing Office". One (1) original and five (5) copies [for a total of six (6) sets] are to be provided.] The original is to be clearly labeled.

3.2.2 TECHNICAL PROPOSAL REQUIREMENTS:

1. Transmittal Letter. A transmittal letter prepared on the Proposer's business stationery must accompany the original and all copies of each required volume. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind his/her firm to all statements, including services and prices, contained in the proposal and any RFP addenda. The letter shall include the Name and Address of Proposer, as well as, the person(s) [include a telephone number, telefax number, and e-mail address] responsible for responding to any inquiries or other correspondence related to this RFP or the Proposer's proposal. The letter must also provide detailed information itemizing and explaining any exception to the terms, conditions, and requirements set forth in this RFP.

2. Proposal Criteria. Clear, concise, yet detailed responses to Section 3.2.3 below are to be provided in the proposal.

Note: If the Proposer has multiple firm locations, UMBC is interested in the capabilities and experience of the office that will primarily provide the service to UMBC. Unless otherwise stated below, all requested information about the Proposer is required to be specifically limited to the local office that will serve UMBC's needs.

3. Signing of Forms. The proposals, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

4. Proposal Affidavit. University Procurement policies require that each proposal submitted by a firm include a signed Proposal Affidavit. A copy of this Proposal Affidavit is included in Appendix A of this RFP. Proposers must complete, sign and return this affidavit.

5. Insurance. A CERTIFICATION FROM AN AUTHORIZED BROKER OR AGENT THAT ALL REQUESTED COVERAGES ARE AVAILABLE AND WILL BE PROVIDED TO THE CONTRACTOR UPON AWARD OF THIS CONTRACT MUST BE PROVIDED WITH THE TECHNICAL PROPOSAL. (See Appendix D, Section 3.17)

6. Acknowledgement Of Receipt Of Addenda Form. If any addenda to the solicitation documents are issued prior to the due date and time for proposals, this form (found in Appendix A) is to be completed, signed, and included in the Proposer's Technical Proposal.
3.2.3 TECHNICAL PROPOSAL CRITERIA

The following information must be furnished in the firm's Technical Proposal submittal. Failure to include any of the items listed below may disqualify a firm's response. Criteria are listed in order of importance. Proposer should describe in detail and provide evidence supporting the qualifications below.

All Proposers are to compile their proposals in the order listed below and in response to this RFP. Tabs or dividers are requested in the proposal to separate each criteria response and pages are to be numbered.

3.2.3.1 Statement of Approach – The proposer is to provide a narrative which will define who they are, what they do and what they can do for the University with respect to the objectives of this project. The proposer must indicate how their firm/team would approach this account, and also include the method(s) and procedure(s) to be followed in the transition of their firm assuming this contract arrangement. The purpose of this narrative is not only to outline the tasks to be accomplished in a logical manner, but also to display full comprehension of the services to be provided including, but not limited to, those mandatory items noted in Section 2.2 “Scope of Services” for this RFP. This plan should be in sufficient detail to permit proper evaluation by the University and should include specific information pertaining to quality of service, quality controls, staffing, etc.

a. Provide a description of the procedures that will be implemented to ensure proper and accurate analysis and evaluation of data.

b. Provide an implementation schedule which outlines both the time frame needed for your firm to become fully operational with respect to this account, and the steps which will be taken to begin on March 1, 2010 and fulfill the “Scope of Work” requirements during the first six (6 months) of the contract term.

3.2.3.2 Firm Experience/References. Proposers must submit information on handling contracts of this nature. The firm must have a strong background in capitation rate setting including experience with the use of risk adjusted payment methodologies. It is required that the successful proposer have previous experience in working with risk adjustment methodologies and CMS’s actuarial requirements.

Complete an “Experience Form” (found in Appendix A) for three (3) locations presently managed under contract and provide the dollar value of each contract. At least two of the three, and preferably all three, should be in an academic environment and similar in size and scope to the University of Maryland Baltimore County, or under contract with a Government Agency. The contracts should be within the last three (3) years.

References: Provide at least three (3) references (references may be inclusive of those from the experience list above) of locations which are presently serviced by your company. Provide contact name, address, telephone number and account name and location for each reference. It is imperative that accurate contact names and telephone numbers be given. All references should include a contact person that can comment on the firm’s ability to handle an account of this type. All references should be current – three years or less. The University reserves the right to use itself as a reference, where applicable, and/or contact additional references which are known to the University but may not have been provided by the Proposer. By submitting a response to this solicitation, the Proposer consents to such reference contact and hereby releases the University from any liability on the basis of its attempts to obtain information from all such references and all persons and entities providing information from any liability and damages incurred as a result of furnishing this information.
3.2.3.3 **Key Personnel.** The Proposer must submit information on the persons to be assigned to this account upon award. The information should clearly show the training and experience in capitation rate setting and risk adjustment methodologies in particular.

List the name of the primary account representative(s) who will be assigned to this account. Complete a “**Key Personnel Form**” (found in **Appendix A**) on this person. Information to be provided on this person includes a) educational background; b) employment background including positions held and durations; c) prior account experience inclusive of the role the person played on the accounts; and d) references. Please note the estimated percentage of time this person will commit to this account.

Also, provide three (3) references on the primary account representative. Such references must be able to comment on the person’s performance in the role assigned in this proposal. All references will be held in the strictest of confidence.

Please note: If more than one person is assigned to this account, Proposer must complete a “**Key Personnel Form**” on each person as well as explain the roles each person will perform and how they will interact with the University. It is the University's preference to have a single point of contact.

3.2.3.4 **Company Profile.** Complete the Company Profile form found in **Appendix A** which includes a description of your company and its history, the management and ownership structure.

3.2.3.5 **Financial Stability of the Company.** Proposer must include in their RFP an Annual Report or statement of financial either of which must be prepared by an independent certified public accountant (“CPA”) to demonstrate financial solvency and the financial ability to handle the requirements of the contract. The report or statement must include widely recognized and accepted financial ratios such as the following:

i. To determine short-term solvency: Current ratio and acid test ratio
ii. To determine long-term solvency: Debt to equity ratio and debt to total assets
iii. To determine operational efficiency: Asset turnover and receivable turnover

3.2.3.6 **MBE Forms.** The MBE Forms in **Appendix A** are to be completed and returned with the proposal (See Section 1.15).

3.2.3.7 **Maryland Economic Impact Statement.** As a part of the technical proposal, Proposers must demonstrate in their proposal how the contract will benefit the Maryland economy, if awarded to the Proposer. Proposers must demonstrate in their proposal how the contract will benefit the Maryland economy, if awarded to the Proposer. The economic benefits analysis may include but is not limited to consideration of such factors as:

i. The Proposer’s intended procurements from Resident Maryland subcontractors, supplies or joint venture partners.
ii. The number of jobs generated in Maryland.
iii. The amount of percentage of subcontract dollars placed with resident Maryland small businesses and resident Maryland MBE’s (certified by Maryland Department of Transportation).
iv. Tax revenues attributed to the contract, which will be paid to Maryland and/or its political subdivisions.
v. Such other factors directly or indirectly attributable to the contract, which supports the Maryland economy. Proposer may include a discussion of how the firm has contributed to the Maryland economy.

