

# STATE OF MARYLAND



Request for Proposals

## **ADMINISTRATIVE, ACCOUNTING AND PARTICIPANT SERVICES FOR EMPLOYEE SUPPLEMENTAL RETIREMENT PLANS**

Solicitation No. G50R8200002



## **BOARD OF TRUSTEES MARYLAND TEACHERS & STATE EMPLOYEES SUPPLEMENTAL RETIREMENT PLANS**

Issue Date: July 19, 2007

### NOTICE

Prospective Offerors who have received this document from the Maryland Supplemental Retirement Plan's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

**Minority Business Enterprises are encouraged to participate in this solicitation**

**VENDOR COMMENTS**

In order to help us improve the quality of State proposal solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please fax this completed form to the attention of Michael Halpin at (410)-659-0349. Thank you for your assistance.

Solicitation No: G50R8200002  
Entitled: Administrative, Accounting and Participant Services For Employee Supplemental Retirement Plans

I. If you have responded with a "no bid", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not in our business line.
- We lack experience in the work/commodities required.
- The scope of work is beyond our present capacity.
- We cannot be competitive. (Please explain below.)
- The specifications are either unclear or too restrictive (Please explain below.)
- Bid/proposal requirements, other than the specifications, are unreasonable or too risky. (Please explain below.)
- Time for completion is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are prohibitive. (Please explain below.)
- Doing business with government is simply too complicated.
- Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Please explain below.)
- Other: \_\_\_\_\_

II. Please explain your response further, offer suggestions, or express concerns. (Use back for additional information.)

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTIONAL:  
Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Address or email: \_\_\_\_\_

THANK YOU!!!

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND  
Board of Trustees for the Maryland Supplemental Retirement Plans  
Request for Proposals**

**ADMINISTRATIVE, ACCOUNTING AND PARTICIPANT SERVICES FOR  
EMPLOYEE SUPPLEMENTAL RETIREMENT PLANS**

**SOLICITATION NO: G50R8200002**

**RFP Issue Date:** July 19, 2007

**RFP Issuing Office:** Maryland Supplemental Retirement Plans

**Procurement Officer:** Michael Halpin  
Procurement Officer  
Office Phone: (410) 767-8740  
Fax: (410) 659-0349  
E-mail: mhalpin@msrp.state.md.us

**Proposals are to be sent to:** Maryland Supplemental Retirement Plans  
6 Saint Paul Street, Suite 200  
Baltimore, MD 21202  
Attention: Michael Halpin

**Pre-Proposal Conference:** August 08, 2007, 10:00 AM (Local Time)  
Maryland Supplemental Retirement Plans  
6 Saint Paul Street, Suite 200  
Baltimore, MD 21202

**Closing Date and Time:** **September 12, 2007 at 2:00 PM (Local Time)**

Prospective bidders who have received this document from the Maryland Supplemental Retirement Plans' web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. Contact the Procurement Officer to obtain an electronic file of the RFP in Microsoft Word format.

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## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

The purpose of this Request for Proposals (RFP) is to procure professional, superior-level services of a single, independent Plan administrator for all four Maryland State sponsored supplemental retirement savings plans—to perform general record-keeping, marketing, enrollment, transaction processing and other administrative services for the Plans, under the terms and conditions as set forth below, effective January 1, 2008.

### 1.1.1 General Background Information

The Board of Trustees of the Maryland Teachers & State Employees Supplemental Retirement Plans (the "Board of Trustees") is an independent Agency created under Title 35 of the State Personnel and Pensions Article of the Maryland Code. The Board of Trustees has general oversight authority and responsibility for certain tax-favored defined contribution Plans for State employees: the §457 Plan; the §401(k) Plan; the §403(b) Plan; and the §401(a) Match Plan. Recent financial statements of each Plan are included as **Attachment G**, and the Plans are generally described below.

The Board of Trustees has an executive director and fourteen employees; it does not directly administer the Plans. The primary activity of the Board of Trustees and its staff is supervision of such administrators, advisors or accountants as are hired, and general educational efforts for State employees concerning the benefits of Plan participation. Additionally the Board of Trustees retains responsibilities for the selection of investment products, replacement of money managers as needed, and acts upon all policy matters as required by their fiduciary responsibility.

The Board of Trustees currently has a contract with Nationwide Retirement Solutions, Inc. (NRS, a wholly owned subsidiary of Nationwide Corporation, of Columbus, Ohio) to administer the Plans, and this contract expires December 31, 2007. All funds to pay for administrative services are collected from State employees participating in the Plans; by statute no State funds are appropriated or expended for this purpose. Participant accounts are now charged 28 basis points, with 23 basis points paid to the third-party administrator (NRS) under the expiring contract, and 5 basis points paid to the Board of Trustees for the balance of administrative costs. All such charges are capped, so that no participant account is charged more than \$2,000 per year in any one Plan.

The Offeror will agree as part of this contract that neither it nor its agents or employees will receive compensation or other benefit from any source other than the Board of Trustees in connection with this contract, and specifically that it will not receive any such compensation from any investment provider under the Plan, directly or indirectly, by commission or otherwise. Thus, while an Offeror may conduct separate transactions and arrangements with entities offering investments to the Plans, and receive compensation therefore, all such activity must be totally independent of the Plans.

*Example A:* Vendor X is an affiliate of a company that sells Reliable Mutual funds in California. Commissions (and/or expense reimbursements) depend solely on California sales and are not affected in any way by the Maryland Plans. Such activity is not a disqualifying conflict.

*Example B:* Vendor Z is an affiliate of a company that has a contract with one or more mutual fund sponsors to provide sales, administration and distribution services.

*Under the contract, contributions to and assets of a particular mutual fund option of the Maryland Plan are counted in calculating regular or bonus compensation paid from the mutual fund sponsor to the affiliate of the vendor. Such activity is a disqualifying conflict.*

Conflicts created by existing investments will not disqualify vendors so long as the vendor is willing to cut-off future deferrals or exchanges into that investment upon its assumption of administrative responsibility under this contract.

Vendors should note that selection as administrator will not grant any specific or vested right in the assets of any Plan, that such assets shall in all events be held by the Plans and associated trusts, and that the administrator shall function solely as agent for the Board of Trustees. Selection as administrator will not grant any right or profit from use of annuity contracts of affiliated companies for the payment of Plan distributions.

Vendors should also note that the contract will restrict the vendor from using the information obtained as Plan administrator to sell other financial products to State employees, or to refer such employee/participant data to other entities, unless specifically authorized by the Maryland Board of Trustees.

Entities whose primary experience is in performing full service administration that is tied to investments offered or managed by their affiliated companies are encouraged to respond to this RFP, so long as they are willing to function solely as an independent administrator for these Plans. Entities that currently offer or manage (or are affiliated with entities that offer or manage) investments currently offered to Maryland Plan participants; will be required to freeze participant participation in a particular affiliated investment, so as not to disqualify a selected administrator.

This solicitation is not a search for, and does not seek proposals for, specific investment products to be offered to participants. Entities with specific investment offerings are encouraged to submit such proposals at any time, in writing, directly to the Board of Trustees, Attn: Investment Committee, where all such proposals receive serious and diligent consideration.

### **1.1.2 Information about Existing Advisors**

The Board of Trustees has a contract with Mercer Investment Consulting Company of Washington, D.C. (“Mercer”) for general pension consulting and investment advisory services. The Board of Trustees expects to consult with Mercer on various aspects of Plan administration during the course of this RFP.

The Board of Trustees also has an investment manager contract with Deutsche Asset Management (“Deutsche”) under which Deutsche serves as manager for the Board of Trustees' Investment Contract Pool.

The Board of Trustees may, if deemed necessary, also procure assistance (in addition to Mercer) of one or more experts or consultants in evaluating the technical, accounting, Internet, telephone, and record-keeping abilities of Offerors for this contract.

### **1.1.3 History and General Plan Information**

The Maryland Plans commenced operation in 1975 with the §457 Plan. As of March 31, 2007 the §457 Plan had 29,500 participants maintaining active accounts, approximately 17,500 participants currently contributing to the Plan, and \$1.2 billion in invested assets. It is the only §457 Plan available for all State employees. There are alternatives only for employees in higher education, as explained below. Employees of local governments are not eligible to participate in the Plan, but instead participate in §457 arrangements offered by their local employer, if any. It

is contemplated that the administrator selected hereunder will be the exclusive administrator for the *statewide* §457 Plan for State employees during the life of this contract. Unlike the 457 Plan, by statute, the 403(b) Plan may be offered to local jurisdictions upon request of their governing body.

The §403(b) Plan commenced operation in 1987 and the level of participation in recent years has reduced slightly. As of March 31, 2007, there are 920 participants maintaining active accounts, approximately 350 participants contributing to the Plan, and \$74.8 million in Plan assets. Participants in the Plan are generally free during the course of employment to transfer assets to other qualifying §403(b) arrangements administered outside the Plan.

Only for employees of higher education, there are a variety of other elective and non-elective §401(a), §403(b), §457 arrangements offered by State educational institutions under the authority of the State Personnel & Pensions Art. §30-101 et seq. as part of the Optional Retirement System, which are not subject to oversight or administration by this Board of Trustees, and are not part of this contract. The Optional Retirement System is under the authority of the State educational institutions and the State Retirement Agency, and vendors are referred to those entities for related information.

The §401(k) Plan commenced operation in 1991 as a "grandfathered" Plan under the 1986 Tax Reform Act. The §401(k) Plan has approximately 36,700 participants with active accounts, 29,200 participants making current deferrals of salary, and \$953.8 million in assets. It is contemplated that the administrator selected hereunder will be the exclusive administrator for the §401(k) Plan during the life of this contract. Under State law the 401 (k) Plan is available to all qualifying State Employees including employees in State operated institutions of higher education.

The Board of Trustees adopted the §401(a) Match Plan on July 1, 1999, pursuant to State Personnel & Pensions Art. §Subtitle 32. Under the Match Plan the State contributes a 100% match to the Plan, based on employee contributions to any of the other Plans supervised by the Board of Trustees. The maximum matching contribution is \$600 per employee per fiscal year as provided in the State budget. Eligibility for the match is determined through membership in the basic pension system for State employees. As of March 31, 2007 the Match Plan had about 42,800 accounts and \$124.3 million in assets.

Most payroll contributions are coordinated through the Central Payroll Bureau of the Comptroller's Office, which has statewide payroll responsibility for most of the 82,000 State employees eligible for the Maryland Supplemental Retirement Plans, and most of whom are paid biweekly. There are approximately 6 additional payroll centers, some of which are quite small.

The Board of Trustees follows a general policy of offering substantially similar investment options across all four Plans.

## **1.2 Abbreviations and Definitions**

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. **ACCOUNT MANAGER** means the individual identified by the Contractor as the primary contact for the State in the management of the contract issued pursuant to this RFP.
- b. The **BOARD**, means the Board of Trustees of the Maryland Teachers and State Employees Supplemental Retirement Plans.
- c. **COMAR** means the Code of Maryland Regulations.

- d. **CONTRACTUAL EMPLOYEE** means a non-permanent employee of the State of Maryland who is not eligible for State subsidy of benefits.
- e. **DBM** means the Department of Budget and Management.
- f. **FISCAL YEAR** means the typical Maryland State government budget cycle of 12 months beginning July 1 and ending the following June 30.
- g. **LOCAL TIME** means time in the Eastern Time zone as observed by the State of Maryland.
- h. **MBE** means a Minority Business Enterprise that is certified as such by the Maryland Department of Transportation.
- i. **MSRP** means Maryland Teachers & State Employees Supplemental Retirement Plans, also referred to as the Maryland Supplemental Retirement Plans.
- j. **OFFEROR** means a vendor who responds to the RFP by submitting a proposal to provide the requested services.
- k. **PARTICIPANTS** means all eligible individuals who are enrolled in the plans
- l. **PLAN YEAR** means the 12-month period beginning January 1 and ending December 31 of the same calendar year.
- m. **RFP** means this Request for Proposals for independent plan administrator services for the Maryland Supplemental Retirement Plans.
- n. **STATE** means the State of Maryland.
- o. **SUBCONTRACTOR** means an organization or entity that the Offeror plans to utilize for the purposes of services covered under this contract.
- p. **TPA** means a third party administrator, a contractor who processes claims and administers the self-funded plans offered through the Program.
- q. **TPA CONTRACTOR** means an organization that is contracted with the State to provide services in connection with administering the Plans herein described.

### **1.3 Contract Type**

The contract that results from this RFP shall be a Firm Fixed Charge Rate contract for certain plan administrator services for the duration of the contract; the fixed charge rate for plan administration is customarily referred to as an asset fee.

### **1.4 Contract Duration**

The contract resulting from this RFP shall be for a period of five years beginning on or about January 1, 2008 and ending on December 31, 2012. At the discretion of the Board of Trustees, this contract will include one option to renew for up to 12 months at the same terms as the original five year period.

