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State Treasurer

**Bernadette T. Benik**  
Chief Deputy Treasurer

**MARYLAND STATE TREASURER'S OFFICE**

**Louis L. Goldstein Treasury Building  
80 Calvert Street, Room 109  
Annapolis, Maryland 21401**

**REQUEST FOR PROPOSALS**

**FOR**

**INVESTMENT ADVISOR FOR THE  
COLLEGE SAVINGS PLANS OF MARYLAND**

**RFP #CSPM-IA-03082016**

**DUE DATE: APRIL 1, 2016**

**Issued: March 8, 2016**

**KEY INFORMATION SUMMARY SHEET**

**Maryland State Treasurer's Office  
Request for Proposals  
For  
Investment Advisor for the  
College Savings Plans of Maryland  
RFP #CSPM-IA-03082016**

**Procurement Officer:** Anne Jewell  
Tel.: (410)260-7903  
Fax: (410)974-3530  
Email: [procurement@treasurer.state.md.us](mailto:procurement@treasurer.state.md.us)

**Submit Proposals to:** Maryland State Treasurer's Office  
Attn: Procurement Officer  
Louis L. Goldstein Treasury Building  
80 Calvert Street, Room 109  
Annapolis, Maryland 21401

**Solicitation Issue Date:** March 8, 2016

**Deadline for Receipt of Questions:** March 15, 2016 by 2:00 p.m. local time

**Proposal Due Date and Time:** April 1, 2016 by 2:00 p.m. local time

**Oral Presentation, if any:** May 2-3, 2016

**Tentative Contract Award:** May 27, 2016

**Notice:** Prospective offerors (the "Offerors") who received this document from <https://emaryland.buyspeed.com/bsa>, or from a source other than the Issuing Office, should immediately contact the Procurement Officer and provide their name and mailing address in order that amendments to this Request for Proposals or other communications can be sent to them. Any prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive amendments or other communications from the Issuing Office prior to the closing date.

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## **SECTION I. PROCUREMENT OBJECTIVE**

### **1.1 Summary**

Maryland's population of 5.7 million values higher education and has the income level that enables them to contribute towards college savings for their children and grandchildren. According to the most recent U.S. Census Bureau figures, Maryland has the second highest median household income in the nation at \$ 73,538 for 2013.

Maryland is also home to well-educated families. It ranks as one of the highest among U.S. states in the percentage of professional and technical workers in the labor pool according to the American Community Survey. The U.S. Department of Commerce, Bureau of the Census says that 35.2% of the population of Maryland have a bachelor's degree or higher, compared to the national percentage of 27.9%.

Based on these facts, the Board believes that Maryland offers a unique opportunity for the success of Section 529 Plans, which has been demonstrated in the success to date of both plans that are currently offered by the College Savings Plans of Maryland (CSPM): the Maryland Prepaid College Trust (MPCT), currently managed in house, and the Maryland College Investment Plan (MCIP), currently managed by T. Rowe Price Associates, Inc. (T. Rowe Price). Total assets invested in these plans currently exceed \$4.5 billion on behalf of more than 180,000 beneficiaries.

The Maryland State Treasurer's Office (the "Office"), on behalf of the Board of Trustees for the College Savings Plans of Maryland (the "Board") invites firms to submit proposals for the provision of investment advisory services to CSPM. Proposals must substantiate in detail and demonstrate the firm's ability to provide such services for CSPM as outlined in this RFP. Such services include periodic asset allocation reviews, investment policy updates, investment performance reviews, and other research projects as requested by CSPM. The term of this contract will be July 1, 2016 through June 30, 2019, with 2 one-year renewal options.

CSPM does not guarantee that it will purchase any service from any resulting contract. This contract will not be construed to require CSPM to procure exclusively from the Contractor. CSPM reserves the right to procure goods and services from other sources when it is in the best interest of CSPM to do so and without notice to the Contractor.

## **1.2 Procurement Method**

The Maryland State Treasurer's Office (the "Office") will conduct this solicitation in accordance with the competitive sealed proposals process under COMAR 21.05.03 and will award a single contract arising out of this RFP (the "Contract").

## **1.3 Issuing Office and Procurement Officer**

Maryland State Treasurer's Office  
Louis L. Goldstein Treasury Building  
80 Calvert Street, Room 109  
Annapolis, Maryland 21401

Procurement Officer: Anne Jewell  
Phone: (410) 260-7903  
E-mail: [procurement@treasurer.state.md.us](mailto:procurement@treasurer.state.md.us)

The sole point of contact for purposes of this procurement is the Procurement Officer. The Procurement Officer may designate others to act on her behalf. The Office may change the Procurement Officer or the limits of her authority at its discretion.

## **1.4 Contract Officer**

The Contract Officer monitors the daily activities of the Contract and provides technical guidance to the Contractor. The State Contract Officer is:

Lauren Shipley  
Executive Director  
College Savings Plans of Maryland  
217 E. Redwood Street, Suite 1350  
Baltimore, Maryland 21202  
Tel: (443)769-1035  
Email: [lshipley@collegesavingsmd.org](mailto:lshipley@collegesavingsmd.org)

## **1.5 Use of "eMaryland Marketplace"**

eMaryland Marketplace (<https://emaryland.buyspeed.com/bsa>) is a free electronic commerce system administered by the Maryland Department of General Services. The RFP, associated materials, and all other solicitation-related material will be provided via eMaryland Marketplace.

This means that all such information is immediately available to subscribers of eMaryland Marketplace. All subscribers will receive solicitation notifications as well as solicitation update/change order notifications. Because of the instant access afforded by eMaryland Marketplace, it is recommended that all Offerors interested in doing business with

Maryland State agencies subscribe to eMaryland Marketplace. The successful Offeror will be required to subscribe to eMaryland Marketplace upon Contract award.

### **1.6 Schedule of Events**

| <u>Event</u>                      | <u>Date</u>                            |
|-----------------------------------|--|
| Solicitation Issue Date           | March 8, 2016                          |
| Deadline for Receipt of Questions | March 15, 2016 by 2:00 p.m. Local Time |
| Proposal Due Date                 | April 1, 2016 by 2:00 p.m. Local Time  |
| Oral Presentations, if any        | May 2-3, 2016                          |
| Tentative Date of Contract Award  | May 27, 2016                           |

### **1.7 Pre-proposal Conference**

The Office will not hold a pre-proposal conference.

### **1.8 Questions and Inquiries**

All Offerors should direct their questions and inquiries to the Procurement Officer identified in Section 1.3 above. **Questions must be submitted in writing by mail or via email and received by the Issuing Office no later than 2:00 p.m. local time on Tuesday, March 15, 2016.** Oral questions will not be permitted. If the questions or inquiries pertain to a specific section of the RFP, Offerors must reference the relevant page and section number(s).

