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State Treasurer

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Chief Deputy Treasurer

MARYLAND STATE TREASURER'S OFFICE

REQUEST FOR PROPOSALS

FOR

DEPOSITORY BANKING SERVICES

RFP #DEP-06132018

DUE DATE: JULY 25, 2018

Issued: June 13, 2018

KEY INFORMATION SUMMARY SHEET

**Maryland State Treasurer's Office
Request for Proposals
For
Depository Banking Services**

RFP # DEP-06132018

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

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

Solicitation Issue Date: June 13, 2018

Pre-Proposal Conference June 29, 2018 at 11:00 AM Local Time

Deadline for Receipt of Questions: July 13, 2018 by 2:00 PM Local Time

Proposal Due Date and Time: July 25, 2018 by 2:00 PM Local Time

Oral Presentations: August 8-9, 2018

Tentative Contract Award: August 28, 2018

Notice: A prospective Offeror who received this document from a source other than the Issuing Office or eMaryland Marketplace, should immediately contact the Issuing Office and provide their name and email address in order that amendments to the IFB or other communications can be sent to them. A prospective Offeror should also register on eMaryland Marketplace at: (<https://emaryland.buyspeed.com/bsa>). Any prospective Offeror who fails to register on eMaryland Marketplace assumes complete responsibility in the event that they do not receive amendments to the solicitation prior to the closing date.

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SECTION I. PROCUREMENT INFORMATION

1.1 **Summary Statement**

The Maryland State Treasurer's Office (the "Office") controls the deposit, investment and disbursement of all funds into or out of the State Treasury. The purpose of this RFP is to solicit proposals from qualified Offerors to provide state of the art banking and processing services for depository services.

1.2 **Procurement Method**

The Office will conduct this solicitation in accordance with the competitive sealed proposals process under COMAR 21.05.03 and will award one contract arising out of this RFP (the "Contract").

1.3 **Issuing Office and Procurement Officer**

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

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

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

1.4 **Contract Officer**

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

Director of Treasury Management
Maryland State Treasurer's Office
Louis L. Goldstein Treasury Building
80 Calvert Street, Room 109
Annapolis, Maryland 21401
Tel: (410)260-7129

1.5 Use of eMaryland Marketplace

eMaryland Marketplace (eMM) is a free electronic commerce system administered by the Maryland Department of General Services. The RFP, associated materials, and all other solicitation-related material will be provided via eMM. This means that all such information is immediately available to subscribers of eMM. All subscribers will receive solicitation notifications as well as solicitation update/change order notifications. Because of the instant access afforded by eMM, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to eMM. In order to receive a contract award, a vendor must be registered on eMM. Go to: <https://emaryland.buyspeed.com/bs0>, click on "Register" to begin the process and then follow the prompts.

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
Solicitation Issue Date	June 13, 2018
Pre-Proposal Conference	June 29, 2018 at 11:00 AM Local Time
Deadline for Receipt of Questions	July 13, 2018 by 2:00 PM Local Time
Proposal Due Date	July 25, 2018 by 2:00 PM Local Time
Oral Presentations	August 8-9, 2018
Tentative Date of Contract Award	August 28, 2018

1.7 Pre-proposal Conference

A pre-proposal conference will be held on Friday, June 29, 2018 at 11 a.m. local time at the, Louis L. Goldstein Treasury Building, Assembly Room, 1st Floor, 80 Calvert Street, Annapolis, Maryland 21401. Attendance to this pre-proposal conference is strongly encouraged for all Offerors. Please notify the Procurement Officer by email at: procurement@treasurer.state.md.us (identified in Section 1.3 above) to provide your contact information and the number of individuals expected to attend by Monday, June 25, 2018.

1.8 Questions and Inquiries

All Offerors should direct their questions and inquiries to the Procurement Officer identified in Section 1.3 above. **Questions must be submitted in writing by mail or via email and received by the Issuing Office no later than 2:00 p.m. local time on Friday, July 13, 2018.** Oral questions will not be permitted. If the questions or inquiries pertain to a specific section of the RFP, Offerors must reference the relevant page and section number(s).

1.9 Submission Requirements and Deadline

To be considered for award, Offerors must submit to the Procurement Officer a package containing one (1) written original, and five (5) copies (total of 6) of the Technical Proposal and the Price Proposal, each in separate sealed envelopes. All submissions shall indicate the RFP Title and number and the Offeror's name and address. **Proposals must be received by the Procurement Officer at the Issuing Office no later than 2:00 p.m. local time on Wednesday, July 25, 2018.** Additionally each Offeror must provide to the Procurement Officer on compact disks one electronic copy of the Technical and Price Proposals submitted. As with the written submission, the electronic copy submission of the Technical Proposal and the Price Proposal must be provided in separate sealed envelopes. Refer to Section IV. Proposal Format for Two-Volume Submission requirements.

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

1.10 False Statements

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

- (a) *In general.* - In connection with a procurement contract a person may not willfully:
 - (1) falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact; or
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) *Aiding or conspiring with others.* - A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) *Penalty.* - A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

1.11 Duration of Offer

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

SECTION II. GENERAL INFORMATION

2.1 **Electronic Distribution**

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

2.2 **Revisions to the RFP**

The Office reserves the right to amend this RFP at any time prior to the proposal due date and time. If it becomes necessary to revise this RFP at any time prior to the proposal due date and time, the Office will provide amendments to all prospective Offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Acknowledgement of the receipt of all amendments to this RFP issued before the proposal due date shall be included in the Transmittal letter accompanying the Offeror's Technical Proposal. In addition, the Office will post amendments to the RFP on the Office's Web Page at www.treasurer.state.md.us, (select "Procurement" and then "RFP for Depository Banking Services"), and through eMaryland Marketplace at: <https://emaryland.buyspeed.com/bso>. The Office will send amendments made after the due date for proposals only to those Offerors who submitted a timely proposal.

Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

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

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

2.4 **Proposal Acceptance; Discussions**

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

2.5 **Oral Presentation**

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

conduct a demonstration within this time period may prevent the Offeror's proposal from receiving further consideration. All written representations will become part of the Offeror's proposal and are binding if the Contract is awarded to the Offeror.

2.6 Incurred Expenses

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

2.7 Proposal Form

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

2.8 Multiple Proposals

The Office will not accept multiple or alternative proposals.

2.9 Access to Public Records Act Notice

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

2.10 Protests

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

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

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

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

2.11 Proposal Opening

Proposals will not be opened publicly.

2.12 Bid/Proposal Affidavit

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

2.13 Living Wage Requirements

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

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least \$13.79 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$10.36 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

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

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

2.14 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Appendix F to this RFP. This Affidavit need not be submitted with an Offeror's proposal. For purposes of completing Section "B" of this Affidavit, (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside the State of Maryland is considered a "foreign" business.

2.15 Representations

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

2.16 Service Organization Control (SOC) Audit Report

This section applies to the Contractor and any relevant subcontractor who provides services for the Office’s identified critical functions, handles Sensitive Data, and/or hosts any related implemented system for the State under the Contract. For purposes of this section, “relevant subcontractor” includes any subcontractor that assists the Contractor in the critical functions of the Contract, handles Sensitive Data, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the Contractor in the critical functions of the Contract, handling Sensitive Data, and/or assisting with any related implemented system.

2.16.1 The Contractor shall provide annually at no cost to Office’s Contract Officer, evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the Contractor’s internal controls.

2.16.2 If deficiencies in the Contractor’s internal control processes and procedures are described in the most recent version of the report, the Contractor shall automatically submit the report to the Contract Officer within a timely manner and shall describe the corrective actions to be put into place by the Contractor to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the STO to make a determination of breach of contract.

2.17 Minority Business Enterprises

The Office has not established a minority business enterprise subcontractor participation goal for this solicitation, but Offerors are encouraged to work with certified MBE subcontractors. A directory of certified MBEs is maintained by the Maryland State Department of Transportation Office of Minority Business Enterprise. The directory is available online at www.mdot.maryla.gov/newMDOT/MBE/Index.html. Select the “Directory of Certified Firms” label.

2.18 Veteran-Owned Small Business Enterprise

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

2.19 No Guarantee of Work

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

2.20 Order of Precedence

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

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

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

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SECTION III. SCOPE OF SERVICES AND REQUIREMENTS

3.1 Objective for Depository Banking Services

The objective of this RFP is to update current depository services with the goal to modernize as many processes as possible while acknowledging that the State must accept checks, cash and coin in many circumstances.

Currently the State has:

- One Master Depository Account;
- 104 Sub Accounts;
- One ZBA to Master Account (for file transfers);
- One Voucher Credit Account (no ZBA);
- One Cash Exchange Account (no ZBA);
- One ACH clearing Account (no ZBA);
- Fifteen Agencies using Remote Deposit;
- Two Agencies using Image Cash Letters;
- The State accepts AMEX, Discover, MasterCard and VISA depending upon Agency and site that are processed through approximately 1,532 MIDs that settle to depository sub accounts; and
- The State also accepts electronic checks through Agency websites.

3.2 Background – Overview of Current Depository Banking Services

This section identifies the services associated with the deposit of State funds.

Forms of deposits accepted	Cash, coin, checks, money orders, ACH credits, Fed Wires.
Depository locations	The State has agencies in each of the 23 counties and Baltimore City. Offeror is required to provide a solution for agencies to deposit funds daily.
Current availability on deposited funds	One day availability on most items except immediate availability on electronic fund deposits.
Total FY 2017 volume of cash letters	20,500 valued at \$5,374,231,281
Total FY 2017 volume of ACH receipts	1,712,000 valued at \$37,677,638,270
Total FY 2017 volume of incoming money transfers	13,800 valued at \$6,074,478,620
Total FY 2017 volume of commercial deposit credits	153,000 valued at \$1,745,899,542

Daily files sent from the Depository to the State Treasurer’s Office include the following:

File Description	File Format (Flat Files)	Available # of Days (Varies by file)	Average File Size	Daily Average Detail Transaction Count	Daily Average Detail Transaction Amount
ACH File	NACHA	30	20,666	9,146	\$154,902,985
BAI File	BAI	30	60,539	703	\$54,169,458

Daily files sent to the Depository from the State Treasurer’s Office include the following:

File Description	File Format (Flat Files)	Available # of Days (Varies by file)	Average File Size	Daily Average Detail Transaction Count	Daily Average Detail Transaction Amount
Direct Debits File	NACHA	30	7,298	7,246	\$23,163,073

Currently funds are deposited statewide at the Depository in 104 Agency specific accounts and concentrated daily to the State’s main depository account. There are 15 agencies that utilize remote deposit capabilities. In addition, the current Depository has established a correspondent relationship for the deposit and transfer of State funds in seven correspondent banks statewide where they do not maintain a branch. The accounts at those institutions are in the name of the Depository, not the State of Maryland; however, the Depository is responsible for collateralization of balances held and in transit. Currently, all deposited funds in the correspondent accounts are transferred daily to the Agency specific depository account by State Agency personnel using a telephone based ACH transfer system.