### **1.5 Procurement Officer and Contract Manager**

The sole point of contact at the State for purposes of this RFP, prior to the award of any contract, is the Procurement Officer at the address listed below:

Michael Halpin  
 Executive Director/Procurement Officer  
 Maryland Supplemental Retirement Plans  
 6 Saint Paul Street, Suite 200  
 Baltimore, Maryland 21202-1608

Telephone #: 410-767-8740  
Fax #: 410-659-0349  
E-mail: mhalpin@msrp.state.md.us

The individual responsible for day-to-day administration and management of the Contract issued pursuant to this RFP shall be the Contract Manager identified below:

MSRP Executive Director  
Maryland Supplemental Retirement Plans  
6 Saint Paul Street, Suite 200  
Baltimore, Maryland 21202-1608  
Telephone #: 410-767-8740  
Fax #: 410-659-0349

The Board may change the Procurement Officer and/or the Contract Manager at any time during the pendency of the Contract by notice to the Contractor.

### **1.6 Pre-Proposal Conference**

A Pre-Proposal Conference will be held on Wednesday, August 08, 2007, at 10:00 AM, local time, in the Board's office at 6 Saint Paul Street, Suite 200. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

The Conference will be transcribed. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the conference. In addition, as promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

If there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. MSRP will make reasonable efforts to provide such special accommodation.

### **1.7 Use of e-Maryland Marketplace.com**

The e-Maryland Marketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the MSRP web site ([www.msrp.state.md.us](http://www.msrp.state.md.us)) and other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-proposal conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace. The eMM website is [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).

**In order to receive a Contract award, an Offeror must be registered on eMM.**

## **1.8 Questions**

The Procurement Officer prior to the pre-proposal conference will accept written questions from prospective Offerors. If possible and appropriate, such questions received by Wednesday, August 01, 2007 will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile or preferably by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all Offerors who are known to have received a copy of the RFP.

## **1.9 Proposals Due (Closing) Date**

An unbound original and six (6) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5 Procurement Officer and Contract Manager, no later than 2:00 PM (local time) on Wednesday, September 12, 2007 in order to be considered. One (1) electronic version on CD of the Technical Proposal (in MS Word) must be enclosed with the original Technical Proposal. An electronic version on CD of the Financial Proposal (in MS Word or Excel format) must be enclosed with the original Financial Proposal. Offerors must ensure that the CDs are labeled with the RFP title, RFP number and Offeror name, and are packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02F, proposals received by the Procurement Officer after September 12, 2007 at 2:00 PM (local time) will not be considered. Proposals may not be submitted by e-mail or facsimile.

## **1.10 Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

## **1.11 Revisions to the RFP; Acknowledgements Required**

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be posted on the MSRP website and eMarylandMarketplace.com, and provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the

Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

#### **1.12 Cancellations; Discussions**

The State reserves the right to cancel this RFP, 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 or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

#### **1.13 Oral Presentation**

Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All written representations will become part of the Offeror's proposal and are binding if the contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations. Typically, oral presentations occur approximately two weeks after the proposal due date.

#### **1.14 Incurred Expenses**

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

#### **1.15 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal to meet the requirements of this RFP.

#### **1.16 Protests/Disputes**

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).

#### **1.17 Multiple or Alternative Proposals**

Neither multiple nor alternate proposals will be accepted for this RFP.

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

An Offeror should give specific attention to the clear 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, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. (See Section 4.4.2.1)

Information, which is claimed to be confidential, is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Offerors are advised that, upon request for this information from a third party, the State will make an independent determination whether the information must be disclosed (see COMAR 21.05.08.01).

### **1.19 Offeror Responsibilities**

The selected Offeror/Contractor shall be responsible for all products and services required by this RFP. Subcontractors must be identified, and a complete description of their roles relative to the proposals must be included in the Proposal. The selected Offeror retains the responsibility for all work performed by and any deliverable submitted by a subcontractor. Additional information regarding MBE subcontractors is provided in paragraph 1.23 below, and **ATTACHMENT D**.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror such as, but not limited to, proposed services, description of the Offeror's ability to perform the scope of work, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

### **1.20 Mandatory Contractual Terms**

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Standard Contract Terms included in **ATTACHMENT A**. The successful Offeror will also be required to negotiate an agreement substantially equivalent to the current Plan Administrator Contract that is also attached in **ATTACHMENT A**, with changes required by the specifics in this RFP. Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected. (See Section 4.4.2.2)

### **1.21 Proposal Affidavit**

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

### **1.22 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 **ATTACHMENT C** of this RFP. This Affidavit must be completed and submitted within five business days of notification of proposed contract award.

### **1.23 Minority Business Enterprises**

A Minority Business Enterprise (MBE) subcontractor participation goal expressed as a percent of the total fees paid to the Contractor has been established for this procurement as 25%.

The Contractors shall structure their award(s) of subcontracts under the contracts in a good faith effort to achieve the goal in such subcontract awards by businesses certified by the

State of Maryland as minority owned and controlled. MBE requirements are specified in **ATTACHMENT D** of this RFP. Subcontractors used to meet the MBE goal of this RFP must be identified in the Offeror's proposal.

Questions or concerns regarding the MBE requirements of this solicitation must be raised before the opening of bids or receipt of initial proposals.

**ATTACHMENTS D-1 and D-2** must be completed and submitted with each Offeror's proposal. Failure to submit these completed attachments will eliminate an Offeror from further consideration.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Center Drive, P.O. Box 548, Hanover, Maryland 21076. The phone number is 410-865-1269 or 1-800-544-6056. The directory is also available at <http://www.mdot.state.md.us> . Select the MBE Program label. The most current and up-to-date information on MBEs is available via the web site.

#### **1.24 Subcontractors**

It is a general requirement that the Offeror (or such of its corporate affiliates as are under common control) will perform the preponderance of the duties under this contract. Subcontractors or joint ventures will not be permitted without the consent of the Board of Trustees, including Minority Business Enterprise subcontracts described in 1.23 Minority Business Enterprises. Vendors should identify in their proposal any discrete administrative function they will seek to assign to a subcontractor. For example, if the vendor relies on XYZ Data Services for Plan record storage, the proposal should so state.

#### **1.25 Arrearages**

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

#### **1.26 Procurement Method**

This contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

#### **1.27 Verification of Registration and Tax Payment**

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, 301 West Preston Street, Room 803, Baltimore, Maryland 21201 (website: [www.dat.state.md.us](http://www.dat.state.md.us) ).

**It is strongly recommended that any potential Offeror complete registration with the Maryland Department of Assessments and Taxation prior to the due date for receipt of proposals.**

An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

### **1.28 False Statements**

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

- a. In connection with a procurement contract a person may not willfully:
  - (1) falsify, conceal, or suppress a material fact by any scheme or device;
  - (2) make a false or fraudulent statement or representation of a material fact; or
  - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- b. A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- c. 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.

### **1.29 Procurement Evaluation Committee**

A committee made up of several Board of Trustees members and their designees will review all proposals and make recommendations to the full Board of Trustees for the selection of an Offeror to supply the services as stated in this request. In making such evaluation the committee may seek technical assistance from any resource approved by the Procurement Officer, from existing or outside consultants, and from the Board staff. Actual selection and contract award, if any, will be made by the full Board of Trustees, and is subject to required State approvals, specifically including approval by the Department of Budget & Management, and approval by the State Board of Public Works, which is comprised of Maryland's Governor, Comptroller and Treasurer.

### **1.30 Reference Contacts**

An Offeror consents to allowing the Board of Trustees or its representatives contact with agents or employees of entities, regardless if they are listed as a reference in the response to Section 4.4.2.4 Corporate Experience and Capability, for the purpose of evaluating the Offeror's performance.

### **1.31 Independence**

The Offeror will be required to agree in its contract with the Board of Trustees that neither it nor any of its affiliates will receive compensation related to the Maryland Supplemental Retirement Plans. Such restriction prohibits compensation related to the Maryland Supplemental Retirement Plans, but does not prohibit financial arrangements or transactions that do not relate to the Maryland Supplemental Retirement Plans.

Offerors must document their corporate structure, including any parent companies, affiliates, and subsidiaries so as to be able to satisfy this condition. Potential conflicts must be disclosed in each Offeror's proposal. As noted in Section 1.1.1 General Background Information, conflicts created by existing investments will not disqualify an Offeror so long as the Offeror is willing to cut-off future deferrals or exchanges into that investment upon its assumption of administrative responsibility under this contract.

The Offeror will also be required to annually certify that the Offeror has not sold the data procured under this contract. Finally, the Offeror will be generally prohibited from using the

data under this contract, or the sales force dedicated to this contract, for selling other financial products to employees eligible to participate.

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## **SECTION 2 - OFFEROR MINIMUM QUALIFICATIONS**

Offerors must clearly state and demonstrate that they satisfy the stated experience qualification and provide evidence thereof. The primary evidence shall be in the form of a self-certification stated in the Executive Summary of the Technical Proposal. The references submitted in response to RFP Section 4.4.2.4 Corporate Experience and Capability shall be used to validate the self-certification. The qualification is applicable to the primary Offeror and any subcontractors used by the Offeror for primary functions under the Scope of Work.

The Offeror making the proposal, and subcontractors used by the Offeror(s) for primary functions under the Scope of Work, must meet the following Plan Administration experience requirements.

The qualified Offeror has performed as a full service defined contribution Plan administrator (record keeping, participant statements, participant contact, financial transactions) for at least three years for a minimum of 30,000 participants. In addition, the qualified Offeror has performed as a full service Plan administrator for at least three years for at least one defined contribution Plan with 10,000 active participants.

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## SECTION 3 – SCOPE OF WORK

### 3.1 Description of Required Services

The Board of Trustees intends to procure professional services for a superior level of independent, full service administration, marketing, enrollment, transaction processing and record-keeping services for the four Plans under its administration: the 457 Plan; the 401(k) Plan; the 403(b) Plan; and the 401(a) Match Plan. The successful vendor will also be required to operate (without additional compensation) distinct rollover accounts under each Plan and, if requested by the Board of Trustees, Deemed IRA accounts. The successful Offeror must carry out all the duties and responsibilities connected to the day-to-day operation of these Plans that are necessary to their proper operation. Those duties and responsibilities include:

#### 3.1.1 Plan Administration Services

- 3.1.1.1** General administration and record-keeping at the Participant and Plan level. This includes daily valuation of participant accounts, including calculation of daily income accrual of the investment contract pool; adjustment of participant accounts (at least quarterly) to distribute to participant accounts mutual fund expense reimbursements, if any, received from mutual funds that are held by the Plans; and ability to make periodic class adjustments of accounts for special charges; ability to collect and account for the participant charges that pay the cost of administration, both for the Board of Trustees and the administrator, and to do so on a percentage and/or per capita or transaction basis; ability to perform all aspects of participant accounting for the State employees Match Plan.
- 3.1.1.2** Quarterly statements of account to Participants detailing all Participant deferral, investment and withdrawal transactions, administration charges, account values and applicable mutual fund administrative rebates, all to be mailed to participants within ten days of the end of the quarter. The statement shall be consolidated for all Plans in which an employee participates and shall show a consolidated asset balance. The statement will be presented in a two/three color format, and contain a graphical representation of closing date asset allocation, and rate of return for the participant's account on a quarterly and year to date basis.
- 3.1.1.3** Advice and technical assistance to the Board of Trustees through its own personnel (or that of an affiliate) for regulatory compliance—including assistance in procuring appropriate private letter rulings concerning the Plan from the Internal Revenue Service, consulting on Plan tax reporting and withholding, and any required SEC or NASD filings.
- 3.1.1.4** Assistance in contracting for investment providers and investment advisors, and timely action in making administrative and automated system changes to implement decisions of the Board of Trustees to open, close and freeze investment options.

**3.1.1.5** Preparation of Plan financial statements prior to their audit by the Board of Trustees' accounting firm, and assistance to the auditor as is necessary for it to issue opinions on the statements.

**3.1.1.6** Required federal and state tax withholding and reporting.

**3.1.1.7** Periodic reports in writing and in person to the Board of Trustees of the current status of the Plan and related activities, similar in overall tone and information as that contained in **Attachment J**.

**3.1.1.8** Design, production and distribution (with prior Board of Trustees approval) of Participant forms, publications, statements of account and other standardized communications, including, but not limited to, Plan handbooks, videos and enrollment kits such as those attached as **Attachment L**.

**3.1.1.9** Assistance to the Board of Trustees in obtaining and compiling information for an annual audit of the financial statements of the Plan, supplementary analyses for annual Plan reports to the Governor and the Maryland General Assembly, and for periodic surveys or requests for information conducted by or approved by the Board of Trustees or staff.

**3.1.1.10 Nationwide Fixed** - As shown in the financial statements of the 457 Plan, participant funds are held in a Nationwide Group Fixed Annuity Contract. No deferrals have gone into that contract since 1986; participants may elect to transfer funds from that contract to other Plan investments over three years in three equal payments, or as payments of Plan distributions. The Offeror will be required to integrate participant account values from that contract onto the participant statement it prepares, and handle all participant transactions with respect to that contract, except annuity payment streams.

**3.1.1.11 Great-West Fixed** - As shown in the financial statements of the 403(b) Plan, participant funds are held in a Great-West Certificate Fixed Investment Option. No deferrals have gone into that fixed investment option since 1999; participants may elect to transfer funds from that contract to other Plan investments at certificate maturity, or as payments of Plan distributions. The Offeror will be required to integrate participant account values from that investment option onto the participant statement it prepares, and handle all participant transactions with respect to that investment option.

