

REQUEST FOR INFORMATION
SPECIAL CONSULTING SERVICES – EXTERNAL MANAGER SURVEY

Introduction and Purpose

The Maryland State Retirement Agency (the “Agency”) is distributing this Request for Information (“RFI”) to firms wishing to provide the Maryland State Retirement and Pension System (the “System” or “MSRPS”) with services that include conducting electronic surveys which aim to capture data from external investment managers. The survey and supplemental reporting deliverables aim to highlight diversity, equity and inclusion workforce statistics, trends and insights.

The Agency intends to choose one firm from this process to provide these consulting services. However, Agency may (i) chose one or more firms to provide the services, or (ii) may determine not to choose any firm to provide the services described in this RFI, in each case if it is deemed to be in the best interest of the System.

The Board of Trustees for the System manages a diversified investment portfolio valued at approximately \$62.5 billion as of December 31, 2020, for the exclusive benefit of participants of the several retirement and pension systems for state employees, teachers and employees of participating municipalities. The System’s asset allocation is available in the quarterly investment updates on the Agency’s website at:

<http://www.sra.state.md.us/Agency/Investment/Downloads/Default.aspx>.

Currently, the majority of the System’s assets are invested in externally managed separate accounts, private funds, and other investment vehicles. The System’s external managers and investments as of December 31, 2020 are available in the Agency’s Comprehensive Annual Financial Reports on the Agency’s website at:

<https://sra.maryland.gov/comprehensive-annual-financial-reports>

Information Sought

MSRPS seeks to identify whether there are firms who have strong capabilities and experience in the following activities:

- Working with large amounts of qualitative data to maintain data integrity;
- Experience engaging with a high volume of external asset managers in a survey format on diversity, equity and inclusion topics;
- Demonstrable track record of achieving a high response rate;
- Supporting the final, accurate reporting of the data through multiple iterations and corrections to produce reporting deliverables;

- Experience utilizing an electronic-based platform to implement surveys and aggregate information from external partners;
- Existing technology platform which maintains survey data quality and integrity;
- Experience in managing surveys in Asset Management via an online technology based platform with a verifiable format.

Further information regarding the System is set forth in the System’s Comprehensive Annual Financial Report, a copy of which is available on the Agency’s website,

<https://sra.maryland.gov/comprehensive-annual-financial-reports>

Timeline and Submission Details

Date	Action
5/17/2021	RFI is issued.
5/28/2021 (4:00 P.M.)	Due date for questions relating to the RFI. All questions relating to the RFI must be submitted via e-mail to MDSpecialConsultantSearch@sra.state.md.us
6/7/2021	Answers to questions will be posted to the Agency’s website www.sra.state.md.us
6/18/2021 (4:00 P.M.)	Responses to RFI must be submitted in hard copy (address below) and electronic copy to MDSpecialConsultantSearch@sra.state.md.us . Please note that the electronic submission should not contain a fee schedule.

Staff will review submissions and contact those firms, if any, from which it desires additional information.

If your firm wishes to respond to this RFI, please send one physical copy to the address below and an electronic copy of the Offeror’s response to the questionnaire attached hereto as **Attachment 1** by 4:00 pm EST, June 18, 2021. Firms that respond to the RFI by submitting a proposal to provide the requested services are referenced in this RFI as “Offerors”. The term “Contractor”, as used in this RFI, refers to an Offeror who ultimately enters into a contract with the System pursuant to this RFI. Please note that only one copy of the fee schedule is required and should be enclosed in a separate envelope marked “Special Consulting Services – External Manager Survey”. Commingling the fee schedule with these submissions will disqualify the Offeror.

Robert Burd
 Deputy Chief Investment Officer
 Maryland State Retirement Agency
 120 E. Baltimore Street, 12th Floor
 Baltimore, MD 21202
MDSpecialConsultantSearch@sra.state.md.us

On the submission's cover page, please provide the Offeror's name, primary contact person's name, phone and fax numbers, email address and mailing address.

The Agency and the System are subject to the Maryland Public Information Act, Annotated Code of Maryland, General Provisions Article, Section 4-101 to 4-601 ("PIA"). An Offeror should clearly identify those portions (if any) of its submission that it considers confidential commercial or financial information or trade secrets, and provide justification why such portions should not be disclosed by the System if requested under the PIA. A blanket statement declaring that the entire submission is confidential is not sufficient.

All questions relating to the RFI should be submitted via e-mail to MDSpecialConsultantSearch@sra.state.md.us. Otherwise, Offerors should not contact the System's Board of Trustees, Chief Investment Officer, Investment Division Staff, consultants or other Agency personnel to gain additional information regarding this RFI. Attempting to do may disqualify the Offeror.

Please note that the System will not be liable for any costs incurred with responding to this RFI. Please also note that the Agency reserves the right to evaluate submissions in its discretion. The Agency may decide to cancel the RFI at any time and reissue this or a similar request at a later date.