**END OF SECTION 3, ARTICLE 2**
SECTION 3: PROPOSALS, EVALUATION, AND FORMS

ORAL PRESENTATIONS/VIDEO CONFERENCE

ARTICLE 3

3.3.1 **OVERVIEW.** Only those Proposers who are short-listed, based on the initial proposal evaluation, will be requested to attend an Oral Presentation/Video Conference at the University.

3.3.2 **SCHEDULE.** The date and time of the Oral Presentations/Video Conferencing sessions will be set by the University upon completion of the initial proposal evaluation, however, these sessions are anticipated to be held between **Wednesday, January 6, 2010 and Thursday, January 7, 2010 between 8:00 a.m. – 5:00 p.m.** on either day. Proposers are advised to set these dates aside to avoid any conflicts. The actual time and date will be verified with the applicable Proposers at the time it is requested. The time and date is at the sole discretion of UMBC.

3.3.3 **PURPOSE.** The purposes of the Oral Presentation/Video Conference are as follows:

3.3.3.1 To allow the University to meet the Proposer’s key people who will interact with the university should the Proposer be awarded a contract;

3.3.3.2 To provide an opportunity to clarify the scope of services for this contract and the Price Proposal form.

The Oral Presentations/Video Conferences will be informal as the University is not interested in a marketing presentation; rather, the University is requesting an opportunity to meet the Proposer’s key people and get a thorough overview of the services offered in the proposal.

Upon completion of the Oral Presentations/Video Conferences, the University will conduct the Second Phase Evaluation as described in “Section 4”.

END OF SECTION 3, ARTICLE 3
SECTION 3: PROPOSALS, EVALUATION, AND FORMS

PRICE PROPOSAL

ARTICLE 4

3.4.1 **OVERVIEW.** Price Proposals are not requested at the time of submission of the Technical Proposal. Rather, Price Proposals will be requested only from those Proposers who are short-listed after the Second Phase Technical Evaluation. An addendum will be issued at the time in which Price Proposals are requested to confirm the due date and time.

3.4.2 **PRICE PROPOSAL PHASE.** The Price Proposal must be submitted in a sealed container. The container shall have the Proposer’s name, the contract name and the RFP number prominently displayed, together with the words “PRICE PROPOSAL”.

3.4.2.1 **Price Proposal Form:** A sample Price Proposal Form is included in Appendix B for information only. Below please find the anticipated pricing structure, however, this structure may evolve as the procurement progresses. At the time requested, the final Price Proposal form will be provided to the applicable proposers.

Due to the different scope of services to be performed by the successful proposer in Section 2 of this RFP, separate payment structures (hourly rate) will be required and distinct financial proposals are required for the three subsections below. The evaluation criteria for the Price Proposal is as follows:

(i) Section 2.2.1.A and 2.2.1.B – Proposer must submit a Price Proposal which sets forth a fixed payment amount for all tasks described within these sections. **This section will be included in the financial evaluation phase.**

**Sections 2.2.2.A and 2.2.2.B are Optional Services that will be used on an as-needed basis and will therefore not be considered in the financial evaluation.**

(ii) Section 2.2.2.A – It is anticipated that the total number of hours required will be approximately 100 hours.

(iii) Section 2.2.2.B – For the basis of evaluation, it is anticipated that the total number of hours required will be approximately 400 hours.

The approximate hours in Sections 2.2.2.A and 2.2.2.B are not a guaranteed maximum or minimum. **The successful proposer will be paid only for work completed. Payments will be made** on an hourly basis. Proposers must submit a financial proposal which sets forth the hourly rate, and any fees or reimbursables. Reimbursements will be made at cost only. Proposer will not be reimbursed for expenses associated with the normal cost of doing business (e.g., telephone calls to university, attendance at meetings, deliverables). Expenses to be reimbursed may include such items as requested overnight delivery, multiple copies of documents, etc. Any travel requested will be reimbursed at the standard University rate. Fees structured on a cost plus percentage of cost basis will not be permitted. Proposer must propose a rate structure as a single blended rate reflecting their estimate of the staff skills needed.

The Price Proposal shall be filled out completely in ink or typed. Any erasures and/or alterations to the Proposer’s pricing shall be initialed in ink by the signer. **Please note, however, that no changes, alterations or additions to the Price Proposal Form are permitted.**

3.4.2.2 **Price Proposal Due Date/Time.** The due date and time for price proposals is anticipated to be **Friday, January 22, 2010 at 2:00 p.m.** Price Proposals will be opened privately.
SECTION 3: PROPOSALS, EVALUATION, AND FORMS

EVALUATION AND SELECTION PROCEDURES

ARTICLE 5

3.5.1 Evaluation and Selection Committee.

All contractors’ proposals received by the closing deadline will be reviewed. The Procurement Officer shall establish an Evaluation and Selection Committee to review and evaluate the proposals. The Committee may request additional technical assistance from any source.

3.5.2 Evaluation Procedure

3.5.2.1 Qualifying Proposals

The Procurement Officer shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will normally disqualify a contractor’s proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. The contractor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Each section of the proposal will be evaluated according to the criteria listed below. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals, unless specifically requested by the University.

The intent of this RFP is to provide Contractors an opportunity to present their qualifications, experience, and approach to providing the scope of services in relation to the needs of UMBC. The manner in which the proposing team presents their qualifications will be regarded as an indication of how well the Proposer’s philosophy, approach, organizational culture, working style and communications style fit with the University’s. Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

3.5.2.2 Technical Evaluation

After compliance with the mandatory requirements in this RFP has been determined, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria. Proposals are evaluated to determine which proposal is most advantageous to the University. The process involves applying the evaluation criteria contained in the RFP, comparing the proposals to each other, and ranking the proposals from most to least advantageous. Proposals must meet a minimum of 75% of the technical points available in both the initial and second-phase technical evaluations in order to move forward in the procurement process. The Technical Evaluation carries more value than the Price Proposal. If used in the evaluation process, numerical point scores will be useful guides but will not be the sole factor in determining the award. The decision for the award will not be made solely by the raw scores themselves, but rather by the strengths, weaknesses, advantages, and deficiencies that the scores represent.

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

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the University’s best interest.
.1 **Initial Technical Evaluation.** An evaluation of the Technical Proposals will be conducted by the University’s Evaluation and Selection Committee. The order of importance of the technical criteria is as follows:

1. Statement of Approach
2. Firm Experience/References
3. Key Personnel/References
4. Company Profile
5. Stability of the Company
6. MBE Participation

Firms will be ranked. Those proposals not considered “to be reasonably susceptible of being selected for award” may be rejected after evaluation of the Technical Proposals and will not progress further in the procurement. A short list will be developed based on the initial technical evaluation results. Upon completion of the initial technical evaluation, all proposers will be notified as to the results of the initial technical evaluation of his/her firm’s technical proposal. Only those firms that achieve 75% or better of the technical points will be short-listed to advance in the procurement process.

.2 **Oral Presentations/Video Conferences.** As noted previously and based on the Committee’s initial review of proposals, the University intends to invite, without cost to itself, the short-listed firms to conduct an Oral Presentation (or Video Conference) to further clarify their proposals and demonstrate their capabilities as further consideration in the selection process. Only those contractors who are to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in the process.

.3 **Second Phase Technical Evaluation.** Following the Oral Presentation/Video Conference sessions held with the short-listed firms, a Second Phase Technical Evaluation will be conducted. The order of importance of the technical criteria will remain the same as 3.5.2.2.1 above.