### **3.1.2 Enrollment and Participant Services**

**3.1.2.1** Marketing services, employee presentations, and communication materials directed to all eligible employees, regardless of compensation or deferral levels. The selected vendor will be required to conduct a schedule of on-site employee presentations generally similar to that shown on **Attachment I**. The selected vendor will be required to maintain a Maryland office with sufficient employees based in that office to perform the necessary direct services to participants. At least THREE of these local employees must have as his or her exclusive duties the counseling of participants on their retirement/Plan distribution options.

- 3.1.2.2 Face-to-face participant enrollment, usually conducted at employees' normal work sites throughout the State, both individually and in conjunction with the group presentations discussed in the previous section..
- 3.1.2.3 Consultation with Participants regarding Plan provisions, investment options, changes, and service requests.
- 3.1.2.4 Timely processing of all phases of participant "hardship" withdrawal requests, including hardship eligibility determinations for the 457, 403(b) and 401(k) Plans.
- 3.1.2.5 Timely processing of loan requests and repayments as may be permitted under 457, 403(b) and 401(k) Plans. Repayments will customarily be by automatic debit from the borrowing participant's banking account. Nominal loan charges to each applicant for initial setup and periodic processing are permitted but must be disclosed in the Technical Proposal response to this item. **Any loan fee is limited to participant loan applications and loan agreements and is evaluated in the Technical Proposal evaluation process; all other fee information must not be mentioned in the Technical Proposal.**

### 3.1.3 Plan Operations

- 3.1.3.1 Assembly and maintenance of a Participant data base including pertinent Participant identification, address, employment location, telephone number, and demographic information for effective and appropriate Plan communications, including takeover and maintenance of the existing data base, records and transaction history.
- 3.1.3.2 Electronic transaction capability and services, including: paperless enrollment processing; design and maintenance of an Internet web site for the Plan that performs participant account inquiries, deferral and investment changes, enrollment and distribution requests, and copies of quarterly participant statements; on-demand participant account information, and Plan financial, transaction and demographic information for the Board of Trustees and staff.
- 3.1.3.3 Full coordination of Plan operations, Participant services and regulatory compliance.
- 3.1.3.4 At least full business day customer service operations available through toll free telephone lines, preferably with same-day (but no later than next-day) processing of Participants' requested transactions, with adequate written confirmation of such transactions within five days.
- 3.1.3.5 Serving as the Board of Trustees' agent for processing the daily banking transactions necessary for the efficient operation of the Plans.
- 3.1.3.6 Timely movement of deferrals and exchanges to, and between, investment providers (e.g.–executing "buys and sells" of any investment options).

**3.1.3.7** Payment and record keeping for periodic Plan distributions other than from discrete annuity contracts.

## **3.2 Description of Optional Services**

The Board of Trustees intends to make prudent improvements and additions for all or any of the four Plans under its administration. The successful vendor will also be prepared to plan, document and implement such changes in a timely fashion and with reasonable or no additional cost. The successful Offeror must carry out all the duties and responsibilities connected to the day-to-day operation of these Plan modifications as necessary for proper operation. Those plan modifications may include:

- 3.2.1** Record keeping and reporting for a brokerage window investment option for participant-directed selections and transactions.
- 3.2.2** Enrollment, recordkeeping and reporting for one or more Roth plans and/or Individual Retirement Accounts (IRA's) in addition to existing tax-deferred plans.
- 3.2.3** Elective, periodic re-balancing of participant accounts according to a participant selected asset allocation.
- 3.2.4** Managed account service provided to separately enrolled participants for additional fee to be paid to the advisor/servicing-manager, with record keeping and statement reports by the Plan Administrator.
- 3.2.5** Option to accept investment transaction requests from participants up to 7 days in advance.

## **3.3 Transition**

The Offeror will be required to manage a transition between the performance of services by the existing vendor, Nationwide Retirement Solutions, Inc. (NRS), and its own performance of services so that the full range of services can be offered as of the commencement date of the contract, on January 1, 2008. For details of NRS's transition responsibilities see **Attachment K**.

## **3.4 Fidelity Bond**

The successful Offeror will be required to procure an annually renewable Fidelity Bond for services rendered to the Maryland Supplemental Retirement Plans in the amount of \$25 million, to be held by the Board of Trustees Staff. The Offeror may substitute for such bond: (a) an unconditional guarantee of its contractual obligations by a solvent corporate affiliate of the Offeror, such as a life insurance company, bank or trust company, or; (b) an error or omissions liability policy purchased exclusively for the benefit of the Board of Trustees, with a face amount of \$50,000,000, premium payable by the Offeror. The relevant protective instrument (bond, guarantee, or liability policy) shall also cover conduct and actions of any significant subcontractor or joint venture partner

Pursuant to its fiduciary responsibility for participant accounts, no vendor will be selected without a bond, guarantee, or other concrete evidence of the security for the financial transactions it will be conducting as administrator for Plan participants. A general errors and omissions policy will not suffice.

### **3.5 Plan and Participant Records**

The Offeror will be responsible for maintaining Plan and participant records (both for its contract history and all prior years) and handling participant inquiries with respect to such records, so that participant inquiry and confirmation can be easily done, and to ensure that adequate security procedures (such as off-site fireproof storage and off-site computer management capability) are maintained.

### **3.6 Disclosure of Ownership and Financial Information**

The Offeror must disclose the identity of all persons owning more than a 5% interest in the company and will be required to permit such examination of its financial and other records as may be necessary to satisfy the Board of Trustees or its auditors that no conflict or interest exists in its handling of participant transactions, and that adequate security and other procedures exist to preserve the accuracy of Plan and participant records, and the security of Plan assets.

### **3.7 Compliance Program**

The Offeror must have a specific compliance program to ensure that Plan transactions and reporting are in accord with all applicable tax and securities laws and that the Plans generally meet requirements for their tax favored status. The contractor will not be required to guarantee tax results.

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## SECTION 4 - PROPOSAL SUBMISSION FORMAT

### 4.1 Two Part Submission

Offerors must submit separate proposals for each Category in RFP Section 1.1 in two separate volumes:

- “Volume I – (TECHNICAL PROPOSAL)”
- “Volume II – (FINANCIAL PROPOSAL)”.

### 4.2 Proposals

Volume I-Technical Proposal must be sealed separately from Volume II-Financial Proposal but submitted simultaneously to the Procurement Officer (address listed on Key Information Summary and in Section 1.5 Procurement Officer and Contract Manager). This is the only address to which proposals may be submitted. An unbound original, so identified, and six (6) bound copies of each volume are to be submitted. Hard copies must be a complete proposal containing all information contained on the CDs unless otherwise directed in Section 4.

Offerors must attach to the original Technical Proposal one (1) separate CD containing an electronic version of Volume I- Technical Proposal (in MS Excel format and MS Word, as appropriate). Offerors must also attach to the original Financial Proposal one (1) separate CD containing an electronic version of the Volume II- Financial Proposal (in MS Excel format).

Please note that the Offeror must provide separate CDs for the Technical Proposal and the Financial Proposal, resulting in two (2) CDs attached to the proposal. The CDs containing the electronic responses should be placed in separate envelopes labeled “Offeror Response CD – Volume “X” (“X” is Volume I or Volume II, as appropriate).

### 4.3 Submission

Each Offeror is required to submit a separate sealed package for each Volume, to be labeled “Volume I-Technical Proposal” and “Volume II-Financial Proposal” respectively. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package. Please label the electronic media with Volume I-Technical Proposal and Volume II-Financial Proposal, as appropriate.

All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page “x”).

### 4.4 Volume I – Technical Proposal

#### 4.4.1 Transmittal Letter

A transmittal letter must accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda/amendments. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

#### 4.4.2 Format of Technical Proposal; Required Submissions

Inside a sealed package described in Section 4.3, above, an unbound original, to be so labeled, six (6) copies and the electronic version shall be provided. Sections 2 and 3 of this RFP

provide requirements and Section 4 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's Technical Proposals should be organized and numbered in the same order as this RFP. This proposal organization will allow State officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number.

The Technical Proposal shall include the following sections in this order:

#### **4.4.2.1 Title and Table of Contents**

The technical proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. Information, which is claimed to be confidential, is to be identified after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included.

#### **4.4.2.2 Executive Summary**

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary" including how the Offeror meets the minimum qualifications outlined in Section 2.

The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the model contract and Standard Contract Terms (**ATTACHMENT A**), or any other attachments. If there are no exceptions, the summary should so state.

Note: Exceptions to terms and conditions of the RFP, the contract, or any other attachment may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

#### **4.4.2.3 Offeror Technical Response to RFP Requirements**

In a concise manner, the Offeror shall address each requirement in SECTION 3 – SCOPE OF WORK of this RFP and describe how the Offeror's proposed services will meet those requirements. The Offeror should use the sub-headings provided by this RFP to organize the response (e.g. describe on-line enrollment and transaction capabilities in the Technical Proposal section noted as a response to Section 3.1.6.)

If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. However, the Offeror should not merely rely on a stated agreement to perform the requested work; rather the Offeror should outline **how the Offeror can fulfill the requested tasks in a manner that best meets the State's needs.**

The Offeror shall also address the items in Section 3.2 Description of Optional Services that the Board has taken under consideration for potential future implementation. The Offeror should describe their capabilities, conditions and limitations for such efforts, giving examples of experience and results with such operations.

#### **4.4.2.4 Corporate Experience and Capability**

- a. Confirm that you meet the experience requirements of Section Two. If you are meeting this experience requirement through Plans administered by affiliated entities (ex: Mutual Fund Sponsor or Insurance Company administering through subsidiary X Plans that offer affiliated investments) explain the relevant relationships.

- b. State:
- (1) the number of participants in §457 Plans under your administration during the third quarter of 2006 through the second quarter of 2007;
  - (2) the number of §457 Plans you administer;
  - (3) the number of participants in §403(b) arrangements during the third quarter of 2006 through the second quarter of 2007 for which you processed a current deferral of salary and mailed a current statement;
  - (4) the number of participants in §401(k) Plans under your administration during the third quarter of 2006 through the second quarter of 2007;
  - (5) the number of §401(k) Plans you administer; and (f) the number of Match Plans you administer.
- c. State your Plan administration experience with specificity, giving specific Plan names and specific contact information (name, title and telephone number) for that Plan. Do so across all Plan types: 457, 403(b), 401(k).
- For example: State of \_\_\_\_\_ 457 Plan, 1985-1990, approx. 30,000 active participants, contact person: Joe Jones (State Deputy Treasurer), 111-555-8888; City of \_\_\_\_\_, 401(k) Plan, 1990 - current; City of \_\_\_\_\_, 401(k) Plan, 1990 - current, approx. 5,000 participants, contact person: Mary Widget (City Manager), 333-444-9999.*
- In light of the information required above, you need not give such information for all Plans you have ever administered, and all your numbers may be approximations; but you should give the Board of Trustees sufficient information to judge your overall size, experience and capabilities, particularly with respect to 401(k) and Match Plan administration. If you have experience in government qualified defined contribution Plans (Match Plan; general retirement plan) indicate so here.
- d. State the type of computer system you will use for Plan record keeping and affirm its ability to make:
- (1) class adjustments to participant accounts, such as those required for the Board of Trustees' mutual fund rebate program;
  - (2) periodic asset allocation changes on an automated basis as occurs with so called life style funds. Attach as Example 4.4.2.4 D a Plan financial statement you have prepared in recent years for a similar Plan. If none is attached state the reason therefore, and whether you have prepared such statements. You need not attach multiple statements. Statements of governmental entities are generally available under Public Information Acts in most states, and the Board of Trustees reserves the right to procure and evaluate such statements directly from governmental entities.
- e. Describe your proposed overall participant enrollment and communication program for the Maryland Plans. Include herein the number of employees you propose to maintain in the Maryland office, broken down between:
- (1) administrative staff,
  - (2) enrollment staff, and
  - (3) counseling staff.

Confirm that you will maintain this number of staff persons as a contractual requirement. Attach a brief sample of participant communication material you have prepared and used

in other Plans, and include your recent material distributed to Trustees or Participants on the Pension Protection Act (PPA). State how you would organize your field force for enrollment and group meetings. State your plans for using Internet technology as part of this program, and give the names of two other Plans for which you maintain similar Internet technology.