### **1.9 Submission Requirements and Deadline**

To be considered for award, Offerors must submit to the Procurement Officer a package containing one (1) printed original and 5 copies (total of 6) of the Technical Proposal and the Price Proposal, each in separate sealed envelopes. All submissions shall indicate the RFP Title and number, and the Offeror's name and address. **Proposals must be received by the Procurement Officer at the Issuing Office no later than 2:00 p.m. local time on Friday, April 1, 2016.** Additionally, each Offeror must provide to the Procurement Officer on compact disk one electronic copy of the Technical and Price Proposals submitted. As with the written submission, the electronic copy submission of the Technical Proposal and the Price Proposal must be provided in separate sealed envelopes. Refer to Section IV. Proposal Format for two-volume submission.

The Office will not grant requests for extension of the submission date or time. Offerors mailing proposals should allow sufficient mail and internal delivery time to ensure timely receipt of the proposals by the Procurement Officer at the Issuing Office. Except as permitted under COMAR 21.05.02.10, the Office will not consider proposals or unsolicited amendments to proposals arriving in the Issuing Office or received by the Procurement Officer after the closing date and time, regardless of the method of their transmission. The Office will not consider proposals submitted by electronic means only (facsimile or e-mail).

### **1.10 False Statements**

Offerors are advised that State Finance and Procurement Article §11-205.1, Annotated Code of Maryland provides as follows:

(a) *In general.* - In connection with a procurement contract a person may not willfully:

- (1) falsify, conceal, or suppress a material fact by any scheme or device;
- (2) make a false or fraudulent statement or representation of a material fact;
- or
- (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

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

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

### **1.11 Duration of Offer**

Proposals submitted in response to this solicitation are irrevocable for 120 days following the later of the proposal due date or the date the Procurement Officer receives final best and final offers, if any. At the request of the Procurement Officer, the Offeror may agree in writing to extend this period.

## SECTION II. GENERAL INFORMATION

### 2.1 **Electronic Distribution**

This RFP is published on *eMaryland Marketplace*, posted on the websites for the National Association of State Treasurers and the Office, and emailed to financial investment advisory firms known to be interested in receiving RFPs. Potential Offerors wishing to receive copies of the written document should contact the Procurement Officer identified in Section 1.3 above.

### 2.2 **Revisions to the RFP**

The Office reserves the right to amend this RFP at any time prior to the proposal due date and time. If it becomes necessary to revise this RFP at any time prior to the proposal due date and time, the Office will provide amendments to all prospective Offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Offerors will be required to acknowledge in writing the receipt of all amendments. In addition, the Office will post amendments to the RFP on the Office's Web Page at [www.treasurer.state.md.us](http://www.treasurer.state.md.us), (select "Procurement" and then "RFP for Investment Advisor for the College Savings Plans of Maryland"), and through eMaryland Marketplace at: <https://emaryland.buyspeed.com/bsq>. The Office will send amendments made after the due date for proposals only to those Offerors who submitted a timely proposal. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

### 2.3 **Cancellation of the RFP; Rejection of All Proposals**

The Office may cancel this RFP, in whole or in part, or may reject all proposals submitted in response whenever this action is determined to be fiscally advantageous to the State or otherwise in its best interests.

### 2.4 **Proposal Acceptance; Discussions**

The Office reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The Office also reserves the right, in its sole discretion, to award the Contract based upon the written proposals received without prior discussions or negotiations.

### 2.5 **Oral Presentation**

In support of their proposals, Offerors may be required to make an oral presentation, or conduct a demonstration, or both, not more than two calendar weeks after the Office has requested an Offeror to do so. Failure to be prepared to make an oral presentation or conduct a demonstration within this time period may prevent the Offeror's proposal from

receiving further consideration. All written representations will become part of the Offeror's proposal and are binding if a Contract is awarded to the Offeror.

## **2.6 Incurred Expenses**

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal in response to this RFP, including costs incurred in making an oral presentation, if required.

## **2.7 Proposal Form**

Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's proposal for meeting the requirements of this procurement. The Office will not accept oral, telegraphic, facsimile, mailgram, or electronically transmitted proposals.

## **2.8 Multiple or Alternate Proposals**

The Office will not accept multiple or alternative proposals.

## **2.9 Access to Public Records Act Notice**

An Offeror should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, General Provisions Article, Title 4, Annotated Code of Maryland. The Office may charge a fee for copies and search and preparation time, in accordance with COMAR 25.01.04.09. The Office may require payment of such fees before releasing the requested information.

## **2.10 Protests**

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies). Offerors must file in writing any protest regarding this solicitation with the Procurement Officer only. If the reason for the protest is apparent before the proposal opening, the Offeror must file the protest before the proposal opening. In all other cases, the Offeror must file the protest within 7 calendar days after the reason for the protest is known or should have been known.

The term "filed" means receipt by the Procurement Officer who has issued this solicitation.

The protest must be in writing and must contain (1) the name and address of the protester; (2) the appropriate identification of the solicitation and, if a Contract has been awarded, the Contract number if it is known; (3) a statement of the reasons for the protest; and (4) any supporting exhibits, evidence, or documents to substantiate any claims unless the

documents are not available within the filing time, in which case the date by which the supporting documents are expected to be available is to be noted.

### **2.11 Proposal Opening**

Proposals will not be opened publicly.

### **2.12 Bid/Proposal Affidavit**

Any proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Appendix B to this RFP.

### **2.13 Living Wage Requirements**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to State Finance and Procurement Article, Title 18, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Appendix C entitled "Living Wage Requirements for Service Contracts"). If the Offeror fails to complete and submit the Affidavit of Agreement (see Appendix D), the State may determine an Offeror to be not responsible.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least \$13.59 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$10.21 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation has been deemed to be a Tier 1 contract.

**All proposals must be accompanied by a completed Living Wage Affidavit of Agreement. A copy of this Affidavit is included as Appendix D to this RFP.**

### **2.14 Contract Affidavit**

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Appendix E to this RFP. This Affidavit should not be submitted with an Offeror's proposal.

## **2.15 Representations**

By submitting a proposal in response to this RFP, the Offeror represents that (a) it is not in arrears in the payment of any obligation due and owing the State or any department or unit thereof, including but not limited to the payment of taxes and employee benefits (the “State Obligations”), and (b) it is in compliance with all federal, State and local laws applicable to its activities and obligations under the Contract. Further, if selected for award, the Offeror agrees that these representations will continue in effect during the term of the Contract.

## **2.16 Minority Business Enterprises**

While Minority Business Enterprises are encouraged to apply, the Office has not established a minority business enterprise subcontractor participation goal for this solicitation, but Offerors are encouraged to work with certified MBE subcontractors. A directory of certified MBEs is maintained by the Maryland State Department of Transportation Office of Minority Business Enterprise. The directory is available online at [www.mdot.state.md.us](http://www.mdot.state.md.us). Select the “Minority/Disadvantaged Business Enterprise” label.

## **2.17 Veteran-Owned Small Business Enterprise**

While Veteran Owned Small Businesses are encouraged to apply, the Office has not established a veteran-owned small business enterprise (“VSBE”) subcontractor participation goal for this solicitation, but Offerors are encouraged to work with certified VSBE subcontractors. A VSBE must be verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs. The VSBE list is at: <http://www.vetbiz.gov>.

