

UMBC

AN HONORS UNIVERSITY IN MARYLAND

UNIVERSITY OF MARYLAND BALTIMORE COUNTY

REQUEST FOR PROPOSAL #BC-21043-VP FOR

UMBC ON-CALL ACTUARIAL SERVICES FOR THE HILLTOP INSTITUTE

Issue Date: December 15, 2016

SIGNIFICANT MILESTONES	TIME	DATE
Issue Date	4:00 PM- EDT	Thursday, December 15, 2016
Pre-Proposal Meeting	Not Applicable	
Deadline for Questions	4:00 PM-EDT	Thursday, January 5, 2017
Technical Proposals	2:00 PM-EDT	Thursday, January 19, 2017
Interview with Proposing Firms	TBD	Friday, February, 14, 2017
Anticipated Price Proposal Due Date	2:00 PM-EDT	Tuesday, February 24, 2017

WARNING: Prospective bidders who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the 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.

UNIVERSITY OF MARYLAND BALTIMORE COUNTY
1000 Hilltop Circle
Baltimore, Maryland 21250
www.umbc.edu

**UMBC ON-CALL ACTUARIAL SERVICES FOR
THE HILLTOP INSTITUTE**

RFP # BC-21043-VP

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**UMBC ON-CALL ACTUARIAL SERVICES FOR
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SECTION 1: SUMMARY/GENERAL INFORMATION

A. SUMMARY:

1. 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 with a consulting firm for “On-Call” Actuarial Services on behalf of The Hilltop Institute. Hilltop is a non-partisan health research organization dedicated to advancing the health and wellbeing of vulnerable populations. Hilltop conducts research, analysis, and evaluations on behalf of government agencies, foundations, and nonprofit organizations at the national, state, and local levels. Hilltop is committed to addressing complex issues through informed, objective, and innovative research and analysis.

Hilltop periodically undertakes projects sponsored by a variety of clients that require actuarial services to project demographic and industry trends, develop new payment models, estimate health insurance premiums, and develop, verify, and/or validate payment rates for health plans and providers. UMBC will competitively procure the services of an actuarial firm to provide on-call consulting services to Hilltop for this purpose. Services will be defined, priced, and negotiated through non-competitive individual task orders issued at the discretion of the University during the term of the Contract.

Note that this procurement is separate and distinct from a procurement issued by UMBC in 2014 for Actuarial Services for development of capitation rates on an annual basis for HealthChoice, Maryland’s Medicaid managed care program.

2. Upon selection of the consulting firm, the Contract will be executed for the scope of work as defined by this solicitation document and any subsequent addenda (if necessary). The term of the Contract will consist of the initial year and Four (4) additional one-year Renewal Option years at the sole discretion of the University.

3. The Contract will govern all phases of this Project. A copy of the University’s Consulting Contract can be found in **Appendix B** of this solicitation; this document will be the contract form to be signed by the successful firm.

4. The University anticipates having a contract in place with the successful consulting firm on or about April 1, 2017.

B. INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS:

For detailed information on preparation and submittal of proposals, see Section 3, “Proposals, Evaluation, Forms.”

C. **ISSUING OFFICE/POINT OF CONTACT:**

The Issuing Office is:

Donna Von Paris
University of Maryland, Baltimore County
Department of Procurement
Room 732, Administration Building
1000 Hilltop Circle
Baltimore, MD 21250
Voice: 410-455-3915
FAX: 410-455-1009
E-mail: dvonparis@umbc.edu

The Issuing Office shall be the sole point of contact with the University for purposes of the preparation and submittal of proposals in response to this solicitation. Proposers may not communicate with any other University staff concerning this solicitation. Any unauthorized communication may be grounds for rejection of the proposal.

D. **TERM OF CONTRACT:**

The initial Contract term shall be for a period one (1) year beginning on April 1, 2017, and ending March 31, 2018. The University shall have the option to renew the contract for four (4) additional one-year renewal terms, for a potential five (5) year contract period. The renewal options will be exercised at the sole discretion of the University. A new Purchase Order will be issued for each renewal term.

For a Multi-Year Contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent optional extensions terms (unless otherwise stated that price changes will *not* be permitted), 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 Producer Price Index (PPI) for Management Consulting services” as published by the U.S. Department of Labor Statistics for the month of November. For purposes of calculating the potential increase, the Producer Price Index for twelve-month period ending at the previous calendar year. For example, if the contract term ends March 2018, the price index for twelve-month period ending September 2017 will be used. Statistics will be referenced as a *cap* for negotiable purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals.

E. **PROPOSER CONTACT:**

To insure the 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 or becomes aware of the solicitation by other means 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

F. **PRE-PROPOSAL CONFERENCE:**

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

G. **DUE DATE AND TIME:**

In order to be considered **Technical Proposal** must arrive via email through BOX to the issuing office by **Thursday, January 19, 2017, no later than 2:00 p.m. (EDT)**

NOTE: All UMBC mail goes through the UMBC mail room, 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 732 in the UMBC Administration Building will not be considered "received" by UMBC until they arrive at Room 732 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 732, 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 either be received electronically in the UMBC BOX, **[Technical & Price Proposal e-mail addresses (*are different and*) are provided in Section 3 -Article-2 and Article-3 respectively]** or physically in Room 732 by the due date and time in order to be considered. Proposers must allow sufficient time, therefore, to insure that their proposal is "received" in accordance with this paragraph.

H. **QUESTIONS AND INQUIRIES**

Prospective Proposers may contact the University only at meetings with the Procurement Officer or in written communications with the Procurement Officer. Questions may be submitted via email to the Procurement Officer up to **Thursday, January 5, 2017, by 4:00 p.m.**, 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. The addendum will be posted to the University's eBid Board at <http://procurement.umbc.edu/bid-board/>. 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.

I. **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. An “Acknowledgement of Receipt” Form (**found in Appendix A**) for all amendments, addenda, and changes issued shall be required from all vendors submitting a proposal.

J. **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.

K. **MODIFICATIONS AND WITHDRAWAL OF PROPOSALS:**

1. Withdrawal of, or modifications to, proposals are effective only if written notice thereof is filed to the Issuing Office prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company.
2. No withdrawal or modifications will be accepted after the time proposals are due.

L. **RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES:**

The University reserves the right to reject either all proposals after the opening of the proposals but before award, or any proposal, in whole or part, when it is in the best interest of the University. For the same reason, the University reserves the right to waive any minor irregularity in a proposal.

M. **IRREVOCABILITY OF PROPOSALS:**

The Technical and Price Proposals for this project shall be irrevocable for one hundred twenty (120) calendar days from the price proposal due date. This period may be extended by written mutual agreement between the Proposer and the University.

N. **LICENSES AND REGISTRATIONS:**

Proposers must be licensed and registered as required by the Laws of the State of Maryland and shall submit proof of current licensing and/or registration, upon request.

O. **INTERVIEWS:**

The University reserves the right to request that Proposers be available for Interviews / Discussions in conjunction with their written proposals in order to obtain further clarifications and information. These Interviews / Discussions may be conducted via Conference Call, as

well as, face-to-face (in person). In the event that the University decides not to have Interviews / Discussions, the University reserves the right to make an award based upon the information submitted without further discussions.

P. **ECONOMY OF PREPARATION:**

Proposals should be prepared simply and economically, providing a straight forward, concise description of the Proposer's offer to meet the requirements of the solicitation.

Q. **CONFIDENTIAL/PROPRIETARY INFORMATION:**

Proposers should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of 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 of the Annotated Code of Maryland. Proposals are not publicly opened. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it is NOT sufficient to preface your entire proposal with a proprietary statement).

R. **MINORITY BUSINESS ENTERPRISE NOTICE:**

State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation. Minority participation is very important to UMBC and to the State of Maryland. For more information on the State's MBE program, please see the MDOT website, at <http://www.mdot.state.md.us/mbe/index.html>.

S. **ASSISTANCE IN DRAFTING SPECIFICATIONS:**

Under Article 40A, § 3-110, Annotated Code of Maryland, a firm who employs an individual who assists a state agency in drafting specifications for an invitation for bid and/or a request for proposal for a procurement may not submit a bid or proposal for the procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. If a firm has any questions regarding the applicability of this provision of the State Ethics Law, contact the State Ethics Commission, Toll Free phone number 877-669-6085 or see the website www.ethics.gov.state.md.us. The selected Proposer ("Consultant") shall be sole responsible for all services as required by this RFP. The use of a subcontractor(s) does not relieve the Consultant 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.

T. **CONTRACT AGREEMENT:**

The Contract to be entered into as a result of this RFP (the "Contract") shall be by and between the Proposer and the University and 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. 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.

U. **ORDER OF PRECEDENCE:**

The contract between the parties will be embodied in the contract documents, which will consist of those items named in Item T 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.

V. **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.

W. **PAYMENT BY ELECTRONIC FUNDS TRANSFER (EFT):**

By submitting a response to this solicitation, the Proposer agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Proposer 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>.

X. **PAYMENT:**

The State of Maryland usually provides payments on a net 30-day basis for UMBC approved invoices. 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.