- f. Give a brief description of your telephone capabilities (toll-free telephone number and staff that supports it) and how you would use such capabilities to conduct participant directed transactions such as investment switches for existing balances and future deferrals. State the number of employees used for such work during the second quarter of 2007, and provide specifics relative to their qualification and licensing levels. Attach a sample confirmation of a telephone-initiated transaction that you have actually used in a defined contribution Plan under your administration. Describe the training and supervision program for customer service representatives used for maintaining competent and high quality direct services to participants. Explain how pending or future participant transactions are tracked for timely and efficient follow-up by customer service representatives.
- g. Describe the size and experience of your accounting department that will process the actual cash and investment transactions under this contract, viz. block investment, mutual fund investment and redemption, accounting for the investment contract pool, etc.
- h. Confirm your ability to prepare and mail consolidated quarterly statements of account value within 10 business days of the close of the quarter. State how many such statements your company mailed for the second quarter of 2007.
- i. Describe how you perform general securities and tax compliance for your existing client base. Confirm that you have the capability to provide enrolling agents with software suitable for laptop computers that calculates maximum deferral allowances and state whether you use such equipment and software in Plans you currently administer. Give a specific number of personnel who will perform the compliance function for these Plans, and state their general qualifications; and if you intend to rely on compliance personnel of a non-affiliated entity (outside law firm, etc.), state so.
- j. Confirm that you understand the requirements for general reports to the Board of Trustees on Plan activity; attach similar reports you have prepared for other Plans, keeping in mind that the Board of Trustees may be procuring such reports directly from the entities involved. If no such reports have been prepared for other clients, state so. Feel free to offer suggested changes in the style or data of such reports, and state here the type of reports you would generate in order to assist the Board of Trustees in its duties.
- k. State whether any public Plans you administer and financial statements you prepare for them are subject to audit by an outside certified public accounting firm. If yes, give a representative list of those Plans.
- l. Attach one or more sample participant statements (name and social security number deleted) that you actually issued for the second quarter of 2007. Describe your ability to customize a statement, consolidate a statement across several Plans, the average length of time necessary to change statement format, whether you are able to print special messages on a statement and the lead-time therefore. Describe your ability to print on the statement multicolored graphical representations of account data, report consolidated asset values, and quarterly/year to date rate of return information.

- m. Confirm that you will be able to incorporate into the quarterly participant account statement the participant earnings and contract values for the Nationwide Fixed Annuity, the Great –West Fixed option and the premium payments for the life insurance option.
- n. Describe your experience in accounting for stable value arrangements/investment contract pools and, if you have no such experience, state so.
- o. State the corporate structure of the company,
  - Example: "This offer is made by Quality Services, a wholly owned 3rd tier subsidiary of Universal Mutual Life Assurance Company. Compliance function and specialized computer programming for this contract will generally be performed by Data Services, another wholly owned subsidiary, although expertise available throughout the mutual insurance company will be called on when necessary. Any Broker/ Dealer effort necessary to effect transactions will be undertaken by wholly owned subsidiary Universal Securities, a registered NASD broker/dealer."*
- p. Describe your transition plan from the current administrator. State what if any transitions you have accomplished in the past two years. Note any exceptions or qualifications to your ability to perform a full takeover of NRS activity.
- q. State your plan for maintaining the security and integrity of participant data, elections, and account history. Provide your plan for providing back-up, off-site storage, disaster recovery and security (including authorized participant and plan sponsor access) for all data, applications and networks supporting the Plans.
- r. Has any governmental pension Plan terminated a contract with you for cause in the last ten (10) years? If so, by whom and under what circumstances?
- s. State how you measure and evaluate participant satisfaction in Plans under your administration.
- t. Describe any systems limitations that restrict types of investment products you can administer, and list the types of products you are prepared to administer. State whether your system has any restrictions in administering and accounting for investment funds other than publicly offered mutual funds. Give details of any installation schedule or standard set-up process and requisite timelines for new products. State your ability to work with independent entities that provide on-line investment advice and confirm that you can perform necessary coordination for no additional fees.
- u. State your experience (if any) as a full service administrator for a Plan that allows participants to invest accounts in a brokerage window option. State the required notice period, and any conditions for instituting such an option. Confirm that, if such an option was instituted by the Board of Trustees, you would turnover to the Board of Trustees any fees, rebates, commissions or administrative expense amounts that would otherwise come to you from the broker/dealer firm maintaining such account system.
- v. Explain the rules and procedures you would use to ensure that the Maryland employees' contributions to the Plans comply with limitations imposed by the Internal Revenue Code (i.e., Sections 402(g), 403, 415, and 457) and applicable regulations. Specify any data, controls or reports you would require from the State, or indicate what records/reports you would supply to the State for this type of coordination and compliance.
- w. Are materials, communications, and account information available through TTY, Braille, etc. for hearing and seeing impaired?

- x. Describe here any additional services for participants (above and beyond the services required by this RFP) that you are willing to perform at your offered price.

#### **4.4.2.5 Subcontractors**

- a. In the Technical Proposal (in addition to the requirements of **Attachment D**), Offerors must identify both MBE and non-MBE subcontractors and the role these subcontractors will have in the performance of the contract.
- b. A summary of the experience and expertise of the proposed subcontractors shall be provided as part of the Offeror's Technical Proposal.

#### **4.4.2.6 Staffing Plan, Personnel Qualification and Professional Experience**

- a. The Offeror shall provide a staffing plan that describes how the Offeror intends to staff this Contract to meet the State's needs. The Offeror shall identify its proposed Account Manager and any other key personnel. As part of the staffing plan, the Offeror shall submit the resumes of the proposed key personnel to complete the work required by the Contract.
- b. The Offeror shall provide a short summary of the names, backgrounds, company tenure, expertise and pension Plan experience, achievements and capabilities of those staff and personnel proposed to perform the requirements of the Contract. The resumes and staffing plan may also include a description of whether the proposed staff worked on the accounts submitted as references by the Contractor. Include a discussion of staff assignment stability and company staff retention measures.
- c. State your plan for complying with mandatory THREE full-time employees devoted exclusively for participant counseling on Plan distribution options. State whether you offer such service in any similar Plans. You should also offer in this section a specific plan for performing Maryland enrollment/counseling services with a work force at least some of whom are certified as retirement specialists by relevant entities, such as CEBS, Certified Financial Planners, or InFRE.  
*Example: The Offeror commits that on or before January 1, 2010, at least \_\_\_ % of the salesman/counselors resided in the Maryland office will be certified as specialists by one or more reputable entities.*
- d. State whether the Offeror or any company under common control has been debarred by any state in the last three years, or has had any license suspended or revoked by the S.E.C., NASD, or insurance commissioner of any state. State whether any employee of the Offeror has had such action taken against him by the S.E.C., NASD, or insurance commissioner for activities relating to a pension Plan.

#### **4.4.2.7 Economic Benefit Factors**

- a. The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements. **(Do not include any detail of the financial proposal with this technical information):**
  - (1) The estimated percentage of 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 percentage breakdown of expenditures in this category.

- (2) The estimated number and types of jobs for Maryland residents resulting from this contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the contract has committed at both prime and, if applicable, subcontract levels.
  - (3) Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
  - (4) The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.
- b. In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

#### **4.4.2.8 Conflict of Interest**

Each Offeror must complete and submit a Conflict of Interest Affidavit with the Technical Proposal. A copy of this Affidavit is included as **ATTACHMENT H** of this RFP. If the Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the Procurement Officer may reject an Offeror under COMAR 21.06.02.03B.

#### **4.4.2.9 Financial Capability and Statements**

The Offeror shall provide evidence that the Offeror has the financial capacity to provide the services. Furnish a copy of the Offeror company's audited financial statement for each of the last three (3) years. If no audited statement of the entity making the proposal is available, submit audited statements of the consolidated group of which the offering entity is a part.

#### **4.4.2.10 Summary of Required Technical Submissions**

- Transmittal Letter (Sec 4.4.1)
- Technical Proposal, Volume I (Sec 4.4.2.1 through 4.4.2.7 and 4.4.2.9)
- Conflict of Interest Affidavit (Sec 4.4.2.8)
- Bid/Proposal Affidavit (**Attachment B**)
- MBE Forms (**Attachment D-1** and **D-2**)

### **4.5 Volume II - Financial Proposal**

Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, six (6) bound copies, and one (1) electronic copy (in MS Word format) in a separate envelope labeled as described in Section 4.2, of the Financial Proposal. The Financial Proposal must contain all cost information in the format specified in **ATTACHMENT F**.

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## SECTION 5 - EVALUATION CRITERIA AND SELECTION PROCEDURE

### 5.1 Evaluation Criteria

Evaluation of the proposals will be performed by a committee organized for that purpose. Evaluations will be based on the criteria set forth below.

### 5.2 Technical Criteria

The criteria to be applied to each technical proposal are as follows, listed in descending order of importance:

- a. Offeror Technical Response to RFP Requirements (RFP Section 4.4.2.3)
- b. Corporate Experience and Capability; and Subcontractors (RFP Sections 1.30, 4.4.2.4 and 4.4.2.5)
- c. Staffing Plan, Personnel, Qualification and Professional Experience (RFP Section 4.4.2.6)
- d. Economic Benefit Factors (RFP Section 4.4.2.7)

### 5.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on the total price proposed as shown in **Attachment F**. An Offeror must comply with the instructions provided in **Attachment F**.

### 5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

### 5.5 Selection Procedures

#### 5.5.1 General Selection Process

The contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

### **5.5.2 Selection Process Sequence**

- a. The first level of review will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two to four weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
- b. Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- c. The financial proposal of each Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- d. When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

## **5.6 Award Determination**

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be given greater weight than price factors.

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## ATTACHMENTS

**ATTACHMENT A—CONTRACT MODEL AND STANDARD CONTRACT TERMS**

**ATTACHMENT B—BID/PROPOSAL AFFIDAVIT**

**ATTACHMENT C—CONTRACT AFFIDAVIT**

**ATTACHMENT D—MINORITY BUSINESS ENTERPRISE PARTICIPATION**

**ATTACHMENT E—PRE-PROPOSAL CONFERENCE RESPONSE FORM**

**ATTACHMENT F—PRICE PROPOSAL INSTRUCTIONS AND FORM**

**ATTACHMENT G— PLAN FINANCIALS** (separate pdf)

**ATTACHMENT H—CONFLICT OF INTEREST AFFIDAVIT/DISCLOSURE**

**ATTACHMENT I—SCHEDULE OF TYPICAL EMPLOYEE PRESENTATIONS**  
(separate pdf)

**ATTACHMENT J—PLAN ADMINISTRATOR REPORTS** (separate pdf)

**ATTACHMENT K—TRANSITION RESPONSIBILITY FOR EXISTING TPA**

**ATTACHMENT L—REPRESENTATIVE BOARD COMMUNICATIONS** (separate pdf)

**ATTACHMENT M— PROCUREMENT OFFICER’S CHECKLIST**

**ATTACHMENT A - MODEL CONTRACT AND STANDARD CONTRACT TERMS**

**BOARD OF TRUSTEES OF THE  
MARYLAND TEACHERS AND STATE EMPLOYEES  
SUPPLEMENTAL RETIREMENT PLANS**

**ADMINISTRATOR'S AGREEMENT**

This Agreement made and entered into this 20th day of November, 2002 by and between the Board of Trustees of the Maryland Teachers and State Employees Supplemental Retirement Plans (the "Board") and Nationwide Retirement Solutions, Inc. fka Public Employees Benefit Services Corporation ("NRS") and Nationwide Investment Services Corporation ("NISC"), (hereinafter collectively referred to as "NRS").

**1. Appointment.**

The Board under this Agreement hereby appoints NRS as the exclusive administrator and marketer of the benefit plans under the authority of the Board under Title 35 of Md. St. Pers. & Pens. Article, viz., the §457 plan; the §401(k) plan; the §403(b) plan; and the §401(a) Match Plan (hereinafter collectively referred to as "Plans"). This Agreement shall be for five years, effective January 1, 2003, and concluding on December 31, 2007. The Board shall have the option to extend this term for an additional one year period through notice and exercise of the extension provision described in section 21.

**2. Relationship of the NATIONWIDE Companies.**

NRS is a Delaware Corporation, with its principal offices located at Columbus, Ohio. Both NRS, and Nationwide Life Insurance Company are wholly owned subsidiaries of Nationwide Financial Services, Inc. Nationwide Life Insurance Company is the underwriter of a certain fixed annuity contract in which substantial assets of the §457 Plan are held as of the date of this Agreement. It is understood by the parties that NRS brings to its role as Plan Administrator considerable personnel, accounting, administrative, record keeping, and customer service resources of the combined Nationwide insurance and financial services group through its

home offices in Columbus, Ohio. NRS will throughout the term of this Agreement maintain a local office in Maryland through which its personnel will provide direct marketing and Participant services to the Board, Plan Participants and potential Plan Participants. NRS and its authorized sales representatives will maintain, with the Maryland Department of Insurance, any and all insurance agent licenses required for the marketing and enrollment of any insurance options available under the Plan.

Nationwide Investment Services Corporation (NISC) is a wholly-owned subsidiary of Nationwide Life Insurance Company, and is a registered broker/dealer and member of the National Association of Securities Dealers (NASD). Agents of NRS will also be licensed as registered representatives of NISC and will hold any required state or federal securities licenses and/or registration required by law for the marketing of Plan options that are registered as securities. NISC will abide by all NASD broker/dealer rules and regulations in all of its dealings with the Board, with the Plan, and with the Plan Participants, including, but not limited to, the filing and approval of all materials which the NASD would consider to be sales literature and advertising prior to the dissemination of any such materials through NISC or through NISC's registered representatives. The Board may distribute independently created and prepared sales literature and advertising directly to its employees, provided such sales literature and advertising does not reference NISC. If such Board generated sales literature and/or advertising is subject to NASD regulation, the applicable sales literature/advertising piece shall be subject to review and comment by NISC or subcontractor broker/dealer as applicable, and shall be conformed to meet any applicable NASD requirements. The Board and NISC or subcontractor broker/dealer will cooperate to obtain NASD approval for such material, and the Board will incorporate any comments and make any changes offered by NISC or subcontractor broker/dealer to make such material comply with NASD rules.

