

Plan Data Summary

Exhibit A

Quarterly Financial Asset Summary Data as of September 30, 2005

from Administrator's unaudited financial reports

		457	403b	401k	401a Match	4 Plan Totals
Fixed/Stable/non-Equities						
MSRP	Investment Contract Pool	\$341,241,859		\$176,016,431	\$18,981,251	\$536,239,541
<i>Great West</i>	<i>Certificates</i>		\$5,362,121			\$5,362,121
<i>Nationwide</i>	<i>Fixed Annuities</i>	\$117,890,083				\$117,890,083
Vanguard	Prime Money Market Fund		\$4,404,016			\$4,404,016
PIMCO	Total Return Fund - IS	\$5,773,433	\$840,667	\$4,701,647	\$167,849	\$11,483,596
Federated	US Gov't Securities Fd: 2-5 Yrs	\$9,299,507	\$287,567	\$17,668,107	\$1,572,136	\$28,827,317
Variables						
Fidelity	Puritan	\$92,833,389	\$8,915,194	\$63,567,010	\$7,417,346	\$172,732,939
Scudder	Flag Investors Value Builder-IS	\$13,924,853	\$1,870,190	\$14,117,131	\$1,623,486	\$31,535,660
Fidelity	Growth & Income Portfolio	\$72,415,463	\$5,402,887	\$50,374,736	\$7,519,652	\$135,712,738
Legg Mason	Value Trust-IC	\$109,507,170	\$11,534,491	\$108,472,435	\$14,957,012	\$244,471,108
Vanguard	Institutional Index	\$73,655,443	\$5,841,712	\$89,289,855	\$13,446,567	\$182,233,577
American Funds	Washington Mutual Investors-A	\$103,397,143	\$8,427,848	\$65,182,954	\$7,443,538	\$184,451,483
American Funds	Growth Fund Of America-A	\$24,133,334	\$1,790,195	\$32,216,874	\$3,837,876	\$61,978,279
Dreyfus	Dreyfus Mid Cap Index Fund	\$47,508,664	\$5,678,613	\$39,240,829	\$4,954,599	\$97,382,705
Lord Abbett	Mid-Cap Value Fund-A	\$19,509,728	\$1,439,842	\$16,925,467	\$1,053,024	\$38,928,061
Delaware	Trend Fund-IC	\$10,440,093	\$935,797	\$13,276,402	\$1,456,612	\$26,108,904
T. Rowe Price	Small-Cap Stock Fund	\$27,647,393	\$1,726,543	\$33,687,759	\$3,594,174	\$66,655,869
<i>T. Rowe Price</i>	<i>Int'l Stck</i>		\$19,224			\$19,224
American Funds	EuroPacific Growth-A	\$33,651,773	\$3,524,282	\$33,428,934	\$3,022,829	\$73,627,818
Investment Sub-Totals		\$1,102,829,328	\$68,001,189	\$758,166,571	\$91,047,951	\$2,020,045,039
	Carrier suspense		(\$3,229)	(\$16,437)	\$209	(\$19,457)
Investment Sub-Totals		\$1,102,829,328	\$67,997,960	\$758,150,134	\$91,048,160	\$2,020,025,582
Nationwide Annuity Reserves		\$27,599,622				\$27,599,622
Metropolitan Annuity Reserves		\$6,274,721				\$6,274,721
Total Investments		\$1,136,703,671	\$67,997,960	\$758,150,134	\$91,048,160	\$2,053,899,925
<i>Commercial Life Ins Co - C.V.</i>		\$3,750,736				\$3,750,736
Net receivables/cash		\$3,739,522	\$34,506	\$2,596,270	\$599,434	\$6,969,732
Loans receivable		\$6,203,287	\$167,864	\$7,022,388		\$13,393,539
TOTAL		\$1,150,397,216	\$68,200,330	\$767,768,792	\$91,647,594	\$2,078,013,932

Italics = closed to new investments

Abbreviations: IS=Institutional Shares; IC=Institutional Class; A=Class A Shares
per MSRP 11/4/2005

Plan Data Summary - All Plans Combined* Exhibit A

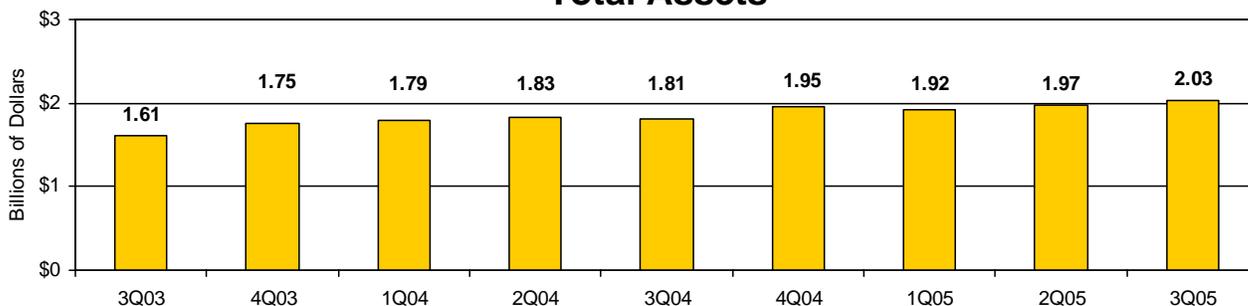
MSRP - All Plans Combined* 3rd Quarter 2005

Summary of 457, 403(b), 401(k), 401(a) and 401(k) Rollover Plan financial transactions and the resultant effect on Plan assets (unaudited).