The Office utilizes an online product to track and consolidate branch deposits made throughout the Depository’s network. Through the use of serialized deposit tickets and bank systems, the activity of each depository location can be separately tracked and reconciled. Balances (including the detail transactions) and fees are consolidated for cash management purposes. The Office also utilizes the Depository’s online product to monitor as well as download files of ledger balances, available balances and individual transactions for each account on both a current day and previous day basis. In addition, the Office has comparable on-line reporting capabilities for each correspondent bank. The account structure and on-line reporting are functionalities the Office requires for daily general ledger accounting and reconciliation.

All forms of deposit, including but not limited to cash, coin, checks, money orders, wire transfers, and ACH transactions, are processed daily. Currently, the State receives one-day availability on most items deposited except electronic fund deposits, which are immediately available. All collected funds received after the morning investment cycle, earn interest for the time held and are transferred with interest to the main account the following business

day. Collected account balances must be collateralized in accordance with Sections 6-202, 6-209 and 6-222 of the State Finance and Procurement Article, (Exhibits 2, 3, and 4). The Depository is required by law to maintain a minimum of 100% collateral for balances on deposit at their bank, including the balances on deposit in correspondent banks, if applicable.

The State maintains a deposit reconciliation system. All State agencies use unique deposit tickets that are MICR encoded with a ten-digit "Office Code," with the current exception of the MVA which has a six-digit "Office Code." The bank provides a daily data transmission (BAI file) of all activity, including the items deposited noting the date of the deposit, the amount deposited, and the identifying Office Code as signed to the transaction. The State uses the Office Code to match bank and accounting data for reconciliation of the deposited items to the correct Agency accounts.

Incoming payments by EFT are an increasing portion of the State's receipts. The State received over 13,000 wire transfers and received over 1.7 million ACH payments during FY 2017. The ACH transfers received are from many sources, with most being in the CCD/CCD+ format.

The State utilizes an electronic payment system to collect State tax payments. The system's primary transfer method is ACH for both debits and credits. The system allows payers to initiate ACH debits through the internet or via telephone. The system requires the Depository to receive CCD+ and EDI records, and relay all addendum information to the State. Currently, the Depository daily transmits files to the State of all ACH transactions and addenda records.

The Depository also provides an ACH debit (and credit) program for the Maryland State Lottery Agency (MSLA). All lottery ACH transactions require next day settlement (time critical ACH processing). The MSLA has a network of approximately 4,600 ticket dealers to whom funds are sent or withdrawn through ACH. During fiscal year 2017, the State initiated approximately 198,000 debits and 10,400 credit transactions amounting to \$715 million dollars related to lottery operations.

3.3 Minimum Qualifications

In its proposal, each Offeror shall specifically and clearly state that it meets the requirements described in this Section. Failure to do so may result in the rejection of the proposal.

- 3.3.1. The Offeror is a financial institution as defined in Section 6-201(e) of the State Finance and Procurement Article of the Annotated Code of Maryland. (See Exhibit 1).
- 3.3.2. The Offeror must be certified by or a member with the Federal Deposit Insurance Corporation ("FDIC").
- 3.3.3. The Offeror must have a Kroll Bond Rating Agency (KBRA) Rating, or a similar financial strength rating, from a nationally recognized statistical rating organization of at least a "C".

- 3.3.4. The Offeror must be a member of, or have the ability to clear transactions through, all major book entry or electronic securities depositories, such as the DTC/ID system and the Federal Reserve System.
- 3.3.5. The Offeror must have a plan for business continuity and recovery as a result of disaster.
- 3.3.6. The Offeror must provide for the collateralization of all funds deposited to any bank account within the scope of the RFP in accordance with Sections 6-202, 6-209, and 6-222 of the State Finance and Procurement Article. (See Exhibits 2, 3, and 4).
- 3.3.7. The Offeror's financial statements must be audited annually by an independent certified public accounting firm and receive an unqualified opinion of the auditor in connection with the audit.

3.4 General Requirements

In its proposal, each Offeror shall acknowledge and agree to comply with the following for the term of the Contract:

- 3.4.1. The Offeror shall maintain its KBRA Rating or similar financial strength rating from a nationally recognized statistical rating organization, such as Kroll Bond Rating Agency, Inc., of at least a "C" for the term of the Contract. Should the Offeror's rating drop below "C", the Offeror must immediately notify the Procurement Officer or Contract Officer. The Maryland State Treasurer (the "Treasurer"), at her discretion, may dismiss the Offeror, require additional collateral of the Offeror, or take other actions as she deems necessary under the circumstances to protect the interests of the State of Maryland.
- 3.4.2. The Offeror shall provide collateral for accounts in accordance with the requirements set forth in Sections 6-202, 6-209, and 6-222 of the State Finance and Procurement Article (See Exhibits 2, 3, and 4). The collateral shall be on deposit in the name of the Treasurer, State of Maryland, either, (a) with the Federal Reserve Bank of Richmond, (b) with the Federal Reserve Bank of Boston, or (c) at the sole discretion of the Treasurer, on deposit with an independent financial institution acceptable to the Treasurer.
- 3.4.3. The Offeror must provide electronically in both Excel and PDF format to the Office for each calendar month, by the tenth of the subsequent month, audited reports on all account balances, interest earnings transfers, and collateral.