Nationwide Life Insurance Company is a guarantor of NRS obligations under this Agreement, pursuant to Ex. E.

Unless otherwise required by the context used herein, NRS will refer to all of the Nationwide companies referred to above. The status of NRS, its officers, agents, and employees under this Agreement, with respect to the State and the Board, is that of independent contractor.

It is expressly understood and agreed by NRS that any aspect of this Agreement relating to, or making it liable for, activities and transactions of the Plans that occurred prior to the effective date of this Agreement shall apply to NRS as defined herein, whether or not such activity or transaction was performed by NRS, as defined herein, or by one or more predecessor companies affiliated to NRS through common ownership.

It is expressly understood and agreed by the Parties hereto that this Agreement, and performance under this Agreement, is independent of the duties and responsibilities of Nationwide Life Insurance Company with respect to a certain group fixed annuity contract that is an asset of the §457 Plan. The Parties affirm that the 1986 agreements between the Board and Nationwide Life with respect to this fixed annuity contract remain in full force and effect, including, but not limited to, all provisions with respect to participant withdrawal rights, administrative charges, and contract interest rates. The Parties also affirm that the Board is under no obligation to use Nationwide Life Insurance Company as a provider of individual fixed annuities for participants withdrawing account values from any of the Plans.

### **3. Exhibits and Related Documents and Provisions.**

Attached as exhibits to this Agreement are:

- (a) standard state contract terms and conditions (Ex. A.).
- (b) the Request for Proposals, Amendments to the Request For Proposals, and NRS' proposal response (Ex.'s B and C).
- (c) Miscellaneous affidavits required by state law (Ex. D).
- (d) Nationwide Life Insurance Company guaranty (Ex. E).
- (e) Revised participant statement description (Ex. F).
- (f) Subcontracted employee description (Ex. G).

The terms of exhibits A, B, C and D are incorporated by reference into this Agreement. In case of any conflict between this Agreement and those exhibits the terms of this Agreement shall control. NRS reaffirms that all of the representations made in Ex. C are accurate as of the signing of this Agreement.

**4. Required Approvals.**

This Agreement is subject to approval by the Board of Public Works of the State of Maryland.

**5. Duties of Administrator.**

(a) In its capacity as the exclusive administrator and marketer of the Plans, NRS shall, on a timely basis, carry out all of the duties and responsibilities connected with the day-to-day operation of the Plans as enumerated in the RFP and Proposal Response, including the basic functional responsibilities of Plan administrator and record keeper at the Plan and Participant levels, all in a manner generally similar to such work as performed by NRS for the Plans under predecessor Agreements for administrative services in effect prior to January 1, 2003; provided, however, that where specific requirements are imposed under this Agreement, such specific requirements shall control. NRS shall not be required to perform work outside the scope of this Agreement and not specified in the RFP, amendments, and proposal response.

(b) In performing any of its duties and responsibilities as Plan administrator, NRS promises to: (i) perform same according to professional standards for administration of Plans of this type, size, and scope; (ii) make accurate representations to the Board, or Participants, as the case may be, when advising upon technical requirements of administration, or taking action on behalf of the Board with respect to Participants, Participants' accounts, Plan financial statements, or Plan records; and (iii) perform all of its obligations on a timely basis.

**6. Plan Financial Statement.**

(a) NRS shall prepare and submit to the Board on a timely basis: (i) quarterly unaudited financial statements of each Plan in the aggregate as administered by NRS, (ii) a reconciled annual financial statement of each Plan in the aggregate as administered by NRS,

prepared according to generally accepted accounting principles, suitable for audit conducted in accordance with generally accepted auditing standards, and an unqualified auditors opinion (except for such qualifications as the auditors may determine to be necessary, and are not the fault of NRS) that the financial statement presents fairly the financial position and results of operations of each Plan in conformity with generally accepted accounting principles applied on a consistent basis. The audit shall be performed by a certified public accounting firm of the Board's selection, and at the Board's expense. The unaudited quarterly financial statement shall be submitted by NRS to the Board no later than 45 days after the end of each quarter and the annual statement, conforming to the standards set forth above, no later than 75 days after the end of each year. It is the intent of this Sec. 6 that each of the annual Plan financial statements required hereunder shall be, when presented to the Board, and prior to any audit, fully reconciled with the sum total of all Participant transactions hereunder for the relevant period and Plan, as reflected on the records of NRS for such individual Participant accounts within any particular Plan, including any adjustment for timing differentials on contribution, investments or disbursements.

(b) The reconciled annual financial statement for each Plan shall show:

(i) reconciled contributions for NRS administered Plan options, subdivided by each investment option, all as reported by State payroll centers forwarding contributions to the custodial account;

(ii) gross earnings or losses and beginning and ending balances for each investment option as reported by the investment providers, including the Nationwide fixed annuity funds;

(iii) amounts remitted to NRS as its compensation hereunder;

(iv) amounts remitted to the Board pursuant to Sec. 13 and 14 of this Agreement;

(v) amounts withdrawn from administration, either for payment to Participants or their beneficiaries, or for purchase of annuities making such payments over time;

(vi) premium payments and beginning and ending aggregate cash surrender values with respect to any Plan life insurance option;

(vii) a balance sheet for each Plan showing the total value of all Plan assets and liabilities at the beginning and end of the year;

(viii) a narrative description of the methodology used to value, for each Plan, all Plan assets and allocate earnings, losses and expenses among Participants;

(ix) a reconciliation, for each Plan, of each Plan's receipts, disbursements and individual Participant allocations to the income statement and balance sheet.

(c) NRS acknowledges that other than the exceptions stated below, it has been charged with record keeping for each of the Plans since their inception, and that any inadequacy of existing Participant records is its responsibility. To this end, NRS warrants, as a part of this Agreement, that opening balances used to prepare financial statements under this Agreement will be true and correct reflections of the value of each Participant's account and of each Plan as a whole; and that NRS shall adjust any subsequently discovered deficiency or surplus in any Participant's account due to past inaccurate record keeping or such errors and omissions in record keeping as occur under this Agreement, so as to make good any loss suffered thereby. Excepted from this warranty, however, is any discrepancy or loss attributable to the former administrator of the §403(b) Plan, the Holden Corporation, which loss or discrepancy could not have been reasonably discovered by NRS; and any discrepancy or loss attributable to the administration of the §401(k) transfer plan prior to the transfer of such administration to NRS.

(d) Under the RFP and Proposal Response NRS is required to assume administration of the 401(k) transfer plan effective January 1, 2003. As part of this assumption of administration NRS shall review the current assets, records and files of the plan and present to the Board, on or before November 30, 2002: (i) an indicated trial balance showing asset values at market, subdivided by account and investment option; (ii) a protocol listing the responsibilities of NRS and Board staff necessary to accomplish its assumption of responsibility on January 1, 2003; a list of any accounts for which NRS declines to accept responsibility. Once the

administration of the transfer refund accounts is transferred to NRS, NRS shall be responsible for the accuracy of the accounts so transferred unless: (i) the account was specifically listed on the problem account list described in this section, and; (ii) the subsequently discovered error in the account balance was not known to NRS at the transition, and could not have been discovered by a reasonable review of the files and accounts of the transfer refund plan.

(e) If:

(i) NRS is unable to produce a timely accurate financial statement for a Plan as required hereunder, or:

(ii) the accounting firm retained by the Board is not able to perform or complete an examination of a Plan in accordance with generally accepted auditing standards and to offer, within nine months after the close of the year, an unqualified opinion that the financial statement for that Plan as presented to it represents fairly the financial position and results of that Plan in conformity with generally accepted accounting principles applied on a consistent basis (except for such qualifications as the auditors may determine are not the fault of NRS), then that event shall be deemed a material breach of this Agreement. Such a material breach as defined herein shall entitle the Board to immediately terminate this Agreement without any liability for costs or expense that NRS or related entities may have incurred. The Board may also seek such recompense from NRS as is necessary to compensate the Plan for any necessary and reasonable expense incurred in producing an accurate financial statement and Participant allocation. In the event that termination under this provision does occur NRS shall fulfill its termination responsibilities as contemplated under Sec. 23 hereof, and shall be liable for any directly resulting, necessary, reasonable, and itemized expense incurred by the Board by reason of such termination. The Board's right to terminate this Agreement for default of NRS in timely production of a reconciled annual financial statement, or for the inability of the Board's auditor to timely furnish an unqualified opinion thereon, shall not apply if the failure is caused by delays in receipt by NRS of accurate confirmations of financial transactions and closing balances from one or more investment providers under the Plan, or necessary information from Participants or

Payroll centers; delays in receipt by the auditor of required representations from the Board or its legal counsel; or by delays caused by the Board's auditor in completing its examination in a timely manner; but in order to be entitled to this waiver of normally applicable default, NRS must: (a) timely request the information; (b) notify the Board in writing in advance of the deadline dates of the particular information sought and the lack of its receipt, with copies of its written request. In such event the timeliness requirement, whether for the Plan financial statement, or for the auditors opinion, shall be suspended during the period beginning on the date of NRS' request for information and ending on the date NRS receives such information from the Provider or other party, with the due dates for same being extended for an identical period.

(f) The right of immediate termination granted hereunder shall apply for the Agreement as a whole, even if the NRS error or omission occurs only with respect to one of the Plans administered hereunder.

(g) NRS agrees that its accounting for, and method of purchasing and liquidating, assets of the Plan shall be in full compliance with all applicable insurance and securities laws and regulations of the Securities and Exchange Commission; and that its accounting procedures will account for the pricing of purchases and redemptions as actually effected with the individual investment providers.

(h) NRS and the Board are aware that the investment options available to Plan Participants may employ one of two different methods for assigning share equivalency values to participant purchases and to deferrals transferred into or out of a particular investment option. NRS, for administrative efficiency, must determine total daily purchases and redemptions and then submit the information to the applicable individual investment providers. These two methods are generally referred to as prior day pricing and forward day pricing. Purchases and transfers may be made according to participant direction or according to Board's direction. Additionally, purchases and liquidations may be made by the Board pursuant to a decision to open or close a mutual fund option. However, because the valuation methods between two investment options may not be the same, purchases ordered on a particular day and transfers

between investment options may not have the same price as when the transfer request is received. This disparity may result in gains or losses when a share equivalency value is assigned. Both NRS and the Board agree that any gains or losses experienced from any purchase, redemption or liquidation of investment options or the transfer of funds from one investment option to another associated with any of the plans done pursuant to the direction of the Board or a participant shall belong to the applicable Plan. Should the Board and NRS mutually agree to offer Share Accounting the Plans, both Parties agree that prior day pricing will be the only method of accounting permitted under this arrangement.

(i) The termination rights possessed by the Board under this section are in addition to, and not in limitation of, any other rights of terminations possessed by the Board under other provisions of this Agreement, or by State law.

**7. Participant Statements.**

(a) NRS shall prepare and mail to Participants a quarterly statement showing all account activity, and beginning and ending balances for the period then ending, all in a format to be agreed upon between the Board and NRS. The statement format shall contain at least the data and information contained in the current Participant statement, including, but not limited to, an explicit separate line item for mutual fund fee reductions. NRS also agrees that it will implement a revised statement format of the type described in Ex. F for the first quarter of 2003.

(b) NRS may not send to any Participant a statement that it believes may be in error and shall hold such statement until the error is resolved. NRS shall send to the Board a per/Participant list of all statements so held. All other Participant statements shall be mailed within 15 days of the close of the quarter unless the Board has granted NRS a reasonable extension of time for good cause outside of NRS' control. Failure to meet a 95% timely mailing rate for any two statement periods out of the most recent four statement periods shall entitle the Board to terminate this Agreement at the December 31 next following, without any liability for such termination. Excepted from the 15 day requirement, however, are: (a) any statement including a participant investment in a §403(b) fixed annuity contract; (b) any statement (or

group of statements) held at the Board's request to await simultaneous mailing of other material, such as investment performance reports; (c) any statement which is to be simultaneously mailed with an investment performance report, which shall then be mailed within twenty-five (25) days of the close of the quarter, contingent upon receipt by NRS of the final proof of the investment performance report no later than the fifteenth day after the end of the quarter, and assuming no other exception requires a longer period; (d) any statement which is to be simultaneously mailed with other material at the Board's request, if such other material was received five (5) or fewer business days before the end of the quarter, or if such other material was not filed and approved by the NASD should such a review be deemed necessary by NRS.

**8. Records.**

(a) NRS agrees to deliver to the Board, at its request, , a duplicate copy of records of all Plan transactions during the year. This delivery shall consist of duplicates of the quarterly statements mailed to all Participants for that year, and shall be delivered in the form specified by the Board. NRS also agrees to maintain Plan transaction records converted to a reduced storage medium (such as microfilm, micro-fiche, computer tape, compact disc, or similar permanent storage medium), in fireproof, flood proof vaults similar to that used for storage of bank depositors records, and to maintain during the term of this Agreement a data and record security system at least equal in scope and security to that described in its proposal.