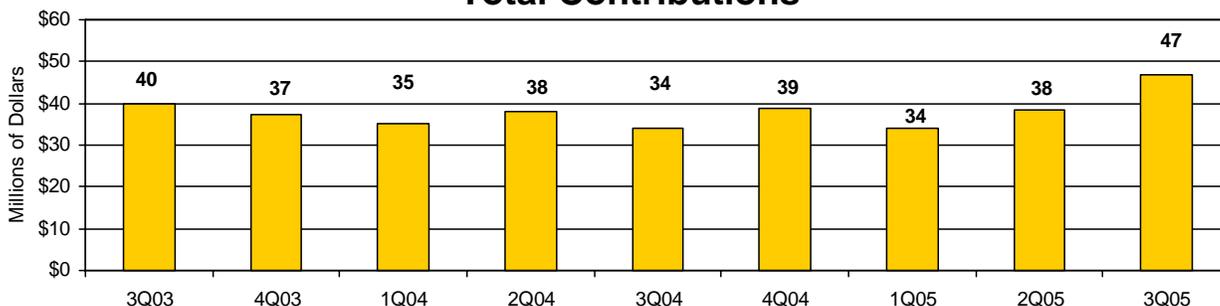
	2005	2004
Beginning Asset Balance - July 1	\$ 1,966,959,888	\$ 1,825,145,800
Contributions		
Deferrals	40,476,312	30,182,330
Rollovers/Transfers In	3,903,338	2,794,968
Other Contributions	2,507,297	1,221,596
Total	46,886,947	34,198,894
Withdrawals		
Rollovers/Transfers Out	(15,164,524)	(13,180,800)
Other Withdrawals	(18,002,474)	(16,028,423)
Total	(33,166,999)	(29,209,223)
Fees	(1,529,972)	(1,541,295)
Investment Performance	54,261,676	(15,887,716)
Ending Asset Balance - September 30	\$ 2,033,411,540	\$ 1,812,706,461
Net Change	3.38%	-0.68%
	\$ 66,451,653	\$ (12,439,340)
Investment Results**	2.74%	-0.87%

The above information does not include annuitized assets, or cash values held by UNUM (Commercial Life). These figures are furnished separately in quarterly financial reports.

Total Assets



Total Contributions



*The Ending Asset Balance includes Great West 403(b) assets in the amount of \$5,345,219.89.

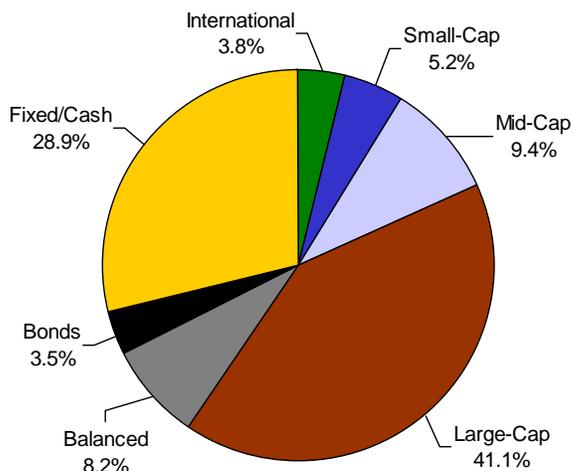
**Estimated by adding half of the quarterly contributions to the beginning asset balance, deducting half of the quarterly withdrawals, divided into the quarterly investment performance.

MSRP - Allocation of Contributions*

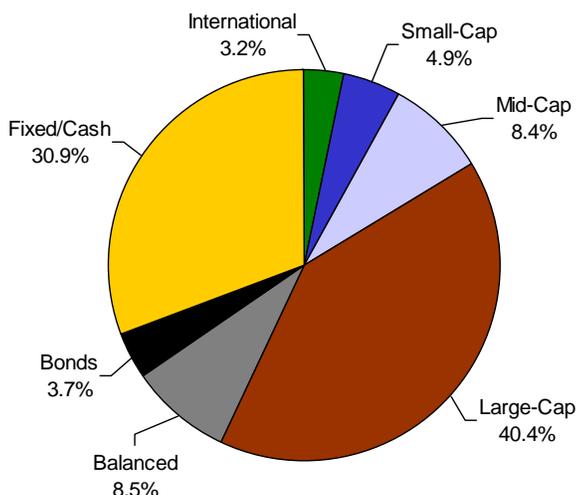
3rd Quarter 2005

	Contributions for 3rd Quarter 2005	Contributions for 3rd Quarter 2005 % of Total	Contributions for 3rd Quarter 2004 % of Total
International Stock			
EuroPacific Growth Fund	\$1,654,579	3.5%	2.5%
T. Rowe Price International Stock Fund	\$119,083	0.3%	0.8%
Small-Cap Stock			
T. Rowe Price Small Cap Stock Fund	\$2,424,861	5.2%	4.9%
Mid-Cap Stock			
AIM Dynamics Fund (Inv. Class)	\$296	0.0%	N/A
Delaware Trend Fund (Instl. Class)	\$686,488	1.5%	2.0%
INVESCO Dynamics Fund (Inv. Class)	\$0	0.0%	4.6%
Dreyfus Mid Cap Index Fund	\$2,071,829	4.4%	N/A
Lord Abnett Mid Cap Value Fund (Class A)	\$1,648,213	3.5%	1.8%
Large-Cap Stock			
Fidelity Growth & Income Fund	\$2,680,017	5.7%	5.9%
The Growth Fund of America	\$1,740,390	3.7%	3.5%
Legg Mason Value Trust Fund (Instl. Class)	\$6,370,964	13.6%	13.9%
Vanguard Institutional Index Portfolio Fund	\$4,940,931	10.5%	9.5%
Washington Mutual Investors Fund	\$3,547,827	7.6%	7.5%
Balanced			
Fidelity Puritan Fund	\$3,109,384	6.6%	6.8%
Flag Investors Value Builder Fund	\$721,546	1.5%	1.8%
Bonds			
Federated US Government Securities Fund	\$1,102,123	2.4%	3.1%
PIMCO Total Return Fund	\$515,938	1.1%	0.6%
Fixed Account/Cash			
Investment Contract Pool	\$13,464,471	28.7%	30.7%
Nationwide Fixed Account	\$0	0.0%	0.0%
Vanguard Money Market Fund	\$88,010	0.2%	0.3%
Total	\$46,886,947	100.0%	100.0%