SERVICE REQUIREMENTS

3.5 Depository Banking Service Requirements

Please indicate your compliance with the following requirements in your proposal. Indicate compliance with a “yes” or if “no.” Offerors may include brief supporting statements.

Requirement	Offeror’s Compliance
3.5.1. Every Offeror submitting a proposal in connection with this RFP agrees not to open or maintain any bank accounts for any entity representing itself as an agency or entity of the State of Maryland or using FID number 52-6002033 without the express written permission of the State Treasurer or the Treasurer’s designee.	
3.5.2. The addition of the State’s volume of deposited items will not cause the Offeror to exceed its “reasonable” capacity for depository services (i.e., won’t impact work quality).	
3.5.3. The Offeror must provide an economical solution for State Agencies in every County throughout Maryland and Baltimore City to process routine deposits including checks, money orders, cash and coin for large and small deposits.	
3.5.4. The Offeror must provide an on-line capability for the Office to monitor ledger balances, available balances and individual transactions for each account. Offeror’s system should allow for current day as well as previous day reporting at the Office’s option.	
3.5.5. The Offeror must provide the Office with a secure web based wire transfer system with guaranteed settlement not less than 30 minutes after secondary authorization. The system must allow for a single user to initiate and send a hard coded repetitive wire to the State’s disbursement bank account every morning.	
3.5.6. The Offeror must provide an on-line capability for State agencies to monitor ledger balances and individual transactions for each account. The Offeror’s system should allow for current day, as well as previous day reporting at the option of each Agency.	

Requirement	Offeror's Compliance
3.5.7. The Offeror must be a member of the National Automated Clearing House Association (NACHA), and the Mid-Atlantic Payments Association or a similar regional payments association.	
3.5.8. The Offeror must be capable of receiving electronic files of tax/fee payments in a CCD+ format with a "TXP" addenda record. The Offeror must provide for the receipt of ACH transactions in the CCD+ and EDI format with addendum records in the TXP convention. A NACHA file containing complete information contained in the addendum record must be sent via overnight process on a daily basis.	
3.5.9. A BAI file containing all transactions must be received daily.	
3.5.10. All transactions including but not limited to ACH, wires, bank deposits and adjustments posted to sub-accounts must be transferred to the master depository account individually and not at the aggregate level. All transfers must clearly identify the sub account number from which the transaction originated.	
3.5.11. The Offeror must provide an automated processing system for initiation of ACH/EDI transactions, including pre-notes, by revenue collecting State agencies. The Offeror must provide a timely confirmation of settlement. The Offeror must also provide for immediate notification of all dishonored items. Any electronic entries that cannot be posted to the indicated account are to be returned. All originated ACH transactions containing incorrect information will require the Offeror to send a notification of change entry back to the originator to correct the incorrect information.	
3.5.12. The ACH debit and credit transactions initiated by MSLA are next day settlement. MSLA will deliver ACH transactions by electronic transmission to the Offeror's designated location one day prior to settlement.	

Requirement	Offeror's Compliance
<p>3.5.13. The Offeror must provide a funds availability schedule for all deposited items. The proposed schedule should include provisions for:</p> <ul style="list-style-type: none"> a) cash; b) wire transfers; c) ACH receipts; d) large checks drawn on Offeror; e) checks drawn on members of the Mid-Atlantic Payments Association or any other similar regional facility; and f) other checks. 	
<p>3.5.14. The Offeror must provide for a returned item processing system that will be capable of sending the images and/or actual physical returned items to the Agency specific deposit accounts with accompanying information. There are numerous agencies with a high volume of returned deposited items. The Offeror will be responsible for charging the account where the returned item was deposited and sending an advice of charge and an itemized listing of the returned items to the designated Agency contact point for each Agency bank account. This system exists to facilitate the delivery of the returned deposit items to the specific State agencies involved as expeditiously as possible. An Offeror may propose an alternative method of providing a State Agency with notice of a returned item so long as that system facilitates the delivery of returned item information to the Agency. The minimum returned information is the Agency specific deposit account number plus all pertinent information from the item.</p>	
<p>3.5.15. The Offeror must be able to provide the State with a legally acceptable copy of all validated deposit tickets and deposit items received for a period of up to 7 years.</p>	

Requirement	Offeror's Compliance
<p>3.5.16. The Offeror must provide deposit bags, deposit tickets, endorsement stamps, and any other deposit related supplies to all State agencies at the discretion of the State agencies. The cost of these supply items must be included in the Offeror's monthly invoice and may not be directly debited from the State's accounts.</p>	
<p>3.5.17. The Offeror must provide for a system which allows for individual identification of each deposit made by tracking a TEN digit Office Code, which will be pre-encoded on deposit slips. For the MVA, the Office Code is a SIX digit number that identifies the deposit. The Offeror must be able to supply the State with a daily record of each banking business day's deposits in an electronic media BAI file. This file must have a field containing either the SIX or TEN digit Office Code. The Offeror will also be required to provide a custom flat file of electronic receipts prior to 4:00 a.m. daily until such time as the State is fully migrated to a new reconciliation system. Upon implementation of the new Microsoft Dynamics 365 Operations financial applications systems, the file format may change, however timing of receipt will remain by 4:00 a.m. daily.</p>	
<p>3.5.18. The Offeror must provide the Office with the following reports: a daily bank statement which includes all transactions, a monthly end point analysis summary, a monthly report on collateral identifying daily collateral required and pledged (See Exhibit 6 for required format), and a monthly report providing all information required for verification of the invoice for services. Offeror reports must be available in a downloadable electronic format and, at the option of the Office, in hardcopy format.</p>	
<p>3.5.19. The Offeror must provide an individual who will be the State's principal contact for all operational aspects of depository banking services. This individual must have sufficient authority to solve routine problems and command the resources necessary to address complex problems.</p>	