## **2.18 No Guarantee of Work**

No contractor is guaranteed any minimum amount of work or compensation.

## **2.19 Order of Precedence**

The Contract between the parties will be embodied in the Contract documents which will consist of the following, listed in their order of precedence:

1. the executed Contract;
2. the RFP; and
3. the Offeror’s proposal.

The Office will not accept any modifications to the order of precedence provision of this solicitation.

## **SECTION III. SCOPE OF SERVICES AND REQUIREMENTS**

### **3.1 Background**

CSPM was originally created under the Enabling Legislation as the Maryland Higher Education Investment Program by the 1997 Maryland General Assembly. CSPM is administered by a 10 member Board consisting of the State Treasurer, the State Comptroller, the Secretary of Higher Education, the State Superintendent of Public Schools, the Chancellor of the University System of Maryland and five citizen members appointed by the Governor.

CSPM offers two 529 Plans: the Maryland Prepaid College Trust (MPCT) that lets families lock in one semester to five years of future college tuition at today's prices and is backed by a Maryland Legislative Guarantee; and the Maryland College Investment Plan (MCIP) that currently offers 15 no-load investment options and is managed and distributed by the Program Manager T. Rowe Price under current contract with the Board.

Each plan is based on a different savings strategy, and each offers distinct benefits. The staff of CSPM administers all aspects of the MPCT and oversees and administers the Board's contract with the Program Manager of the MCIP.

The State's primary goals in offering these plans is to help families avoid incurring large amounts of debt in order to send their children to college as well as to promote an educated work force for the future.

The Board procures services from qualified external contractors to provide services for the MPCT and the MCIP.

The MPCT and the MCIP are marketed jointly as two options under the umbrella of CSPM, since families can choose to enroll in either plan or both plans. In addition, many families do not understand the similarities and differences between the two plans, so marketing both plans together allows families to understand each plan prior to making their enrollment decision.

MPCT accounts are established during an enrollment period, except for newborn infants who can be enrolled at any time until their first birthday at prices in effect at the time of their enrollment. Also, additional semesters or years of tuition benefits for the same account holder and beneficiary can be purchased at any time. Typically, an enrollment period will begin in December and conclude in March or early April of the following calendar year. The MPCT has conducted a total of seventeen enrollment periods; the current enrollment period commenced on December 1, 2015 and will remain open until April 20, 2016. To date, the MPCT has received more than 38,000 enrollments and has approximately \$824 million in invested assets as of February 9, 2016.

The MCIP opened to participants on December 10, 2001. It is open for enrollment year-round. Through January 31, 2016, approximately 110,000 investors had opened more than 229,000 accounts for more than 165,000 beneficiaries, with more than \$4 billion in invested assets. Further details on CSPM are available on our web site at [www.Maryland529.com](http://www.Maryland529.com)

CSPM seeks a Contractor to provide investment advisory services to meet needs of the Board on the terms set forth in this RFP. Currently, the Board has fiduciary responsibility for both the MPCT and the MCIP.

### **3.2 General Scope of Work**

The Contractor shall provide the following required investment advisory services to the Board to assist in its administration of the:

#### **Maryland College Prepaid Trust**

- 3.2.1. Assist the Board in fulfilling its fiduciary responsibilities regarding the MPCT.
- 3.2.2. Conduct an investment policy review to update the Board's investment policy for the MPCT no less than annually or more frequently upon request from the Board.
- 3.2.3. Assist in the evaluation of the financial condition of the MPCT as requested by the Board.
- 3.2.4. Recommend appropriate investment strategies based on the financial condition of the MPCT, including liquidity needs.
- 3.2.5. Recommend the asset allocation, investment structure and strategy, and qualified Investment Managers to execute the investment policy.
- 3.2.6. Recommend the individual investment objectives, policy and guidelines for each qualified Investment Manager.
- 3.2.7. Recommend appropriate action should an investment strategy or Investment Manager fail to meet expectations.
- 3.2.8. Recommend strategy changes in response to material changes in either the financial condition of the MPCT or the capital market environment.
- 3.2.9. Work with MPCT actuarial provider to develop soundness reports and future projections.

## **Maryland College Investment Plan**

- 3.2.11. An investment policy review will be conducted to update the Board's investment policy for the MCIP no less than annually and upon request from the Board.
- 3.2.12. Monitoring and evaluating investment performance and compliance with the Board's investment policy for the MCIP on a quarterly basis.
- 3.2.13. Review of the investment program manager's adherence to its objectives, overall performance and expenses, including performance of individual funds selected, no less than annually.
- 3.2.14. Review of investment performance reports and analyses prepared for the MCIP by the investment program manager.

### **3.3 Role, Function & Responsibility of Contractor**

The successful Offeror will be required to:

- Directly provide independent, objective and knowledgeable advice base upon access to extensive data and independent opinions;
- Directly provide information and tools currently unavailable to the Board; and
- Recognize and acknowledge the burden of co-fiduciary responsibility owed to the participants of the Maryland College Savings Program.

The Contractor shall provide all services necessary to satisfy the purposes of this RFP including, at a minimum, the following requirements:

#### **Maryland College Investment Plan (MCIP)**

##### **Fund Monitoring:**

- 3.3.1. Evaluate the performance results for each underlying fund and portfolio within the MCIP on a quarterly basis against its benchmark and peer group. Provide recommendations to the Board for placement or release of the fund or portfolio on "Watch List" status or otherwise provide advice on the continuing appropriateness of each underlying fund.
- 3.3.2. Collect, compile and/or conduct technical analyses, including risk metrics and attribution analysis for each underlying fund and portfolio within the MCIP on a quarterly basis and provide advice on the continuing appropriateness of each underlying fund and portfolio.

- 3.3.3. Based upon the above criteria, perform ongoing monitoring of each underlying fund and portfolio within the MCIP for qualitative issues that may impact a decision regarding the continuing appropriateness of each investment alternative.
- 3.3.4. Prepare a quarterly report to the Board that compiles the above information for each underlying fund and portfolio within the MCIP and provides “Watch List” recommendations. For each fund or portfolio recommended to be placed, maintained or released from “Watch List” status, provide a fund commentary.

Annual Reviews:

- 3.3.5. Review the current Investment Policy for the MCIP and provide amendments, as needed.
- 3.3.6. Conduct MCIP annual investment reviews submitted by the investment manager (one per quarter) for approval by the Board. The review should include, but not be limited to, reviews of all existing investment options, to determine if the options are satisfactory given the considerations for diversification, risk and return. Review the asset allocations for age-based and multi-fund investment options, including any recommendations for structural changes (e.g., asset allocation changes) and modifications to the underlying funds comprising these options, and ensure choices remain appropriate for the Board’s investment policies.
- 3.3.7. Provide up-to-date information to the Board concerning current investment trends and issues as well as peer comparisons with similar college savings investment plans.
- 3.3.8. Provide assistance in developing and drafting recommended MCIP modifications, and provide ongoing recommended changes to the investment policies, as needed.
- 3.3.9. Provide advice regarding “best practices” in preparation of other procedures and policies.
- 3.3.10. Provide advice concerning risk management strategies; investment goals, objectives and strategies, glide-path construction, rebalancing policies and compliance monitoring, all as they relate to the MCIP and individual investment plan activities.