In the Second Technical Evaluation, all information provided by the Proposer in the Technical Proposal will be re-evaluated based on the discussions with the short-listed firms at the Oral Presentation/Video Conference session. Only those firms that achieve 75% or better of the technical points will be short-listed to advance in the procurement process.

.4 **Final Technical Evaluation.** The University will establish a ranking of technical proposals from highest to lowest. If a numerical point scoring system is utilized, scores will be normalized, that is the highest ranked proposal will receive 100% of the available technical score with subsequently lower ranked proposals receiving proportionately lower scores. A second shortlist may result from this evaluation. Upon completion of the second phase technical evaluation, all proposers will be notified as to the results of the second phase technical evaluation of his/her firm’s technical proposal.

3.5.3 **Price Proposal Phase.** Upon completion of the Second Phase Technical Evaluation, only those firms whose technical proposal remain short listed (maintains a minimum of 75% of the technical points available) will be requested via an addendum to submit a Price Proposal. The due date and time for price proposals is anticipated to be **Friday, January 22, 2010 at 2:00 p.m.**

3.5.3.1 **Price Evaluation.** Price Proposals will not be opened publicly. Price Proposals will be ranked from the lowest to highest cost among those proposals that best meets the requirements of the RFP. **The costs for the Optional Services will not be considered in the pricing evaluation.**

3.5.3.2 **Final Price Evaluation.** The University will establish a financial ranking of the proposals from lowest to highest total offers. If a numerical rating is utilized, the lowest evaluated total offer will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionately lower points.
3.5.4 **Discussions.** The University reserves the right to recommend a Proposer for contract award based upon the Proposer’s technical proposal and price proposal without further discussions. However, should the Committee find that further discussion would benefit the University, the Committee shall recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the University, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Proposer(s).

3.5.5 **Best and Final Offers.** When in the best interest of the University, the Committee may recommend and the Procurement Officer may permit qualified Proposers to revise their proposals by submitting "Best and Final" offers either during the Technical Phase and/or the Price Proposal Phase of this procurement.

3.5.6 **Final Ranking and Selection**

Following evaluation of the technical proposals and the price proposals, the Evaluation and Selection Committee will make an initial overall ranking of the proposals and recommend to the Procurement Officer the award of the contract to the responsible Offeror(s) whose proposal(s) is/are determined to be the most advantageous to the University based on the results of the final technical and financial evaluation in accordance with the University System of Maryland Procurement Policies and Procedures. **Technical merit will have a greater weight than financial in the final ranking.**

Award may be made to the proposal with a higher technical ranking even if its cost proposal is not the lowest. The decision of the award of the contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Contractor that provides the best overall value to the University.

The University may select one or more Contractors to further engage in negotiations, including terms of a contract and other issues to be incorporated into the contract. The University reserves the right to make an award with or without negotiations.

END OF SECTION 3
SECTION 4: TERMS AND CONDITIONS OF THE PROPOSAL

4.1 **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 Officer per “Section 1” of the RFP. A Proposer’s misinterpretation of requirements shall not relieve the Proposer of responsibility to accurately address the requirements of the RFP or to perform the contract, if awarded.

4.2 **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.

4.3 **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 an Proposer that their entire proposal is confidential or proprietary will not be upheld.

4.4 **Interviews/Oral Presentation.** Vendors who submit proposals may be required to make individual presentations to the university representatives.

4.5 **Evaluation of Proposals.** Contract Award will be made to the responsible Proposer(s) whose proposal best meets the needs of the University as determined by the Procurement Officer. All proposals will be evaluated by an University evaluation committee. After considering the factors set forth in this RFP, 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 the University.

4.6 **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 in Appendix A of the RFP.

4.7 **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 RFP.

4.8 **Multiple Proposals.** Vendors may not submit more than one proposal.

4.9 **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.
4.10 **Contractor Responsibilities.** The University of Maryland Baltimore County shall enter into contractual agreement with the selected offering vendor(s) only. The selected vendor(s) shall be responsible for all products and/or services required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. UMBC’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 UMBC 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.

4.11 **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.

4.12 **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.

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

4.14 **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 knew 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.

4.15 **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 seek advice 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.

END OF SECTION 4
APPENDIX A

Technical Proposal Forms

Firm Experience Form
Key Personnel Form
Company Profile
Bid/Proposal Affidavit
MBE Forms
Acknowledgment of Receipt of Addendum Form
No Response Form
ACTUARIAL SERVICES FOR HILLTOP – RFP # BC20638-P

FIRM EXPERIENCE FORM

EXPERIENCE FORM (Please complete a separate form for four (4) similar/relevant contracts to this RFP requirements).

PROPOSER’S NAME: ___________________________________________________

CLIENT’S NAME: ____________________________________________________

CLIENT’S ADDRESS: ________________________________________________

TYPE OF CLIENT: (Check all that apply)

- Academic/Higher Education (3 of the 4 must be academic environments)
- Government Agency
- Health Care
- Other

TOTAL NUMBER OF BUILDINGS SERVICED: ____________________________

OTHER SERVICES: ____________________

CONTRACT DOLLAR SIZE: ____________________________

CONTRACT TERM: FROM: ____________ TO: _______________

NAME OF PROPOSING FIRM’S ACCOUNT REPRESENTATIVE WHO SERVICES THIS CLIENT: _________________________________________________

TYPE OF SERVICE BEING PROVIDED TO CLIENT: (Check all that apply)

- Development of rates
- Risk Management
- Written reports
- Oral Presentations

PROVIDE A BRIEF BUT DETAILED DESCRIPTION OF SIMILARITIES OF YOUR CONTRACT SCOPE TO THE REQUIREMENTS FOR THIS CONTRACT SCOPE.

END OF FORM
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KEY PERSONNEL FORM

1. PERSON'S NAME: __________________________________________________________

2. POSITION TO BE ASSIGNED:       ____ Primary Account Representative       
                                  ____ Back-up to Account Representative

3. EDUCATIONAL BACKGROUND: Institution Degree/Diploma/ Major (if any) Certificates
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

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

   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: ______________________________________
   __________________________________________________________________________
   __________________________________________________________________________

5. ROLE: Describe the role of this person in this contract, including services to be provided directly and services to
   be supervised as provided by others. ____________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

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6. **SIMILAR PROJECT EXPERIENCE/REFERENCES**: (Note: It is preferable that these references be from the contract experience provided as an attachment to this "Key Personnel Form"; if this is the case, you need only indicate "see attached" under the Description of Contract item.)

6.1 **CONTACT PERSON**: ________________________  **TELEPHONE #**: ________________________

**COMPANY NAME**: __________________________________________________________________

**PROJECT/CONTRACT NAME**  **DOLLAR VALUE**  **HOW MANY YEARS?** ________________________

____________________________________________________  $_________________

**DESCRIPTION OF CONTRACT SERVICED**:_______________________________________________

___________________________________________________________________________________

6.2 **CONTACT PERSON**: ________________________  **TELEPHONE #**: ________________________

**COMPANY NAME**: __________________________________________________________________

**PROJECT/CONTRACT NAME**  **DOLLAR VALUE**  **HOW MANY YEARS?** ________________________

____________________________________________________  $_________________

**DESCRIPTION OF ACCOUNT SERVICED**:________________________________________________

___________________________________________________________________________________

6.3 **CONTACT PERSON**: ________________________  **TELEPHONE #**: ________________________

**COMPANY NAME**: __________________________________________________________________

**PROJECT/CONTRACT NAME**  **DOLLAR VALUE**  **HOW MANY YEARS?** ________________________

____________________________________________________  $_________________

**DESCRIPTION OF ACCOUNT SERVICED**:________________________________________________

___________________________________________________________________________________

7. **ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED)**:

___________________________________________________________________________________

___________________________________________________________________________________

**NOTE**: If a Proposer finds the space provided to be insufficient, he/she can attach additional pages to this form as he/she finds appropriate and just indicate on the this form to see “attached pages”.