(b) NRS agrees to maintain (and to deliver to the Board pursuant to Sec. 23 hereof, dealing with termination of the Agreement) all records of Plan transactions and Participant elections necessary to fully administer the Plans upon termination of the Agreement. NRS warrants that existing records for past Plan activity are in good working order, and actually exist; that any subsequently discovered deficiency in same shall be corrected by NRS within 6 months of notice to it; and that NRS will be liable for any loss or ordinary and reasonable expenses incurred by the Board because of a subsequently discovered record keeping deficiency.

9. **Fund Management.**

(a) The parties agree that the Plans shall be administered through operation of one or more custodial accounts into which all contributions shall be directed and out of which all disbursements shall be made, whether for investment, remission to the Board for such charges as it may impose, compensation of NRS for services performed as administrator, or withdrawal of funds from the Plans by a Participant, whether for payment directly to him or her or for purchase of one or more annuities. The State of Maryland shall determine the bank or banks that will provide the custodial accounts, which accounts shall be owned by the Plans for which the transactions are conducted and, in the case of the §457 Plan, the §401(k) plan, and the §401(a) plan held in trust for the exclusive benefit of the Plan Participants and their beneficiaries. While the Board by reason of this Agreement contemplates that NRS shall have certain powers to direct the transactions of these accounts, as agent for the Board, any of said powers may be terminated by the Board at any time, for any reason, in its sole and unrestricted discretion; provided, however, that if NRS' authority to direct transactions of said account is terminated, and no substitute bank or method of accomplishing Plan transactions is devised by the Board, NRS shall not be deemed in breach of this Agreement by reason of a failure to continue processing Plan transactions that is caused by such a termination. The Board shall be liable in the event of cessation of authorization for any monies advanced by NRS into the account.

(b) NRS' powers of direction of funds from said custodial account shall be solely that of agent for the Board and shall be limited to: (i) the direction of funds to investment media maintained under the Plan; (ii) payments to Plan Participants or their beneficiaries as authorized under the Plans (except for payments under an annuity); (iii) payment to itself on a monthly basis of such compensation due it under Sec. 10, 11 and 12 of this Agreement. Payments under (b)(iii) hereof may be stopped in the sole discretion of the Board if NRS' rights to payment is disputed. Such a cessation of payment of compensation shall not serve to eliminate NRS' continuing obligation to perform hereunder; and NRS and the Board agree that they are subject to the provisions of Maryland procurement law concerning resolution of

Agreement disputes. Pending resolution of a dispute NRS shall proceed diligently with its required performance under this Agreement in accordance with the decision of the Procurement Officer as may be appointed by the Board from time to time; provided however, that payments withheld from NRS under this provision shall be only as recompense for an itemized list of recoverable damages or expense presented to NRS by the Procurement Officer. Once such amounts withheld, or to be withheld, exceed, in the aggregate, an amount equal to one year's estimated compensation, and NRS has received no compensation by reason of said stop payment for a four month period, NRS duty to perform its obligations on a continuing basis shall be suspended.

(c) Any net earnings (after custodial account expenses) of the custodial account shall be the sole property of the Plans for which the particular account is used.

**10. Compensation.**

Compensation to NRS shall be at the rate set forth in its price proposal, and calculated in the manner therein described on the asset base for such charges as specified in Ex. B, the Request For Proposals. NRS acknowledges that this compensation is separate and apart from the basis point charge that accrues under the terms of the Nationwide Fixed Annuity Contract that is an asset of the §457 Plan. NRS agrees that it will fully administer all Participant activity pertaining to the Nationwide Fixed Annuity Contract, and all accounting activity with respect to the calculation and remittance of Board fees imposed upon the Nationwide Fixed Annuity Contract.

**11. Life Insurance Commissions.**

NRS shall be entitled to receive such life insurance commissions as are presently payable to it through former sales of life insurance under the §457 Plan. NRS shall furnish to the Board, on an annual basis (if requested) a statement of the amount of life insurance commissions paid to it hereunder.

**12. Method of Payment to NRS of Compensation Under Sec.10.**

All payments to NRS for the charges imposed under Sec. 10 shall be made by:

(a) NRS determining the accumulated dollar amount of monthly charges to which it is entitled because of the charges due to it under Sec. 10 hereof;

(b) the redemption by NRS of sufficient mutual fund shares, and/or withdrawals from insurance contracts (other than life insurance contracts), and/or reduction of investment purchases, to fund said sum;

(c) the direction of said resulting funds into the custodial account;

(d) the presentation to the Board of an invoice reflecting the transactions and showing the calculation method used to arrive at same.

(e) withdrawal of the invoiced amount by NRS from the custodial account five business days later if prior to that time no written objection has been made by the Board and delivered to NRS.

13. **Board charges.**

(a) It is expressly agreed that under the administration format contemplated by this Agreement certain charges are to be imposed by the Board on assets administered by and accounted for by NRS to pay for its own administration expenses for the Plans. NRS agrees to collect said charges, and remit the proceeds thereof into the custodial account for withdrawal by the Board. Said charges shall be the property of the Plan to which they relate whether before or after collection by NRS and remittance to the Board. The types of charges that may be imposed are:

(i) percentage charges against assets, identical in format and calculation method to the remuneration received by NRS under sec. 10 hereof.

(ii) monthly Participant charges on a per capita basis;

(iii) transaction charges based upon transfer of account values among the investment options of the Plan.

(b) At the commencement of this Agreement the only charge to be imposed is that specified in (a)(i) above, and the Board shall give three months notice to NRS if any different type of permitted charge as specified in this Sec. 13 is to be imposed and then accounted for and

collected by NRS. The Board shall give notice to NRS prior to November 30th of any year of the amount of such percentage charge to be imposed; and such charge may only be changed once a year in the manner specified in this Sec. 13. If the Board fails to give notice as specified herein of the change, the Board shall be responsible for any charges associated with a special mailing notifying Participants of the revised Board charges.

14. **Calculation of Board charges.**

The charges to be imposed under Sec. 13 hereof shall be collected by NRS and remitted to the custodial account for subsequent withdrawal by the Board to its own account in an identical manner to the NRS charge under Sec. 10 hereof. The failure of NRS to actually receive (by withdrawal from the custodial account) compensation due to it shall not affect its obligation to collect and remit the Board charges as aforesaid.

15. **Administration Manual.**

NRS agrees to maintain and keep current for Board and auditor inspection a full and complete administration manual containing:

(a) all forms currently used by Participants or the Board in connection with the operations of the Plans.

(b) narrative descriptions of how transaction under the Plans are processed by NRS and accounted for:

(c) a narrative description of how each item on the Plan financial statement is determined.

(d) a narrative description of each account in the general ledger that NRS will maintain under the provisions of Sec. 16 hereof.

16. **General Ledger.**

NRS agrees to maintain a general ledger for Plan transactions. NRS warrants that the general ledger currently maintained for the Plan properly reflects Plan financial transactions and, with supporting documentation, is sufficient to verify that any Participant's account is properly reflected on NRS' books and records, and that NRS is liable for any loss or expense

occasioned by any deficiency in NRS' general ledger, whenever occurring. NRS agrees that the general ledger as maintained by it contains within it all accounts used to perform a full reconciliation between the values reported on Participant statements, and the values of each Plan as a whole.

17. **NRS Personnel.**

NRS agrees to provide sufficient personnel within the State of Maryland to perform the required marketing and enrollment services hereunder and to furnish to the Board twice a year a schedule listing the names of individuals employed within Maryland. NRS agrees that no personnel shall be compensated on a basis that varies their remuneration according to the investment option selected by a Participant, and that no employee may receive compensation directly or indirectly from any investment provider under the Plan for any Participant election or investment within the Plan, excepting therefrom such life insurance commissions as may be received for prior sales. NRS reaffirms its representations made during the proposal process that: (1) it currently provides seventeen (17) representatives in its Baltimore office; and (2) each of those seventeen (17) representatives spend at least some time on the Maryland Plans, and that fifteen (15) of these seventeen (17) representatives spend the great majority of their time on the Maryland Plans. The parties acknowledge that slight or temporary reductions in this staffing can occur, but at the same time an increase may be necessary (and is NRS' obligation under this Agreement) to account for events outside the scope of current administration, such as substantial increases in participation due to changes in tax law, or plan design. NRS reaffirms its commitment in the RFP that two (2) of the seventeen (17) full-time personnel provided through the course of this Agreement, shall be residents in its Maryland office, whose principle duties will be retirement/distribution counseling to participants. NRS also affirms its representation in the RFP that on or before January 1, 2003, 100% of its marketing and enrollment agents will be certified by one or more retirement training entities such as CEBS or InFRE.

From time to time NRS may subcontract (see Exhibit G to this Agreement) with registered broker/dealers who are members of the National Association of Securities Dealers

(NASD) in order to satisfy certain other goals such as the Minority Business Enterprise participation goal as contemplated elsewhere in this Agreement. Representatives provided through such subcontracted arrangements will also be required to be licensed as registered representatives of the subcontractor broker/dealer and hold any required state or federal securities licenses and/or registration required by law for the marketing of Plan options that are registered as securities. The subcontractor will be required to abide by all NASD broker/dealer rules and regulations in all of its dealings with the Board, with the Plan, and with the Plan Participants, including, but not limited to, the filing and approval of all materials which the NASD would consider to be sales literature and advertising prior to the dissemination of any such materials through the subcontractor broker/dealer or through the subcontractor broker/dealer's registered representatives. NRS will have oversight and managerial responsibility for the activities of these subcontractors, the sales, and marketing and education efforts, and SEC and NASD compliance requirements with respect thereto.

**18. Responsibilities of the Board.**

The Board agrees to the following provisions:

(a) The Board shall assist NRS in arranging group meetings and presentation sessions so that NRS can fulfill its duty to communicate the Plans' availability, provisions and options to all eligible employees of the State, in order to encourage the greatest possible participation. The Board shall promote the growth of the Plans through direct communication with eligible employees, in a manner deemed appropriate by the Board.

(b) The Board shall arrange through the various payroll offices within the State for reductions from the salaries and wages of all participating employees. All amounts so deferred shall be remitted by the appropriate payroll center (or the Treasurer's office) to such custodian bank as the Board may designate.

(c) The Board shall authorize NRS, and give notice to any custodian bank of such authorization, to act as its agent in directing the custodian bank to transmit all Plan deferrals to

the appropriate investment providers, as designated by Participants, all subject to the limitations of Sec. 8 hereof, dealing with custodial account operation.

(d) The Board shall enter into contracts with the companies offering any insurance or investment products approved by the Board for funding the Plan. NRS will assist the State in negotiating such contracts on the most favorable cost and return basis to Participants. Investment provider contracts, the terms of which shall be strictly enforced by the Board, shall also require such provider to furnish to NRS a suitable number of prospectuses to be given to potentially interested Plan Participants, if delivery of a prospectus would be required for the purchase of such investment directly by a Participant. The Board agrees that investment providers will be required by the Board to furnish on a timely and accurate basis all information necessary for NRS proper accounting and administration of the Plans.

(e) The Board agrees that all investment options made available to Participants under the Plans will be exclusively marketed and administered by NRS during the term of this Agreement, subject to all of the provisions of this Agreement, including those relating to compensation.

(f) The Board shall be responsible for all material Plan policy decisions, once NRS has presented such matter to the Board for decision in suitable form. NRS shall be responsible for operational decisions, such as determining whether a particular Participant is entitled to withdraw from a Plan by reason of financial hardship, determining the precise date and methods of distributing the benefits to participants, determining whether a person is eligible for participation in the Plan, all according to standards set by the Board.

(g) The Board shall, within thirty (30) days of receipt, review and approve or disapprove all descriptive literature, advertising material, and visual aids proposed by NRS for communicating in presenting the Plan and its options to eligible employees. Unless the Board, through staff, explicitly disapproves material within thirty (30) days, approval shall be deemed given. NRS is required to submit any such material to the Board prior to its use.

(h) The Board shall make available to NRS those records and information in its possession or control that NRS believes is essential to the proper administration of the Plans.

19. **Books and Records.**

(a) **Inspection by State:** All books, records, ledgers, and journals of NRS relating to the operation of the Plans shall be open upon reasonable advance notice for inspection by the Board, or its designated agents, attorneys, and accountants at any time during normal working hours at the location in which such material is maintained by NRS. In addition, the Board and its designated agents, attorneys, and accountants may examine those books, records, ledgers, and journals of NRS or Nationwide which relate to: (i) the operation of the Plans; (ii) the compensation and expenses derived by NRS or its employees or agents from services performed under this Agreement; (iii) the ability of NRS to carry out the duties and responsibilities undertaken through this Agreement; (iv) any transaction between NRS and Nationwide or any company affiliated with Nationwide that relates to the administration of this Plan; and (v) any record of NRS or Nationwide relating to purchases or contracts made to achieve the Minority Business Enterprise participation goal of the RFP and exhibits to this Agreement.