3rd Quarter 2005
Contribution Allocation



3rd Quarter 2004
Contribution Allocation

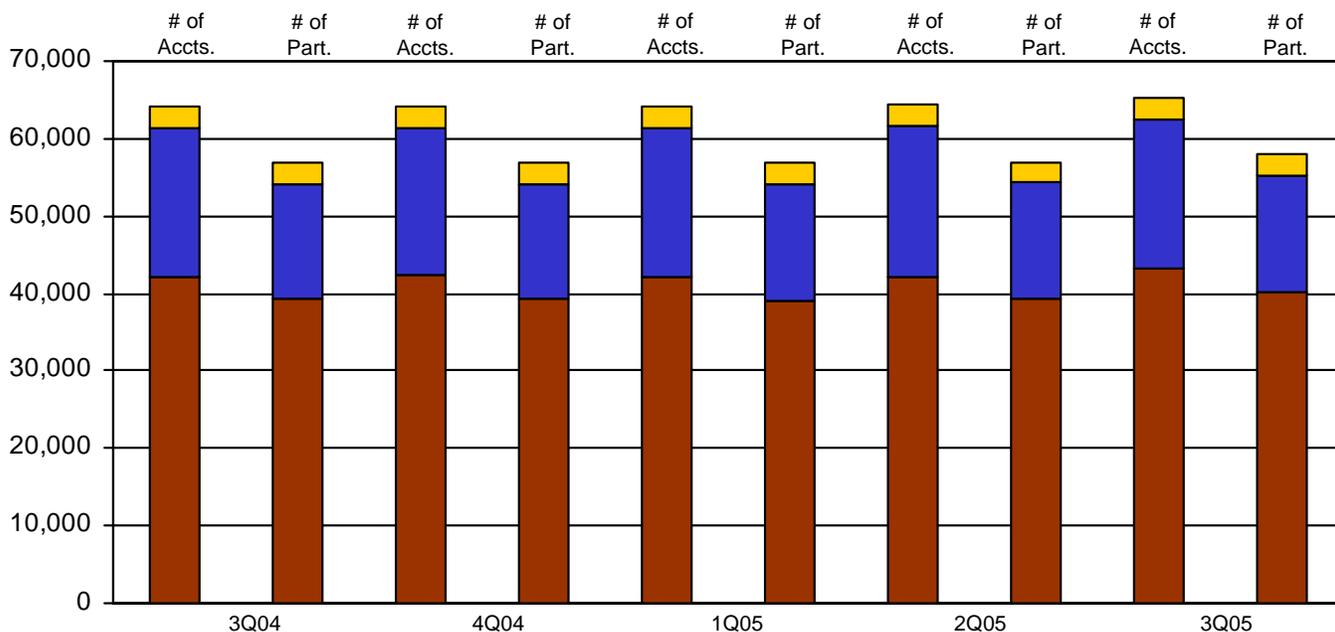


* Life insurance contributions for 3Q05 were \$19,202.39.

Note: Due to rounding, percentages may not total 100%.

MSRP - Participant Breakdown

3rd Quarter 2005



# of Accounts	3Q04	4Q04	1Q05	2Q05	3Q05
Receiving deferrals	42,219	42,373	42,029	42,190	43,186
Not receiving deferrals	19,182	18,918	19,322	19,311	19,232
In payout	2,787	2,909	2,907	2,903	2,961
Total	64,188	64,200	64,258	64,404	65,379

# of Participants	3Q04	4Q04	1Q05	2Q05	3Q05
Deferring	39,304	39,408	39,082	39,218	40,271
Not deferring	14,876	14,660	15,034	15,029	14,856
In payout	2,658	2,773	2,771	2,766	2,882
Total	56,838	56,841	56,887	57,013	58,009

3rd Quarter 2005 Status	457	401(k)	403(b)	Total Accounts	Multiple Plan Accounts	Total Participants
With a balance	28,422	35,969	988	65,379	7,370	58,009
Receiving deferrals	16,630	26,180	387	43,197	2,926	40,271
Not receiving deferrals	9,305	9,319	542	19,166	4,310	14,856
In payout	2,487	470	59	3,016	134	2,882

Actively deferring participants are identified as participants who have an account balance and have year-to-date deferrals greater than zero, have deferred within the quarter or deferred the annual maximum and are not receiving a systematic payout.

MSRP - Comparison of all Distributions & Contributions 3rd Quarter 2005

	Distributions	Contributions	Net Increase
1995	\$22,571,244	\$53,030,996	\$30,459,752
1996	\$25,745,337	\$62,153,785	\$36,408,448
1997	\$39,236,714	\$68,638,692	\$29,401,978
1998	\$41,242,911	\$75,204,186	\$33,961,274
1999	\$45,379,004	\$107,306,401	\$61,927,397
2000	\$57,688,343	\$124,705,087	\$67,016,743
2001	\$55,491,298	\$135,686,519	\$80,195,222
2002	\$98,555,710	\$244,912,123	\$146,356,413
2003	\$94,124,778	\$145,474,452	\$51,349,674
2004	\$112,732,182	\$146,001,716	\$33,269,534