**END OF FORM**
COMPANY PROFILE

COMPANY NAME: ________________________________________________________________

ADDRESS OF COMPANY: ________________________________________________________

DATE OF INCORPORATION: ___________ STATE OF INCORPORATION: __________________

NUMBER OF GEOGRAPHIC LOCATIONS: ___________________________

LOCATION OF ALL GEOGRAPHIC OFFICES (if applicable) AND THEIR FUNCTION

LOCATION:

_______________________________________  ______________________________________

_______________________________________  ______________________________________

LOCATION OF BRANCH OFFICE, WHICH WILL SERVICE UMBC: _________________________

TYPE OF SERVICES PROVIDED:

___________________________________________________________________________________________

___________________________________________________________________________________________

# OF YEARS PROVIDING ACTUARIAL SERVICES: ___________

# OF YEARS IN BUSINESS UNDER PRESENT NAME: _________

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

___________________________________________________________________________________________

___________________________________________________________________________________________

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

___________________________________________________________________________________________

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

___________________________________________________________________________________________

___________________________________________________________________________________________

___________________________________________________________________________________________
BRIEF HISTORY OF COMPANY

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

TOTAL COMPANY            BRANCH OFFICE
                      WHICH WILL SERVICE
                      UMBC:

TOTAL NUMBER OF EMPLOYEES: _______________________  __________

NUMBER OF ACCOUNT REPRESENTATIVES: ___________________  __________

CLERICAL STAFF: _______________________________  __________

ACTUARIAL STAFF: _______________________________  __________

TYPES AND SIZES OF COLLEGES/UNIVERSITIES AND OR GOVERNMENT AGENCIES SERVED:
________________________________________________________________________
________________________________________________________________________

DESCRIBE THE CURRENT TECHNOLOGICAL CAPABILITIES OF YOUR COMPANY AS WELL AS ANY PLANNED FUTURE
TECHNOLOGICAL DEVELOPMENTS:________________________________________
________________________________________________________________________
________________________________________________________________________

____________________________________
ANNUAL SALES VOLUME

TOTAL COMPANY ANNUAL SALES VOLUME FOR:

2008______________2007______________2006______________

TOTAL ANNUAL SALES VOLUME FOR BRANCH OFFICE WHICH WILL SERVICE UMBC:

2008______________2007______________2006______________

PERCENTAGE OF COMPANY ANNUAL SALES VOLUME WHICH IS ACTUARIAL SERVICES:

2008______________2007______________2006______________

PERCENTAGE OF ANNUAL SALES VOLUME OF BRANCH OFFICE WHICH WILL SERVICE UMBC WHICH IS ACTUARIAL SERVICES:

2008______________2007______________2006______________

END OF FORM
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 to which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS
I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has: (1) offered or promised, directly or indirectly, anything of value to any public official or employee or to any candidate for public office, or to any member of a public board, committee or other body, in connection with the decision whether to issue or award a public contract; (2) known that any such offer or promise was or would be made; (3) known that any such offer or promise was to be made; (4) known that any such offer or promise was to be made in connection with the decision whether to issue or award a public contract; (5) known that any such offer or promise was to be made in connection with the decision whether to issue or award a public contract.

C. AFFIRMATION REGARDING OTHER CONVICTIONS
I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has: (1) Been convicted of a criminal violation of a state or federal antitrust statute; (2) Been convicted of any criminal violation of a state or federal antitrust statute; (3) 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; (4) Been convicted of a violation of the State Finance and Procurement Article of the Annotated Code of Maryland, §16-102(b) of the State Finance and Procurement Article of the Annotated Code of Maryland; and (5) Been convicted of 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 DEBARMENT
I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has: (1) Been debarred by any public entity; (2) Been debarred by a public entity; (3) Been convicted under the provisions of Title 18 of the United States Code of violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract; (4) Been convicted of a violation of a state or federal antitrust statute; (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 an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)-(5) above; (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or (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 in §§B and C(1)—(7) above, except as follows (indicate reasons why the affirmations cannot be given): (a) The 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 proceeding); (b) The 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 proceeding); (c) The 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 proceeding).

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES
I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has: (1) Been debarred under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland; and (2) Been suspended or debarred by a 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 proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment).

F. 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.

G. 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.

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H. FINANCIAL DISCLOSURE AFFIRMATION

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 the contracts, leases, or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

FURTHER AFFIRM THAT:

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

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
   (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
   (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business’ workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
   (c) Prohibit its employees from working under the influence of drugs or alcohol;
   (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
   (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
   (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
      (i) The dangers of drug and alcohol abuse in the workplace;
      (ii) The business’ policy of maintaining a drug and alcohol free workplace;
      (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
      (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
   (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
   (h) Notify its employees in the statement required by §J(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 §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
   (j) Within 30 days after receiving notice under §J(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 §J(2)(a)-(j), above.

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

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

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

(If not applicable, so state).

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

L. 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.

M. REPEALED

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement officer and maybe distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, 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 THE MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: ________________

Firm’s Federal Employer Identification Number (FEIN): ___________________________  By: ____________________________________________

(Signature of Authorized Representative and Affiant)

END OF FORM
INSTRUCTIONS FOR SCHEDULE MBE
MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

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

MBE GOALS AND SUB GOALS

An MBE subcontract participation goal of 25% of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises.

- A prime contractor – including an MBE prime contractor – must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- A bidder or offeror must include with its bid or offer:
  1. A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
  2. A completed MBE Participation Schedule (Attachment B) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

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

- Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
  1. Outreach Efforts Compliance Statement (Attachment C)
  2. Subcontractor Project Participation Statement (Attachment D)
  3. If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
  4. Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

Awarded Contractor shall:

1. Submit monthly to the Procurement Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made. (See MBE Monthly Payment Form Attachment E).

2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Procurement Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices (See MBE Monthly Payment Form Attachment F).

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

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

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

ATTACHMENTS

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

B. MBE Participation Schedule (must be submitted with bid or offer)

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

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

E. MBE Monthly Payment Form (submitted monthly as needed after award by the prime contractor)

F. MBE Monthly Payment Form (submitted monthly as needed after award by the MBE subcontractor)
Attachment A

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No.____________, which includes Schedule MBE, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of _______ percent and, if specified in the solicitation, sub goals of _______percent for MBEs classified as African American-owned and _______percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

   OR

   After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve MBE participation of ________percent and request a waiver of the remainder of the goal. Within 10 business days of receiving notice that our firm is the apparent low bidder or the apparent awardee (competitive sealed proposal), I will submit a written waiver request that complies with COMAR 21.11.03.11. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

2. I have identified the specific commitment of certified MBEs by completing and submitting an MBE Participation Schedule (Attachment B) with the bid or proposal.

3. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
   (a) Outreach Efforts Compliance Statement (Attachment C)
   (b) Subcontractor Project Participation Statement (Attachment D)
   (c) MBE Waiver Request per COMAR 21.11.03.11 (if applicable)
   (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

   I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer shall determine that I am non-responsive and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

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

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

   ____________________________________________________  ____________________________________________________
   Bidder/Offeror Name                                                Signature of Affiant

   ____________________________________________________  ____________________________________________________
   Address                                                Printed Name, Title

   ____________________________________________________
   Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL
Attachment B

MBE Participation Schedule

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

<table>
<thead>
<tr>
<th>Prime Contractor (Firm Name, Address, Phone)</th>
<th>Project Description</th>
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<tr>
<td>Project Number</td>
<td>Total Contract Amount</td>
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List Information for Each Certified MBE Subcontractor/Supplier on this Project

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<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
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<tr>
<td>Work to be Performed</td>
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<tr>
<td>Dollar Amount or Percentage of Total Contract</td>
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USE ATTACHMENT B CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____________ %

$___________________

Document Prepared by: (please print or type)

Name: ________________________________

Name/Title: __________________________

(Signature)
### MBE Participation Schedule (Continued)

**List Information for Each Certified MBE Subcontractor/Supplier on this Project**

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**Submit this schedule with Bid Proposal**
Attachment C

OUTREACH EFFORTS COMPLIANCE STATEMENT

This document must be submitted within 10 working days of receiving notice of potential award or date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

In conjunction with the bid or offer submitted in response to Solicitation No. ________________, I state the following:

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

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

3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (Describe efforts)

☐ This project does not involve bonding requirements.

5. ☐ Bidder/Offeror did/did not attend the pre-bid conference
   ☐ No pre-bid conference was held

By: Bidder/Offeror Name

__________________________________________

Authorized Signature

__________________________________________

Address

__________________________________________

Print Name

__________________________________________

City, State, Zip code

__________________________________________

Title

__________________________________________

Date
Attachment D

SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

This document must be submitted within 10 working days of receiving notice of potential award or date of conditional award (per COMAR 21.11.03.10).

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE (ATTACHMENT B)

Provided that______________________________is awarded the State contract in

Prime Contractor Name

Conjunction with Solicitation No.________________, and _________________________________

MBE Subcontractor Name

MDOT Certification No. ___________________________, intend to enter into a contract by which

Subcontractor shall: (describe work)

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

□ No Bonds are required of Subcontractor

□ The following amount and type of bonds are required of Subcontractor:

________________________________________

Subcontractor Contract Amount

________________________________________

Prime Contractor Signature

By:________________________________________

Name (Print)

________________________________________

MBE Subcontractor Signature

By:________________________________________

Name (Print)

________________________________________

Title

________________________________________

Date

RFP #BC-20638-P
MBE MONTHLY PAYMENT REPORT – Attachment #E (Issued by Prime Contractor)

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<th>NAME OF PRIME CONTRACTOR</th>
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<th>CONTACT PERSON</th>
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REPORT FOR MONTH OF: 20 FINAL REPORT YES NO [ ]

List MBE firms utilized in connection with the above project either as subcontractor and/or supplier:

<table>
<thead>
<tr>
<th>NAME OF MBE FIRM</th>
<th>WORK/SERVICE PERFORMED</th>
<th>ORIGINAL CONTRACT AMOUNT</th>
<th>CHANGE ORDERS TO ORIGINAL CONTRACT AMOUNT</th>
<th>PAID TO DATE FOR MONTH</th>
<th>AMOUNT OF PAYMENT(S) OVER 30 DAYS LATE</th>
<th>BALANCE TO FINISH</th>
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SIGNED BY: ___________________________ DATE: ___________________________

PRINT NAME: ___________________________

TITLE: ___________________________

NOTE: Specify in writing under separate cover any reasons for subcontractor payments that are over 30 days late.
MBE MONTHLY PAYMENT REPORT – Attachment #F (Issued by Subcontractor)

NAME OF SUBCONTRACTOR __________________________________ TELEPHONE NO.____________________
ADDRESS ___________________________________ CITY_________ STATE ______ ZIP CODE_________
PROJECT NAME _______________________________ PROJECT NO.__________________________
PRIME CONTRACTOR____________________________________________________________
PRIME’S CONTACT PERSON_________________________ PRIME’S TELEPHONE NO.______________

REPORT FOR MONTH OF___________________20___ FINAL REPORT: YES__ NO__

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<th>WORK/SERVICE PERFORMED</th>
<th>ORIGINAL CONTRACT AMOUNT</th>
<th>CHANGE ORDERS TO ORIGINAL CONTRACT AMOUNT</th>
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SIGNED BY: ___________________________ DATE:________________________

PRINT NAME: __________________________

TITLE: ____________________________________________

RFP #BC-20638-P Page 47 of 72
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: BC-20638-P

TECHNICAL PROPOSAL DUE DATE: Tuesday, November 24, 2009 at 2:00 P.M.

RFP FOR: ACTUARIAL SERVICES FOR HILLTOP

NAME OF PROPOSER: ____________________________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

<table>
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<th>Addendum No.</th>
<th>Date of Issuance</th>
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As stated in the RFP documents, this form is included in our Technical Proposal.

__________________________________
Signature

__________________________________
Print Name

__________________________________
Title

__________________________________
Date

END OF FORM
“No Response” Form

University of Maryland Baltimore County
Notice to Bidders/Proposers

In order to help us improve the quality of State solicitations and make our procurement processes more responsive and “business friendly”, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid/proposal or “no bid” response, as the case may be.

Bid/Proposal Number:_________________________
Title:___________________________________________________________________________

I. If you have responded with a “No Bid” please check the reason(s) below (check all that apply):

(   ) Other commitments preclude our participation at this time.
(   ) The subject of the contract is not something we normally provide.
(   ) We are inexperienced in the work/commodities required.
(   ) The specifications are either unclear, or too restrictive. Please explain in “Remarks” section below.
(   ) The scope of work is beyond our current capacity.
(   ) Doing business with Government is simply too complicated.
(   ) We cannot be competitive. Please explain in “Remarks” section below.
(   ) Time for completion is insufficient.
(   ) Bonding/Insurance requirements are prohibitive. Please explain in “Remarks” section below.
(   ) Bid/Proposal requirements, other than specifications are unreasonable or too risky. Please explain in “Remarks” section below.
(   ) Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. Please explain in “Remarks” section below.

(Other):_____________________________________________________________________________

II. If you have submitted a bid/proposal, but wish to offer suggestions or express concerns, please use the “Remarks” section below.

Remarks:___________________________________________________________________________
______________________________________________________________________________

Company Name:________________________________________ Contact Person:_________________________
Address:________________________________________________ Signature:__________________________
City/State/Zip:__________________________________________ Telephone:__________________________

THANK YOU!
THIS PAGE LEFT BLANK INTENTIONALLY
APPENDIX B

CONTRACT FORMS

SAMPLE CONTRACT
PERFORMANCE BOND FORM
(SAMPLE) CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

By this Contract, made as of the day of , 2009, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, agency of the State of Maryland (the “University”), 1000 Hilltop Circle, Baltimore, Maryland 21250, and the (“Contractor”), , for ( ), the parties hereby agree as follows:

1. TERM OF CONTRACT: The term of this Contract shall begin on and terminate on

2. SCOPE OF CONTRACT: The Contractor's obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in RFP No. ______ and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforesaid RFP (collectively referred to hereinafter as the “Contract Documents”). These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.