Invoices are to be submitted for payment on a monthly basis and should include a brief summary of services that are rendered for that month. The invoices should be sent directly to UMBC's Account's Payable Department as noted on the top right-hand corner of the issued Purchase Order.

Y. **ACCESS TO CONSULTANT RECORDS FOR QUALITY ASSURANCE AND AUDITING PURPOSES:**

The Consultant 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.

Z. **PROPOSER'S RESPONSIBILITY:**

Proposers are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions, in writing to the contact at the Issuing Office per Paragraph C above. 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.

AA. **MULTIPLE PROPOSALS:**

Proposers may not submit more than one proposal.

BB. **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).

CC. **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.

DD. **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.

EE. **BID/PROPOSAL AFFIDAVIT:**

The Bid/Proposal Affidavit included in this package (see **Appendix A**) must be executed by each responding Proposer and submitted with the Proposer's Technical Proposal.

FF. **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 Proposer is a joint venture firm, all joint venture parties will be held responsible for the contract obligations separately and severally.

GG. **INCURRED EXPENSES:**

The University will not be responsible for any costs incurred by any vendor/firm in preparation and submittal of a proposal.

HH. **MARYLAND PUBLIC ETHICS LAW, TITLE 15:**

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, State Government Article, SS 15-502.

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

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/Proposer to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics law. The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

II. **USE OF AFFILIATES TO AVOID TAXATION ON INCOME FROM STATE CONTRACTS:**

Consultant may not for any period during the Contract term, seek to reduce the amount of Consultant'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 intangible property associated with Consultant. Consultant 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, Consultant 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 Consultant does business. Consultant agrees that it is authorized to bind its affiliated entities to the terms hereof.

JJ. **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.

KK. PIGGYBACK CLAUSE

UMBC is a member of the University System of Maryland ("USM") and as such, UMBC reserves the right to extend the terms, conditions, and prices of this contract to other institutions of the USM should any of those institutions express an interest in participating in any contract that results from this solicitation for a period of up to one (1) year after UMBC makes its award. Furthermore, on occasion, other State educational institutions (e.g., St. Mary's College, Morgan State University, Baltimore City Community College) may desire to take advantage of this contract. Each of the piggyback institutions will issue their own purchasing documents. UMBC assumes no obligation on behalf of the piggyback institutions. Proposers must set forth their willingness and ability to extend this contract and the terms, conditions and prices stated herein to these other institutions.

END OF SECTION 1

**UMBC ON-CALL ACTUARIAL SERVICES FOR
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SECTION 2: SCOPE OF SERVICES

A. BACKGROUND AND PURPOSE

Services of an actuarial firm are required to research and project demographic and industry trends related to health services utilization and costs; develop payment, financing, and shared savings models for public insurance programs such as Medicaid and the Children's Health Insurance Program (CHIP); estimate the effects of proposed policies or reforms on insurance premiums or the dimension of health plan risk; develop and perform cost-benefit and return-on-investment analyses; and develop, verify, and/or validate risk-adjusted capitated payment rates for health plans. The firm may be requested to verify and/or validate mathematical models, computations, and statistical analyses developed by Hilltop staff and/or performed jointly with Hilltop staff. Production of models that Hilltop or agency staff can be trained to use on an ongoing basis may also be requested. In some instances, the actuarial firm may be requested to certify payment rates for the Centers for Medicare and Medicaid Services (CMS).

B. SCOPE OF WORK:

Actuarial services such as these will be required under grants and contracts awarded to UMBC/The Hilltop Institute during the term of this agreement. The exact scope and nature of the actuarial services is not known at this time. UMBC anticipates that grants and contracts requiring actuarial services will be awarded by a variety of clients, such as the Maryland Department of Health and Mental Hygiene (DHMH), the Maryland Health Benefit Exchange, other state agencies, federal agencies such as the Centers for Medicare and Medicaid Services (CMS), research organizations, and/or foundations. As projects are approved and funding becomes available, the University will negotiate individual task orders for each project with the successful bidder.

The budget for individual task orders may not exceed \$50,000. The aggregate value of task orders awarded in a contract year may not exceed \$200,000.

END OF SECTION 2

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SECTION 3: SUBMISSION REQUIREMENTS: PROPOSALS AND FORMS

INTRODUCTION/OVERVIEW

ARTICLE 1

- A. **INTRODUCTORY SUMMARY OF PROPOSAL SUBMITTALS**: Responses to RFP #BC-21043-VP are to consist of the following:

TWO VOLUME SUBMISSION: The selection procedure for this procurement requires that the technical evaluation of the proposals is to be conducted before the Price Proposals are requested by the Committee. Consequently, **each proposal must be submitted as two separate volumes** as indicated below. **Failure to do so may constitute disqualification of a vendor's proposal.**

- B. **TRANSMITTAL LETTER**

A Transmittal Letter must accompany the Technical Proposal Submittal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief, but shall list all items contained within the Technical Proposal. The letter must be sent by an individual who is authorized to bind his/her firm to all statements, including services and financials, contained in the both the Technical and Price Proposal. The letter should be on company letterhead with a telephone number and email address for the contact person.

- C. **SIGNING OF FORMS**

The Price Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership or joint venture, shall be signed by such member or members of the partnership or joint venture as have authority to bind the partnership or joint venture; if submitted by a corporation, 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. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

END OF SECTION 3, ARTICLE 1

**UMBC ON-CALL ACTUARIAL SERVICES FOR
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**SECTION 3: SUBMISSION REQUIREMENTS: PROPOSALS AND FORMS
ARTICLE 2**

TECHNICAL PROPOSAL SUBMITTAL

Technical Proposals are due on or before, **Thursday, January 19, 2017 by 2:00 p.m. (EDT)**. Please refer to Section 1, Item G, “Due Date & Time” for the proposals to be delivered to the University.

Technical Proposals are to be sent electronically via e-mail to:

Bids_Re.hd41scbng12lloqn@u.box.com

The following items must be included in this Technical Proposal (forms for items #2, #3, and #4 below are included in **Appendix A**):

1. Transmittal Letter
2. Detailed responses to Section 3, Article 2, Technical Proposal Criteria, Items 1 through 5 (noted below);
3. Bid/Proposal Affidavit; and,
4. Acknowledgment of Receipt of Addenda (If addenda are issued prior to the Initial Technical Proposal due date, this form acknowledging receipt of all addenda **MUST** be included with your Technical Proposal.)

TECHNICAL PROPOSAL CRITERIA:

The following information **must** be furnished in the Technical Proposal per this solicitation. Failure to include any of the items listed below may disqualify your firm's response. Proposers should describe in detail and provide evidence supporting the qualifications requested below. All proposers are to **compile** their Technical Proposals in the order listed.

1. **STATEMENT OF APPROACH:**

1.1 Statement of Technical Approach

The proposer is to provide a narrative describing how its proposed services will meet or exceed the requirements in the Scope of Work. This should include specific methodologies and techniques to be used in complying with the requirements. Mechanisms for ensuring the efficient management of resources, the quality of work, on-time completion of tasks and deliverables, and a productive working relationship with Hilltop staff should also be discussed. The purpose of this narrative is not only to demonstrate the firm's approach to the tasks, but also to display full comprehension of the services to be provided in the Scope of Work. The narrative should be in sufficient detail to permit proper evaluation by the University.

1.1.1 Management Plan

The Proposer shall describe how the Task Orders will be managed. The Management Plan should include an organizational chart showing the organization and reporting relationships for key project personnel and any subcontractor(s), as well as, a description of project management and control mechanisms.

1.1.2 Problem Escalation Procedure

The Proposer shall include a Problem Escalation Procedure that includes, at a minimum, names, titles, and contact information of individuals to be contacted by The Hilltop Institute's Contract Monitor should problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner.

2. **PROFILE OF PROPOSING FIRM:**

The Proposer must complete the “**Company Profile Form**” (found in **Appendix A**) describing your firm inclusive of its history, number of years in business, organizational structure, geographic locations, etc. Provide your firm's annual sales volume for the last three (3) years.

The Proposer should provide an organization chart showing complete structure including any parent company, headquarters, regional offices and subsidiaries, as well as, the names and titles of headquarters personnel who would be supervising this work, if applicable.

The Proposer shall describe prior experience in providing similar “on-call” services to federal and/or state policymakers and stakeholders or other similar engagements.

2.1.1 Firm Experience: Proposers must submit information on prior experience in providing “on-call” actuarial services of the type described in the Scope of Work. Previous experience in providing actuarial services for public insurance programs such as Medicaid and CHIP is required.

3. **KEY PERSONNEL:**

3.1 Key Personnel: The Proposer shall identify Key Project Staff and discuss their relevant experience and qualifications. This shall include a **Project Director** with at least 10 years of relevant experience in health policy and delivery system reform who will assume responsibility for overall Contract management and ensuring that task Order deliverables are produced on time.

Complete the “**Key Personnel Form**” (found in **Appendix A**) for the **Project Director** who will be assigned to this Contract. Information to be provided on this person includes a) educational background, b) employment background including positions held and durations, c) prior contract experience including the role the person played in the contracts, and d) project references.