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The Agency has attached as **Attachment 2** its standard form of consulting services contract that it expects any Offeror selected for award to sign. Please note that this contract is attached for informational purposes only at this time and is not required to be completed and submitted in an Offeror's response to the RFI.

Minority Business Enterprises (MBEs) are encouraged to respond to this RFI. Offerors who consider themselves to be minority contractors are encouraged to obtain certification from the Maryland Department of Transportation. A minimum certified Minority Business Enterprise subcontract participation goal has not been established for this RFI, but certified MBE subcontract participation may be considered in evaluating proposals under certain circumstances. Offerors are encouraged to utilize MBEs for any subcontracting opportunities that may arise. The Agency also encourages Offerors to include socially and economically disadvantaged individuals on the team responding to this solicitation, if applicable.

POTENTIAL SCOPE OF SERVICES

The Offeror will be provide some or all of the following services, and perhaps related services described in the Offeror's response to this RFI and later agreed by contract, to the System. The scope of services defined in the final contract between the System and the Offeror will be binding and will supersede this section of the RFI if different from the scope of services defined here.

- **Survey Administration.** Collect information about external managers utilized by the Agency as follows:
 - Develop project approach and work plan;
 - Define universe of diversity, equity and inclusion report;
 - Work with MSRPS Staff to develop questions for external investment managers and fund of funds;
 - Develop questions for consultants and advisors;
 - Work with MSRPS Staff to ensure database is exhaustive;
 - Manage survey launch process;
 - Monitor survey response analytics;
 - Conduct outreach to non-responders;
 - Research, download, and compile data;
 - Follow up with responders to clarify and complete data, as necessary;
 - Analyze data, and develop appropriate graphs and charts;
 - Analyze data to identify key metrics, trends, and themes; and
 - Evaluate talent management recruitment and retention practices and processes.

- **Reporting Deliverables.** Provide exports of the data and sub-sets of the data captured through the survey to support MSRPS reporting needs to incorporate into reports, Board presentations and MSRPS-sponsored forums. Expectations for reporting deliverables are detailed as follows:
 - Develop project approach, project timeline, work plan, and concept paper;
 - Work with MSRPS Staff to develop survey questions;
 - Analyze data to create appropriate graphs/charts from researched materials;
 - Complete detailed report of survey results and analysis. Work with MSRPS

Staff to develop a dynamic report, including graphics and in-depth analysis.

- Be available to present survey findings at both MSRPS internal committees and public venues. This would include the possibility of attending in person (or virtually) and presenting at various MSRPS committees internally, at the MSRPS Board of Trustees meetings, and MSRPS sponsored forums.

ATTACHMENT 1

SPECIAL CONSULTING SERVICES – EXTERNAL MANAGER SURVEY

QUESTIONNAIRE

1. Provide a brief overview of the firm, and include:
 - a. The legal name of the firm that will be contracting with the System to provide the special consulting services described in this RFI. (Note: Answers to all remaining questions in this section 3.A shall refer to the legal entity you name here.)
 - b. A description of the firm’s legal organization (corporation, partnership, etc.) and where it is organized.
 - c. An organizational chart and description of the legal relationship the firm has with any parent organizations, subsidiaries and affiliates.
2. Has your firm been providing consulting services similar to this potential engagement? If yes, describe the services, the timeline, and the outcome. If no, explain why you believe your firm is qualified to provide the above services to MSRPS.
3. Has your firm conducted a survey and then compiled the results for publication in a format (combining text and graphics)? If yes, please attach an example.
4. Does your firm have contacts and working relationships with diverse asset management entities? If yes, describe the nature and breadth of those relationships.
5. Provide the number of years your firm has rendered electronic database, survey and project management services.
6. Provide the number of years and experience your firm has actively engaged in diverse manager consultant services.
7. Provide the number of your firm’s (i) current survey clients, and separately list all current and former (ii) pension fund clients. Identify the number of pension fund clients exceeding \$50 billion assets under management (“AUM”).
8. What percentage of the surveys that you conduct achieve a greater than 90% response rate?
9. Provide client references from each of the public/government engagements listed above in response to question 7. Please include client name, length of relationship, and contact information for the appropriate client representative.