Requirement	Offeror's Compliance
3.5.20. The Offeror must provide solutions for remote deposit, cash recycling, virtual deposits and other alternatives for cash, coin, check, and money order deposits.	
3.5.21. The Offeror must provide all services normally associated with an engagement of this scope whether such services are or are not specifically identified in this section.	
3.5.22. The Offeror must meet with the Office at least quarterly, or as needed, to review contract issues, to inform the Office of new services/technologies, and to plan improvements in services and processes.	
3.5.23 The Offeror must provide the State the ability to offset service charges by having residual collected balances accrue earnings credits. The decision to implement this option will be at the State's sole discretion. NOTE: Please do NOT cite proposed earnings credit rates in this section. Proposed rates should be included in the Price Proposal section.	
3.5.24. Bank Fees and Analysis Statements: <ul style="list-style-type: none"> a. Bank fees are to be submitted by invoice and may not be directly debited from State bank accounts. b. Analysis statements must include AFP codes. c. Bank must be able to provide an EDI-822 file as requested by the Office. 	

3.6 Depository Banking Services Questionnaire

3.6.1 Primary Contact

Provide the following information for the primary contact identified in Section 3.5.19.

- 3.6.1.1. From which area of the organization will the primary contact come?
- 3.6.1.2. What will be the primary responsibilities and authority of the primary contact?
- 3.6.1.3. For how many customers is this person the primary contact?
- 3.6.1.4. How is the State's account handled when our primary contact is not available?

3.6.2 Processing

- 3.6.2.1. Provide a list of banking locations in the State of Maryland, and identify the branches that accept deposits. This list is to be included with your technical proposal as an attachment.
- 3.6.2.2. Are there plans to close/consolidate any branch locations in the State? If so, which ones?
- 3.6.2.3. Per the requirement in section 3.5.3, please explain the proposed solution for agencies to process small and large deposits on a daily basis, that include checks, money orders, cash and coin.
- 3.6.2.4. Do you process cash and check deposits at the same locations? If not, describe the process by which mixed (cash and check) deposits are handled and what if any impact this has on funds availability.
- 3.6.2.5. When is an item considered "received" for the purpose of determining availability (e.g. in bank, at central processing facility, initial processing, remote deposit)?
- 3.6.2.6. Describe the Offeror's night drop, vault (via armored courier, virtual), remote deposit capture, branch service options, on-site cash vaults and/or specialty depository services – both physical and non-physical.
- 3.6.2.7. Are any processing applications outsourced to a third party? If so, name the vendor(s) and describe the application(s).
- 3.6.2.8. Describe the physical security features used to protect the State's employees using external deposit options such as night drops, etc.

- 3.6.2.9. Please describe how your daily processing capacity will be affected if you were to be awarded the State's depository business. Estimate the level of capacity you are currently at, and where you will be if awarded this business.
- 3.6.2.10. What is the cut-off time to ensure same day ledger credit?
- 3.6.2.11. For the various deposit options proposed, address any differences in cut-off times, such as cash versus checks, drafts, etc.
- 3.6.2.12. Are there any options that might affect cut-off time (e.g., provisional credit, delayed verification, etc.)?
- 3.6.2.13. The State has agencies that deposit on weekends and holidays, please describe how you will provide deposit services.
- 3.6.2.14. What is the limit, if any, on the number of deposit tickets that can be included in one deposit bag?
- 3.6.2.15. Do you require that cash be deposited in standard straps only? Is there a penalty for depositing non-standard straps?
- 3.6.2.16. How will you accept loose and/or rolled coin for deposit at vault, branch, and night drop locations?
- 3.6.2.17. Provide an availability schedule for the deposit options proposed.
- 3.6.2.18. How do you determine and calculate the availability of deposited items?
- 3.6.2.19. Do you give immediate availability for on-us items?
- 3.6.2.20. Do you calculate availability by item or formula?
- 3.6.2.21. What are the requirements for depositing un-encoded checks (e.g. pack size, audit tapes)?
- 3.6.2.22. Do you accept pre-encoded checks?
- 3.6.2.23. Provide a copy of the instructions for pre-encoded checks.
- 3.6.2.24. Describe your encoding quality monitoring process.
- 3.6.2.25. Do you charge for rejected items? If so, discuss. **NOTE:** Do not include pricing in the technical response. References to specific fees are to be included in the Price Proposal (Appendix A).
- 3.6.2.26. Currently, the State has 104 Agency specific accounts that are concentrated into the State's main depository account. Several of our larger agencies would

like the option to open sub accounts within their agency specific account to further breakdown collections from various departments within the agency. Explain any recommended solutions available to assist agencies with this request that would provide functionality to concentrate all agency accounts and related sub accounts into the State's master depository account with the ability to identify deposits at the sub account level.