This person must be a direct employee of the firm, and would be the University's primary point of contact, and be the person with whom UMBC would directly work.

Note – Personnel Commitment: By submitting this name for consideration under this Key Personnel Section, the Proposer is committing this person to the University for this project’s duration if awarded the contract. No personnel changes will be permitted without written authorization from the University via a contract amendment issued by the University’s Procurement Office.

- 3.2 Key Personnel References: Provide three (3) references on the Project Director in the space provided on the Key Personnel form (see **Appendix A**):

Reference Notes:

- a. Such references are to be from different projects; that is, only one reference per project/location is allowed.
- b. The University reserves the right to verify all information given if it so chooses, as well as, to check any other sources available.
- c. Please be sure that accurate information is provided and that the contact person is capable of speaking to a firm's and/or key person’s capability in performing the services required. References will be held in the strictest of confidence.

- 3.3 Staffing:

It is preferred by the University that all personnel utilized by the contracted firm(s) for the performance of the on-call actuarial services contract must be regularly employed as direct employees of the contracted firm(s); that is, a minimum of one year (1) year of experience in the Actuarial industry. Proposers are to address their staffing within the Technical Proposal.

Provide a Chart with the names of the Staff you propose to be included on this contract and note their information under each column. (See **Appendix A** for this form.)

4. **FIRM EXPERIENCE:**

- 4.1 Complete an “**Experience Form**” (found in **Appendix A**) for three (3) projects which are similar in size and scope to the University of Maryland, Baltimore County. Provide the dollar value of each contract. At least one of the three should be an “on-call” contract and one should be with a government agency; all should be within the last three (3) years. The project submission shall include the following:

- Project Name and Location;
- Project Owner, Contact Person and Telephone Number;
- Project Start Date and Completion Date;
- Project Description/Scope of Services;
- Firm’s role on the project;
- Names of Key Personnel who were involved in the project and the assigned role for each
- Similarities of the submitted project to the University’s “on-call” Contract.

NOTE: For evaluation purposes, higher education is defined as an institution which awards Bachelor’s degree or higher (i.e. Masters Degrees, Ph.D., professional degrees, post-graduate degrees, etc.)

4.2 **Firm References:** Provide at least three (3) references (references may be inclusive of those from the experience list above) that can comment on the firm's ability to carry out the Scope of Work in Section 2. 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 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 attempt 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.

5. **FINANCIAL STABILITY OF THE COMPANY:**

The Proposer must include in their Technical Proposal, the Annual Reports or financial statements for the past two (2) years, 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 this contract.

6. **BID/PROPOSAL AFFIDAVIT:** Complete the form with Addendum (found in **Appendix A**).

7. **ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM:** (found in **Appendix A**)

In the event addenda to the solicitation documents are issued prior to the due date and time for proposals, this form is to be completed and enclosed with the Technical Proposal.

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

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

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

END OF SECTION 3, ARTICLE 2

**UMBC ON-CALL ACTUARIAL SERVICES FOR
THE HILLTOP INSTITUTE**

RFP # BC-21043VP

SECTION 3: SUBMISSION REQUIREMENTS: PROPOSALS AND FORMS

**PRICE PROPOSAL
ARTICLE 3**

A. PRICE PROPOSAL FORM:

This volume must be submitted in a sealed envelope separate and apart from the technical volume. The envelope shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL". It must contain the following:

1. (D) **Price Proposal Form:** Complete the Price Proposal Form in **Appendix C**. The Price Proposal must contain complete cost information for all items and services proposed to be furnished. 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.**
2. **Price Proposal Due Date/Time:** The due date and time for the Price Proposal is **Friday, February 24, 2017 at 2:00 p.m. (EDT)**. **Price Proposals will be opened privately.**
3. **SUBMISSION:** Vendors must submit the required number of copies of his/her Price Proposal by the closing time and date specified in Section I, Item G of the RFP.
4. **Price Proposals are to be sent electronically via e-mail to:**
Bids_Re.hd41scbng12llogn@u.box.com.

END OF SECTION 3, ARTICLE 3

END OF SECTION 3

**UMBC ON-CALL ACTUARIAL SERVICES FOR
THE HILLTOP INSTITUTE**

RFP # BC-21043VP

SECTION 4: EVALUATION PROCESS

EVALUATION OF PROPOSALS

4.1 EVALUATION AND SELECTION COMMITTEE

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

4.2 EVALUATION PROCEDURE

- a. Proposals will not be opened publicly. The Committee shall first review each proposal for compliance with the mandatory requirements of this solicitation. Failure to comply with any mandatory requirement will normally disqualify a vendor's proposal. UMBC reserves the right to waive a mandatory requirement when it is in its best interest to do so. The vendor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the solicitation. Each section of the proposal will be evaluated according to the criteria listed in Section 4.3. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for proposals, unless specifically requested by UMBC. Those proposals not considered "to be reasonably susceptible of being selected for award" may be rejected and will not progress further in the procurement.
- b. The intent of this solicitation is to provide Firms an opportunity to present their qualifications, experience, and conceptual 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.

4.3 EVALUATION OF PROPOSALS

Considering the submitted written proposals addressing all proposal criteria the Evaluation and Selection Committee will make a recommendation to the Procurement Officer on the award of the contract to the responsible Proposer whose proposal is determined to be the most advantageous to UMBC and the State of Maryland based on the results of the evaluation in accordance with the University System of Maryland Procurement Policies and Procedures. **Technical merit will be given greater weight than cost in the final ranking.** The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the firm that provides the best overall value to UMBC.

a. TECHNICAL PROPOSAL EVALUATION CRITERIA

1. **Soundness of Technical Response to Scope of Work Requirements, Work Plan, and Management Plan**

Demonstrated understanding of the Scope of Work requirements, mastery of the subject matter, and knowledge of state health policy. A clear explanation of how the work will be managed and carried out to meet expectations and be completed within the required timeframe.

2. **Proposer Qualifications and Capabilities**

Demonstrated prior experience in conducting actuarial analyses and modeling to inform state health policy and guide the development of new health care financing and delivery programs. Experience with large data sets such as Medicare and Medicaid administrative data, hospital discharge records, and nursing home assessment data. Evidence of policies and procedures in effect to ensure the privacy, security, and integrity of confidential data and compliance with Health Insurance Portability and Accountability Act (HIPAA) regulations. Comprehensive knowledge of the Affordable Care Act (ACA) and federal and state Medicaid rules and regulations. Prior experience with the Maryland Medicaid program and the Maryland All-Payer System as demonstrated through past performance is desired.

3. **Key Personnel Experience and Qualifications**

Evidence of satisfactory staffing levels and skill mix to assess competency, appropriate time dedication, and relevance of experiences to the Scope of Work. A competent senior-level project manager capable of effectively managing quick turn-around projects.

- b. **INTERVIEW SESSIONS:** Those Proposers whose Technical Proposals are short-listed on this procurement will be requested to participate in an interview session at the University or by telephone.

The due date and time of the Interview Session will be set by the University upon completion of the initial evaluation of the Technical Proposals. **It is anticipated that Interview Sessions will be conducted on Friday, February 14, 2017.** This date will be verified with the applicable proposers at the time it is requested, however, **Proposers are advised to set this date in its entirety on the calendars of the identified Key Personnel to be assigned to UMBC by the Proposer so as to avoid any conflicts as the University does not expect this date to change.**

The purposes of the interview session are as follows:

- i. To allow the University's and Proposer's Key Personnel to meet;
- ii. To discuss aspects of the Proposer's Technical Proposal;

- iii. To provide an opportunity to clarify the scope of services for the On-Call Actuarial Services and,
- iv. To review the Price Proposal form.

At the time the Interview Sessions are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions inclusive of the topics, time periods, and requested personnel.

Upon completion of the Interview Sessions, the University will conduct the Second Phase Technical Evaluation as described in Section 00300, Article 2.

c. **PRICE PROPOSAL EVALUATION**

1 **Price Evaluation:**

Price Proposals will **not** be opened publicly. Price Proposals will be evaluated based on the evaluated sample project using the hourly rates for Key Personnel for this contract.

2 **Final Price Evaluation:**

The price proposals for all qualified Proposers will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the hourly rates provided in the Price Proposals and the results of the sample projects.

4.4. 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).

4.5. 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.