10. Provide details relating to the leadership, tenure, and qualifications of your firm's staff in conducting surveys and deploying Environmental Social Governance ("ESG") and diversity criteria.
11. Provide the total number of surveys your firm typically conducts per year. Describe the type of surveys your firm might conduct.
12. Identify whether your firm maintains a database of asset managers. If yes, describe the process by which your firm maintains its database, secures the environment, and customizes the database for each customer. How many firms are in the database? Please describe by percentage the different types of asset managers that have been surveyed (public, private, fixed income, credit, real estate, infrastructure, and others).
13. How does your firm manage the challenge of quality control and editing of survey communications?
14. What is your capability of incorporating data from other consultants and third-party sources.
15. Discuss whether your firm has e-survey capabilities.
16. Please provide an example of an e-survey.
17. Does your firm currently collect any investment management industry data? If yes, is that data qualitative? Quantitative?
18. Describe techniques your firm may use to introduce MSRPS to your e-survey process.
19. What is the standard consulting team structure for this type of project? What are the roles and responsibilities assigned to each member of the project team?
20. Please provide biographies of all key consulting staff expected to work on this project, including average years of professional experience and similar project experience.
21. Discuss key personnel that have joined or left the team within the last 3 years.
22. Should any key personnel assigned to this project depart the firm, how would a replacement be determined?
23. Please describe your firm's strategy and process for a consulting engagement on this type of project.
24. What resources, both internal and external to your firm, would be utilized during a project of this nature? Specifically, please describe any software applications that would be utilized to track and manage the project.

25. Please outline the level of engagement with a client during the various phases of such a project. What parts of a client's organization would be involved and for how much time?
26. What action is taken if the project is at risk of not being completed on time?
27. What do you consider to be your firm's competitive advantage(s) as it relates to this type of consulting engagement?
28. Provide a proposed timeline for a project of this nature. How long would such a project take to complete?
29. Does your firm provide other services beyond the scope of services covered in this RFI? Please list each type of service, its inception date, and a brief description of the service.
30. How does the firm evaluate the quality of its consulting services? Describe any benchmarks the firm has developed to evaluate its performance.

Conflicts and Disclosures

1. Is your firm, its Parent or Affiliate, a regulated financial services company?
 2. Please list any relationships / contracts / business activities that involve MSRPS, its Board Members, Investment Staff, investment managers, or consultants. Please see <https://sra.maryland.gov/> Website for a current list of Board Members.
3. Explain in detail any potential for conflict of interest which would be created by your firm's relationship with MSRPS.
4. Advise whether, within the past five (5) years, any officer, principal, director, partner, or owner of your firm, or of any Affiliate, has been or is involved in any litigation or any other legal proceedings or regulatory investigations that are on-going or have occurred in the last five (5) years relating to their business activities or professional conduct.
5. What levels of errors or omissions, fiduciary liability, and worker's compensation insurance does your firm carry?

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ATTACHMENT 2

**SPECIAL CONSULTING SERVICES –
EXTERNAL MANAGER SURVEY**

CONSULTING SERVICES CONTRACT

[See attached]

EXHIBIT B

**REQUEST FOR INFORMATION
SPECIAL CONSULTING SERVICES – EXTERNAL MANAGER SURVEY**

CONSULTING SERVICES CONTRACT

This Consulting Services Contract (the “Contract”) is made as of the _____ day of _____, [2021], by and between the MARYLAND STATE RETIREMENT AGENCY (the “Agency”) FOR THE USE OF THE BOARD OF TRUSTEES FOR THE MARYLAND STATE RETIREMENT AND PENSION SYSTEM (collectively, the “System”), and [_____] (the “Contractor”).

WITNESSETH:

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the System and the Contractor agree as follows.

1. Definitions.

In this Contract, the following words have the meanings indicated:

- 1.1 “Agency” means the Maryland State Retirement Agency.
- 1.2 “Board” means the Board of Trustees for the Maryland State Retirement and Pension System.
- 1.3 “Contract” means this contract for consulting services.
- 1.4 “Contract Manager” means the Deputy Chief Investment Officer of the Agency, his or her designee, or a successor designated by the System.
- 1.5 “Contractor” means [_____] whose principal business address is [_____].
- 1.6 “Financial Proposal” means the Contractor’s Financial Proposal that was submitted in response to the RFI, originally on [_____], [but was replaced by the Contractor’s [_____] best and final offer].
- 1.7 “Proposal” means both the Contractor’s Technical Proposal and Financial Proposal.
- 1.8 “RFI” means the Request for Information for Special Consulting Services – External Manager Survey for the Maryland State Retirement Agency, dated [_____], 2021.

- 1.9 “State” means the State of Maryland.
- 1.10 “System” means the Maryland State Retirement and Pension System.
- 1.11 “Technical Proposal” means the Contractor’s Technical Proposal, dated [], 2021, submitted in response to the RFI, [and amended on ____, 2021].

2. Scope of Work.

The Contractor agrees to provide the services set forth in **Exhibit A** to the System. Unless otherwise directed, all communications with and deliverables shall be directed through the Contract Manager.

3. Term; Termination.

3.1. Term. Unless sooner terminated in accordance with the provisions of this Contract:

(a) the initial term of this Contract shall be the [_____] -_year period beginning [_____] , 2021 and ending [_____] ; and

(b) at the sole option of the System, this Contract may be extended upon the same terms and conditions for up to [_____] renewal periods.