- 3.6.2.27. Do you offer check verification services? If so, please describe the solution and any third party contractors you partner with to provide these services.

3.6.3 Deposit Supplies

- 3.6.3.1. Are deposit tickets and other supplies such as endorsement stamps and deposit bags ordered through the Offeror or directly from a vendor? How many copies of each deposit ticket does the Offeror require?

- 3.6.3.2. What are the requirements for deposit bags?

- 3.6.3.3. Are there any restrictions on deposit bags provided by the Agencies?

- 3.6.3.4. What is the approval process for Agencies who have custom bags?

3.6.4. Deposit Verification

- 3.6.4.1. Do all of your branches accept immediate and post-verification deposits at the teller window?

- 3.6.4.2. Does the branch provide a validated deposit slip and provisional credit with post-verification at the time the deposit is handed to a teller? If provisional credit is given, when does verification take place?

- 3.6.4.3. Discuss the procedures for post-verification.

- 3.6.4.4. How many employees are present when deposit bags are opened?

- 3.6.4.5. Where are the deposit bags opened?

- 3.6.4.6. How will you return the validated deposit receipts to the Agencies and within what time frame?

- 3.6.4.7. Do you identify and adjust all discrepancies? If not, at what dollar amount do you write off discrepancies?

- 3.6.4.8. Do you adjust the deposit amount or process an adjusting debit or credit?

- 3.6.4.9. What is the standard procedure for reporting deposit adjustments and what additional options are available (e.g., electronic reporting with location ID attached, adjustment copies to multiple locations, etc.)?
- 3.6.4.10. What information do you provide regarding a deposit adjustment (e.g., deposit bag number, deposit ticket number, denomination breakdown, etc.)?
- 3.6.4.11. What is your policy on receipt of tampered bags?
- 3.6.4.12. When counterfeit bills are discovered, what is your notification and adjustment process?
- 3.6.4.13. Describe security at the cash vault center. What fraud prevention procedures are in place?

3.6.5. Coin/Currency Services

- 3.6.5.1. Do you have an automated coin/currency ordering service? Describe the deposit and change order procedures, cut-off times, security, and other features of this system.
- 3.6.5.2. Describe change order procedures and restrictions for branch pickup.
- 3.6.5.3. For both cash vault and branch change orders, discuss whether or not there are minimum purchase requirements (e.g., standard straps of currency and full boxes of coin)? Is a discount offered for purchasing standard amounts and/or using standard change orders? What settlement options are available for change orders (e.g., cash, check, wire, etc.)?
- 3.6.5.4. Explain alternative coin and currency processing solutions offered. What future solutions are being considered?
- 3.6.5.5. For any on-site currency recycling products proposed, please include type of hardware, total note capacity, deposit note capacity, coin acceptance capability, recycler capacity and whether or not the solution supports cash withdrawals.
- 3.6.5.6. The MTA requires approximately \$20,000 in one-dollar coins on a weekly basis. Explain solutions for meeting this requirement, including the process for requesting coins and turnaround time to receive them.

3.6.6. Return Item Processing

- 3.6.6.1. Can return items be automatically re-deposited? If so, how many times?
- 3.6.6.2. Can copies of all re-deposited return items be provided to the depositing Agency? If so, within what time frame?

- 3.6.6.3. Provide information about your re-presented check entry program.
- 3.6.6.4. Are returned items available for viewing online?
- 3.6.6.5. Provide your standard return item and reroute processing instructions. List any non-standard options that are available.
- 3.6.6.6. Provide a detailed description of your return item transmission to depository customers, if available. If this service is not currently available, are there plans to have the service in the future and, if so, when?
- a. Does the transmission include both returns and reroutes?
 - b. Is there a separate record for each returned item?
 - c. Can these records identify the depositing Agency and the type of item being returned (e.g., check, money order, etc.)?
 - d. Indicate which of the following details the Offeror can report:
 - Checking account and ABA number;
 - Check number;
 - Check amount;
 - Deposit ticket number;
 - Original deposit date;
 - Reason code;
 - Full name on check;
 - Complete address;
 - Phone numbers;
 - Driver's license number and state; and
 - Check date.
- 3.6.6.7. Do you refuse return items not sent through the system within a particular time frame? If so, what is this time frame?
- 3.6.6.8. Do you assign float to return items?
- 3.6.7. Transaction Reporting**
- 3.6.7.1. Discuss the format and delivery options available to the Office and Agencies for receiving previous and current day deposit activity detail.
- 3.6.7.2. By what methods can the Office and Agencies receive this information electronically (e.g., electronic transmission, Web-based, FTP, third-party data exchange, etc.)?

- 3.6.7.3. Does the Offeror correct deposit ticket numbers if there is a serial number misread? If not, how are they reported?
- 3.6.7.4. Do previous day Zero Balance Account (ZBA) reports include float?
- 3.6.7.5. What time each day is the transaction data available for previous day and current day transactions (specify time zone)? How often in the last year have you missed this target?
- 3.6.7.6. How many business days is data stored on the reporting system and available for customer access?
- 3.6.7.7. What type of output media is available for **cycle-end** deposit reporting (e.g., mailed paper report, file transmission, web-based, etc.)?
- 3.6.7.8. Is a summary report available at cycle end that can provide total deposits for the period by location? Does this vary with type of output?
- 3.6.7.9. Provide a list of all transaction types that are reported as miscellaneous transactions?