4.6. 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 Proposer whose proposal is 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 4

**UMBC ON-CALL ACTUARIAL SERVICES FOR
THE HILLTOP INSTITUTE**

RFP # BC-21043-VP

SECTION 5 - APPENDICES

APPENDIX A – TECHNICAL PROPOSAL FORMS

APPENDIX B – CONTRACT FORMS (to be completed by the awarded firm only)

APPENDIX C – PRICE PROPOSAL FORM

APPENDIX D – OTHER GENERAL INFORMATION FOR PROPOSERS

APPENDIX A

TECHNICAL EVALUATION FORMS

(Forms are to be submitted in the Technical Proposal)

Company Profile

Key Personnel Form

Staffing Form

Firm Experience Form

Bid/Proposal Affidavit

Acknowledgement of Receipt of Addenda (if any)

**UMBC ON-CALL ACTUARIAL SERVICES FOR THE HILLTOP INSTITUTE
RFP # BC-21043-VP - COMPANY PROFILE FORM**

COMPANY NAME: _____

MAILING ADDRESS _____

CITY: _____ STATE: _____ ZIP CODE: _____

DATE OF INCORPORATION: _____ STATE OF INCORPORATION: _____

OF YEARS IN BUSINESS: _____ *NUMBER OF EMPLOYEES: _____

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

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

LOCATION OF OFFICE THAT WILL PROVIDE SERVICES TO UMBC AND NUMBER OF

EMPLOYEES AT THAT LOCATION (if different from above):

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____ *NUMBER OF EMPLOYEES _____

*Role/Title

Number

TYPE(S) OF SERVICES YOUR COMPANY PROVIDES:

COMPANY PROFILE FORM

Page 2 of 2

PROPOSER: _____

COMPANY HISTORY (Provide a narrative on the history of the company, and the number of years providing similar services to the UMBC contract. A separate sheet may be attached and referenced below):

ANNUAL SALES VOLUME*

YEAR	ANNUAL SALES VOLUME
2015	
2014	
2013	

Is the proposing firm the local office of a parent company or subsidiary? Yes _____ No _____

*If yes, please verify below that the above figures reflect the sales data for the local office that will manage this contract, not the parent company:

Provide an organization chart of company including the headquarters, regional offices and subsidiaries, (if applicable) and any local branch office that would serve the University. Identify the names and titles of headquarters personnel who would be supervising this work, if applicable. The organization chart must be included in the Technical Proposal.

END OF COMPANY PROFILE FORM

**UMBC ON-CALL ACTUARIAL SERVICES FOR THE HILLTOP INSTITUTE
RFP # BC-21043-VP - KEY PERSONNEL FORM**

Note: Must be provided this form for each position.

Proposer: _____

1. PERSON'S NAME: _____

2. POSITION TO BE ASSIGNED: _____

3. EDUCATIONAL BACKGROUND:

Institution	Degree/Diploma/Certificate	Major (if any) and Date of Degree or Diploma

4. EMPLOYMENT HISTORY*: (*NOTE: If a person has more than four (4) 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(s)

4.2 Prior Employer's Name: _____

Dates of Employment: _____

Position Held	Duration by Date(s)

4.3 Prior Employer's Name: _____

Dates of Employment: _____

Position Held	Duration by Date(s)

UMBC ON-CALL ACTUARIAL SERVICES FOR THE HILLTOP INSTITUTE
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of 4

Proposer: _____

4.4 Prior Employer's Name: _____

Dates of Employment: _____

Position Held	Duration by Date(s)

Note: Attach additional pages for employment beyond four (4) employers.

5. **SIMILAR RELEVANT PROJECT EXPERIENCE/REFERENCES:** Provide a **full** description of the person's project experience, including their role on the project. (Note: As indicated in the solicitation document, references are to be **project/contract references not employment references**; that is, the University is interested in speaking to a Client regarding the person's performance on a particular project.) Per the solicitation documents, the University will contact the references provided below during the evaluation.

5.1 Project Reference Contact Person & Title: _____

Telephone Number: _____ eMail Address: _____

Company Name: _____

Key Person's Role: _____

Description of Services Provided:

Contract Period: _____

Duration Key Person was on the Project:

Note: If key person not assigned for the full duration of the contract, please explain why:

Why is this project similar/relevant to the University's project?

**UMBC ON-CALL ACTUARIAL SERVICES FOR THE HILLTOP INSTITUTE
RFP # BC-21043-VP - KEY PERSONNEL FORM**

Proposer: _____

5.2 Project Reference Contact Person & Title: _____

Telephone Number: _____ eMail Address: _____

Company Name: _____

Key Person's Role: _____

Description of Services Provided:

Contract Period: _____

Duration Key Person was on the Project:

Note: If key person not assigned for the full duration of the contract, please explain why:

Why is this project similar/relevant to the University's project?

5.3 Project Reference Contact Person & Title: _____

Telephone Number: _____ eMail Address: _____

Company Name: _____

Key Person's Role: _____

Description of Services Provided:

Contract Period: _____

Duration Key Person was on the Project:

UMBC ON-CALL ACTUARIAL SERVICES FOR THE HILLTOP INSTITUTE
RFP # BC-21043-VP - STAFFING FORM

PROPOSING FIRM _____

1. Complete for Key Personnel who will be assigned to the University's On-Call Actuarial Services Contract:

<u>NAME</u>	<u>POSITION</u>	<u># OF YEARS WITH PROPOSING FIRM</u>	<u>EDUCATION</u>	<u># OF YEARS EXPERIENCE</u>	<u># OF YEARS WITH PROPOSING FIRM</u>

UMBC ON-CALL ACTUARIAL SERVICES FOR THE HILLTOP INSTITUTE

RFP # BC-21043-VP - KEY PERSONNEL FORM

Proposer: _____

Note: If key person not assigned for the full duration of the contract, please explain why:

Why is this project similar/relevant to the University's project?

6. Percentage of time this person will commit to the UMBC account: _____

7. **OTHER 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 finds appropriate and just indicate on this form to see attached pages.

END OF FORM

**UMBC ON-CALL ACTUARIAL SERVICES FOR THE HILLTOP INSTITUTE
RFP # BC-21043-VP - FIRM EXPERIENCE FORM**

Note: A separate form is to be completed and submitted for each of the requested three (3) projects. At least One (1) should be an “on-call” contract; and one should be with a government agency, and should be within the last three (3) years.

Proposer: _____

Project Name: _____

Company/Institution Name: _____

Contact Person’s Name: _____ Title: _____

Contact Phone Number: _____ eMail Address: _____

1. Description of Services Performed:

2. Dates services provided: (Contract start date and contract completion date):

3. Contract/Fee Dollar Value: \$ _____
(If this information is confidential, please indicate a dollar range such as “between \$ _____ and \$ _____”).

4. Proposing Firm’s role on this project/contract: _____

5. Project Setting (i.e. University, etc.): _____

6. Name of key personnel who were assigned and their role (inclusive of proposed principal consultant if applicable):

Person’s Name	Role on the project

7. Similarities to the UMBC Engagement: _____

END OF FIRM EXPERIENCE FORM

UMBC ON-CALL ACTUARIAL SERVICES FOR THE HILLTOP INSTITUTE
RFP # BC-21043-VP

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. NOT USED

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

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

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

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

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

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

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

E. AFFIRMATION REGARDING DEBARMENT

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-

G. SUB-CONTRACT AFFIRMATION

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

H. AFFIRMATION REGARDING COLLUSION

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

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

I. FINANCIAL DISCLOSURE AFFIRMATION

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

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

K. DRUG AND ALCOHOL-FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs and alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace,
 - (ii) The business' policy of maintaining a drug and alcohol-free workplace,
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by K(2)(b), above;
 - (h) Notify its employees in the statement required by §K(2)(b) above, that as a condition of continued employment on the contract, the employee shall:

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

(a) The award of contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

(If not applicable, so state.)

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

M. CONTINGENT FEES

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

N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

O. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

P. ACKNOWLEDGMENT

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

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

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

Company Name: _____

FEIN No: _____

RFP NO.: BC-21043-VP

**TECHNICAL PROPOSALS
DUE DATE:**

Thursday, January 19, 2017 at 2:00 P.M. (EDT)

RFP FOR:

**UMBC ON-CALL ACTUARIAL SERVICES FOR THE
HILLTOP INSTITUTE**

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

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

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

Signature

Name Printed

Title

Date

END OF FORM

APPENDIX B

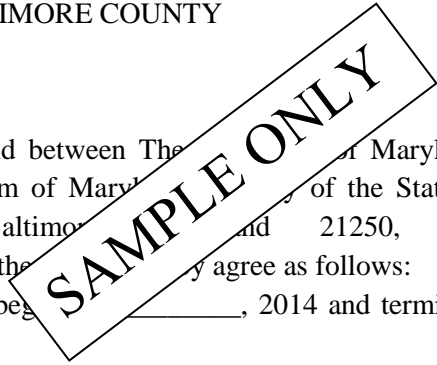
CONTRACT FORMS

(These forms will be completed only by the firm that is awarded the contract)

UMBC Services Contract
Contract Affidavit

CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

By this Contract, made as of the ___ day of _____, 2016, by and between The _____ of Maryland, Baltimore County, a constituent institution of the University System of Maryland _____ of the State of Maryland (“University”), 1000 Hilltop Circle, Baltimore _____ and 21250, and _____ (“Contractor”), for _____, the _____ agree as follows:



1. **TERM OF CONTRACT:** The term of this Contract shall be _____, 2014 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. BC-20946-P, Exhibits A through E attached, and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforementioned 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 \$_____ for the initial term and each subsequent renewal term.
 - 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 FOB 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, design 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 officers, 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 at anytime during the performance of the services be made available to the University upon request by 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 or 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 16 below.
- C. If any products furnished by Contractor become, or in Contractor's opinion, are likely to become, the 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. **NON-DISCRIMINATION IN EMPLOYMENT:** During the performance of this contract, the Contractor agrees as follows: (a) The Contractor will not discriminate against any employee, applicant for employment, or individual because of race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran's status, genetic information, and/or physical or mental handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran's status, genetic information, and/or physical or mental handicap; (b) The Contractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must, at minimum, contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined; (c) The Contractor will post in conspicuous places, available to employees, applicants for employment, and representatives of each labor union with which the covered Contractor has a collective bargaining agreement, notices setting forth the provisions of the nondiscrimination clause in subsection (a); (d) In the event of the Contractor's noncompliance with the nondiscrimination clause, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the University of Maryland Baltimore County (UMBC); and (e) The Contractor will include the provisions of paragraphs (a) through (d) in every subcontract so that such provisions will be binding upon each subcontractor or vendor.
12. **CIVIL RIGHTS ACT 1964:** Vendors and Contractors providing materials, equipment, supplies or services to the State under this Contract herewith 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.
13. **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 01.01.1993.16.
14. **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.
15. **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.
16. **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.