3.2. Termination. This Contract may be terminated at any time by the System upon written notice to the Contractor of such termination. Any termination of this Contract shall be without payment of any penalty by the System. Upon termination of this Contract, all finished or unfinished work provided by the Contractor shall, at the System’s option, become the System’s property. The System shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, subject to reduction in accordance with Section 4.3 of this Contract. Upon termination of this Contract, the Contractor shall cooperate with the System with respect to the transfer of documents and information to the System or its designee. From and after the effective date of termination of this Contract, the Contractor shall not be entitled to compensation for further services hereunder. Upon termination, the Contractor shall forthwith deliver to the Contract Manager all documents belonging to, or relating to, the System and this Contract then in custody of the Contractor, and otherwise cooperate with the System with respect to the transition and winding down of services.

4. Compensation. The Contractor shall be entitled to compensation for its services provided, and expenses incurred, in connection with this Contract as follows:

4.1. Total NTE Amount. For the provision of all services hereunder, the Contractor shall be entitled to aggregate compensation for services provided, not to exceed the amounts set forth below:

Year	Not To Exceed (NTE) Amount
[_____] ,2021 – [_____]	\$

The Contractor shall not be entitled to separate expense reimbursement.

4.2 Invoices must be submitted quarterly in a format satisfactory to the System. Payments to the Contractor pursuant to this Contract shall be made no later than thirty (30) days after the System’s receipt of a proper invoice from the Contractor. 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 of Maryland that all taxes have been paid. The System represents and warrants that, as a governmental pension plan within the meaning of Section 414(d) of the Internal Revenue Code, it is tax-exempt.

4.3 In addition to any other available remedies, if in the opinion of the System, the Contractor fails to perform in a satisfactory and timely manner, the System 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 System in accordance Contract. The final payment will not be made until after certification is received from the Comptroller of the State of Maryland that all taxes have been paid.

4.4 The System may deduct from and set off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by the System, by virtue of any breach of the Contract by Contractor. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.

5. Representations, Warranties, Covenants, Acknowledgments and Agreements of the Contractor.

5.1. Qualification of Contractor. The Contractor shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

5.2. Contractor Responsibilities. The Contractor shall assume sole responsibility for all work to be performed under this Contract. The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by nationally recognized consultants in the performance of services similar to those to be performed hereunder. The Contractor agrees to discharge its responsibilities with respect to the System (i) solely in the interest of the beneficiaries and participants of the System and (ii) otherwise in accordance with the terms of this Contract.

5.3. Other Representations, Warranties and Covenants of the Contractor. The Contractor hereby represents, warrants and covenants to the System as follows:

5.3.1 The Contractor 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.

5.3.2 The Contractor 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.

5.3.3 The Contractor will comply with all requirements which any federal, state, local, foreign or international law or regulation may impose with respect to the subject matter of or transactions contemplated by this Contract (“Legal Requirements”) and will promptly cooperate with and furnish information to the System regarding such Legal Requirements.

5.3.4 The Contractor shall refrain from transactions in which it may have a conflicting material interest (direct or indirect) without prior written consent from the System.

5.3.5 All services which the Contractor provides hereunder shall meet the requirements and standards set forth in the Contract (including any Exhibits and attachments). At the Contract Manager’s request, the Contractor shall promptly correct any errors or omissions in the provision of such services.

5.3.6 No gratuities in the form of gifts, entertainment or otherwise, have been or will be offered or given to any officer, fiduciary or employee of the Agency or the System or the State with a view toward securing any favorable treatment concerning the performance and/or continuation of this Contract. If the System finds that the Contractor has offered or given such gratuities, the System may terminate this Contract at any time upon written notice. Except for the compensation provided for in this Contract, the Contractor agrees that neither it nor any of its employees or agents shall receive any remuneration or take any action to receive any remuneration, of any type, nature or description whatsoever in connection with the investment of the assets of the Maryland State Retirement and Pension System. This Contract shall not restrict the Contractor from pursuing any other engagement so long as such engagement does not prevent the Contractor from adequately and timely performing the services provided for in, and contemplated by, this Contract.

5.3.7 The Contractor shall not engage, directly or indirectly, in any financial or other transaction with any trustee, staff member, or employee of the Agency or the System which would violate standards in the Maryland Public Ethics Law, Annotated Code of Maryland, State Government Article Section 15-501 et seq. and any successor statute thereto.

5.3.8 The Contractor shall promptly, and in any case within five (5) calendar days, notify the System in writing if: (1) [____], [____] or [____] are no longer actively involved in rendering services hereunder, (2) there is any material change in the management personnel of the Contractor or the professional personnel

actively involved in rendering services hereunder; (3) any material change in ownership or control of the Contractor, or (4) any other material change in the business organization of the Contractor, including, but not limited to, the filing for bankruptcy relief.

5.3.9 The Contractor shall annually provide the System with copies of its audited financial statements, including its balance sheet, income statement and statement of cash flow, within fifteen (15) days after such financial statements become available.