2005	Distributions	Contributions	Net Increase
January	\$9,509,234	\$11,273,703	\$1,764,469
February	\$10,197,878	\$11,380,448	\$1,182,570
March	\$10,092,547	\$11,210,326	\$1,117,779
1Q05	\$29,799,659	\$33,864,477	\$4,064,818
April	\$7,773,147	\$11,459,733	\$3,686,586
May	\$9,112,575	\$11,147,869	\$2,035,294
June	\$11,154,797	\$15,844,745	\$4,689,948
2Q05	\$28,040,519	\$38,452,347	\$10,411,828
July	\$11,042,043	\$18,768,476	\$7,726,433
August	\$11,343,510	\$14,657,074	\$3,313,564
September	\$10,781,445	\$13,461,397	\$2,679,952
3Q05	\$33,166,999	\$46,886,947	\$13,719,948
YTD TOTAL:	\$91,007,176	\$119,203,771	\$28,196,595



MSRP

MSRP Investment Contract Pool Investment Policy and Guidelines

Adopted March 22, 2004

March 18, 2004

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MSRP Investment Contract Pool Investment Policy and Guidelines

I. Policy Statement

The purpose of the Investment Contract Pool (ICP) is to provide participants in the Maryland Supplemental Retirement Plans (MSRP) with an investment vehicle that:

- emphasizes safety through preservation of principal and accrued income;
- provides benefit responsiveness for qualifying participant withdrawals at book value;
- credits a periodically determined rate of interest that exhibits low volatility and tracks the general direction of interest rates; and
- delivers as high a return as possible subject to these constraints.

II. Investment Objectives

In support of the policy statement, the investment objectives of the ICP are, over a full market cycle, to:

- deliver the total return of a portfolio of intermediate duration fixed income securities (less fees);
- exceed the returns on money market investments by 100 - 200 basis points
- diversify portfolio holdings by product, security and issuer.

III. ICP Structure

Overall Duration Target/Range

Target Duration 3.75 Years
Range 2.5 to 5.0 Years

Tiering Approach

The investment portfolio will be constructed in tiers to achieve the following long-term allocation targets:

<i>Portfolio Component</i>	<i>Allocation Target</i>	<i>Minimum</i>	<i>Maximum</i>
Tier #1: Short Term Investment Fund	2.5%*	0%	15%
Tier #2: Pooled Funds	17.5%	0%	25%
Tier #3: Synthetic GICs**	80.0%	70%	90%
Tier #4: GICs ***	0%	0%	25%

* Lower of 2.5% of ICP or \$5 Million

** Managed to a constant duration

*** GIC is an abbreviated term for “Guaranteed Investment Contract”

IV. Withdrawal Hierarchy/Liquidity Structure

The liquidity structure is a pro rata withdrawal hierarchy designed to reflect the current ICP holdings that include GIC contracts that have not yet matured:

- Tier #1: Short Term Investment Fund
- Tier #2: Pooled Funds*
- Tier #3: GICs, in LIFO order
- Tier #4: Synthetic GICs & remainder of Pooled Funds, pro-rata.

* Up to \$10 Million from each pooled fund

V. ICP Guidelines and Limitations

Allowable Products/Securities

- Cash Vehicles
 - Money Market Fund
 - Separate Account
 - Trust Account
- Pooled Fund Bank Collective Trusts (“GIC Pools”)
- Synthetic GICs (plan ownership of underlying assets)
 - Constant Duration (Evergreen) Investment Strategy*
 - Fixed Maturity**
- Separate Account GICs
 - Constant Duration (Evergreen) Investment Strategy*
 - Fixed Maturity**
- Traditional GICs/BICs**

* Constant duration contracts benchmarked to the Lehman Aggregate Index, Lehman Intermediate Government/Corporate Index, or similar intermediate term fixed income index.

** Allowed as acceptable investments if market conditions warrant, but current guidelines have these investments with a 0% allocation target

Average credit quality for ICP:

S&P	AA
Moody’s	Aa2
A. M. Best	A-
Duff & Phelps	AA

Maximum Exposure to Book Value Issuers – Diversification Requirements

	<u>Target Maximum</u>	<u>Temporary Maximum</u>
Traditional GIC Issuer	20%	25%*
Synthetic GIC Issuer	30%	60%**
Pooled GIC Funds	All Pooled funds must comply with the above diversification requirements for GIC and Synthetic GIC issuers	

* A single GIC issuer may constitute up to 25% of the total ICP for up to 6 months

** A Synthetic GIC issuer may constitute up to 60% of the total ICP for up to 6 months

VI. Guidelines and Conditions for Underlying Book Value Wrappers and GIC Issuers

Material conditions for Book Value Wrap and GIC providers:

- Issuer credit quality limitations

	<u>Minimum Credit Quality</u>	<u>Target Credit Quality</u>
S&P	AA-	AA+/AAA
Moody's	Aa2	Aa1/Aaa
A. M. Best	A-	A/A++
Duff & Phelps	AA	AA+/AAA

- approved Wrap/GIC contract in Maryland
- provide book value accounting (compliance with AICPA SOP 94-4)
- pass credit screen
- \$2 billion in book value wrapper agreements or GICs in force
- five years experience as a book value wrapper or GIC provider
- competitive fee (for wrapper)
- competitive rate (for GIC provider)
- complete understanding and sign off on withdrawal hierarchy
- Competent back room operations (statements/monitoring/rate reset)
- Ability to interact with custodian(s), trustees
- US-domiciled entity or subsidiary

Desired wrap contract/separate account contract requirements

- Wrapper contract approved for delivery in Maryland
- 0% minimum crediting rate (guarantee of principal)
- Benefit-responsive for following participant events:
 - participant withdrawals (including terminations and layoffs)
 - participant inter-fund transfers
 - loans (if allowed by Plan)
 - annuity purchases
- Provision to set crediting rate 30 days in advance of crediting rate period
- Clone contract provision
- Reasonable provision for dealing with impaired securities
- Industry standard definition of competing fund definition and equity wash rule
- Book value corridor for employer or sponsor level withdrawals of at least 10% - ideally at 20% or higher
- Book value settlement provision with a limitation on duration extension
- Plan right to discontinue within 30 days for no reason with selection of termination of wrap contract or book value settlement.
- Wrapper may not discontinue contract without cause.
- Fee guarantee over specific period
- Statement of minimum and maximum dollar amount willing to wrap
- Industry standard crediting rate formula