17. **SOFTWARE CONTRACTS:** NA
18. **EPA COMPLIANCE:** NA
19. **TERMINATION OF MULTI-YEAR CONTRACTS DUE TO LACK OF 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-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 may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
20. **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 Contractor 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.
21. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits 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.
22. **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.
23. **VARIATIONS IN ESTIMATED QUANTITIES:** NA
24. **LIQUIDATED DAMAGES:** NA
25. **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.

26. **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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **COMPLIANCE WITH LAWS:** The Contractor hereby represents and warrants that:
- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
 - C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.
32. **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.
33. **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 adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
 - C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.
34. **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, are prohibited.
35. **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.
36. **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.
37. **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.
38. **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 the 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 others 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.

39. **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.

40. **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.

41. **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.

42. **FORCE MAJEURE**: If either party's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond that party's control, then each party's obligations with respect to the affected performance(s) shall be excused and neither party will have any liability in connection therewith.

43. **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.

44. **COMPLIANCE WITH FERPA**: The University agrees that, for purposes of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) as amended ("FERPA"), the Contractor will be considered a contractor to whom functions and services have been outsourced by the University. As a result of these function and services, the Contractor might have access to educational records, as defined by FERPA. Contractor agrees that it shall not re-disclose personally identifiable educational records that it receives from the University pursuant to this Agreement, unless such disclosure is authorized to perform the functions and services provided through this agreement or is authorized under FERPA. Contractor expressly warrants and represents that it shall not use the student information or educational records provided by the University for any purpose other than to comply with the terms of this Agreement with the University. Contractor shall indemnify and hold harmless the University from and against any and all

claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, attorney's fees, and other reasonable expenses of litigation, which may arise out of, relate to, or be a consequence of, an unauthorized disclosure of educational records. Contractor will, upon discovery, or receipt of notice, of a potential, or actual, material unauthorized disclosure of educational records, immediately report said occurrence to the University. Contractor will work with the University to remediate the unauthorized disclosure (or anticipated unauthorized disclosure) at the expense of Contractor. The terms of the remediation are the sole and exclusive determination of the University.

45. **SMOKE-FREE CAMPUS:** In an effort to provide a healthy, smoke-free environment for everyone on campus, and in accordance with USM policy, effective, July 1, 2013, UMBC has become smoke-free campus. The campus has provided two designated areas removed from major pedestrian traffic. All existing smoking urns have been removed, and new urns have been placed at each designated smoking area. Permanent smoking shelters will be installed during the fall semester. The two locations will be the Park Road Smoking Area, adjacent to Lots 1 and 3; and the Fine Arts Service Smoking Area, near the Fine Arts Building service area. To ensure that this policy is adhered to, individuals found in violation will be directed to review the smoking policy online at smokefree.umbc.edu. Those violating the policy after that will be subject to a fine. This new policy reflects a national movement to provide healthy, smoke-free environments on college campuses and brings UMBC in line with more than 800 colleges in the United States that are already smoke free.
46. **RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL:**
- A. The Seller shall comply with all applicable U.S. export control laws and regulations in the performance of this Purchase Order and the distribution and use of resulting work products. Generally, U.S. export control laws and regulations apply to any shipment, transmission, transfer, or exposure to any foreign person, as defined in 22 CFR 120.16, of commodities (equipment, hardware, or material); technology (technical data, information, or assistance); and software (commercial or custom), regardless of where (inside or outside the United States) or how it may occur.
 - B. The Seller shall be responsible for obtaining the appropriate licenses or other approvals for exports of commodities, technology, and software, unless an exemption or exception applies. The Seller shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person or entity in the performance of this Purchase Order, including instances where the work is to be performed at the LLNL, where the foreign person or entity will have access to any information, technology, or software subject to export control.
 - C. The Seller shall be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions and exceptions.
 - D. The Seller shall ensure that the provisions of this clause apply to its subcontractors
47. **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.
48. **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 Valid is attached and is a part of this Contract that must be executed by an authorized representative of the Contractor.
49. **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. All references to days in this Agreement mean calendar days, unless otherwise expressly stated. All references to including mean including without limitation.
- C. Partial Invalidity. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.
- D. Notices. Any 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.

(Signatures to be placed on the following page)

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

(Revised 05/29/14)

CONTRACT AFFIDAVIT

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

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

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

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____ By: _____

Revised January 2013

**UMBC ON-CALL ACTUARIAL SERVICES FOR THE HILLTOP INSTITUTE
RFP # BC-21043-VP**

APPENDIX C

PRICE PROPOSAL FORM

RFP NO.: BC-21043-VP
PRICE PROPOSAL DUE: FRIDAY, FEBRUARY 24, 2017 at 2:00 P.M. (EDT)
PROPOSAL FOR: UMBC ON-CALL ACTUARIAL SERVICES FOR
THE HILLTOP INSTITUTE

PROPOSER: _____

Federal Identification Number/Social Security Number: _____

PRICE PROPOSAL

DATE _____

Ms. Donna von Paris
University of Maryland Baltimore County
1000 Hilltop Circle, Administration Building #301
Baltimore, MD 21250

Dear Ms. von Paris,

The undersigned hereby submits the Price Proposal as set forth in RFP #BC-21043-VP dated 12/15/16 and the following subsequent addenda:

Addendum _____	dated _____
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 Proposer.

1. HOURLY RATES: Contractor is to provide a fully loaded hourly rate (i.e., including fringes and all overhead/indirect costs) for Key Personnel who will be assigned to the University's On-Call Actuarial Services Contract.

PROPOSER: _____

2. BREAKDOWN OF KEY PERSONNEL:

<i>On Call Actuarial Services for the Hilltop Institute</i>	<i>Consultant Name</i>	<i>Hourly Rate</i>
<i>1. Project Manager</i>		
<i>2. Actuary</i>		
<i>3. Analyst</i>		
<i>4. Other (specify)</i>		

Add additional rows as needed for additional Key Personnel.

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 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. We further confirm that the Project Manager named within our Technical Proposal and any clarifications thereto, 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 are placed on the following page)

The undersigned hereby certifies that he/she is a duly authorized officer of the Proposer and can bind the Proposer to the prices stated herein.

Proposer (Company Name)

Authorized
Signature

Print Name

Title

END OF PRICE PROPOSAL FORM

**UMBC ON-CALL ACTUARIAL SERVICES FOR THE HILLTOP INSTITUTE
RFP # BC-21043-VP**

APPENDIX D

OTHER GENERAL INFORMATION FOR PROPOSERS

Appendix D – Other General Information for Proposers

1. 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. Refer to section 2.20 below.
- 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 **Time** – any time stated in this solicitation (e.g., 11:00 a.m.) is eastern standard time (“E.S.T.”)
- 1.10 **University or “UMBC”** – means the University of Maryland Baltimore County.
- 1.11 **USM** means the University System of Maryland.

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

- 2.1 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.
- 2.2 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.
- 2.3 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.

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 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 as a part of Bid/Proposal Affidavit – Appendix A of the RFP.

2.9 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.

2.10 Indemnification and Responsibility for Claims and Liability With respect to any contract, which results from this solicitation, Proposer must note the following:

2.10.1 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.

2.10.2 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.

2.10.3 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.

2.10.4 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.

2.11 Insurance:

2.11.1 The Contractor shall secure, pay the premiums for, and keep in force until the expirations 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 Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.

.3 Property damage liability insurance with a limit of not less than \$2,000,000 for each accident.

.4 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.

2.11.2 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 item 2.22.1 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.

2.11.3 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.

2.11.4 All required insurance coverages 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.

2.11.5 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.

2.11.6 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.

2.12 **Data Security and Confidentiality**

2.12.1 The selected contractor may have access to, may obtain, or be given confidential information, including without limitation information concerning the University's business strategies, political and legislative affairs, students, faculty, employees, vendors, contractors, student records or student financial information, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act ("FERPA"), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. The selected firm must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the University's and borrower's confidential information.