5.3.10 To the extent permitted by applicable law, the Contractor shall promptly advise the System in writing of any extraordinary investigation, examination, complaint, disciplinary action or other proceeding in the twenty-four (24) preceding months relating to or affecting the Contractor's ability to perform its duties under this Contract or involving any investment professional employed by the Contractor, which is commenced by any of the following: the U.S. Securities and Exchange Commission; the New York Stock Exchange; the American Stock Exchange; the Financial Industry Regulatory Authority (FINRA); the Financial Services Authority (FSA); any Attorney General or any regulatory agency of any state of the United States; any U.S. Government department or agency, or any governmental agency regulating securities of any country in which the Contractor is doing business. Except as otherwise required by law, the System shall maintain the confidentiality of all such information until the investigating entity makes the information public.

5.3.11 The personnel and agents of the Contractor responsible for discharging the Contractor's duties and obligations under this Contract are and will be individuals experienced in the performance of the various functions contemplated by this Contract. None of such individuals has been convicted of any felony, found liable in a civil or administrative proceeding, pleaded no contest, or agreed to any consent decree with respect to any matter involving breach of trust, breach of fiduciary duty, fraud, violations of any federal or state securities law or the FINRA Code of Conduct, or bankruptcy law violations. The Contractor shall immediately notify the System if this representation and warranty is no longer accurate.

5.3.12 The Contractor does not and shall not knowingly employ in any capacity: (1) any employee of the State or a unit thereof, or a fiduciary of the System, who (x) could influence the award of this Contract or any competing assignment, or (y) does or will have any direct or indirect financial interest in this Contract, or (z) performs duties relating to or affecting the subject matter of this Contract ("Interested Person"), or (2) any spouse or economic dependent of any Interested Person

5.3.13 Neither any representation, warranty, covenant or acknowledgment contained in this Contract nor any written statement, certificate, or document furnished or to be furnished to the System by or on behalf of the Contractor pursuant to this Contract contains or will contain any misstatement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

5.4. All of the representations, warranties, covenants, acknowledgments and agreements set forth in the Contractor's Contract Affidavit, a copy of which is attached hereto as **Exhibit D**, are incorporated by reference herein and made a part hereof.

5.5. All of the representations, warranties, covenants, acknowledgments and agreements set forth in the Contractor's Conflict of Interest Affidavit and Disclosure, a copy of which is attached hereto as **Exhibit C**, remain true and complete as of the date of this Contract, are incorporated by reference herein and made a part hereof.

5.7. The Contractor:

5.7.1 acknowledges that it (A) has received copies of (i) the System's Investment Policy Manual (the "Manual"), and (ii) Annotated Code of Md., State Personnel and Pensions Art., Sections 21-116, 21-122 and 21-123.

5.7.2 agrees that, in providing services hereunder, it will comply with all of the guidelines and restrictions set forth in the documents referenced in Section 5.7.1 above, as amended from time to time.

5.8 Reliance by the System. The Contractor acknowledges and understands that the continuing truth and accuracy of the representations, warranties, covenants, acknowledgements and agreements by the Contractor referenced in this Contract shall be relied upon by the System during the term of this Contract. The Contractor shall notify the System in the event that any of the representations, warranties, covenants, acknowledgements and agreements shall cease to be true and correct during the term of the Contract by delivering written notice to the System no later than three (3) business days after the representation, warranty, covenant, acknowledgement or agreement ceases to be true and correct. Upon receipt of notice, or if the Contractor fails to comply with its representations, warranties, covenants, acknowledgements or agreements hereunder, the System shall have the following options: (i) grant the Contractor a reasonable period of time within which to take such actions as may be necessary to perform or otherwise cure the violation of such representation, warranty, covenant, acknowledgement or agreement; (ii) resort to any other rights and remedies available to the System under applicable law; or (iii) terminate the Contractor in accordance with Section 3.2 of this Contract.

6. Insurance Requirements. The Contractor shall obtain and maintain in full force and effect insurance of the types and amounts specified in this Section 6. The Contractor shall provide prompt written notification should such coverage be canceled or modified, and in any event shall maintain insurance which meets the following minimum standards:

6.1 Directors and Officers liability insurance coverage of at least [] Dollars (\$_____);

6.2 Investment Adviser Professional Indemnity Insurance or similar policy covering actions taken by the Contractor, its agents, employees and subcontractors arising from the services which the Contractor provides pursuant to this Contract. Such policy shall have a per-occurrence

limit of at least [] Dollars (\$ _____) and an annual aggregate of at least [] Dollars (\$ _____).

6.3 The Contractor warrants that it carries adequate workers' compensation and other insurance as required by State and federal law, and shall maintain such insurance at levels acceptable to the System in full force and effect during the term of this Contract. The Contractor agrees to furnish satisfactory evidence of this insurance coverage to the System upon request.