VII. Guidelines and Conditions for underlying Investment Managers

Material conditions for Pooled Fund providers:

- Size – Must manage at least \$750 million
- Asset Growth – Pool must show asset growth year to year
- Age – Pool must be at least 3 years old
- Performance – Smooth, consistent performance
- Credit Quality – average AA or AAA
- Duration – between 1.5 and 3 years
- Favorable history of with regard to inclusion of bad credits
- Twelve month put book value termination provision
- Competitive fee structure
- Agrees to meets liquidity demands of the plan

Industry standard equity wash rule (90 day equity wash)

Material conditions for Investment Managers:

- a demonstrated track record of managing fixed income portfolios for defined contribution plans, and experience within the specific mandate being bid
- familiarity with defined contribution stable value products
- top quartile fixed income performance, or if an index type product returns consistent with benchmark index
- 5 years experience managing the strategy being bid ability to provide liquidity as stated in the wrap agreement or insurance contract without disrupting the total return objective

Credit Quality Requirements of Underlying Securities in Wrapped Portfolios

- Average Portfolio Credit Quality = Equivalent of S&P AA- or Moody's AA3 or higher
- Minimum Single Security Credit Quality = Equivalent of S&P BBB or Moody's Baa2
- Securities rated below A-/A3 (higher rating applies) will constitute no more than 20% of the portfolio
- Commercial paper must be rated A-1 by S&P or P-1 by Moody's

Primary credit ratings are those issued by S&P or Moody's. If a security is not rated by either S&P or Moody's, the security's rating should be issued by another nationally recognized rating agency and/or the investment manager will consult with the discretionary stable value manager before purchase to ensure suitable equivalency.

All investment guidelines established with individual portfolio managers will contain detailed "fallen-angel" provisions, identifying the course of action to be pursued by the investment manager in the event that a security falls below the investment guideline credit minimums. In any case, such provisions will require the investment manager to exercise prudence in the disposition of such assets, but place a maximum time period for which the assets may be held.

Permissible Investments/Securities in Wrapped Portfolio

- Non-convertible bonds, notes, bills
- Variable and floating rate securities
- U.S. Government and agency securities
- Agency and non-agency mortgage-related securities backed by loans secured by residential, multifamily or commercial properties
- Asset-backed securities
- U.S. and Yankee corporate securities
- Eurodollar and other U.S. dollar-denominated securities of U.S. and foreign issuers
- Derivative financial instruments - used only for hedging purposes, such as swaps, futures and options on financial instruments. Derivatives may not subject the portfolio to greater risk than that to which it would be exposed if the underlying instruments were purchased directly in the cash markets.
- Non-convertible preferred securities (other than payable-in-kind preferred securities)
- Rule 144A securities
- Cash equivalents maturing in less than one year, commercial paper, certificates of deposit, bankers acceptances and repurchase agreements

Non-permissible Investments/Securities in Wrapped Portfolio

- Common/preferred stock
- Non-US denominated securities
- Convertible bonds
- Short sales
- Margin purchases
- Private or direct placements (excluding rule 144A securities)
- Commodities
- Direct ownership of real estate or REITS
- Lending of securities
- Short-term securities of the custodian bank, investment manager or affiliated companies
- Derivatives used for speculative purposes

Desired Concentration Limitations in Wrapped Portfolios

Rule 144A Securities	10%
Single corporate Issue	2.5%
Single corporate Issuer	5%
Corporate sector (total)	60%
Mortgage-backed securities (total)	60%
Asset-backed securities(total)	30%

Desired Duration Management Limits on Wrapped Portfolios

Portfolio managers will constrain the variability of their respective portfolio durations to no more than $\pm 10\%$ from the respective benchmark index, (e.g., if the index duration is 5.0 years, the portfolio managers will manage their respective accounts to duration within .5 years of the index).

VIII. Other Considerations

Minority Business Enterprise Status

A Minority Business Enterprise or MBE means a legal entity organized to engage in commercial transactions that is at least 51 percent owned and controlled by one or more minority persons. MBE also includes a nonprofit entity engaged in promoting the interests of persons with physical or mental disabilities. An MBE must be certified as such by the State of Maryland Department of Transportation.

In selecting Pooled Fund providers, Book Value Wrap and GIC providers, investment managers and other ICP providers, the ICP manager is authorized and directed to take MBE status into consideration, provided that in making any MBE provider selection, the ICP manager determines that the investment return anticipated to be generated by a MBE provider is approximately commensurate to the returns anticipated from alternative providers offering products or strategies of commensurate risk.



MSRP



**Maryland Teachers & State Employees
Supplemental Retirement Plans
Investment Contract Pool
Quarterly Statement**

07/01/2005 - 09/30/2005

Investment Contract Pool – 09/30/2005



Financial Summary

	<u>Fourth Quarter 2004</u>	<u>First Quarter 2005</u>	<u>Second Quarter 2005</u>	<u>Third Quarter 2005</u>
<u>Contract Value (Book Value)</u>	\$505,386,917.12	\$508,680,709.96	\$523,269,295.25	\$536,774,039.42
<u>Quarter Return*</u>				
Unannualized	1.12%	1.09%	1.01%	1.07%
Annualized	4.51%	4.49%	4.11%	4.32%
<u>Year to Date Return*</u>				
Unannualized	4.51%	1.09%	2.13%	3.20%
Annualized	4.51%	4.49%	4.34%	4.31%
<u>Average Credit</u>	AA/Aa2	AA/Aa2	AA/Aa2	AA/Aa2
<u>Quarterly Crediting Rate</u>	4.00%	4.00%	4.39%	4.44%
<u>Portfolio Duration</u>	3.55 Years	3.72 Years	3.48 Years	3.89 Years