2.12.2 UMBC may conduct discussions with Proposers in order to evaluate their abilities and responsiveness to the RFP. In order to facilitate the discussions and to allow Proposer to

propose responsive solutions to UMBC's needs and requirements, UMBC is willing to disclose certain confidential information to Proposer, including without limitation information concerning UMBC's business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation ("Confidential Information"). By submitting a proposal in response to this RFP, Proposers agree: (i) to use Confidential Information solely for purposes of responding to and discussing the RFP; and (ii) not to disclose, permit or cause use of, or provide access to Confidential Information to any third person or entity.

END OF APPENDIX D

APPENDIX E

Data Use Agreement

(These forms will be completed only by the firm that is awarded the contract)

Data Use Agreement

**UMBC ON-CALL ACTUARIAL SERVICES FOR
THE HILLTOP INSTITUTE
RFP # BC-21043VP**

**DATA USE AGREEMENT
(DUA)
Sample Document**

Note to Proposers: Task Orders issued under the University's On-Call Actuarial Services Contract may require that the Contractor be given access to data containing protected health information (e.g., Maryland Medicaid administrative data). Below is a sample data use agreement. Agreements will be developed for each task order appropriate to sponsor requirements, data sharing needs, and the scope of work.

This Data Use Agreement (hereinafter referred to as "DUA" or "Agreement") is entered into on this ____ day of _____, _____ ("Effective Date") by and between the **University of Maryland Baltimore County** (including its affiliates and subsidiaries, hereinafter referred to, individually and collectively, as "UMBC"), a public agency and instrumentality of the State of Maryland, having its principal executive offices at 1000 Hilltop Circle, Baltimore, Maryland 21250 and _____, a company whose principal place of business is located at _____ (including its affiliates and subsidiaries, hereinafter referred to as "Recipient"); and

WHEREAS, UMBC possesses certain data sets provided to it from the Maryland Department of Health and Mental Hygiene (hereinafter referred to as "DHMH"); and these data sets (hereinafter referred to as "UMBC Data") refer collectively to DHMH Medicaid data and any subset thereof. The UMBC Data that is requested by Recipient under this DUA is described in **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, UMBC Data may contain Protected Health Information (hereinafter referred to as "PHI"), a term which shall generally have the same meaning as the term "protected health information" defined in 45 C.F.R. § 160.103; and

WHEREAS, this DUA sets forth the terms and conditions pursuant to which UMBC will provide the Recipient with access to all or part of the UMBC Data so as to ensure the confidentiality, integrity, and security of the UMBC Data. UMBC affirms that 45 CFR 164, Subpart E (hereinafter referred to as the "HIPAA Privacy Rule"), together with any updated rules, as well as the American Recovery and Reinvestment Act of 2009 (hereinafter referred to as "ARRA") and HITECH (as applicable) allows UMBC to make available a limited data set to Recipient for the purposes of research, public health, or healthcare operations, provided that Recipient agrees to be bound by the terms and conditions set forth in this DUA; and

WHEREAS, the wealth of available data may make possible the individual identification of some of the data subjects. To protect the confidentiality and privacy of these data subjects,

Recipient, who shall be granted access to such UMBC Data, must adhere to the requirements set forth in this DUA; and

WHEREAS, UMBC agrees to make such limited data set available provided that Recipient agrees to abide by the terms and conditions of this DUA as well as any applicable Institutional Review Board (hereinafter referred to as “IRB”) requirements. Failure to comply with this DUA may result in the remedies referenced herein, including, but not limited to, denial of further access to UMBC Data, immediate termination of this DUA pursuant to the provisions of Section 9 of this DUA as provided for hereafter, and Recipient and Recipient’s employees’ liability to legal action brought against the Recipient and Recipient’s employees by the data subjects, their families, the State of Maryland, and/or the United States Government; and

WHEREAS, Recipient-employed, _____ (hereinafter referred to as “Recipient Principal Investigator”) and _____ (hereinafter referred to as “Recipient Data Custodian”), request access to UMBC Data at their, and Recipient’s, sole risk and at no expense whatsoever to UMBC. Recipient may be required to submit Payment to UMBC for such access and/or transfer of UMBC Data pursuant to the Memorandum of Understanding dated _____, _____.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, UMBC and Recipient hereby agree as follows:

1. Research Project

1.1 UMBC Data, specifically described in **Exhibit A** attached hereto and incorporated herein by reference, will be used by Recipient Principal Investigator solely in connection with the Research Project. The Research Project should include the Project Title, a complete description of the objectives and design, and a brief description of the analysis plan.

Recipient agrees that UMBC Data will not be used in any research that is not disclosed and approved by UMBC as part of the scope of the Research Project.

1.2 In the event that UMBC Data transferred under this DUA contains PHI, then the Business Associate Agreement (hereinafter referred to as “BAA”), attached hereto and incorporated herein by reference as **Exhibit B**, shall set forth the rights, duties, and liabilities related to Recipient’s receipt, use, transmission, and care of UMBC Data containing such PHI. Recipient shall not receive any UMBC Data containing PHI until Recipient agrees to the terms and conditions set forth in both this DUA and the BAA.

1.3 Recipient acknowledges that the conditions for use of the UMBC Data may not be exempt from review and, if required, have been approved by Recipient’s IRB operating under an Office of Human Research Protections-approved Assurance and in accordance with DHHS regulations. If applicable, Recipient agrees to comply fully with all such conditions. Recipient agrees to report promptly to UMBC any proposed change in the Research Project and any unanticipated problems involving risks to subjects or others. This Agreement is made in addition to, and does not supersede, any of Recipient’s institutional policies or any local, State, and/or Federal laws and regulations which provide additional protections for

human subjects, as specified in the Inter-Institution IRB Agreement, attached hereto and incorporated herein by reference as **Exhibit C**.

1.4 This DUA covers only the Scope of Work/Research Project described in attached **Exhibit A**. Recipient agrees to submit for approval by UMBC a new, completed DUA for each research project for which UMBC Data are requested.

2. Non-Transferability; Change of PI; Change of Data Custodian

2.1 This DUA is not transferable. Recipient agrees that a new DUA, or a written, mutually agreed upon amendment, must be executed in the event that any substantive changes are made to the Research Project described above. The newly executed DUA or amendment shall designate the scope of the changed Research Project. Furthermore, Recipient agrees to retain control over UMBC Data, and further agrees not to transfer UMBC Data to any other entity or individual.

2.2 Recipient agrees that a new DUA, or a written, mutually agreed upon amendment, must be executed in the event that Recipient appoints a new Recipient Principal Investigator to complete the Research Project. The newly executed DUA or amendment shall designate the new Recipient Principal Investigator. UMBC reserves the right to accept or reject any newly appointed Recipient Principal Investigator and to approve or disapprove continuance of this Research Project and Recipient's use of the UMBC Data under the new Recipient Principal Investigator. Should UMBC reject Recipient's newly appointed Recipient Principal Investigator, UMBC reserves the right, in its sole discretion, to terminate this DUA and require Recipient's immediate return and/or destruction of all UMBC Data in accordance with Section 9 of this DUA as provided for hereafter.

2.3 Recipient further agrees that a new DUA, or a written, mutually agreed upon amendment, must be executed in the event that Recipient appoints a new Recipient Data Custodian to maintain and control the UMBC Data. The newly executed DUA or amendment shall designate the new Recipient Data Custodian. UMBC reserves the right to accept or reject any newly appointed Recipient Data Custodian and to approve or disapprove continuance of this Research Project and Recipient's use of the UMBC Data under the new Recipient Data Custodian. Should UMBC reject Recipient's newly appointed Recipient Data Custodian, UMBC reserves the right, in its sole discretion, to terminate this DUA and require Recipient's immediate return and/or destruction of all UMBC Data in accordance with Section 9 of this DUA as provided for hereafter.

3. Publication

Recipient agrees to provide to UMBC for approval a copy of any manuscript document at least thirty (30) days in advance of any submission for publication and at least fifteen (15) days in advance of any submission or presentation for all meeting abstracts and presentations in order to ensure compliance with the confidentiality requirements set forth herein. UMBC will review the submitted documentation for appropriate contents and acknowledgements as described and set forth herein.

4. Collaborations

If the Research Project involves collaboration with UMBC Investigators, then the manuscripts will also be reviewed by contributing UMBC Investigators, and Recipient will provide co-authorship acknowledgment to contributing UMBC Investigators and/or participants as scientifically appropriate. Terms and conditions of any such arrangement shall be set forth in the Collaborative Research Agreement, attached hereto and incorporated herein by reference as **Exhibit D**, if applicable.

5. Non-Identification

5.1 Recipient agrees that UMBC Data will not be used, either solely or in conjunction with any other information, in any effort whatsoever to establish the individual identities of any of the subjects from whom UMBC Data were obtained.

The Recipient agrees not to disclose direct findings, listings, or information derived from the file(s) specified herein, with or without direct identifiers, if such findings, listings, or information can, by themselves or in combination with other data, be used to deduce an individual's identity. Examples of such data elements include, but are not limited to geographic location, age if > 89, sex, diagnosis and procedure, admission/discharge date(s), or date of death.