7. Confidentiality and Publicity.

7.1 Subject to the Maryland Public Information Act (the "PIA") and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any all data and materials of whatsoever nature furnished to the Contractor by the System for use under this Contract and data stored within the Contractor's computer systems) (such information, "Confidential Information") shall be held in confidence by the other party. The Contractor hereby agrees to hold the Confidential Information in confidence, adopt or establish operating procedures and physical security measures, and take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information. For the avoidance of doubt, the Contractor agrees that all reports, studies, analyses, specifications, recommendations and all other materials of whatsoever nature, prepared by the Contractor for use under this Contract or furnished to the Contractor by the System for use under this Contract, are Confidential Information.

7.2. The Contractor will not release, publish, circulate or use any Confidential Information except as permitted under this Contract. Each party shall, however, be permitted to disclose relevant Confidential Information to its officers, agents and employees to the extent that such disclosure is provided by and consistent with the law and contemplated by this Contract or necessary for the performance of their duties under this Contract, provided, that (i) such persons are bound by written confidential obligations no event less restrictive than as set forth in this Agreement, and (ii) that if the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor's performance of the Contract or will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the System to any such dissemination. The disclosure and use restrictions of this Section 7 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; or (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.

7.3. The Contractor shall promptly advise the System in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's officers, agents and employees. Contractor shall, at its own expense, cooperate with the System in seeking injunctive or other equitable relief against any such person(s).

7.4. The Contractor shall, at its own expense and upon request of the System, return to the System all copies of the Confidential Information in its care, custody, control or possession upon request of the System or on termination of the Contract. Upon request of the System, the Contractor shall also confirm in writing that it has returned Confidential Information and deleted any Confidential Information stored electronically by the Contractor.

7.5. Contractor acknowledges that any failure by the Contractor or the Contractor's personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the System and that monetary damages may be inadequate to compensate the System for such breach. Accordingly, the Contractor agrees that the System may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The System's rights and remedies hereunder are cumulative and the System expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and seek damages from the Contractor and the Contractor's personnel for a failure to comply with the requirements of this Agreement.

7.6. No press release or other dissemination of information to the media, or response to requests for information from the media, relating to the work performed by the Contractor hereunder or the transactions contemplated hereby, shall be issued by the Contractor without the prior written approval of the System; provided, however, that the Contractor may include the System's name on client lists maintained by the Contractor and made available to third parties. The Contractor further undertakes not to release any materials to third parties without the System's prior permission.

7.7. The provisions of this Section 7 shall survive the termination of this Contract.

8. File backup; disaster recovery.

The Contractor agrees to regularly perform critical file backups, rotate backup to offsite storage locations on a regular basis and maintain and update its disaster recovery plan. The Contractor agrees to supply the System with a copy of its disaster recovery plan, and inform the System of any material changes to its disaster recovery plan.

9. 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 Contract Manager. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

10. Patents, Copyrights, Intellectual Property

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

10.2 The Contractor will defend or settle, at its own expense, any claim or suit against the System alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the System against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the System: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 11.3 below.

10.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the System the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

10.4 In connection with Services provided under this Contract, the Contractor may create, acquire or otherwise have rights in, and may, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Contractor's Technology"). The Contractor grants the System a worldwide, personal, non-exclusive, not-transferable and revocable license to use the Contractor's Technology and related products and technical support in accordance with and subject to the terms of this Contract.

10.5 The Contractor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the System to the Contractor. For purposes of this Contract, the System may, in its sole discretion, elect to grant the Contractor a worldwide, perpetual, non-exclusive license, for which the System may require compensation, perhaps in the form of a royalty, for the Contractor's internal use to non-confidential Contract deliverables first originated and prepared by the Contractor for delivery to the System.

10.6 The provisions of this Section 10 shall survive the termination of this Contract.

11. Rights to Records

11.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs,

designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the System and shall be available to the System at any time. The System shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

11.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the System, the Contractor hereby relinquishes, transfers, and assigns to the System all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the System in effectuating and registering any necessary assignments.

11.3 The Contractor shall report to the Contract Manager, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

11.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the System hereunder and if such markings are affixed, the System shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

12. Indemnification.

12.1 Generally. The Contractor agrees to indemnify and hold harmless the System, the Board, and the Agency, and their trustees, officers, employees and agents (any and all of whom is/are referred to as “Indemnified Party”) from and against any and all losses, claims, damages, judgments, liabilities, fines or penalties of any nature whatsoever (any and all of which is/are referred to as “Damages”), to which the Indemnified Party may become subject, insofar as such Damages are caused by or arise directly out of the negligence, willful misconduct, breach of fiduciary duty, bad faith, improper or unethical practice, infringement of intellectual property rights, breach of trust, breach of confidentiality, breach of contract, or violation of any Legal Requirements (as that term is defined in Section 5.3.3 above) on the part of the Contractor or its subcontractors or agents acting in connection with this Contract or other documents or agreements governing transactions undertaken for the System. This indemnification shall survive the termination of this Contract.