3.6.8. Online Reporting and Inquiries

- 3.6.8.1. Describe the banks on-line treasury management/reporting capabilities.
- 3.6.8.2. What is the Offeror's standard cut-off for Audited/Unaudited statements and/or paper reports?
- 3.6.8.3. Can the Agency specify a cut-off date for Audited/Unaudited statements and/or paper reports?
- 3.6.8.4. How soon after the cut-off date will Audited/Unaudited reports be available/sent?
- 3.6.8.5. Discuss the methods (e.g., web-based, proprietary software, etc.) by which the State can view previous and current day deposit activity detail and balance information.
- 3.6.8.6. Can information be accessed by multiple users?
- 3.6.8.7. Can information be accessed from multiple locations?
- 3.6.8.8. Can individual users be restricted to accessing information only on certain accounts or transaction types?
- 3.6.8.9. Can users specify the types of information that they want to view?

- 3.6.8.10. Provide a list of the types of previous and current-day transactions that are available through the reporting system.
- 3.6.8.11. How often is current day information updated (real-time or batch updates)? What are the reporting times throughout the day? (Specify time zone).
- 3.6.8.12. How many business days of previous day information are stored on the reporting system and available for customer access?
- 3.6.8.13. What is the process for assigning Agency specific system administrators?
- 3.6.8.14. How is technical support for on-line systems provided?
- 3.6.8.15. Describe how the daily deposit reporting system will provide beginning and ending ledger balances, collected balances, available balances, and float assignment?
- 3.6.8.16. Indicate the Offeror's capability to provide the specified detailed information for each transaction listed:
- a. Transaction Type;
 - b. Deposits;
 - c. Return Items;
 - d. Deposit Correction Vault;
 - e. Deposit Correction Proof;
 - f. Coin and Currency Orders;
 - g. Miscellaneous Debits and Credits;
 - h. ACH Debits and Credits; and
 - i. Wires.

3.6.9 Overnight Investment Program

- 3.6.9.1. Describe the Offeror's overnight investment program. If applicable, any investment program must meet the requirement of Section 6-222 of the State Finance and Procurement Article (Exhibit 4), and is subject to the written approval of the Office. Also, any investment program utilizing repurchase agreements must provide that collateral is held at the Federal Reserve in the Offeror's customer account or, at the option of the Office, by a third party custodian.
- 3.6.9.2. Are there any restrictions/deadlines on when funds must be received to be invested same day?

3.6.10 Security and Administrative Rights

- 3.6.10.1. Discuss the methods used to authenticate items such as users, files, locations, or other identifying criteria.

- 3.6.10.2. Describe the process to ensure that a user cannot change pre-established account information or make deposits to accounts other than those authorized by the State.
- 3.6.10.3. What, if any, critical functions in the delivery of your services are outsourced? Are any functions carried out offshore?
- 3.6.10.4. Does your solution offer the ability to provide a report of all listed users and their rights and capabilities?
- 3.6.10.5. Does the proposed solution provide management and operational report capabilities, as well as management monitoring/control of all solution processes and workflows?

3.6.11. User Security

- 3.6.11.1. Describe the process we would use to establish and verify user profiles.
- 3.6.11.2. How often does the user authentication expire?
- 3.6.11.3. Describe the security parameters governing user passwords, including:
 - a. Minimum and maximum length;
 - b. Restrictions on content of passwords (e.g., username and password cannot be the same, etc.);
 - c. Mandatory password changes (e.g., initial sign-on, periodic, etc.); and
 - d. User-initiated password changes.
- 3.6.11.4. Discuss the process used to identify and authenticate users of the system when logging into the system. Is the authentication methodology provided by a third party? If so, discuss.
- 3.6.11.5. Does the service prohibit a user from being signed on to more than one workstation?

3.6.12. Data Security and Transmission

All data transferred to the bank from the State should be encrypted while at rest. Minimum 256 bit encryption. All encrypted data transferred between the Bank and the Office must use a mutually agreed upon solution that meets current industry standards.

All Processing, storage, or transmission of data to or from Agencies and/or the Office and the Bank must be handled in accordance with appropriate Federal and State laws, including SOX, GLB, and FISMA. They should also follow appropriate security standards including NIST, and FIPS where appropriate.

- 3.6.12.1. List all encrypted file transfer methods that you provide along with a description of how file transfers are managed, controlled, and reconciled.
- 3.6.12.2. Indicate if you support any commercial Master File Transfer products such as Connect Direct, Move it, Tibico, Axway, etc. along with the version supported.
- 3.6.12.3. The Office is in the process of converting its legacy financial reconciliation system to Microsoft Dynamics 365 Operations. Discuss the ability of the deposit reporting system to interface directly with Microsoft 365 Operations financial applications, if available.

3.6.13. Hardware, Software, and Internet Browser Requirements

- 3.6.13.1. What are the hardware, software and/or internet browser requirements for each access method?
- 3.6.13.2. What is the minimum bandwidth required for transmission? What is the optimal bandwidth? Describe the safeguards against lost data. Do they include built-in back up features and data recovery if processing is disrupted due to power loss or other interruptions?
- 3.6.13.3. Identify any hardware and software requirements specific to remote deposit or other on-site deposit solutions.