Due Diligence:

- 3.3.11. Participate in annual due diligence meetings with the investment manager if requested by CSPM management or the Board.

- 3.3.12. Provide annual written opinions and findings regarding the management of the current investment options, which may include recommendation of replacement funds where appropriate.

### **Maryland College Prepaid Trust (MCPT)**

#### Fund Monitoring:

- 3.3.13. Review criteria for placement of passively and actively managed funds or other investments on “Watch List” status based on both quantitative and qualitative criteria, and provide any recommended amendments, as needed.
- 3.3.14. Based upon the above criteria, evaluate the performance results for each investment option against its benchmark and peer group on a quarterly basis and make recommendations to the Board for placement or release of a fund from “Watch List” status or otherwise provide advice on the continuing appropriateness of each option.
- 3.3.15. Collect, compile and/or conduct technical analyses of each fund including risk metrics and attribution analysis on a quarterly basis, and provide advice on the continuing appropriateness of each underlying fund.
- 3.3.16. Based upon the above criteria, perform ongoing monitoring of each investment option for qualitative issues that may impact a decision regarding the continuing appropriateness of each investment alternative. Examples of these types of issues would include changes of the fund manager or team, significant redemptions of assets by investors, and regulatory and legal issues. The Advisor will be responsible to immediately notify the Board members as well as CSPM in the case of adverse changes.
- 3.3.17. Prepare a quarterly report to the Board that compiles the above information for each investment option and provide “Watch List” recommendations. For each fund recommended to be placed, maintained or released from “Watch List” status, provide a fund commentary.
- 3.3.18. Generate monthly reports for the Board and CSPM that document total assets, cash flows, asset distributions, and any relevant fund manager news for MPCT no later than 10 business days after month end. (Online access to custody and compliance websites will be provided.)
- 3.3.19. When appropriate, vet prospective investment manager(s) for suitability for the MCPT.

Annual Reviews:

- 3.3.20. Provide your firm's capital market assumptions and the reasonableness of projected returns for the portfolio.
- 3.3.21. Provide a review of asset allocations for investment options and provide an analysis of possible adjustments to the asset allocation and/or mix of individual mutual funds and/or other investments.
- 3.3.22. Review all existing investment options in the MCPT, to determine if the investment options are optimal choices, given the considerations for diversification, risk and return and the liability profile, and are appropriate for the Board's investment policy.
- 3.3.23. Review the current investment policy for the MCPT and provide amendments as needed.
- 3.3.24. Provide advice concerning risk management strategies; investment goals, objectives and strategies; rebalancing policies and compliance monitoring.

Due Diligence:

- 3.3.26. Conduct at least annual due diligence meetings with the investment managers.
- 3.3.27. Provide written opinions and findings regarding the management of the current investment options, which may include recommendation of replacement funds where appropriate.

Additional Requirements:

- 3.3.28. Provide a statement of availability for assistance and questions during the term of the contract resulting from this RFP.
- 3.3.29. Deliver all reports and documents pursuant to the Contract resulting from this RFP in an electronic format and upon request a hard copy version to the CSPM. The electronic versions of the document must be as follows: spreadsheets must be Microsoft Excel files, and expository reports must be Microsoft Word and/or Adobe PDF-format files.
- 3.3.30. Perform all investment analysis using commonly accepted methods, best practices and principles of an investment professional and prepare and maintain all charts, assumptions and backup data necessary to verify the conclusions articulated in all reports or documents and make such information available to the CSPM.

- 3.3.31. Review and critique, as requested, any proposed changes to Board investment-related policies and procedures.
- 3.3.32. Participate in Board meetings or other meetings, either in person or by teleconference. While some meetings can be attended by teleconference, in-person attendance will be required at each of the four (4) quarterly Board meetings per year which contain the investment manager annual review discussions.
- 3.3.33. Be available by phone, videoconference, e-mail or in person as required by the CSPM and Board for informal discussions on topics relating to the MCIP and MCPT.

#### **3.4 Special Projects (MCIP and MCPT)**

- 3.4.1. Conduct other investment advisory special projects or analyses as may be provided in an additional written agreement between the Board and Investment Advisor.
- 3.4.2. Provide assistance in preparing and evaluating RFPs and RFIs, as needed.

#### **3.5 Minimum Qualifications**

In its proposal, each Offeror must demonstrate that it meets the requirements described in this section. Failure to do so may result in the rejection of the proposal.

- 3.5.1. To be considered for this Contract, the Offeror's proposed team must have served as investment advisor for at least 5 state or local governments since July 1, 2012.
- 3.5.2. Must be registered as a municipal advisor with the U. S. Securities and Exchange Commission.
- 3.5.3. Senior level professionals must have at least five (5) years experience providing investment advice to Section 529 plans, defined contribution, or other investment plans that require the same or similar services to those described in the Scope of Services set forth in this RFP. At least one of the senior level professionals must have a Chartered Financial Advisor designation.

### **3.6 Compliance with Applicable Rules and Regulations**

During the term of the Contract, the selected Offeror shall maintain all required registrations, and comply with all applicable regulatory agency rules and regulations, including but not limited to those of the Municipal Securities Rulemaking Board and the U. S. Securities and Exchange Commission. Failure to comply with such rules may result in termination of the Contract.

### **3.7 Staffing Requirements**

The Office expects that personnel will be assigned to the project as described in Section IV of the Offeror's Technical Proposal. If one or more of the proposed personnel become unavailable for continuation of the work assignment, the Contractor shall replace said individual(s) with personnel of substantially equal ability and meeting the minimum qualifications set forth in Section 3.4. However, any changes to designated personnel will require the prior written approval of the CSPM. If the proposed replacement personnel are accepted by the CSPM, the changes in personnel shall be effected without additional cost to the CSPM and without formal modification of the Contract. If the proposed replacement personnel are not accepted by the CSPM, additional replacement personnel must be proposed until accepted by the CSPM. No work for the CSPM may be performed by replacement personnel prior to being accepted by the Office.

### **3.8 Term**

The term of the Contract will be from July 1, 2016 through June 30, 2019, with two one-year renewal options, exercisable at the sole discretion of the Treasurer or the Treasurer's designee.

### **3.9 Compensation**

Investment advisory services shall be compensated at an annual rate to be paid monthly. Compensation for special projects will be paid at an hourly rate of service. Invoices for special projects must include specific information on the personnel assigned and time spent for each task.

By submitting a response to this solicitation, the Offeror agrees to accept any payments from the State by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form may be downloaded from: [www.comp.state.md.us](http://www.comp.state.md.us), select "General Accounting Division," "Electronic Funds Transfer," and then "Form X-10."