12.2 Liability of State.

12.2.1 The State, its departments, agencies, officials, officers and employees has no obligation to provide legal counsel or legal defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person or persons not party to the Contract against the Contractor or its subcontractors as a result of or relating to the Contractor’s obligations under this Contract.

12.2.2 Neither the State nor the System has any obligation for the payment of any judgments or the settlement of any claims made against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under the Contract.

12.3 Notice of and Cooperation in Litigation. The Contractor shall immediately give notice to the Contract Manager 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 this Contract, and shall cooperate, assist and consult with the State and the System in the defense or investigation of any claim, suit, or action made or filed against the State or the System as a result of or relating to the Contractor's obligations under this Contract.

12.4 The provisions of this Section 12 shall survive the termination of this Contract.

13. Amendments; Subcontracting and Assignment.

13.1. Entire Contract; Amendments. This Contract, consisting of this contract and the following Exhibits:

<u>Exhibit</u>	<u>Description</u>
A	Scope of Work
B	Proposal
C	Conflict of Interest Affidavit and Disclosure
D	Contract Affidavit
E	Mandatory Terms and Conditions
F	Non-Disclosure Agreement

constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of the Contract are superseded by this Contract. This Contract may only be changed or modified in writing signed by both parties.

13.2. Subcontracting and Assignment. The Contractor may not subcontract any portion of the services provided under the Contract without obtaining the prior written approval of the System, nor may the Contractor assign the Contract, or any of its rights or obligations hereunder, without the prior written approval of the System. Any subcontract shall include such language as may be required in various clauses contained within this Contract, exhibits, attachments. The Contract shall not be assigned until appropriate approvals, documents, and affidavits are completed and properly registered. Notwithstanding any subcontract or assignment permitted hereunder, the Contractor shall always remain liable to the System for the Contractor's obligations hereunder and for all actions of any subcontractor or assignee to the same extent as the Contractor is liable for its own actions hereunder. The System shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

14. Conflict of Interest.

The Contractor will provide Services to the System and must do so impartially and without any conflicts of interest. The Contractor's first priority in performing the duties of the Contract shall be the protection of the System's interests. The Contractor will be required to complete a Conflict of Interest Affidavit. A copy of the Conflict of Interest Affidavit/Disclosure is included as **Exhibit D** of this Contract and is incorporated herein by this reference. The Contractor shall provide periodic updates to the System and the Contract Manager, providing information such as that required by the Conflict of Interest Affidavit/Disclosure attached as **Exhibit D**, certifying whether an actual or potential conflict of interest exists. The Contractor shall notify the System and the Contract Manager whenever the Contractor provides services to, contracts with, or receives any compensation or remuneration from an organization or company that is involved in a matter related to this Contract. If the Contract Manager 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 the Code of Maryland Regulations ("COMAR") 21.05.08.08A, the System may terminate the Contract in accordance with COMAR 21.05.05.08D.

15. Cost and Price Certification.

15.1 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.

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

16. 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 or agent 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 or agent any fee or other consideration contingent on the making of this Contract.

17. Unilateral Right of the System to Change Duties.

The System, through the Contract Manager, retains the unilateral right to require modification or changes in the duties to be performed by the Contractor so long as the changes are within the general scope of the Contractor's duties to be performed under this Contract and the Contractor receives notice in writing of the changes.

18. 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 System in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the System, 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.

19. Suspension of Work.

The Contract Manager may unilaterally order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Contract Manager may determine to be appropriate for the convenience of the System.

20. Multi-Year Contracts Contingent Upon Appropriations.

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

21. Record Retention; Inspection of Records.

The Contractor shall (i) retain and maintain all records and documents relating to this Contract for a period of five (5) years from the date of final payment under this Contract or any subcontract hereunder or any applicable statute of limitations, whichever is longer, and (ii) make the records and documents available for inspection and audit by the Legislative Auditor of the State of Maryland, the System's actuary, the System's auditor, and authorized representatives of the System at all reasonable times. The Contractor shall also maintain for the same time period any additional records and documents that support all recommendations made by the Contractor during the term of this Contract. If such documentation is maintained on an automated system, appropriate retention, retrieval and back-up policies must be established, implemented and maintained. This Section 21 shall survive expiration or termination of the Contract.

22. Other Mandatory Contractual Provisions.

Set forth in **Exhibit E** hereto are certain other required contractual terms and conditions applicable to the Contractor's performance hereunder. In the event of a conflict between a provision of the Mandatory Contractual Provisions which are attached hereto as **Exhibit E** and

incorporated by reference herein, and any other provision of this Contract, then the provision of the Mandatory Contractual Provisions shall control.