* Returns are calculated on a book value basis

Investment Contract Pool – 09/30/2005



Consolidated Statement of Changes in Fund (Underlying Fund Providers)

	Deutsche	SEI SA Fund	Goode SV Fund	Traditional GICs	Synthetic GICs	Totals
Beginning Balance - 07/01/2005	\$ 14,529,483.25	\$ 55,788,990.28	\$ 62,427,893.74	\$ -	\$ 390,522,927.98	\$ 523,269,295.25
Net Participant Activity	7,682,620.88	0.00	0.00	0.00	0.00	7,682,620.88
GIC Repayments	0.00	0.00	0.00	0.00	0.00	0.00
Placements	(9,000,000.00)	0.00	0.00	0.00	9,000,000.00	0.00
Fees	(488,421.18)	0.00	0.00	0.00	0.00	(488,421.18)
Investment Return	100,215.90	624,715.95	718,690.70	0.00	4,866,921.92	6,310,544.47
Ending Balance - 09/30/05	\$ 12,823,898.85	\$ 56,413,706.23	\$ 63,146,584.44	\$ -	\$ 404,389,849.90	\$ 536,774,039.42

Investment Contract Pool – 09/30/2005



Portfolio Composition

<u>Issuer/Fund</u>	<u>March 31, 2005</u>	<u>June 30, 2005</u>	<u>September 30, 2005</u>
Deutsche Treasury Money	\$11,921,701.56	\$14,529,483.25	\$12,823,898.85
Goode Stable Value Fund	\$61,728,178.37	\$62,427,893.74	\$63,146,584.44
SEI Stable Asset Fund	\$55,158,351.74	\$55,788,990.28	\$56,413,706.23
State Street (PIMCO Syn)	\$138,459,706.13	\$140,161,220.33	\$147,980,640.98
Pacific Life (Western Syn.)	\$122,453,511.01	\$130,039,032.73	\$131,609,825.37
AEGON (Deutsche Syn)	\$118,959,261.15	\$120,322,674.92	\$124,799,383.55
Total	\$508,680,709.96	\$523,269,295.25	\$536,774,039.42

Investment Contract Pool – 09/30/2005



Schedule of Activity (Sponsor Level)

Deposits/Placements

Date	Crediting Rate	Amount	Source	Destination
07/05/2005	4.84%	\$ 3,000,000.00	STIF	Deutsche Asset Management
07/29/2005	5.15%	\$ 3,000,000.00	STIF	PIMCO
09/12/2005	5.15%	\$ 3,000,000.00	STIF	PIMCO
<u>Total Deposits/Placements</u>		<u>\$ 9,000,000.00</u>		

Redemptions/Maturities

Date	Crediting Rate	Amount	Source	Destination
No Activity				
<u>Total Redemptions/Maturities</u>		<u>\$ 9,000,000.00</u>		

Investment Contract Pool – 09/30/2005



List of Holdings

<u>Issuer/Fund</u>	<u>Crediting Rate*</u>	<u>Ending Balance</u>	<u>Maturity Date</u>
Deutsche Treasury Money Fund*	3.15%	\$ 12,823,898.85	Constant Duration
Goode Stable Value Fund*	4.65%	\$ 63,146,584.44	Constant Duration
SEI Stable Asset Fund*	4.52%	\$ 56,413,706.23	Constant Duration
State Street (PIMCO Syn GIC)	5.15%	\$ 147,980,640.98	Constant Duration
Pacific Life (Western Syn GIC)	4.92%	\$ 131,609,825.37	Constant Duration
AEGON (Deutsche Syn GIC)	4.84%	\$ 124,799,383.55	Constant Duration
Total		\$536,774,039.42	

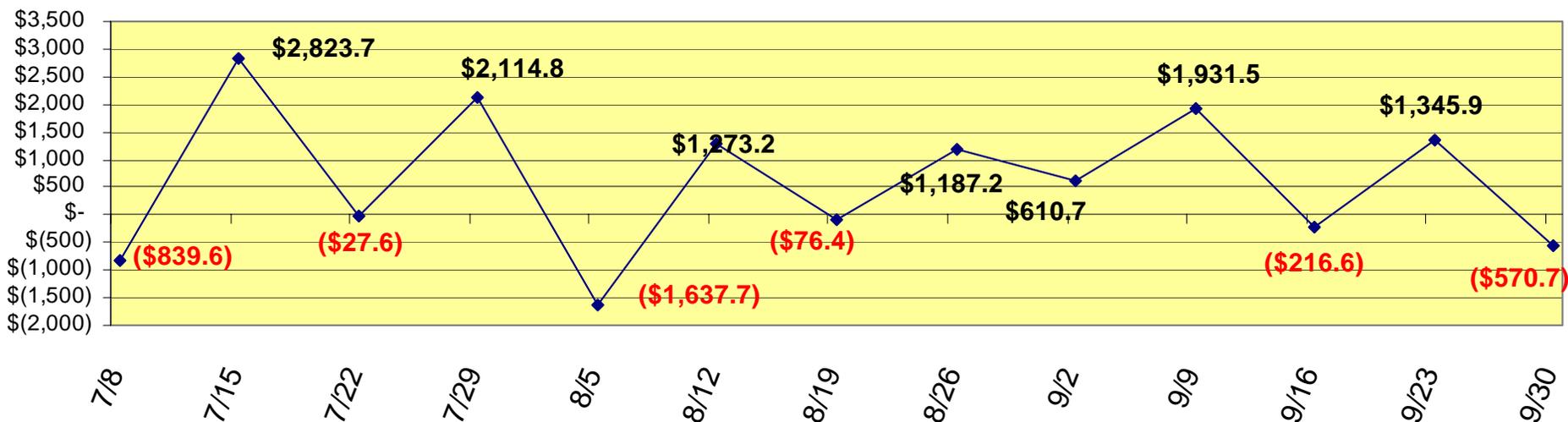
* Crediting rates reflect average annualized investment return over the crediting rate period.