The Recipient agrees that any use of UMBC data in the creation of any document (manuscript, table, chart, study, report, etc.) concerning the purpose specified herein (regardless of whether the report or other writing expressly refers to such purpose, or to the files specified herein or any data derived from such files) shall agree that no cell (e.g. admittances, discharges, patients, services) 10 or less may be displayed. Also, no use of percentages or other mathematical formulas may be used if they result in the display of a cell 10 or less. By signing this Agreement, the Recipient hereby agrees to abide by these rules and, therefore, will not be required to submit any written documents for review. If the Recipient is unsure if they meet the above criteria, the Recipient may submit their written products for review. UMBC agrees to make a determination about approval and to notify the Recipient within 4 to 6 weeks after receipt of findings. UMBC may withhold approval for publication only if it determines that the format in which data are presented may result in identification of individual beneficiaries

5.2 In the event that PHI is disclosed to the Recipient, Recipient agrees that it shall not disclose, release, reveal, show, sell, lease, loan, or otherwise grant access to the UMBC Data covered by this DUA except as expressly authorized under the terms of the proposal or as approved by UMBC.

5.3 The Recipient shall care for any PHI disclosed as follows:

- a. Establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use of or access to the UMBC Data.

- b. Maintain all PHI on a password-protected computer in a locked office area.
- c. Provide PHI access only to those individuals within the Recipient's organization whom the Recipient determines need such access in order for the Recipient to achieve the purposes of this DUA, as stated herein, with the proviso that end users have completed human subject and HIPAA Training.
- d. Transfer any PHI solely by means of secure FTP server, encrypted CD ROM, or other similarly or more secured method, as approved by UMBC.

5.4 The Recipient shall document and notify UMBC of a breach, or suspected breach, of the security and/or safeguards to protect PHI, or the unauthorized access to UMBC Data. The notification shall be made without unreasonable delay and in no case later than 15 calendar days after the incident constituting the breach, suspected breach, or unauthorized access is first known, or reasonably should have been known, except when law enforcement officials determine that notification would impede a criminal investigation or cause damage to national security.

6. Non-Data

Notwithstanding the definition of "UMBC Data" or the agreed to Terms and Conditions of this DUA, Recipient's obligations under this DUA shall not extend to any information:

- a. That can be demonstrated to have been publicly known at the time of disclosure; or
- b. That can be demonstrated to have been in the possession of, or that can be demonstrated to have been readily available to, the Recipient from another source prior to the disclosure; or
- c. That becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by Recipient; or
- d. That can be demonstrated as independently developed or acquired by Recipient without reference to or reliance upon UMBC Data provided under this Agreement; or
- e. That is required to be disclosed by law, provided the Recipient takes responsible and lawful actions to avoid and/or minimize such disclosures.

7. Non-Endorsement, Indemnification

7.1 Recipient agrees not to claim, infer, or imply UMBC and/or Governmental endorsement of the Research Project, the entity, or personnel conducting the Research Project or of resulting commercial product(s) except as described herein.

7.2 Unless prohibited by law or otherwise modified by law, Recipient shall indemnify, defend, and hold harmless UMBC, the University System of Maryland, the State of Maryland, their affiliates, and their respective Regents, trustees, officers, directors, employees, and agents from and against any claim, cause of action, liability, damage, cost, or expense, including without limitation reasonable attorney's fees and court costs, arising out of or in connection with any unauthorized or prohibited use or disclosure of all or part of the UMBC Data or any other breach of this DUA by the Recipient or any subcontractor, agent, or person under the Recipient's control.

8. Amendments

Amendments to this DUA must be made in writing and signed by authorized representatives of all parties.

9. Term and Termination

9.1 The Term of this Agreement shall commence on _____, _____ ("Effective Date") and will continue in effect for period of one (1) year unless terminated prior to expiration of this Agreement as provide for herein.

9.2 UMBC may terminate this DUA if Recipient is in breach of any term or condition of this DUA and such breach has not been remedied within thirty (30) days after the date of written notice to Recipient from UMBC's authorized representative alerting Recipient of such breach.

9.3 UMBC may immediately terminate this DUA, without notice or warning, if UMBC determines or reasonably believes that Recipient has failed to protect UMBC Data or PHI and continues to put UMBC Data or PHI at risk for unauthorized disclosure or breach. Any violation of laws, ordinances, rules and regulations, and applicable codes of ethics, regarding the confidentiality of UMBC Data or PHI referenced herein, shall constitute a material breach of this Agreement and shall entitle UMBC to terminate this Agreement immediately.

9.4 Upon termination of this DUA, for any reason, Recipient shall return or, if agreed to by UMBC, destroy all UMBC Data or PHI received from UMBC, or created, maintained, or received by Recipient on behalf of UMBC, that the Recipient still maintains in any form. Recipient shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Recipient. **Exhibit E** (hereafter referred to as "COD" and attached herein), shall be completed to certify the return or destruction of the PHI data. Absent a mutually agreed extension of this DUA, the COD shall be due to UMBC no later than XX/XX/XXXX.

10. Survival

Any provision of this Agreement which contemplates performance or observance notwithstanding any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.

11. Disqualification, Enforcement

Recipient's failure to comply with any of the terms specified herein may result in disqualification of Recipient from receiving additional UMBC Data. UMBC, by and through the State of Maryland, shall have the right to institute and prosecute any proceeding at law or in equity against the Recipient for violating or threatening to violate the confidentiality requirements of this Agreement, impose additional limitation on the use of UMBC Data provided, or both. Proceedings may be initiated against the violating party, legal representatives, and assigns, for a restraining injunction, compensatory and punitive damages, mandamus, and/or any other proceeding in law or equity, including obtaining the proceeds from any intellectual property or other rights that are derived in whole or in part from the breach of the confidentiality requirements or use limitations described in this Agreement. The Parties agree that any breach of this Agreement may cause irreparable injury for which no adequate remedy at law exists; therefore, the Parties agree that equitable remedies, including without limitation, injunctive relief and specific performance, may be appropriate remedies to redress any breach or threatened breach of this Agreement, in addition to other remedies available to the Parties. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and shall not be deemed exclusive except as expressly provided. In addition, Recipient acknowledges and agrees that a breach or threatened breach of the confidentiality requirements or use limitations of this Agreement may subject Recipient to legal action initiated by UMBC Data subjects, their families, or both.

12. Representations

Recipient represents that Recipient is under no obligation which is inconsistent with this Agreement, and that Recipient will not enter into any agreement with a third party, the terms of which may be inconsistent with this Agreement.

13. Compliance with Law

Each party shall comply with all Federal, State, and Local laws, ordinances, rules and regulations, and applicable code of ethics pertaining to or regulating the performance of this Agreement, including, but not limited to, those pertinent to confidentiality, including those now in effect and hereafter adopted. Any violation of such laws, ordinances, rules and regulations, and applicable codes of ethics shall constitute a material breach of this Agreement and shall entitle the non-breaching party to terminate this Agreement immediately upon delivery of written notice of termination to the breaching party.

14. Non-Waiver/Cumulative Remedies

The waiver of any term of this Agreement, or the failure of a party to insist on strict compliance and prompt performance of any terms of this Agreement, followed by the acceptance of such performance thereafter, shall not constitute or be construed as a waiver or relinquishment of any

right by the party to enforce all terms strictly in the event of a continuous or subsequent default or breach.

15. Severability

Each provision of this Agreement shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions of the Agreement, which shall remain in full force and effect.

16. Maryland Law Prevails.

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. Any legal proceeding arising out of or relating to the Agreement 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.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

The undersigned UMBC and Recipient expressly certify and affirm that the contents of any statements made herein are truthful and accurate.

University of Maryland Baltimore County
Authorized Official:

By: _____

Name: _____

Title: _____

Recipient Authorized Official:

By: _____

Name: _____

Title: _____

Recipient Principal Investigator:

By: _____

Name: _____

Title: _____

Recipient Data Custodian:

By: _____

Name: _____

Title: _____

EXHIBIT A

SCOPE OF WORK

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the University of Maryland Baltimore County (hereinafter referred to as “UMBC”), a contractor of the Maryland Department of Health and Mental Hygiene (herein referred to as “Covered Entity”), and _____ (hereinafter known as “Business Associate”). UMBC and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, UMBC has a relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of UMBC as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between UMBC and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, UMBC and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§ 4-301 *et seq.*) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements that UMBC and Business Associate may have entered into prior to the date hereof.

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS.

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific definitions:

1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the party to this Agreement, shall mean _____ a company whose principal place of business is located at _____ including its affiliates and subsidiaries.
2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean the Maryland Department of Health and Mental Hygiene.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. Protected Health Information (“PHI”). Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

II. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE.