23. Miscellaneous Administration.

23.1. Contract Manager. The work to be accomplished under the Contract shall be performed under the direction of the Chief Investment Officer of the System, his or her designee, or a successor designated by the System, as Contract Manager. All matters relating to the administration and performance of the Contract shall be referred to the Contract Manager for determination.

23.2. Notices. Notices and other writings shall be delivered or mailed postage prepaid:

To the System:

Robert M. Burd
Deputy Chief Investment Officer

Maryland State Retirement and Pension System
120 E. Baltimore Street, 12th Floor
Baltimore, Maryland 21202

To the Contractor:

[_____]

or to such other address as the System or the Contractor may hereafter specify in writing.

Telephone and facsimile notices shall be sufficient if communicated to the party entitled to receive such notice at the following numbers:

If to the System:

Mr. Palmer
Telephone: (410) 625-5620
Facsimile (410) 468-1701

If to Contractor: [_____]

or to such other numbers as either party may furnish the other party by written notice under this Section 23.

24. Waiver.

No failure or delay on the System's part in exercising any right or remedy hereunder shall operate as a waiver thereof. No waiver by either party of any failure or refusal to comply with an obligation hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No modification or waiver shall be effective unless it is in writing duly executed by the System.

25. Procurement Regulations.

Although this Contract is exempt from certain provisions of Division II of the State Finance and Procurement Article ("Procurement Article"), the requirements of the Procurement Article and COMAR, Title 21, State Procurement Regulations (as amended), will be applied to this Contract to the extent practicable and consistent with obtaining the best consultants for the System, all as determined in the Contract Manager's sole discretion. The appeal procedures contained in the Procurement Article and in the State Procurement Regulations will not apply to this Contract.

26. Maryland Law.

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

27. Authority.

Each party to the Contract represents and warrants to the other that it has the full right, power, and authority to execute this Contract and to perform the acts contemplated hereunder and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

28. Counterparts.

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same document.

29. Successors and Assigns.

This Contract shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

In recognition of their acceptance of the terms and conditions of this Contract, the System and the Contractor, acting by and through their duly authorized representatives, hereby execute this Consulting Services Contract as a sealed instrument as of the day and year first written.

**MARYLAND STATE RETIREMENT AGENCY FOR
THE USE OF THE BOARD OF TRUSTEES FOR THE
MARYLAND STATE RETIREMENT AND PENSION
SYSTEM**

ATTEST:

Name:
Title:

By: R. Dean Kenderdine
Executive Director and Secretary of the Board

ATTEST:

[]

Name:
Title:

By:_____

Approved as to form and legal
sufficiency for the State of
Maryland this ____ day of
_____, 2021

Assistant Attorney General

EXHIBIT A

SCOPE OF WORK

[Note: To be determined based on RFI and Proposal]

EXHIBIT B

PROPOSAL

[Note: To be attached / incorporated from RFI response]

EXHIBIT C

CONFLICT OF INTEREST AFFIDAVIT AND 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)

EXHIBIT D

CONTRACT AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____(title) and duly authorized representative of _____(name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID
Number: _____ Address: _____

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

Name and Department ID
Number: _____ Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

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

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

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

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

(h) Notify its employees in the statement required by §E(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 §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(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 §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(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.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Proposal Affidavit dated _____, 201____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

EXHIBIT E

MANDATORY TERMS AND CONDITIONS

Pursuant to the Annotated Code of Maryland, State Finance and Procurement Art. §11-203(d), the Board of Trustees of the Maryland State Retirement and Pension System is exempt from the applicability of the State's procurement laws for certain expenditures to manage, maintain and enhance the value of the retirement system. Although the procurement of the services to be rendered by [_____] (the "Contractor") pursuant to the attached Consulting Services Contract (the "Contract") is, as a general matter, exempt from the procurement laws, under State law the following provisions of Maryland law must be included in any contract.

In view of the foregoing, the parties agree that the following provisions are hereby included in the Contract:

ARTICLE I - 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 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 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.

ARTICLE II - FINANCIAL DISCLOSURE

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

ARTICLE III - POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with the provisions of Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The

statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

ARTICLE IV - NON-HIRING OF OFFICIALS AND EMPLOYEES

The Contractor shall comply with the provisions of the Annotated Code of Maryland, State Government Article, Section 15-102, which provides that no official or employee of the State of Maryland, as defined therein, 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 subcontractor on this Contract.

ARTICLE V - BRIBERY

Neither the Contractor nor any officer, director or partner of the Contractor nor any employee of the Contractor directly involved in obtaining contracts with the State of Maryland, or any county or other sub-division of the State of Maryland, has been convicted of bribery, attempted bribery or conspiracy to bribe, nor has engaged in conduct, or by any acts or omissions, made admissions in writing or under oath during the course of an official investigation or other proceeding, since July 1, 1977, which would constitute an offense or offenses of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government except as herein expressly stated:

(If none, so state)

As used herein, the word "convicted" includes an accepted plea of nolo contendere.