Investment Contract Pool – 09/30/2005



Weekly Participant Cashflow

ICP Weekly Participant Net Cash Flow
(in thousands)



Net Participant Cash Flow for Quarter: \$ 8.13 M

Investment Contract Pool – 09/30/2005



Modified Duration = 3.70 Years

Modified Duration	=	$\frac{\text{Duration}}{1 + y/f}$
--------------------------	---	-----------------------------------

y = Yield
f = time period

Modified Duration measures price volatility

Issuer/Fund	Rate	09/302005 Balance	Fund Balance/ Total Balance	Contract Duration	Pro-rata Duration	Duration/1 + y/f	Pro-rata Modified Duration
Deutsche Treasury Money Fund	3.15%	\$ 12,823,898.85	0.0239	0.2500	0.0060	0.2424	0.0058
Goode Stable Value Fund	4.65%	\$ 63,146,584.44	0.1176	2.4000	0.2823	2.2934	0.2698
SEI Stable Asset Fund	4.52%	\$ 56,413,706.23	0.1051	2.9000	0.3048	2.7747	0.2916
State Street (PIMCO Syn GIC)	5.15%	\$ 147,980,640.98	0.2757	3.6500	1.0063	3.4713	0.9570
Pacific Life (Western Syn GIC)	4.92%	\$ 131,609,825.37	0.2452	5.1600	1.2652	4.9180	1.2058
AEGON (Deutsche Syn GIC)	4.84%	\$ 124,799,383.55	0.2325	4.3900	1.0207	4.1873	0.9735
Totals		\$536,774,039.42				3.8852	3.7036

Investment Contract Pool – 09/30/2005



Historical Data

Date	ICP Balance	ICP Crediting Rate	MFR MM Index Yield	5 Year Treasury Yield (BE)	Portfolio Duration (In Years)
03/31/2002	\$351.90	5.75%	2.71%	4.81%	2.49
06/30/2002	\$364.30	5.65%	2.01%	4.04%	2.24
09/30/2002	\$394.20	5.65%	1.52%	2.56%	2.61
12/31/2002	\$414.40	5.50%	1.28%	2.74%	2.64
03/31/2003	\$434.90	5.30%	1.12%	2.71%	2.66
06/30/2003	\$445.70	5.05%	0.96%	2.41%	2.86
09/30/2003	\$459.00	4.85%	0.77%	2.83%	2.86
12/31/2003	\$462.20	4.55%	0.63%	3.25%	3.19
03/31/2004	\$466.60	4.25%	0.57%	2.78%	3.06
06/30/2004	\$476.30	4.10%	0.52%	3.81%	3.92
09/30/2004	\$491.03	4.00%	0.60%	3.38%	3.55
12/31/2004	\$505.39	4.00%	0.81%	3.63%	3.55
03/31/2005	\$508.68	4.00%	1.14%	4.18%	3.72
06/30/2005	\$523.27	4.39%	1.60%	3.72%	3.48
09/30/2005	\$536.77	4.44%	2.12%	4.18%	3.89

Investment Contract Pool – 09/30/2005



Synthetic GIC – Investment Manager Performance For Periods Ending September 30, 2005

Manager	Benchmark		Quarter *	Year To Date*	Prior 1 Year **	Prior 3 Years**	Since Inception**	Inception Date
PIMCO	Lehman Intermediate G/C	Fund Return:	2.69%	1.77%	5.27%	6.10%	6.03%	12/31/2001
		B/M Return:	<u>2.48%</u>	<u>1.59%</u>	<u>4.80%</u>	<u>5.09%</u>	<u>5.33%</u>	
			0.21%	0.18%	0.47%	1.01%	0.70%	
Western Asset	Lehman Aggregate	Fund Return:	2.92%	2.76%	7.26%	N/A	5.73%	08/01/2002
		B/M Return:	<u>3.01%</u>	<u>2.51%</u>	<u>6.80%</u>	N/A	<u>5.49%</u>	
			-0.09%	0.25%	0.46%		0.24%	
Deutsche Asset	Lehman Aggregate	Fund Return:	3.16%	2.84%	7.23%	N/A	3.53%	06/01/2003
		B/M Return:	<u>3.01%</u>	<u>2.51%</u>	<u>6.80%</u>	N/A	<u>3.27%</u>	
			0.15%	0.33%	0.43%		0.26%	

* = Returns unannualized for periods less than 1 year

** = Returns annualized for periods 1 year or longer

Procurement Exhibits

In accordance with State Procurement Regulations:

EXHIBIT D – Minority Business Enterprise Participation

EXHIBITS D-1 and D-2 – MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule. These forms must be submitted with the Offeror’s technical proposal.

EXHIBITS D-3 and D-4 – Other MBE forms. These must be submitted to the Procurement Officer by the selected Offeror within 10 working days of notification of proposed contract award.

EXHIBITS D-5 and D-6 – Other MBE forms. These are submitted monthly.

EXHIBIT E - Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror’s technical proposal.

EXHIBIT F – Contract Affidavit. It is not required at proposals submission time. It must be submitted by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed award.

EXHIBIT G is a list of Mandatory Contract Terms that must be included in the contract agreement which will be presented to the selected Offeror upon notification of proposed contract award.

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EXHIBIT D

State of Maryland MARYLAND SUPPLEMENTAL RETIREMENT PLANS (MSRP) MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

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

MBE GOALS AND SUBGOALS



An overall MBE subcontract participation goal of eight (8) percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- A sub-goal of 0 percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- A sub-goal of 0 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.
- ◆ 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 (Exhibit 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 (Exhibit 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 price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Exhibit D-1 and Exhibit D-2 at the time of submittal of 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.