3. COMPENSATION AND METHOD OF PAYMENT:
   A. As compensation for satisfactory performance of the work described in Paragraph 2, above, the University will pay the Contractor 
   .
   B. The Contractor's Federal Tax Identification Number or, where applicable, Social Security Number is _________________________.
   C. The Contractor shall be paid only for items or services that are specifically named in this Contract. No additional costs for items or services will be paid by the University without its prior express written consent.

4. DELIVERY: Delivery shall be made in accordance with bid/RFP specifications. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the specifications shall be delivered at the point or points specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejects shall be liable for any excess price paid for the replacement plus applicable expenses, if any.

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

6. RESPONSIBILITY OF CONTRACTOR:
   A. The Contractor shall perform the services with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.
   B. Notwithstanding any review, approval, acceptance or payment for the services by the University, the Contractor shall be responsible for professional and technical accuracy of its work, drawings, specifications and other materials furnished by the Contractor under this Contract.

7. DISSEMINATION OF INFORMATION
   A. During the term of this Contract, the Contractor shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the University.
   B. The Contractor shall indemnify and hold harmless the University, its agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by the Contractor, its agents or employees.

8. OWNERSHIP OF DOCUMENTS AND MATERIALS: The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanical, artwork, and computations prepared by or for it under the terms of this Contract shall be the property of the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by this Contract. The University shall be the owner for purposes of copyright, patent or trademark registration

9. PATENTS, COPYRIGHTS AND TRADE SECRETS: A. If the Contractor furnishes any design, device, material, process or other item which is covered by a patent or copyright which is deemed proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item. B. Contractor will defend or settle, at its own expense, any claim or suit against the University alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the University due to such infringement and all attorneys’ fees and litigation expenses reasonably incurred by the University to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 8.3 below. C. If any products furnished by Contractor become, or in Contractor’s opinion, are likely to become, subject of a claim of infringement, Contractor will, at its option: (1) procure for the University the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item’s specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.

10. DISPUTES: This Contract shall be subject to the provisions of University System of Maryland Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. 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.

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

13. CIVIL RIGHTS ACT 1964: Vendors and Contractors providing materials, equipment, supplies or services to the State under this Contract hereunder assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, and the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.

14. AFFIRMATIVE ACTION: The Contractor and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland’s Executive Order 01.01.1993

15. CONFLICT OF INTEREST LAW: It is unlawful for any University officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Article 40A, §3-101 et seq of the Annotated Code of Maryland.

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

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

18. SOFTWARE CONTRACTS: Delete if not applicable and insert “N/A” As specifically provided by Maryland Code Annotated, Commercial Law Article, Section 21-104, the parties agree that this Contract shall not be governed by the Uniform Computer Information Transaction Act (“UCITA”), Title 21 of the Maryland Code Annotated, Commercial Law Article, as amended from time to time. This Contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland. Vendor agrees that, as delivered to the University, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data, or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its conditions, or manually on command of Vendor.

19. EPA COMPLIANCE: Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation. The Contractor must supply and have immediately available to its employees spill containment equipment/supplies necessary to contain any hazards they may introduce to the job site.

20. 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 Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non

21. TERMINATION FOR DEFAULT: If the Contractor 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 Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If damages are more than the compensation payable to the Contractor, the University 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.

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

23. TERMINATION OF MULTYEAR CONTRACTS: 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 Contractor’s rights under any termination clause in the Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds were not appropriated or otherwise made available for continued performance for any fiscal period of this Contract succeeding the first.

24. DELAYS AND EXTENSIONS OF TIME: The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract.
Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a sub-contractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

25. **VARIATIONS IN ESTIMATED QUANTITIES:** [Delete is not applicable - if contract does not contain estimated quantity items.] No equitable adjustment shall be permitted in favor of either the State of Maryland or the Contractor in the event that the quantity of any pay item in this Contract is an estimated quantity and the actual quantity of such pay item varies from the estimated quantity stated in the Contract.

26. **LIQUIDATED DAMAGES:** [To be included where deemed appropriate by the Procurement Officer or insert "N/A"]

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

28. **PRE-EXISTING REGULATIONS:** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

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

30. **POLITICAL CONTRIBUTION DISCLOSURE:** The Contractor shall comply with Article 33, Sections 14-101 through 14-104, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year under which the person receives in the aggregate $100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of $500 to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

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

32. **AUDIT:** The University reserves the right to request an independent review of the Contractor's financial operations and overall contract compliance ("Review"). The Review would be at the Contractor’s expense and comprised of an agreed upon procedures engagement by an independent certified public accountant with a protocol acceptable to both parties at the time of the request.

33. **COMPLIANCE WITH LAWS:** The Contractor hereby represents and warrants that:

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

B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes, wages, 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 approval, if any, necessary to the performance of its obligations under this Contract.

34. **COST AND PRICE CERTIFICATION:** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

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

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

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

35. **TRUTH-IN-Negotiation CERTIFICATION:** [Mandatory provision for architectural services or engineering services contracts exceeding $100,000. It shall be in substantially the same form as follows: or insert "N/A" if not applicable.] The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:

A. the wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;

B. if any items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University's right to adjust includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and

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

36. **PAYMENT OF UNIVERSITY OBLIGATIONS:** Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, and are prohibited.
37. **SET-OFF:** The University may deduct from and set-off any amounts due and payable to the Contractor any back-charges or damages sustained by the University by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.

38. **INDEMNIFICATION:** The University shall not assume any obligations to indemnify, hold harmless, or pay attorneys’ fees that may arise from or in any way be associated with the performance or operation of this Contract.

39. **PROHIBITION AGAINST SHIFTING MARYLAND INCOME TO OUT-OF-STATE AFFILIATES:** Contractor may not, for any period during the Contract term, seek to reduce the amount of Contractor’s income subject to Maryland income tax by payments made to an affiliated entity or an affiliate’s agent for the right to use trademarks, trade names, or other tangible property associated with Contractor. Contractor agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Contractor and the affiliated company shall file separate Maryland income tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

40. **ENTIRE AGREEMENT:**
   A. This Contract constitutes 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. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.
   B. Headings: All headings are for reference purposes only and must not affect the interpretation of this Contract.
   C. All references to Adays® in this Agreement mean calendar days, unless otherwise expressly stated. All references to Aincluding@ mean Aincluding without limitation.@
   D. Notices. No notice required to be given hereunder shall be deemed to have been given either when served personally, by facsimile, or when sent by first class mail addressed to the parties at the addresses set forth in this Agreement.
   E. Counterparts. This Contract may be executed simultaneously, in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to any other counterpart.

41. **CONTRACT CONTROLS:** It is mutually agreed that any attached contract, or addenda thereto, by and between the University and the Contractor pertaining to this Contract is supplemental and subordinate to this University of Maryland, Baltimore County Contract. The terms and conditions of this University of Maryland, Baltimore County Contract shall, at all times and in all events and situations, be controlling.

42. **USE OF CONTRACTOR’S FORMS NOT BINDING ON STATE:**
   A. The use or execution by the University of any forms, orders, agreements, or other documents of any kind, other than the Contract documents, used pursuant to or in the administration of any contract awarded by the University to the Contractor, shall not bind the University to any of the terms and conditions contained therein except those provisions:
   (1) Generally describing for purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and
   (2) Not otherwise inconsistent with the Contract Documents.
   B. Any such form, order, or other document shall not vary, modify, or amend the terms and provisions of the Contract Documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:
   (1) the document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modifications thereto as a modification; and
   (2) the document is executed on behalf of the University by the procurement officer; and
   (3) execution of the document is approved by the procurement authority whose approval is required by law.