Payments to the selected Offeror shall be made no later than 30 days after receipt by the Office of monthly invoices from the Contractor. Each invoice for services rendered 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.

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## SECTION IV. PROPOSAL FORMAT

### 4.1 Transmittal Letter

A brief transmittal letter prepared on the Offeror's business stationery should accompany the original and required copies of the two-volume proposal. The letter must be signed by an individual authorized to bind the selected Offeror to all statements, including services and prices, contained in the proposal. The transmittal letter should also indicate that, if selected, the Offeror will execute a Contract materially the same as Appendix F.

### 4.2 Two -Volume Submission

The selection procedure for this RFP requires the Office to complete the technical evaluation of each portion of an Offeror's Technical Proposal before consideration of an Offeror's Price Proposal. Consequently, each proposal must be submitted in two volumes as indicated below.

### 4.3 Volume I - Technical Proposal

The Technical Proposal volume shall be labeled "Maryland State Treasurer's Office Request for Proposals for Investment Advisor for the College Savings Plans of Maryland - Technical." This volume shall contain the transmittal letter (Section 4.1), the completed Bid/Proposal Affidavit (Appendix B), and the Affidavit of Agreement, Maryland Living Wage Requirements-Service Contracts (Appendix D).

The ideal response would reiterate each subsection and then list the Offeror's response, item by item, so that an evaluator can read the requirement followed by the response. The Technical Proposal should be prepared in a clear and concise manner and should address all requirements and services set forth in the solicitation.

The Technical Proposal shall provide all required information in the following subsections:

#### A. General Information

- 4.3.1. Name of firm;
- 4.3.2. Mailing address of the office from which the proposal is being submitted;
- 4.3.3. Name of individual who will represent the firm as the primary contact person on matters relating to the proposal; and
- 4.3.4. Telephone, facsimile number and e-mail address of the individual identified in 4.3.3.

## B. Firm Capabilities

- 4.3.5. Indicate how the Offeror's proposed team meets the Minimum Qualifications cited in Section 3.5.
- 4.3.6. Describe your firm, including when organized, corporate structure, and type of ownership;
- 4.3.7. By location, number of professional level employees, associate level employees, and support staff engaged fulltime in advising tax exempt 529 Plans defined contribution, or other investment plans that require the same or similar services as described in this RFP;
- 4.3.8. Approximate portion of firm's revenues derived from investment consulting for tax-exempt entities; and
- 4.3.9. Provide any other information considered pertinent in describing your firm's capabilities.

## C. Investment Advisor Experience

- 4.3.10. Provide a summary table which includes clients of similar size and complexity to the MCPT under contract for the last five years for which you have acted as investment consultant for the services described in 3.2 and 3.3. Include in the summary table the agency name, type of agency, type of plan (i.e., college savings plan, prepaid college plan, defined benefit plan, defined contribution plan), type of investment vehicles (separate account, commingled fund, institutional mutual fund, etc.) total assets under management, and asset classes reviewed.
- 4.3.11. Describe your firm's process and approach for the review and monitoring of individual mutual funds, ETF's or separately managed accounts for your clients including the following:
  - (i) For the type of portfolios that comprise the MCPT, do you consider a "Watch List" approach an appropriate mechanism for reporting and identifying possible performance or other issues to a governing body? Why or why not?
  - (ii) If you do not recommend utilizing a "Watch List" approach, what process do you recommend for reporting issues and recommendations regarding funds and portfolios to the Board?
  - (iii) Besides simply benchmarking returns, what other criteria or technical analysis do you conduct and report on for clients that comprise the basis of your recommendations to clients to consider replacement of funds or portfolios?

- 4.3.12. In addition to a review of a fund’s holdings, are there other techniques or statistical analysis that you perform to indicate whether the fund manager is out of compliance with the fund’s mandate, prospectus, contract, etc?
- 4.3.13. Discuss the level of access your firm has to fund managers.
- 4.3.14. Briefly describe your experience in recommending selection, retention and termination of investment managers.
- 4.3.15. Describe any other services or analysis that you would recommended be included as part of the surveillance process and annual reporting process described in this RFP.
- 4.3.16. Sample Reports – please include the following samples of your work product in a separate appendix.
- (i) “Watch” report, or equivalent report, that you currently provide for a client, preferably a large government agency, satisfying the requirements of Section 4.3.11 above.
  - (ii) Memorandum or report provided for a current client, preferably a large government agency, that recommends replacement of a fund in a 529-qualified plan or governmental defined benefit or defined contribution plan.
  - (iii) Due diligence report on an asset manager that you provided for a current client, preferably a large government agency.
  - (iv) Monthly performance monitoring report, quarterly investment performance review report, and annual investment performance review report.

D. Proposed Professional Level and Associate Level Personnel

- 4.3.17. Indicate the manner in which you would organize the proposed team’s resources to provide the appropriate assistance to the CSPM by including the following:
- (i) Identify the individual who will be the principal advisor to the CSPM.
  - (ii) How many years’ experience does this individual have with the firm?
  - (iii) How many years’ experience does this individual have specific to IRC Section 529 prepaid tuition or savings/investment programs similar in size to the CSPM?
  - (iv) Define this individual’s position with the firm.

(v) What is this person's availability i.e., what is the nature of this person's responsibility for other clients? What is the percentage of the scope of services to be performed by this individual?

4.3.18. Identify other senior level professional and associate level staff that will be assigned to this Contract, the percentage of the scope of services to be performed by each person assigned, their roles and responsibilities, their years of experience and the relevant aspects of their background.

4.3.19. Provide a resume for the individual listed in 4.3.17(i) above. Provide resume(s) for the senior level professionals, and any other appropriate individuals listed in 4.3.18 above.

#### **4.4 Rationale for Appointment**

This section of the Technical Proposal should be used by each Offeror to present the case for its appointment as investment advisor. The section may include any additional material the Offeror may choose to submit.

#### **4.5 Client References**

4.5.1. Provide three client references. The list must include references related to engagements within the last 3 years;

4.5.2. On which the principal advisor proposed in 4.3.17(i) above played a lead role;

4.5.3. For which the services provided are similar to the services expected to be provided to the CSPM. Include the value and type of contract, the term of the contract; and

4.5.4. Furnish name, title, client organization, telephone number and e-mail address for each reference.

The State reserves the right to contact any previous client of the firm whether or not the client is listed as a reference.

#### **4.6 Economic Benefits to the State of Maryland**

Each proposal submitted in response to this solicitation must describe the benefits that will accrue to the Maryland economy as a direct result of the Offeror's performance of the Contract resulting from this RFP. Economic benefits include:

4.6.1. The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers, and joint venture partners. Offerors should be as specific as possible and

provide a breakdown of expenditures in this category. Do not provide actual dollars for each category. Include percent of the total budget requested.