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity’s and UMBC’s policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity and/or UMBC.
- D. Business Associate may, if directed to do so in writing by UMBC, create a limited data set, as defined at 45 CFR 164.514(e)(2) , for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 CFR § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement, as described in 45 CFR § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach, suspected breach, or violation of the data use agreement to UMBC immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration, or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, and Business Associate obtains reasonable written assurances from the person or entity to whom the information may be disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate

of any instances of which it is aware in which the confidentiality of the information has been breached. Business Associate agrees that any person or entity to whom further disclosures are made under this paragraph shall be required to abide by the same restrictions, terms, and conditions set forth in this Agreement.

- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual pursuant to §§13405(d)(1) and (2) of the HITECH Act.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in §13406 of the HITECH Act in connection with any PHI of Individuals.
- H. The Business Associate agrees not to disclose direct findings, listings, or information derived from the file(s) specified herein, with or without direct identifiers, if such findings, listings, or information can, by themselves or in combination with other data, be used to deduce an individual's identity. Examples of such data elements include, but are not limited to geographic location, age if > 89, sex, diagnosis and procedure, admission/discharge date(s), or date of death.

The Business Associate agrees that any use of UMBC data in the creation of any document (manuscript, table, chart, study, report, etc.) concerning the purpose specified herein (regardless of whether the report or other writing expressly refers to such purpose, or to the files specified herein or any data derived from such files) shall agree that no cell (e.g. admittances, discharges, patients, services) 10 or less may be displayed. Also, no use of percentages or other mathematical formulas may be used if they result in the display of a cell 10 or less. By signing this Agreement, the Business Associate hereby agrees to abide by these rules and, therefore, will not be required to submit any written documents for review. If the Business Associate is unsure if they meet the above criteria, the Business Associate may submit their written products for review. UMBC agrees to make a determination about approval and to notify the Business Associate within 4 to 6 weeks after receipt of findings. UMBC may withhold approval for publication only if it determines that the format in which data are presented may result in identification of individual beneficiaries

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law;
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D. 1. Business Associate agrees to report to UMBC any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes

aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure;

2. If the use or disclosure, referenced in Section III.D.1. above, amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:

- A. Is made to UMBC without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for Section III.D.1 and 2, Business Associate must notify UMBC of an incident involving the acquisition, access, use, or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
- B. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
- C. Is in substantially the same form as **ATTACHMENT 1** attached hereto; and
- D. Includes a draft letter for UMBC to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
 - i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - ii) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
 - iii) Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
 - iv) A brief description of what UMBC and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 - v) Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- E. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions,

and requirements that apply to the Business Associate with respect to such information. Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;

- F. Business Associate agrees it will make available PHI in a Designated Record Set to UMBC, or, as directed by UMBC, to an individual, as necessary to satisfy UMBC's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- G. Business Associate agrees it will make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by UMBC pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy UMBC's obligations under 45 C.F.R. § 164.526;
- H. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to UMBC or, as directed by UMBC, to an individual, as necessary to satisfy UMBC's obligations under 45 C.F.R. § 164.528;
- I. To the extent the Business Associate is to carry out one or more of UMBC's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to UMBC in the performance of such obligation(s);
- J. Business Associate agrees to make its internal practices, books, and records, including PHI, available to UMBC and/or the Covered Entity for purposes of determining compliance with the HIPAA Rules.
- K. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Data Use Agreement entered into and shall terminate when all of the PHI provided by UMBC to Business Associate, or the PHI created or received by Business Associate on behalf of UMBC, is destroyed or returned to UMBC, in accordance with the termination provisions in this Section IV, or on the date which UMBC terminates for cause as authorized in paragraph (B) of this Section IV, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by UMBC to Business Associate, or the PHI created or received by Business Associate on behalf of UMBC, Business Associate's obligations under this Agreement shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with UMBC. **Exhibit E** (hereafter referred to as "COD" and attached herein), shall be completed to certify the return or destruction of the PHI data.
- B. Termination for Cause. Upon UMBC's knowledge of a material breach of this Agreement by Business Associate, UMBC shall:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by UMBC, terminate this Agreement; or

2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and UMBC determines or reasonably believes that cure is not possible or is not in furtherance of the protections provided in this Agreement.

C. Effect of Termination.

1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by UMBC, destroy all PHI received from UMBC, or created, maintained, or received by Business Associate on behalf of UMBC, that the Business Associate still maintains in any form. Business Associate shall certify to UMBC that it has returned or destroyed all PHI received from UMBC, or created, maintained, or received by Business Associate on behalf of UMBC. Business Associate shall retain no copies of the PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. **Exhibit E** must be used to certify the return or destruction of all PHI data.
2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA, or an intentional or grossly negligent disclosure of information protected by the MCMRA, UMBC shall have the right to immediately terminate any contract, including this Agreement, then in force between the Parties, including the Underlying Agreement.

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. **CONSIDERATION AND RELIANCE**

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by UMBC in choosing to continue or commence a business relationship with Business Associate.

VI. **REMEDIES IN EVENT OF BREACH**

Business Associate hereby recognizes that irreparable harm will result to UMBC, and to the business of UMBC, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, UMBC shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, to the extent permitted by law, UMBC is entitled to reimbursement and indemnification from Business Associate for UMBC's reasonable attorneys' fees and expenses and costs that were incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy UMBC may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to UMBC at law or in equity.

VII. **MODIFICATION; AMENDMENT**

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for UMBC to comply with the requirements of the HIPAA rules and any other applicable law.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from UMBC, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

- A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit UMBC to comply with the Privacy and Security Rules.
- B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. Notice to UMBC. Any notice required under this Agreement to be given to UMBC shall be made in writing to:

TECHNICAL:

Address: 1000 Hilltop Circle
Baltimore, Maryland 21250

Attention: Cynthia Woodcock, The Hilltop Institute

Phone: 410-455-6273

CONTRACTUAL:

Address: 1000 Hilltop Circle
Baltimore, Maryland 21250

Attention: Dr. Michael Walsh, Office of Sponsored Programs

Phone: 410-455-3037

- D. Notice to Business Associate. Any notice required under this Agreement to be given to Business Associate shall be made in writing to:

Address: _____

Attention: _____

Phone: _____

- E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- F. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

**UNIVERSITY OF MARYLAND BALTIMORE
COUNTY AUTHORIZED OFFICIAL**

By: _____

Name: _____

Title: _____

Date: _____

RECIPIENT AUTHORIZED OFFICIAL:

By: _____

Name: _____

Title: _____

Date: _____

**RECIPIENT PRINCIPAL
INVESTIGATOR:**

By: _____

Name: _____

Title: _____

Date: _____

RECIPIENT DATA CUSTODIAN:

By: _____

Name: _____

Title: _____

Date: _____

Rev. 10/17/2013

ATTACHMENT 1

**FORM OF NOTIFICATION TO UMBC OF
BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between UMBC, a contractor of the Maryland Department of Health and Mental Hygiene (DHMH), and _____ (Business Associate).

Business Associate hereby notifies UMBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach:

Names of individuals affected by the breach: (attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Rev. 10/17/2013

EXHIBIT C

INTER-INSTITUTION IRB AGREEMENT ASSOCIATED WITH THIS DATA USE
AGREEMENT

EXHIBIT D

COLLABORATIVE RESEARCH AGREEMENT ASSOCIATED WITH THIS AGREEMENT

EXHIBIT E

DATA USE AGREEMENT (DUA) CERTIFICATE OF DISPOSITION (COD) FOR DATA ACQUIRED FROM UMBC/THE HILLTOP INSTITUTE

This certificate is to be completed and submitted to UMBC to certify the destruction and discontinued use of all data in any form --including electronic data and artifact data-- covered by the listed Data Use Agreement (DUA) at all locations and/or under the control of all individuals with access to the data. This includes any and all original files, copies made of the files, any derivatives or subsets of the files and any manipulated files. The requester may not retain any copies, derivatives or manipulated files – all files must be destroyed or properly approved in writing by UMBC for continued use under an additional DUA(s). UMBC will close the listed DUA upon receipt and review of this certificate and provide e-mail confirmation to the submitter of the certificate.

1. REQUESTER ORGANIZATION: _____

2. DATA USE AGREEMENT (DUA) NO.: _____

3. CHECK ONLY ONE ITEM BELOW:

- a. All requested files and the copies, derivatives, subsets and manipulated files have been approved by UMBC for re-use. Attach a copy of the approval documentation.
- b. Some requested files or copies, derivatives, subsets and/or manipulated files have been approved by UMBC for re-use. Attach a copy of the approval documentation and list below the files that were destroyed.
- c. None of the files were ever received for this DUA.
- d. All files listed below, received under the DUA # listed above, have been destroyed, including copies, derivatives, subsets and manipulated files.

<u>File(s)</u>	<u>Year(s)</u>
_____	_____
_____	_____
_____	_____

4. By signing this Certificate, I confirm that **ALL** data requested for the DUA number listed above and as applicable, copies, derivatives, subsets and manipulated files, held by **all individuals who had access to, and from all the computers/storage** devices where the files were processed/stored in accordance with the terms and conditions of the DUA have been properly disposed of as indicated by section 3 above.

5. SIGNATURES:

DATA CUSTODIAN UNIVERSITY OF MARYLAND BALTIMORE COUNTY (UMBC):

BY: _____
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