(b) **Ownership and Access:** All material, records, documents, and accounting records relating to deferred or invested amounts of the Plans maintained by NRS shall at all times remain the property of the Board notwithstanding the fact that the records may be stored upon or within one or more computers or data retention systems owned, operated, or leased by NRS. The Board shall, during normal business hours and upon reasonable notice, have access to those records. The NRS data processing system and related software shall, at all times, remain the exclusive property of NRS or its corporate parent, subject to the obligation of NRS to convert any data maintained on such system to usable hard copy or electronic format if necessary for the Board to administer the Plan upon termination of NRS services.

20. **Additional Covenants and Representations of Administrator.**

(a) All information obtained by NRS from the Board or from any employee of the State, whether such employee becomes a Participant or not, shall be kept in absolute confidence

and shall not be utilized by NRS or any of its personnel in connection with any other matters of any type, nor shall such information be disclosed to any other person or company, unless the prior written consent of the Board has been obtained, or unless such disclosure is required by some legal or regulatory authority. NRS warrants that the data and information obtained under this Agreement shall not be used as a device to market financial or insurance products to State employees, either during or after the term of this Agreement. NRS agrees to provide, upon request, sufficient information about its integrated data storage and financial product sales to assure compliance with this provision.

(b) Neither NRS nor any officer, shareholder, director, employee, or affiliate is subject to any present or threatened litigation or administrative proceeding before any court or administrative body which would have a materially adverse affect on NRS. NRS agrees to give notice to the Board of the commencement of any such proceedings.

(c) NRS expressly agrees that during the existence of this Agreement, neither it, nor Nationwide, nor any parent, subsidiary or affiliated company of either, shall acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. Both NRS and Nationwide agree that neither of them, nor any parent, subsidiary or affiliated company, shall receive any remuneration from any investment provider by reason of the selection, or continued maintenance of such investment provider by the Board, or selection by a Participant, or that is in any way related to the performance of services by NRS under this Agreement; excepting however, any sums due to NRS by reason of Participant elections made prior to January 2, 1987, or by reason of the continued maintenance of the existing life insurance option. NRS agrees that the acquisition of more than 50% of the stock in its controlling parent company, NRS or Nationwide Life Insurance Co., by any company offering an investment option under the Plans, or the acquisition by either of them of more than 50% of the stock in one of the investment providers under the Plans, without the prior consent of the Board, shall give the Board the right to terminate this Agreement as soon as reasonably practicable thereafter, but not later than the December 31 next succeeding, without any liability

on the Board for expenses or damages to NRS or any other party for early termination of this Agreement. Acquisition shall include not only direct acquisitions of stock by or of the relevant companies involved, but also acquisition of any corporation owning or controlling more than 50% of the stock of NRS; or similar indirect acquisition of an investment provider by NRS, or a company that owns or controls the stock of NRS.

**21. Term of Agreement - Effective Date.**

This Agreement shall be for five years, effective January 1, 2003, and concluding on December 31, 2007. As expressed in the Request For Proposals sec. 2.22, the Board, by option exercised on or before October 1, 2007 may extend the term of this Agreement for an additional one year period.

**22. Transition Responsibility.**

In the event that the Board gives notice to NRS that the Agreement shall terminate, NRS shall, immediately upon receipt of such notice, commence performance of its transition responsibilities hereunder. The Board shall not be required to give notice of termination at the conclusion of the term specified in section 21. Whenever termination occurs, NRS' responsibilities shall include the delivery to the Board of all Plan and Participant records in good working order suitable for use by such new administrators as may be selected by the Board. Such delivery is to take place no later than three (3) months after the delivery of termination notice. Termination of the Agreement shall not eliminate NRS' responsibility to account for Plan transactions up to the date of termination, and NRS shall be required to furnish, subsequent to termination:

(a) a year-end Plan financial statement and Participant statement as otherwise required;

(b) identical statements covering any partial year ending with the termination.

Irrespective of when and how termination occurs the Board shall have the right to collect damages from NRS for any failure to perform its obligations hereunder, whether said damages

are obtained from: (i) withholding of compensation due to NRS; (ii) suit at law for such damages; (iii) suit on such bond as is maintained by NRS.

**23. Termination of Deferrals.**

The parties agree that cessation of all deferrals into one or more of the Plans may occur, by reason of a change in the law governing said Plan, or by unilateral decision on the part of the Board, and that any such cessation of deferrals shall not be viewed as a breach of the Board's obligations hereunder, or cause NRS to cease performing its responsibilities hereunder.

\_\_\_\_\_ DATE: 11/20/02 \_\_\_\_\_ DATE:

BY: ARTHUR N. CAPLE, JR.  
FOR: Board of Trustees of the  
Maryland Teachers and  
State Employees Supplemental  
Retirement Plans pursuant to  
Resolution approved at a  
meeting held \_\_\_\_\_.

BY: DUANE C. MEEK  
FOR: Nationwide Retirement Solutions

\_\_\_\_\_ DATE:

BY:  
FOR:

Approved as to Form and  
Sufficiency this   1  st  
Day of Nov, 2002.

\_\_\_\_\_  
JOHN K. BARRY

## STANDARD CONTRACT TERMS

### CONSIDERATION, PAYMENT AND PERFORMANCE

Payments to the Contractor shall be made no later than thirty days after receipt of an invoice 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.

In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards.

The Board of Trustees and its designees shall constitute the final acceptance authority for work performed.

### NON-HIRING OF EMPLOYEES

No employee of the State of Maryland, or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall, while so employed, become or be an employee of the Contractor.

### DISPUTES

The Contract shall be subject to the provisions of the State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland 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.

Unless a lesser period is provided by applicable statute, regulation, or this Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

### MARYLAND LAW

The place of performance of this Contract shall be the State of Maryland. This Contract shall be construed, interpreted and enforced according to the laws of the State of Maryland.

### AMENDMENTS

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.

### NON-DISCRIMINATION 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 physical or mental handicap unrelated in nature and extent so as reasonably to

preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; 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.

### **CONTINGENT FEE PROHIBITION**

The Contractor warrants that it 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 contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this Contract without liability or, in its discretion, to deduct from the consideration otherwise payable to the Contractor the full amount of such fee or other consideration.

### **TERMINATION FOR CAUSE**

If the Contractor fails to fulfill its obligations 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 the 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 may seek to affirmatively collect damages. Termination hereunder, including rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

### **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; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

### **DELAYS AND EXTENSIONS OF TIME**

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

## **SUSPENSION OF WORK**

The State 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.

## **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.

## **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 thirty 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.

## **POLITICAL CONTRIBUTION DISCLOSURE**

The Contractor shall comply with the provisions of Chapter 638 of the Laws of 1997 (Reporting of Contributions, H.B. 6) which requires a statement be filed by a business with the State Administrative Board of Election laws which discloses political contributions of \$500 or more made to a candidate for elective office during the reporting period. This is required when the business receives from the State or its political subdivisions an aggregate of \$100,000 or more in a calendar year. The statement must be filed before execution of a lease or contract by the State or its subdivisions and the statement covers the preceding two calendar years. If the contribution is made subsequent to the execution of a lease or contract, the statement must be filed twice a year during the contract term.

## **RETENTION OF RECORDS**

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 the Procurement Officer's designee, at all reasonable times.

## **COMPLIANCE WITH LAWS**

The Contractor hereby represents and warrants that: (a) It is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time, may be necessary to remain so qualified; (b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; (c) It shall comply with all Federal, State and Local laws applicable to its activities and obligations under this Contract; and, (d) It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

## **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 in the manner and time specified by the Procurement Officer.

## **SUBCONTRACTING AND 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 assign this Contract, or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall be subject to any terms and conditions that the Board deems necessary to protect the interest of the State. The Board shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

## **INDEMNIFICATION**

The State acknowledges that the Contractor has not indemnified the State against any liability for any suits, actions, or claims of any character arising from or relating to the acts or omissions of the State with respect to the Contract.

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

The Contractor and its subcontractors have no obligation for the payment of any judgments or settlement of any claims against the State as a result of or relating to the acts or omissions of the State with respect to the Contract.

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

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

#### **COST AND PRICE CERTIFICATION**

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its proposal. 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 of its bid or offer, was inaccurate, incomplete, or not current.

**ATTACHMENT B - BID/PROPOSAL AFFIDAVIT**

(Authorized Representative and Affiant)

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. 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 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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\_\_\_\_\_  
\_\_\_\_\_.

**C. 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, 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, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

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

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

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

(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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#### D. 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, 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):

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#### E. 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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#### F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

#### G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

#### H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

#### I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

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.

#### J. DRUG AND ALCOHOL FREE WORKPLACE

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

#### I CERTIFY THAT:

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

- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
  - (i) Take appropriate personnel action against an employee, up to and including termination; or
  - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
  - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

(1) The business named above is a (domestic \_\_\_ ) (foreign \_\_\_ ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE):

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. Repealed.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and 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: \_\_\_\_\_  
(Authorized Representative and Affiant)

**ATTACHMENT C - CONTRACT AFFIDAVIT**

COMAR 21.07.01.25

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

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

Name: \_\_\_\_\_

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

\_\_\_\_\_

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with 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.

**C. CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purposed 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: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Authorized Representative and Affidavit)

## ATTACHMENT D - MINORITY BUSINESS ENTERPRISE PARTICIPATION

State of Maryland  
BOARD OF TRUSTEES  
MARYLAND TEACHERS & STATE EMPLOYEES  
SUPPLEMENTAL RETIREMENT PLANS

### PURPOSE

**COMAR 21.11.03** Provide maximum contracting opportunities be extended to certified minority business enterprises, and establishes.

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

To meet the goal using MBE subcontractors, all Prime Contractors must:

- Identify work areas for subcontracting
- Solicit minority business enterprises through written notice or personal contact
- Help minority businesses meet bonding requirements or grant them a waiver of bonding requirements
- Identify their MBE subcontractors at the time they submit their bids or proposals

### MBE GOALS AND SUB GOALS

An overall MBE subcontract participation goal of 25 percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- A sub-goal of 10 percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- A sub-goal of 7 percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or Offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors. (COMAR 21.11.03.09B(2))
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

## SOLICITATION AND CONTRACT FORMATION

- ◆ A bidder or Offeror must include with its bid or offer:
  - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
  - (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or Offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.
    - a. **COMAR 21.11.03.09C(5) The failure of a bidder to complete and submit the MBE utilization affidavit and the MBE participation schedule shall result in a determination that the bid is not responsive.**
    - b. **COMAR 21.11.03.09C(6) The failure of an Offeror to complete and submit the MBE utilization affidavit and the MBE participation schedule shall result in a determination that the proposal is not susceptible of being selected for award.**
- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
  - (1) Outreach Efforts Compliance Statement (Attachment D-3)
  - (2) Subcontractor Project Participation Statement (Attachment D-4)
  - (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any sub-goal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
  - (4) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

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

## MBE REPORTING INSTRUCTIONS

### **Prime Contractor shall:**

1. Submit by the 15<sup>th</sup> of each month to MSRP a separate report for each (Attachment D-5) Subcontractor. The report shall lists:
  - a) all payments made to the MBE subcontractor during the previous 30 days
  - b) **any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.**
2. Include in its written agreements with the MBE subcontractors as listed on the MBE Participation Schedule a requirement that those subcontractors submit monthly to MSRP a report (**Attachment D-6**) that identifies the prime contract. The D-6 report shall lists:
  - a) all payments received from the Prime Contractor during the previous 30 days
  - b) any outstanding invoices to include number and date, and the invoice amount
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. **Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.**
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. **Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.**
5. At the option of MSRP, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

## **Attachments**

- D-1     Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- D-2     MBE Participation Schedule (must be submitted with bid or offer)
- D-3     Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

- D-4 Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-5 Prime Contractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the Prime Contractor)
- D-6 Subcontractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the MBE subcontractor)

**Attachment D-1**  
Certified MBE Utilization and Fair Solicitation  
**Affidavit**

**This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award. (COMARS 21.11.03.09C(5) and 21.11.03.09C(6) )**

In conjunction with the bid or offer submitted in response to Solicitation No. F10R7200018, I affirm the following:

- I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal is 25% of the total contract dollar amount.

I have made a good faith effort to achieve this goal.

OR

- After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it.
  1. Instead, I intend to achieve an MBE goal of \_\_\_\_\_% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposals), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.
  2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment D-2) with the bid or proposal.
  3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
  4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

- (a) Outreach Efforts Compliance Statement (Attachment D-3)
- (b) Subcontractor Project Participation Statement (Attachment D-4)
- (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
- (d) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

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

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

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

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

**Attachment D-2**  
**MBE Participation Schedule**  
*(for submission with bid or proposal)*

**This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.**

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

**SUMMARY**

**TOTAL MBE PARTICIPATION:** \_\_\_\_\_ %  
**TOTAL WOMAN-OWNED MBE PARTICIPATION:** \_\_\_\_\_ %  
**TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:** \_\_\_\_\_ %

Document Prepared By: (please print or type)

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

**ATTACHMENT D-2**  
 MBE Participation Schedule (continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	

**Attachment D-3**  
**Outreach Efforts Compliance**  
**Statement**

In conjunction with the bid or offer submitted in response to Solicitation No. G50R8200002, I state the following:

1. Bidder/ Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:
  
  
  
  
  
  
  
  
  
  
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
  
  
  
  
  
  
  
  
  
3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:
  
  
  
  
  
  
  
  
  
  
4.  Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)
  
  
  
  
  
  
  
  
  
  
- This project does not involve bonding requirements.
  