- 4.6.2. The numbers and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification, and the aggregate payroll to which the Contractor has committed at both prime, and if applicable, subcontract levels. Do not provide actual dollars for each category. Include percent of the total budget requested.
- 4.6.3. Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate the tax category (sales tax, payroll taxes, inventory taxes, and estimated personal income taxes for new employee). Provide a forecast of the total tax revenues resulting from the Contract. Do not provide actual dollars for each category. Include percent of the total budget requested.
- 4.6.4. Subcontract dollars committed to Maryland Small Business and Minority Business Enterprises. Do not provide actual dollars for each category. Include percent of the total budget requested
- 4.6.5. In addition to the factors listed above, the Offeror should explain any other economic benefits to the State of Maryland that would result from the Offeror's proposal.

#### **4.7 Disclosures**

Disclose specific details of any pending legal proceedings (criminal or civil), or regulatory or disciplinary actions by any state or federal agency, involving the firm or members of the firm; or any convictions, judgments or settlements resulting from such proceedings or actions within the past five years. The Offeror must state whether or not the Offeror has filed (or has filed against it) any bankruptcy or insolvency proceedings, and if so, provide details.

#### **4.8 Volume II - Price Proposal**

This volume shall be labeled "Maryland State Treasurer's Office Request for Proposals for Investment Advisor for the College Savings Plans of Maryland - Price." The price proposal will include two parts as follows:

- Investment Advisory Services - Provide the annual fees for investment advisory services to be paid monthly.

- Special Investment Advisory Projects – Provide an hourly rate for the principal advisor, a separate hourly rate for all senior level professional personnel, a separate hourly rate for associate level personnel, and a maximum blended hourly rate for special projects.

The financial ranking for Investment Advisor will be evaluated by applying the Offeror's fees to a model to be determined by the Office in its sole discretion.

All invoices will be reviewed for appropriate assignment of personnel.

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## **SECTION V. EVALUATION AND SELECTION PROCEDURE**

### **5.1 Qualifying Proposals**

The Procurement Officer first will review each proposal for completeness of response to the requirements contained in Section IV, Proposal Format. Failure to respond to the appropriate questions or in the manner required may disqualify an Offeror's proposal from consideration by the Evaluation Committee.

### **5.2 Evaluation Committee and Evaluation Criteria**

An Evaluation Committee appointed by the Office or the Office's designee will evaluate all qualifying proposals (those proposals that are reasonably susceptible to selection for Contract award) received by the submission deadline. The Evaluation Committee will rank the proposals and make a recommendation for award based on (1) technical merit (see Section 5.3 below), as demonstrated in the technical proposal and oral presentations, if any, and (2) price, both as presented and in the best and final offer, if any. Technical merit will be given more weight than price in determining the Evaluation Committee's final ranking.

### **5.3 Technical Evaluation**

After the Procurement Officer identifies the qualifying proposals the Evaluation Committee will conduct an initial evaluation of the technical merit of each qualifying proposal based on the information provided in the proposal in response to subsection 4.3 Volume I – Technical Proposal, above. The Evaluation Committee's final technical evaluation may include information obtained during oral presentations, if any.

For the technical evaluation, the Evaluation Committee will take into consideration the following factors, in order of importance (greatest first):

1. Firm's Capabilities and Investment Advisor Experience;
2. Proposed Personnel and References;
3. Rational for Appointment; and
4. Economic Benefits to the State of Maryland.

### **5.4 Price Evaluation**

Following completion of the initial technical evaluation, the Evaluation Committee will conduct an initial evaluation of the pricing of each proposal and will establish a financial ranking of all proposals.

## **5.5 Best and Final Offer**

When deemed in the best interest of the State, the Procurement Officer may permit qualified Offerors to revise their initial proposals by submitting best and final offers. The Procurement Officer shall notify each qualified Offeror of the scope of the requested best and final offer, and shall establish a date and time for the submission. The Procurement Officer may require more than one series of best and final offers and discussions, if determined that it is in the State's best interest to do so. If more than one best and final offer is requested, an Offeror's immediate previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another best and final offer. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process.

## **5.6 Final Evaluation and Recommendation for Award**

Following oral presentations, reference checks and submissions of best and final offers, if any, the Evaluation Committee will perform its final evaluations and will make a recommendation to the Procurement Officer for award of the Contract to that responsible Offeror or Offerors whose proposals is determined to be the most advantageous to the State based on the results of the final technical and price evaluations. Contract award, if any, is subject to the approval of the Board or the Board's designee upon the recommendation of the Procurement Officer.

## **5.7 Debriefing of Unsuccessful Offerors**

The Office will conduct a debriefing for an unsuccessful Offeror, provided the Procurement Officer receives a written request within a reasonable period of time after sending notice of a final determination of award. The Office shall honor requests for debriefings at the earliest feasible time after the request has been received. The Office shall hold debriefings in accordance with COMAR 21.05.03.06.

## **5.8 Responsibility**

### **1. General**

- (a) The procurement regulations in COMAR Title 21 define a "responsible" Offeror as one "...who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability that shall assure good faith performance."
- (b) COMAR Title 21 also requires that the Procurement Officer determine before awarding a contract to an Offeror whether the Offeror is responsible. The determination of responsibility is based on the subjective judgment of the Procurement Officer about whether the Offeror meets the definition of a "responsible" Offeror.

In addition, the unreasonable failure of an Offeror to supply information promptly in connection with the determination of responsibility shall be grounds for a determination that the Offeror is not responsible.

2. Discussions

The Office reserves the right to discuss and negotiate the terms of an Offeror's proposal with qualified Offerors or potentially qualified Offerors, (i.e., which are reasonably susceptible of being selected for award). If conducted, discussions or negotiations will be conducted with all qualified Offerors. The Office, however, is not obligated to conduct any discussions or negotiations. Each Offeror should be aware that the Office can select a proposal without first discussing the proposal with the selected Offeror.

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## **APPENDIX A**

### **PRICE PROPOSAL FORM INSTRUCTIONS**

1. Offerors must submit their price proposals on Appendix A-Price Proposal form for Investment Advisor in accordance with these instructions and as specified on the form. The Price Proposal (Appendix A) must be separately sealed and labeled.
2. The Price Proposal (Appendix A) is to be completed and signed by an individual who is authorized to bind the firm to all unit prices offered.
4. On the Price Proposal (Appendix A):
  - A. Prices must be recorded with dollars and cents, e.g., \$24.15. Fractional prices are not acceptable.
  - B. The State will pay the proposed rates per this RFP which may not be contingent on any other factor or condition in any manner.
  - C. Nothing shall be entered that alters or proposes conditions or contingencies on the proposed prices.
5. It is imperative that the prices recorded on the Price Proposal form (Appendix A) have been recorded correctly in order to accurately calculate the Offeror's financial proposal. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12.
6. If one or more of the aforementioned personnel becomes unavailable for continuation of a work assignment, the Contractor shall replace said individual(s) with personnel of substantially equal ability and qualifications. Any changes to designated key personnel shall be effected without additional cost to the Office and without formal modification of the Agreement after approval of the Board.