- ◆ 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 (Exhibit D-3)
 - (2) Subcontractor Project Participation Statement (Exhibit 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 Exhibit 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.

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

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to MSRP a report listing all payments made to MBE subcontractors during the preceding 30 days, as well as 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 (Exhibit D-5).
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to MSRP a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices (Exhibit D-6).
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.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ADDITIONAL EXHIBITS TO
MINORITY BUSINESS ENTERPRISE PARTICIPATION FORMS

EXHIBIT D-1 - *Certified MBE Utilization and Fair Solicitation Affidavit* (must be submitted with bid or offer)

EXHIBIT D-2 - *MBE Participation Schedule* (must be submitted with bid or offer)

EXHIBIT D-3 - *Outreach Efforts Compliance Statement* (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

EXHIBIT D-4 - *Subcontractor Project Participation Statement* (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

EXHIBIT D-5 - Maryland Supplemental Retirement Plans Minority Business Enterprise Participation – Prime Contractor Paid/Unpaid MBE Invoice Report

EXHIBIT D-6 - Maryland Supplemental Retirement Plans Minority Business Enterprise Participation – Subcontractor Paid/Unpaid MBE Invoice Report

EXHIBIT 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.

In conjunction with the bid or offer submitted in response to Solicitation No. MSRP – 05/2006, I affirm the following:

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

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve 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 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.*
3. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule with the bid or proposal.
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 (Exhibit D-3)
 - (b) Subcontractor Project Participation Statement (Exhibit 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.

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

EXHIBIT 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/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE EXHIBIT 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: _____

EXHIBIT D-3

OUTREACH EFFORTS COMPLIANCE STATEMENT

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

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

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

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

4. Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

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

Bidder/Offeror Name

By: _____
Name

Address

Title

Date

Exhibit D-4

SUBCONTRACTOR PROJECT PARTICIPATION

STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the State contract in conjunction with Solicitation
Prime Contractor Name

No. _____, it and _____, MDOT Certification No. _____,
Subcontractor Name

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

By: _____
Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

EXHIBIT D-5
Maryland Supplemental Retirement Plans
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	Contract #: _____ Contracting Unit: _____ 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:			
List all payments made to MBE subcontractor named above during this reporting period: 1. 2. 3. 4. Total Dollars Paid: \$ _____		List dates and amounts of any outstanding invoices: 1. 2. 3. 4. Total Dollars Unpaid: \$ _____	

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy (hard or electronic) of this form to each of the below addressees (electronic is preferred):

Procurement Officer – Roland Unger Maryland Supplemental Retirement Plans 6 Saint Paul Street, Suite 200 Baltimore, MD 21202 runger@msrp.state.md.us	
--	--

Signature: _____ Date: _____

This form is to be completed monthly by the MBE contractor.

EXHIBIT D-6
Maryland Supplemental Retirement Plans
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime Contractor during this reporting period. 1. _____ 2. _____ 3. _____ 4. _____ Total Dollars Paid: \$ _____	List dates and amounts of any outstanding invoices. 1. _____ 2. _____ 3. _____ 4. _____ Total Dollars Unpaid: \$ _____	
Prime Contractor: _____		Contact Person: _____

R

Return one copy (hard or electronic) of this form to each of the below addressees (electronic is preferred):

Procurement Officer – Roland Unger Maryland Supplemental Retirement Plans 6 Saint Paul Street, Suite 200 Baltimore, MD 21202 runger@msrp.state.md.us	
--	--

Signature: _____ Date: _____

**BID/PROPOSAL AFFIDAVIT
COMAR 21.05.08.07**

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. 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, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), 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):

_____.

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, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) Been convicted of any criminal violation of a state or federal antitrust statute;
- (c) 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 arising out of the submission of bids or proposals for a public or private contract;
- (d) 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;
- (e) 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 (a), (b), (c), or (d) above;

(f) 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;

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

_____.

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, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

_____.

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):

_____.

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 Administrative Board of Election Laws 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 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

(If not applicable, so state).

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. 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

Exhibit F

COMAR 21.07.01.25 CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

(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.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 2004, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date:_____

By:_____

(Authorized Representative and Affiant)

MANDATORY CONTRACT TERMS

1. **Consideration, Payment and Performance**

Payments to the Contractor and any invoice from the Contractor will reflect the Contractor's federal tax identification number. The Contractor is required to register with eMarylandMarketplace and report their registration number. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor, consistent with the schedule identified in the RFP. 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. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid. Electronic funds transfer will be used by the State to pay the Contractor for this contract and any other State payments due Contractor unless the State's Comptroller's Office grants the Contractor an exemption.

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 as established by the Procurement Officer pursuant to this Contract. The Board of Trustees and its designees shall constitute the final acceptance authority for work performed.

2. **Confidentiality**

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

3. **Loss of Data**

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data, in the manner and on the schedule set by the Procurement Officer. The Contractor shall ensure that all data is backed up, and is recoverable by the Contractor.

4. **Non-Hiring of Employees**

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

5. **Disputes**

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, 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 the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 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.

6. Maryland Law

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

7. Nondiscrimination in Employment

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

8. 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 Contract, 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 Contract.

9. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

10. 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 of Maryland 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 can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

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

12. Delays and Extensions of Time

The Contractor agrees to perform the work under this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the

performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

13. 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.

14. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

15. Financial Disclosure

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

16. Political Contribution Disclosure

The Contractor shall comply with the Election Law Article, Sections 14-101 through 14-108, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

17. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract 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. All records related in any way to the Contract are to be retained for the entire time provided under this section.

18. Compliance with Laws

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

19. Cost and Price Certification

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

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

20. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, 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 include the terms of sections 6, and 8 through 23 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

21. Indemnification

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

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

22. 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.

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