43. **ASSIGNMENT:** This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.

44. **WAIVER OF JURY:** UNIVERSITY AND CONTRACTOR, 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 UNIVERSITY AND CONTRACTOR, 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.

45. **MARYLAND LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law or choice of law principles.

46. **SUCCESSORS AND ASSIGNS:** This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns. Successors and assigns shall agree to assume in writing the obligations under this Contract.

47. **CONTRACT AFFIDAVIT:** The Contract Affidavit required by the USM Procurement Policies and Procedures, consisting of Authorized Representative statement, Certification of Corporate Registration and Tax Payment, and Certain Affirmations, is attached and is a part of this Contract that must be executed by an authorized representative of the Contractor.

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.
Contractor: _____________________

Witness: ________________________

BY:  ____________________________

Signature _______________________

Typed/Printed Name _______________________

Title _______________________

Date _______________________

Telephone Number _______________________

University of Maryland Baltimore County

Witness: ________________________

BY:  ____________________________

Signature _______________________

Typed/Printed Name _______________________

Title _______________________

Date _______________________

Telephone Number _______________________

[Delete this signature block if not required]

Reviewed and Agreed:

Signature (University Department Representative) ________________________ Date ________________________
PERFORMANCE BOND

<table>
<thead>
<tr>
<th>Principal</th>
<th>Business Address of Principal</th>
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<tbody>
<tr>
<td>Surety</td>
<td>Obligee</td>
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<tr>
<td>a corporation of the State of .........................................</td>
<td>STATE OF MARYLAND</td>
</tr>
<tr>
<td>and authorized to do business in the State of Maryland</td>
<td>By and through the following</td>
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<tr>
<td>Penel Sum of Bond (express in words and figures)</td>
<td>Date of Contract</td>
</tr>
<tr>
<td>..................................................................................</td>
<td>, 20 ..................</td>
</tr>
<tr>
<td>Description of Contract</td>
<td>Date Bond Executed</td>
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<tr>
<td>..................................................................................</td>
<td>, 20 ..................</td>
</tr>
<tr>
<td>Contract Number:</td>
<td></td>
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</table>

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business addresses as shown above, are held and firmly bound unto the Obligee named above in Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as “the Contract.”

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum state above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is
applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

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<tr>
<th>In Presence of Witness</th>
<th>Individual Principal</th>
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<th>In Presence of Witness</th>
<th>Co-Partnership Principal</th>
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<td>(SEAL)</td>
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| .......................... as to .......................... | (SEAL) |

| .......................... as to .......................... | (SEAL) |

<table>
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<tr>
<th>Corporate Principal</th>
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</table>

Attest: ..................................................................................................................

(Name of Corporation) .................................................................

Corporate Secretary ...............................................................

By: ........................................... President ...........................................

(Surety) ..........................................................................................

Attest: .................................................. (SEAL) ...........................................

Title: .................................................................

Signature

Bonding Agent’s Name ...........................................................

Agent’s Address .................................................................

(By Business Address of Surety)

(Contractor shall fill in all blank spaces above this line)

Approved as to legal form and sufficiency

this 20........ day of ...........................................

________________________________________

Attorney
APPENDIX C
SAMPLE FINANCIAL PROPOSAL FORMS

Price Proposal Form
APPENDIX C

PROPOSAL NO.: RFP# BC26038-P

PRICE PROPOSAL DUE DATE: January 22, 2010 by 2:00 p.m.

PROPOSAL FOR: Actuarial Services for Hilltop

PROPOSER: ___________________________________________________________

Federal Identification Number/Social Security Number: ______________________

PRICE PROPOSAL

Ms. Delores R. Pertee
Contract Administrator
Department of Procurement
University of Maryland Baltimore County (UMBC)
Administration Building, Room 301
1000 Hilltop Circle
Baltimore, MD 21250

Dear Ms. Pertee:

The undersigned hereby submits the Price Proposal as set forth in RFP# BC26038-P dated October 27, 2009 and the following subsequent addenda:

Addendum___________ dated___________
Addendum___________ dated___________
Addendum___________ dated___________

We confirm that this Price Proposal is based on the Requirements per the RFP and any subsequent addenda as noted above.

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work for the work as described in this RFP and subsequent addenda as noted above. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of this RFP including any issued addenda. Proposers are cautioned to verify their final proposals prior to submission, as UMBC cannot be responsible for Proposer’s errors or omissions. Any price proposal that has been accepted by UMBC may not be withdrawn by the vendor.

MANDATORY SERVICES

1. CONSULTANT FIXED FEE: Quote fixed fee to provide scope of services per Sections 2.2.1.A and 2.2.1.B (Mandatory Requirements) of the RFP documents (excluding allowable reimbursables).

Complete the following (in words and figures): ____________________________________________ Dollars($ ___________________________)

RFP #BC-20638-P

Page 60 of 72
OPTIONAL SERVICES  (The award will be based on the Consultant Fixed Fee above.  The Optional Services Fees are on an as-needed basis and will not be considered in the financial evaluation)

2A.  CONSULTANT FEES: Quote fee to provide scope of services per Section 2.2.2.A “HealthChoice Rates and PAC Rates” of the RFP documents (excluding allowable reimbursables).  For the basis of evaluation, it is anticipated that the total number of hours required will be approximately 100 hours.

100 hours x $______________ / hour = $________________________

State the amount in words: ____________________________________________________________

2B.  CONSULTANT FEES: Quote fee to provide scope of services per Section 2.2.2.B “Services to be Performed in the Development of Managed Long Term Care” of the RFP documents (excluding allowable reimbursables)  For the basis of evaluation, it is anticipated that the total number of hours required will be approximately 400 hours.

400 hours x $______________ / hour = $________________________

State the amount in words): ____________________________________________________________

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the original technical proposal remains in effect.  The evaluation and subsequent final ranking of proposals will be in accordance of the RFP documents.  We understand that technical weighs greater than cost.

We further understand that this Price Proposal includes all costs associated with the provision of the Services per this RFP, including a not-to-exceed amount for the allowable reimbursables per the RFP.  We understand that the University reserves the right to award a contract(s) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document.

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

(Signatures should be placed on following page.)
The Proposer represents, and it is a condition precedent to acceptance of this proposal, that the Proposer has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: __________________________
FIRM NAME_________________________________
ADDRESS_____________________________________
TELEPHONE NO.______________________________
SIGNED_____________________________________
Printed Name________________________________
Title________________________________________
Date________________________________________

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co-Partnership)
ADDRESS____________________________________
TELEPHONE NO.______________________________
In Presence of Witness: __________________________
BY_________________________________________
Printed Name________________________________
(Printer)
BY_________________________________________
Printed Name________________________________
(Printer)
BY_________________________________________
Printed Name________________________________
(Printer)
DATE_______________________________________

C. CORPORATE PRINCIPAL

Printed Name________________________________
(Name of Corporation)
DATE_______________________________________
ADDRESS____________________________________
TELEPHONE NO.______________________________
Attest:

[Printed Name of Corporate (or Assistant Corporate) Secretary]

[Corporate (or Assistant Corporate) Secretary Signature for Identification]

BY:

__________________________
Signature of Officer and Title

__________________________
Printed Name

__________________________
Title
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Appendix D – Other General Information For Proposers

1. General Definitions

1.1 Award means the decision by the University to execute the purchase agreement or contract after all necessary approvals have been obtained.