  
  
  
  
  
  
  
  
  
5.  Bidder/Offeror did/did not attend the pre-bid/proposal conference  
 No pre-bid/proposal conference was held.

\_\_\_\_\_  
Bidder/Offeror Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT D-4  
Subcontractor Project Participation  
Statement**

**Submit one form for each MBE  
listed on the MBE Participation Schedule**

Provided that \_\_\_\_\_ is awarded the State contract in conjunction with  
(Prime Contractor Name)  
Solicitation No. G50R8200002, it and \_\_\_\_\_,  
(Subcontractor Name)

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which subcontractor shall:

(describe work) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

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

Prime Contractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT D-5**

**This form is to be completed monthly by the prime contractor.**

**Maryland Supplemental Retirement Plans  
Minority Business Enterprise Participation  
Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 15<sup>th</sup> of the month following the month the services were provided.</b>	Contract #:  Contract Amount: MBE Subcontract Amt: Project Begin Date: Project End Date: Services Provided:
---	---

Prime Contractor:		Contact Person:																															
Address:																																	
City:		State:	ZIP:																														
Phone:	FAX:																																
Subcontractor Name:		Contact Person:																															
Phone:	FAX:																																
Subcontractor Services Provided:																																	
<b>List all payments made to MBE subcontractor named above during this reporting period:</b>  <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:40%; text-align: center;"><u>Invoice#</u></th> <th style="width:15%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2"><b>Total Dollars Paid: \$</b></td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			<b>Total Dollars Paid: \$</b>		_____	<b>List dates and amounts of any outstanding invoices:</b>  <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:40%; text-align: center;"><u>Invoice #</u></th> <th style="width:15%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2"><b>Total Dollars Unpaid: \$</b></td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			<b>Total Dollars Unpaid: \$</b>		_____
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	<u>Invoice #</u>	<u>Amount</u>																															
1.																																	
2.																																	
3.																																	
<b>Total Dollars Unpaid: \$</b>		_____																															

\*\*If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

**\*\*Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):**

MBE Officer  
MSRP, 6 Saint Paul Street, Suite 200, Baltimore, Maryland 21202

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

**ATTACHMENT D-6**  
**Minority Business Enterprise Participation**  
**Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 15<sup>th</sup> of the month following the month the services were performed.</b>	Contract # _____  MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	---

MBE Subcontractor Name: _____																					
MDOT Certification #: _____																					
Contact Person: _____																					
Address: _____																					
City: _____	State: Maryland	ZIP: _____																			
Phone: _____	FAX: _____																				
<b>Subcontractor Services Provided:</b>																					
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>  <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%;"></th> <th style="width:50%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1. <u>Invoice Amt</u></td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr> <td><b>Total Dollars Paid: \$</b> _____</td> <td></td> </tr> </tbody> </table>		<u>Date</u>	1. <u>Invoice Amt</u>		2.		3.		<b>Total Dollars Paid: \$</b> _____		<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%;"></th> <th style="width:50%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1. <u>Invoice Amt</u></td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr> <td><b>Total Dollars Unpaid: \$</b> _____</td> <td></td> </tr> </tbody> </table>		<u>Date</u>	1. <u>Invoice Amt</u>		2.		3.		<b>Total Dollars Unpaid: \$</b> _____	
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	<u>Date</u>																				
1. <u>Invoice Amt</u>																					
2.																					
3.																					
<b>Total Dollars Unpaid: \$</b> _____																					
Prime Contractor: _____ Contact Person _____																					

**\*\*Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):**

MBE Officer MSRP, 6 Saint Paul Street, Suite 200, Baltimore, Maryland 21202
--

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

**ATTACHMENT E - PRE-PROPOSAL CONFERENCE RESPONSE FORM**

**Project No.** G50R8200002

**Project Title:** Administrative, Accounting and Participant Services for Employee Supplemental Retirement Plans

**A Pre-proposal Conference will be held on August 08, 2007 at 10:00 local time at:**

MSRP Board of Trustees Office  
William Donald Schaefer Tower  
6 Saint Paul Street, Suite 200  
Baltimore, Maryland 21202

**Directions to the Pre-proposal meeting site:**

From the North or South: Follow I-95 to exit 53 (I-395 North). I-395 North will become Howard Street. Follow Howard Street to Baltimore Street. Turn right onto Baltimore Street. Follow to St. Paul Street (where St. Paul Street becomes Light Street). The William Donald Schaefer Tower at 6 St. Paul Street is on the left.

From BWI Airport, Downtown Washington, D.C.: Follow I-295 North to Baltimore. Once inside the city limits, I-295 will become Russell St. When Russell Street crosses Pratt Street it becomes Paca Street. Turn right onto Baltimore Street. Follow to St. Paul Street (where St. Paul Street becomes Light Street). The William Donald Schaefer Tower at 6 St. Paul Street is on the left.

From I-83 (York, Harrisburg, South Central Pennsylvania): Follow I-83 South to the end and turn right on Fayette Street. Go to St. Paul Street and turn left. Go one block to Baltimore Street. The William Donald Schaefer Tower at 6 St. Paul Street is on the right.

**Please e-mail, Fax or return the following form by 1:00 PM on Thursday, August 02, 2007 advising whether or not you plan to attend this Conference.**

# PRE-PROPOSAL CONFERENCE RESPONSE FORM

**E-mail, Fax or return this form by 1:00 PM on Thursday, August 02, 2007  
advising whether or not you plan to attend this Conference.**

**Project No.** G50R8200002

**Project Title:** Administrative, Accounting and Participant Services for Employee Supplemental Retirement Plans

**For the Pre-proposal Conference on August 08, 2007 at 10:00 local time at:**

MSRP Board of Trustees Office  
William Donald Schaefer Tower  
6 Saint Paul Street, Suite 200  
Baltimore, Maryland 21202

**E-mail or fax this form to the Procurement Officer:**

Mr. Michael Halpin  
Office Phone: 410-767-8740  
Fax: 410-659-0349  
E-mail: mhalpin@msrp.state.md.us

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance:

1.

2.

3.

\_\_\_\_\_ No, we will not be in attendance.

\_\_\_\_\_  
Company/Firm/Vendor Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Name

## ATTACHMENT F - PRICE PROPOSAL INSTRUCTIONS AND FORM

### General Instructions:

Offerors must submit their price proposal on this Price Form. Do not alter the form or the price proposal will be rejected. An individual who is authorized to bind the Offeror to all proposed prices must sign and date the Price Form where requested.

Offerors are required to record the fully loaded asset fee proposed, in a single percentage figure to be calculated against assets of all four Plans, calculated and paid monthly between the 10<sup>th</sup> and 15<sup>th</sup> day of each month. Other than incidental loan fees as identified in the Technical proposal, no other charges, participant charges, per capita charges, transaction charges, deferral charges or surrender fees shall be included in the price proposal. Excluded as Plan assets for purposes of this calculation are: (a) assets within the Nationwide Group Fixed Annuity Contract; (b) life insurance policies; (c) assets of individual annuity contracts purchased for specific distribution of Plan benefits; and (d) Plan assets liquidated in processing an eligible participant loan. The offered price shall be a single price good for all 5 years of the contract and the optional one-year renewal period. The Financial Proposal evaluation will consider the single percentage fee applied against the example of five average annual asst amounts, added for a five-year total cost.

The Offeror will take the risk on actual asset values and changes in the price of market value decline, or changes in the tax law causing large-scale withdrawal of assets. The vendor shall also assume its proportionate share of the financial risk of the Board of Trustees' fee cap program, under present terms and conditions the fee cap or maximum combined fee (Board of Trustees and Vendor) for a participant in a Plan is \$2,000. This cap applies on a per/Plan, non-consolidated basis. The cap is not expected to change over the life of the contract. The approximate account value subject to the cap on a per participant basis under the current fee structure is \$714,285. As of the end of 2006, the Board of Trustees had less than 75 accounts over \$700,000.

Vendors should note that performance of agency functions for the Plan will not grant any vested rights in such amounts, which will require approval by the Board of Trustees before actual payment, and which will be withheld if necessary to satisfy any claims against the vendor for failure to perform. All Plan transactions occur through bank accounts titled in the name of the Plans.

and compute against the annual average asset example for the annual total, and then the five-year total for evaluation. The Price Form will be used to perform the Offeror's Financial Proposal ranking.

# PRICE PROPOSAL FORM

Single Asset Fee Percentage:

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Examples of Average Annual Plan Asset Amounts

Year 2008	Year 2009	Year 2010	Year 2011	Year 2012
\$2,463,800,000	\$2,587,000,000	\$2,716,400,000	\$2,994,800,000	\$3,144,500,000

Calculated Annual Plan Administrator Fee:  
(Proposed Asset Fee times Average Annual Plan Asset Examples)

Year 2008	Year 2009	Year 2010	Year 2011	Year 2012

Calculated Five Year Total Plan Administrator Fee:

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Authorized Signature

Printed Name and Title:

Company Name:

Phone Number and Fax Number:

Company Tax ID #

**ATTACHMENT G - PLAN FINANCIALS**

See separate PDF attached

**ATTACHMENT H - CONFLICT OF INTEREST AFFIDAVIT/DISCLOSURE**

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

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

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

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


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

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

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

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

(Authorized Representative and Affiant)



**ATTACHMENT I - SCHEDULE OF TYPICAL EMPLOYEE PRESENTATIONS**

See separate PDF attached

**ATTACHMENT J - PLAN ADMINISTRATOR REPORTS**

See separate PDF attached

## ATTACHMENT K - TRANSITION RESPONSIBILITY FOR EXISTING TPA

### Transition Responsibility.

In the event that the Board gives notice to NRS that the Agreement shall terminate, NRS shall, immediately upon receipt of such notice, commence performance of its transition responsibilities hereunder. The Board shall not be required to give notice of termination at the conclusion of the term specified in section 21. Whenever termination occurs, NRS' responsibilities shall include the delivery to the Board of all Plan and Participant records in good working order suitable for use by such new administrators as may be selected by the Board. Such delivery is to take place no later than three (3) months after the delivery of termination notice. Termination of the Agreement shall not eliminate NRS' responsibility to account for Plan transactions up to the date of termination, and NRS shall be required to furnish, subsequent to termination:

- (a) a year-end Plan financial statement and Participant statement as otherwise required;
- (b) identical statements covering any partial year ending with the termination.

Irrespective of when and how termination occurs the Board shall have the right to collect damages from NRS for any failure to perform its obligations hereunder, whether said damages are obtained from: (i) withholding of compensation due to NRS; (ii) suit at law for such damages; (iii) suit on such bond as is maintained by NRS.

**ATTACHMENT L - REPRESENTATIVE BOARD COMMUNICATIONS**

See separate PDF attached

**ATTACHMENT M - PROCUREMENT OFFICER'S CHECKLIST**

<b>RFP</b>	<b>Requirement</b>	<b>Y/N</b>	<b>Remarks</b>
4.2	Was Vol I sealed separately from Vol II but submitted simultaneously?		
4.2	Were there an unbound original and four copies of the Vol I-Technical Proposal?		
4.2	Was an electronic version submitted in MS Word format for Vol I enclosed in the original copy of the Tech Proposal?		
4.2	Was the electronic media labeled with the RFP title/number, Offeror name and Vol I?		
4.3	Were separate volumes labeled Vol I—Technical Proposal and Vol II—Financial Proposal, in sealed packages bearing RFP title & number, name/address of Offeror, and closing date/time on outside of the packages? Were tech proposal pages numbered consecutively?		
4.4.1	Was there a letter, which transmitted the technical proposal, acknowledged the receipt of addenda, and did an individual authorized to commit the Offeror to the services and requirements of the RFP sign the letter?		
4.4.2	Were proposals numbered to match numbering in RFP?		
4.4.2.1	Did the technical proposal begin with a title page bearing the name and address of the Offeror and the name and number of the RFP followed by a table of contents for the tech proposal? Was confidential info identified after title page?		
4.4.2.2	Is there a separate executive summary, which condenses and highlights the contents of the technical proposal?		
4.4.2.2	Does the executive summary identify any exceptions the Offeror has taken to the requirements of the RFP, the contract (Atch A) or any other attachments? And if not, does the Executive Summary so state?		
4.4.2.4	Does Exp & Capabilities info include a description of past experience in providing similar services, contract history, and references?		
4.4.2.5- .10.	Did the Offeror submit subcontractor info, a staffing plan, resumes, a personnel summary, econ benefit factors, Conflict of Interest affidavit, financial statements and the Review of Contracts affidavit?		
4.4.2.11	Did the Offeror provide a completed Bid/Proposal Affidavit (Atch B—with original of technical proposal only) and MBE Forms D-1 and D-2? Were all the blocks filled in and were the Affidavits signed?		