**APPENDIX A**  
**PRICE PROPOSAL FOR INVESTMENT ADVISOR FOR THE**  
**COLLEGE SAVINGS PLANS OF MARYLAND**

RFP #CSPM-IA-03082016

PROPOSAL:

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

**Investment Advisory Services:**

Proposed Annual Fee for Investment Advisor Services:     \$ \_\_\_\_\_  
(to be billed monthly)

**Special Investment Advisory Projects:**

|  | <u>Hourly Rate</u> |
|--|--------------------|
| Principal Staff Identified in Section 4.3.17                 | \$ _____           |
| Senior Professional Level Staff Identified in Section 4.3.18 | \$ _____           |
| Associate Level Staff Identified in Section 4.3.18           | \$ _____           |

In compliance with the RFP and with all terms and conditions set forth therein, the undersigned represents that he/she has full authority to submit the above Rates and fees.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name and Title of Authorized Official

**APPENDIX B**

**BID/PROPOSAL AFFIDAVIT  
(To be submitted with the Technical Proposal)**

A. Authority

I HEREBY AFFIRM THAT:

I (print name)\_\_\_\_\_ possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

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

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

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder 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):

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#### D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

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

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

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

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

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

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

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

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

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

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

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

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

(d) §7206, Fraud and False Statements, or

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

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

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

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

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

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

(ii) Not overturned on judicial review;

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

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

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

(ii) Not overturned on judicial review;

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

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

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

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(14) of this regulation, 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):

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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. CERTIFICATION OF TAX PAYMENT

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

---

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

I FURTHER AFFIRM THAT:

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

M. I FURTHER AFFIRM THAT:

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

N. ACKNOWLEDGEMENT

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

**APPENDIX C**  
**Living Wage Requirements for Service Contracts**

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
    - (A) has a State contract for services valued at less than \$100,000, or
    - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A Subcontractor who:
    - (A) performs work on a State contract for services valued at less than \$100,000,
    - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (A) services with a Public Service Company;
    - (B) services with a nonprofit organization;
    - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (D) services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor

or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

**APPENDIX D**  
**(To be submitted with Technical Proposal)**  
**Affidavit of Agreement**  
**Maryland Living Wage Requirements-Service Contracts**

Contract No. RFP #CSPM-IA-03082016

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons: (check all that apply)

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

**If the Contract is a Living Wage Contract**

- A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

**Attachment D (continued)**  
**Affidavit of Agreement**  
**Maryland Living Wage Requirements-Service Contracts**

B. \_\_\_\_\_ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Name (Typed or Printed)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

**APPENDIX E**  
**CONTRACT AFFIDAVIT**  
**(Complete and submit after Contract award)**

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

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

and is registered or qualified as required under Maryland Law.

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

Name and Department ID

Number: \_\_\_\_\_ Address: \_\_\_\_\_

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

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_.

### C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

### D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

### E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

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

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

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

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

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

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

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 2016, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_ (printed name of Authorized Representative and affiant)

\_\_\_\_\_ (signature of Authorized Representative and affiant)

**APPENDIX F**

**FORM OF**

**CONTRACT FOR**

**INVESTMENT ADVISOR FOR THE  
COLLEGE SAVINGS PLANS OF MARYLAND**

**BETWEEN**

**MARYLAND STATE TREASURER'S OFFICE  
ON BEHALF OF THE  
COLLEGE SAVINGS PLANS OF MARYLAND**

**AND**

**[FIRM NAME]**

## CONTRACT

**THIS CONTRACT** (the "Contract") is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between [Firm Name and Address] (the "Contractor"), and the **MARYLAND STATE TREASURER'S OFFICE**, 80 Calvert Street, Annapolis, Maryland 21401 (the "Office"), on behalf of the **COLLEGE SAVINGS PLANS OF MARYLAND** (the "CSPM"), an office of the **STATE OF MARYLAND** (the "State").

**IN CONSIDERATION OF** the premises and the covenants herein contained, the parties agree as follows:

### ARTICLE I - SCOPE OF SERVICES

The Office hereby engages the Contractor to perform the services set forth below:

1.1. General Services. The Contractor shall provide investment advisor services as described in this Contract, which includes the following exhibits:

- Exhibit A: The Office Request for Proposals for Investment Advisor to the College Savings Plans of Maryland, RFP #;CSPM-IA-03082106
- Exhibit B: Questions and Answers in reference to the RFP dated \_\_\_;
- Exhibit C: Contractor's Proposal for Investment Advisor dated \_\_\_;
- Exhibit D: Contractor's Price Proposal for Investment Advisor dated \_\_\_;
- Exhibit E: Contractor's Oral Presentation dated \_\_\_; and
- Exhibit F: Bid/Proposal Affidavit and Contract Affidavit;

1.2. If there are any inconsistencies between this Contract and the Exhibits, the terms of this Contract, shall control. If there is any conflict among the Exhibits, Exhibit A, shall control.

1.3 The Procurement Officer unilaterally may, at any time, make changes in the work within the general scope of the Contract by written order designated or indicated to be a change order. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under Section 4.5., Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

## **ARTICLE II - TERM**

- 2.1. The initial term of this Contract shall be for a period beginning July 1, 2016 and ending June 30, 2019.
- 2.2. In addition there shall be two subsequent one-year renewal options, which may be exercised at the sole discretion of the Treasurer or the Treasurer's designee.
- 2.3. The provisions of Sections 4.1 (Liability), 4.5 (Disputes), 4.6 (Maryland Law Prevails), 4.22 (Retention of Records/Audit), 4.26 (Ownership of Documents and Materials), and 4.27 (Patents, Copyrights and Trade Secrets) of this Contract shall survive termination of this Contract for any reason.
- 2.4. After the end of the Contract term, the Contractor shall continue to perform any Contract services that were in process on the expiration date of the Contract and shall receive the payment specified in the Contract for such services. Contractor shall cooperate and assist the Office during any transition period to a new contractor and provide all necessary information and data to any subsequent contractor.

## **ARTICLE III - CONSIDERATION, PAYMENT AND PERFORMANCE**

- 3.1. The Office shall be responsible for paying the fees set forth in the attached Contractor's Price Proposal [Best and Final] in Exhibit \_\_, which shall not be adjusted during the term of the Contract including any renewal option periods
- 3.2. Except as provided in Section 3.4. below, payments to the Contractor pursuant to this Contract will be made no later than 30 days after receipt by the Office's Accounts Payable Division of a proper invoice from the Contractor. Each invoice for services rendered must reflect the Contractor's federal tax identification number, which is \_\_\_\_\_ and shall clearly indicate the specific type of service provided.
- 3.3. All invoices for goods and services shall be submitted to:

Accounts Payable  
College Savings Plans of Maryland  
217 E. Redwood Street, Suite 1350  
Baltimore, Maryland 21202  
Tel: (443)769-1035  
Email: [accountspayable@collegesavingsmd.org](mailto:accountspayable@collegesavingsmd.org)

3.4 Invoices must be submitted either:

- (a) For ongoing services, on a monthly basis for goods or services rendered in the preceding month; or
- (b) For one-time or periodic services, within 30 days of delivery or completion of the goods or services.