1.2 COMAR refers to the Code of Maryland Regulations.

1.3 Contract means the agreement entered into by the University as a result of this solicitation.

1.4 Contractor means the successful Proposer receiving a contract as a result of this solicitation.

1.5 MBE means “Minority Business Enterprise” which is any legal entity other than a joint venture, organized to engage in commercial transactions which is at least 51 percent-owned and controlled by one or more minority persons, or a nonprofit entity organized to promote the interests of the physically or mentally disabled as certified by the Maryland Department of Transportation.

1.6 Proposer means any person submitting a response to an RFP.

1.7 Proposals means the response by a Proposer to a request for proposals issued by a procurement agency to obtain goods or labor. The response may include but is not limited to a Proposer’s price and terms for the proposed contract, a description of technical expertise, work experience, and other information requested in the solicitation.

1.8 RFP means Request for Proposal(s).

1.9 USM means the University System of Maryland.

2. Terminology specific to this procurement

2.1 115 Waiver – Federal Proposal to CMS State Medicaid Program

2.2 DHMH – Department of Health and Mental Hygiene

2.3 MCO – Managed Care Organization

2.4 PAC – Primary Adult Care Program

2.5 ACG – Ambulatory Care Groupings

2.6 CY – Calendar year

2.7 HSCRC – Health Services Cost Review Commission

2.8 PMPM – Per member, per month

2.9 HFMR – HealthChoice Financial Monitoring Report

2.10 CRCS – Capitation Rate Calculation Sheet

2.11CMS – Centers for Medicare and Medicaid Services

3. The following general information is provided and must be carefully followed by all Proposers to insure that proposals are properly prepared.

3.1 Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a duly authorized person.

3.2 Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of his or her authority.

3.3 All material submitted in response to this RFP becomes the property of the University and will only be returned to the Proposer at the sole option of the University.

3.4 Addenda and Amendment to the RFP

The University reserves the right to amend this RFP at any time prior to the proposal due date. If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum, which will be posted on the University’s eBid Board.
It is the responsibility of the Proposers to check the University’s website.

The "Acknowledgement of the Receipt of Addenda" Form (Appendix A) for all amendments, addenda, and changes issued shall be required from all Proposers receiving the RFP. It is the responsibility of each Proposer to check for announcements, addenda, and other current information regarding this solicitation. Failure to acknowledge receipt of addenda does not relieve the Proposer of the responsibility to perform as required by all RFP documents including addenda or changes thereto. Therefore, Proposer must make sure that all addenda has been received and acknowledged to avoid later conflict.

3.5 Cancellation of The RFP

The University reserves the right to cancel this RFP, in whole or in part, at any time before the opening of the proposals. Should it become evident during the evaluation of the proposals that it is no longer in the best interest of the University to make an award under this solicitation, the University reserves the right to cancel the RFP. The University will not be responsible for any costs incurred due to cancellation of the RFP.

3.6 Rejection of Proposals

The University reserves the right to reject any and all proposals, in whole or in part, if (among other reasons):

.1 In the determination of the University, if the pricing proposed is unrealistic or exceeds available funding.
.2 The Proposer takes exception to the terms and conditions of this RFP;
.3 The Proposer fails to comply with the requirements set forth herein for participating in this RFP process;
.4 The University determines that the proposal is incomplete in any way; or
.5 The Proposer fails to meet any of the requirements/specifications set forth in this solicitation;
.6 The University determines that the proposal is not in its best interest.

The University will not be responsible for any costs incurred due to rejection of the RFP.

3.7 Minor Irregularities or Deficiencies in Proposals

The University may request clarifications from any Proposer under consideration. If the University determines that a Proposer has made a minor irregularity or deficiency, the University reserves the right to waive any minor irregularity or deficiency or to allow a Proposer a reasonable opportunity to cure the minor irregularity or deficiency. Such a clarification will not be considered an amendment to the Proposal.

3.8 Alternate Solution Proposals

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

3.9 Withdrawal of Proposals

Proposals may be withdrawn only if a request is made in writing before the due date and time. No amendment or withdrawal will be permitted after the due date and time.
3.10 Incurred Expenses

The University will not be responsible for any costs incurred by any Proposer in preparing and submitting a proposal.

3.11 Proposal Bond: Intentionally omitted.

Proposals must be prepared simply and economically, providing a straightforward, concise description of the Proposer’s proposal to meet the requirements of the RFP.

3.12 Performance Bond: The successful Contractor shall furnish a Performance Bond in the amount of one hundred (100%) of the total estimated first year Contract price. At the effective date of any renewal term, the contractor shall furnish a Performance Bond applicable to the next 12-month period of the term, increased or decreased by the percentage that the estimated first year cost would be adjusted over the proceeding year.

3.13 Evidence of Responsibility

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

3.14 Other Certifications

State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price. The affidavit form, which must be completed by all respondents and returned with their respective responses, is included in Appendix A.

3.15 Execution of Proposals

All proposals shall be legibly prepared and shall be signed in ink as and where specified.

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

.1 Sole Proprietorship – signed by proprietor with full name address.

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

.3 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.

3.16 Arrearage

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 is selected for contract award.

3.17 Indemnification and Responsibility for Claims and Liability

With respect to any contract, which results from this solicitation, Proposer must note the following:

.1 The Contractor shall indemnify, save harmless and defend, the University of Maryland, Baltimore County, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the performance by the Contractor, its employees, agents, or subcontractors, of the work covered by this Contract.

.2 The State has no obligation to provide legal counsel or defense or pay attorney’s fees 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 the contract against the Contractor or its subcontractors as a result of or relating to the Contractor’s obligations under this Contract.

.3 The State has 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.

.4 The Contractors 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 related to the Contractor’s obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor’s performance under this Contract.

3.18 Insurance

.1 The Contractor shall secure, pay the premiums for, and keep in force until the expiration of this Contract, and any renewal thereof, adequate insurance as provided below, adequate insurance to specifically include liability assumed by the Contractor under this Contract.

.1 Commercial General Liability Insurance including all extensions:

$2,000,000 each occurrence;
$2,000,000 personal injury;
$2,000,000 products/completed operations;
$2,000,000 general aggregated

.2 Errors and Omissions insurance in the amount of $2,000,000 as required by the laws of the State of Maryland.

.3 Workmen’s Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
.4 Property damage liability insurance with a limit of not less than $2,000,000 for each accident.

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

.2 All policies for liability protection, bodily injury or property damage must specifically name or its face, the University of Maryland Baltimore County as an additionally named insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor’s liability for bodily injury or property damage under items 18A above, such insurance shall cover and not exclude Contractor’s liability for injury to the property of the University of Maryland Baltimore County and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University of Maryland Baltimore County.

.3 Each insurance policy shall contain the following endorsements: “It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy.” A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen’s Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen’s Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of Contract award, the requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.

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

.5 Each insurance policy shall contain the following endorsements: “It is understood and agreed that the Insurance Company shall notify in writing the Assistant Vice President for Administrative Services thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy.” A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen’s Compensation, a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen’s Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. The above policies and certificate shall be delivered to the Procurement Officer within fifteen (15) days following the date of notice of Contract award. The insurance companies providing the above coverage shall be satisfactory to the University. Notices of policy changes shall be furnished to the Procurement Officer.

.6 Any contract that results from this solicitation and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.