3.5. Payments to the Contractor may be withheld, without interest or penalty, when in the sole discretion of the State Treasurer, or the Treasurer's designee, the Contractor's performance of any of the services under this Contract is unsatisfactory, or does not meet generally accepted industry standards. Notice of such withholding of payment and the reasons therefor shall be promptly provided to the Contractor, who shall be afforded an opportunity to cure any performance deficiencies. 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.

#### **ARTICLE IV – GENERAL CONDITIONS**

##### 4.1. Liability

The Contractor agrees to assume full responsibility for any and all damage to the property of the Office, both real and personal, which results from or arises in connection with, the performance of this Contract.

The Contractor hereby agrees to indemnify and save harmless the Office against all claims, damages, costs, losses and liabilities whatsoever, for any and all injury to persons and property that may arise out of the performance of this Contract.

##### 4.2. Tax Exemption

The State is generally exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, District of Columbia Sales Tax and Transportation Taxes. Exemption certificates shall be completed upon request.

##### 4.3. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor sell, transfer, or otherwise assign its obligations under this Contract, or any portion thereof, or any of its rights or obligations hereunder, without the prior written approval of the State; provided, however, that the Contractor may subcontract services under or make an assignment of this Contract to an affiliate of the Contractor that is fully capable of performing such services if the Contractor retains full responsibility for the Contract. Any such subcontract or assignment shall be subject to any terms and conditions that the Office

deems necessary to protect the interest of the State. The Office shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

#### 4.4. Non-Hiring of Officials and Employees

No official or employee of the State of Maryland, as defined under State Government Article, Section 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

#### 4.5. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2 of the State Finance and Procurement Article of the Annotated Code of Maryland (Dispute Resolution), and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

#### 4.6. Maryland Law Prevails

The provisions of this Contract shall be governed by the Laws of Maryland.

#### 4.7. Amendments

This Contract, including the Exhibits hereto, constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this Contract. Any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law. No amendment to this Contract shall be binding unless so approved and unless it is in writing and signed by the party to be charged.

#### 4.8. Nondiscrimination in Employment

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

#### 4.9. Commercial Nondiscrimination Clause

4.9.1. As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

4.9.2. As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

#### 4.10. 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 Contract, 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 Contract.

#### 4.11. Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$13.59 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total Contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$10.21 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

This Contract has been deemed to be a Tier 1 contract.

#### 4.12 Liquidated Damages for Non-Compliance

The Contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise ("MBE") Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision and that liquidated damages represent a fair, reasonable, and appropriate estimation of damages.

Upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or Contract provisions and without the State being required to present any evidence of the amount or character of actual damages sustained, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. The Contractor expressly agrees that the State may withhold payment on any invoices as an offset against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- 4.12.1. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$49.00 per day until the monthly report is submitted as required.
- 4.12.2. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$49.00 per MBE subcontractor.
- 4.12.3. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a Contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- 4.12.4. Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- 4.12.5. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this Contract: \$98.00 per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the Contract or by law.”

#### 4.13. Multi-Year Contracts Contingent Upon Appropriations

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the 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 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.

#### 4.14. 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 State 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 State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

#### 4.15. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State 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 COMAR 21.07.01.12A(2).

#### 4.16. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

#### 4.17. Variations in Estimated Quantities

No equitable adjustment shall be permitted in favor of either the State or the Contractor in the event that the quantity of any pay item in this Contract is an estimated quantity and the actual quantity of such pay item varies from the estimated quantity stated in the Contract.

#### 4.18. Suspension of Work

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

#### 4.19. 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 Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

#### 4.20. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$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.

#### 4.21. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Sections 14-101—14-108, 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 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. The statement shall be filed with the State Board of Elections: (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.

#### 4.22. Retention of Records/Audit

The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.

#### 4.23. Compliance With Laws

The Contractor hereby represents and warrants that:

- 4.23.1. 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;
- 4.23.2. 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;
- 4.23.3. It shall comply with all federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Contract; and
- 4.23.4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

#### 4.24. Liability for Loss of Data

In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records.

#### 4.25. Cost and Price Certification

- 4.25.1. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
  - (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.
- 4.25.2. 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.

#### 4.26. 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 State upon request by the State and shall become and remain the exclusive property of the State upon termination or completion of the services. The State 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 State shall be the owner for purposes or copyright, patent or trademark registration.

#### 4.27. Patents, Copyrights and Trade Secrets

4.27.1. If the Contractor furnishes any design, device, material, process or other item, which is covered by a patent, or copyright or which is proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.

4.27.2. Contractor will defend or settle, at its own expense, any claim or suit against the State 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 State due to such infringement and all attorney fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 4.27.3 below.

4.27.3. If any product(s) 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 State 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.

#### 4.28. Confidentiality

To the extent permitted by Maryland Law, including the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law and the confidentiality provisions of the RFP. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has

been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

## **ARTICLE V - NOTICES**

5.1. Except as provided in Section 5.2 below, all notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

If to the Office:  
Procurement Officer  
State Treasurer's Office  
Louis L. Goldstein Treasury Building  
80 Calvert Street  
Annapolis, Maryland 21401

If to the CSPM:  
Lauren Shipley  
Executive Director  
College Savings Plans of Maryland  
217 E. Redwood Street, Suite 1350  
Baltimore, Maryland 21202

If to the Contractor:  
[Name and Address]

5.2 All invoices and all correspondence and inquiries relating to invoices or payments shall be addressed to:

Accounts Payable  
College Savings Plans of Maryland  
217 E. Redwood Street, Suite 1350  
Baltimore, Maryland 21202

## **ARTICLE VI - ADMINISTRATION**

6.1. The work to be accomplished under this Contract shall be performed under the direction of the Contract Officer, Lauren Shipley, Executive Director, CSPM. All matters relating to the administration of this Contract shall be referred to the Procurement Officer for determination.

**ARTICLE VII - REPRESENTATIONS**

7.1 Each party to this Contract represents and warrants to the other that it has full right, power, and authority to execute this Contract.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the date hereinabove set forth.

ATTEST:

**[Contractor's Legal Name]**

\_\_\_\_\_

By: \_\_\_\_\_

[Signatory]

[Title]

WITNESS:

**MARYLAND STATE TREASURER'S OFFICE**

\_\_\_\_\_

By: \_\_\_\_\_

Bernadette T. Benik

Chief Deputy Treasurer

**ACKNOWLEDGED AND ACCEPTED:  
COLLEGE SAVINGS PLANS OF  
MARYLAND**

By: \_\_\_\_\_

Lauren Shipley

Executive Director

Approved for form and legal sufficiency  
for the Maryland State Treasurer's Office:

\_\_\_\_\_

David P. Chaisson

Assistant Attorney General