3.6.14. Image Processing and Retrieval

- 3.6.14.1. Describe the check and document imaging capabilities of your service.
- 3.6.14.2. Do they include online access to deposit items, return items, and adjustment images? If this access is different per depository method (e.g. remote deposit, image cash letter, branch deposits), please explain.
- 3.6.14.3. Are there fees associated with accessing these images? **NOTE:** Do not include pricing in the technical response. References to specific fees are to be included in the Price Proposal (Appendix A).
- 3.6.14.4. Can the images be downloaded for storage? If so, what are the hardware, software, and/or internet browser requirements?
- 3.6.14.5. List any third party vendors, if any, used to provide images.
- 3.6.14.6. How long are images available online?
- 3.6.14.7. Does the service capture the image of the front and back of the check?

- 3.6.14.8. How many fields can be used as an indexed field? Can users define which fields are used as indices?
- 3.6.14.9. Does your service have the ability to create a non-proprietary image export file that can be imported into an industry standard image storage and retrieval solution?
- 3.6.14.10. Describe the process used for ensuring high quality check images.

3.6.15. ACH

- 3.6.15.1. Can ACH transactions be initiated on the Bank's online system?
- 3.6.15.2. What is the normal cutoff time for next day and second day settlements?
- 3.6.15.3. Is there a later cutoff time for emergency transmissions?
- 3.6.15.4. How are ACH fails handled and reported?
- 3.6.15.5. What is the format for reporting confirmations of ACH transactions?
- 3.6.15.6. What do you do to ensure the State's compliance with NACHA rules (e.g. notification of changes, file formats, ACH recalls, etc.)?
- 3.6.15.7. Can the Office opt out of sending and receiving same day ACH?

3.6.16. Remote Deposit and Cash Capture

- 3.6.16.1. Describe the Offeror's remote deposit capture service options.
- 3.6.16.2. Describe how your application is customizable for multiple agency account holders with different operational processes who will be utilizing these remote deposit capture services.
- 3.6.16.3. For same day ledger credit, disclose the cut-off time (Eastern Time) for transmitting deposits via remote deposit.
- 3.6.16.4. Will provisional credit be given to the State upon acceptance of the remote deposit file?
- 3.6.16.5. Indicate whether your remote deposit application has a limit on the number of checks for each batch and disclose any such limit.

- 3.6.16.6. Indicate whether additional items can be added to a “deposit” before it has been finalized or whether items in a deposit can be added or changed after the deposit has been completed. If so, please describe the process.
- 3.6.16.7. Indicate whether a deposited item can be deleted from a deposit once transmitted. If so, please describe the process.
- 3.6.16.8. Explain how the State will recover an incomplete batch of transactions that might occur due to power failure, interrupted Internet connection, etc., and explain how the State will recover from a failed deposit transmission.
- 3.6.16.9. Indicate whether additional data (i.e. customer number and invoice, etc.) could be attached to each check. Describe how this information can be made available for inquiry and reporting. Describe any restrictions.
- 3.6.16.10. How are software upgrades handled for the remote deposit capture application?
- 3.6.16.11. Are images of all deposited items available? Discuss the format that will be made available and the duration. Indicate whether the images can be sent to the Agency’s computer systems in bulk. Describe the Offeror’s archiving and retrieval processes and options.
- 3.6.16.12. Discuss the following regarding returned items, including:
- a. The method by which the Agency will be notified of such items;
 - b. The availability of online images for returned items and the timing of this availability;
 - c. The ability of the Offeror’s application to offer automatic redeposit of returned items. Provide available options; and
 - d. The basis of determining whether the returned item is local or non-local.
- 3.6.16.13. Discuss the format and delivery options available for the Agency to view and receive current and previous day deposit activity.
- 3.6.16.14. In the event of a forged check/warrant, how will the deposit bank (bank of first deposit) relay information to the Agency?
- 3.6.16.15. Explain on-site cash vault deposit solutions offered, including cut off times for same day credit, deposit verification, cash ordering and ability to generate deposit tickets with unique deposit ticket numbers ranging from five to ten digits.

- 3.6.16.16. Explain enhanced security including secured docks for delivery of deposits by armored courier, video surveillance, counterfeit detection in all currency counting equipment, dual-custody processing requirements, etc.
- 3.6.16.17. It is preferred that Offerors provide armored courier service to Agencies utilizing on-site cash vault products. List armored courier providers that you partner with for this solution and whether or not you contract directly with the provider or the Office is required to procure these services.
- 3.6.16.18. Will provisional credit be given to the State upon acceptance of the file?
- 3.6.16.19. Explain procedures for cash delivery and pickup from on-site vaults.

3.6.17. Image Cash Letter Acceptance

- 3.6.17.1. Currently there are two state agencies using image cash letter; State Highway Administration and the Revenue Administration Division. The Revenue Administration Division uses Check 21 to electronically transmit image cash letters to the bank using encrypted FTP. Describe your ability to accept Image Cash Letters from Agency custom remote deposit capture applications.
- 3.6.17.2. Describe the limitations, if any, on the number of files received or the number of items in each file?
- 3.6.17.3. What is your deadline for file submission in order to receive same business day credit?
- 3.6.17.4. Is there a limit on the number of checks that can be sent from an Agency's custom image cash letter application?
- 3.6.17.5. Describe the returned items handling process for check images, including the ability to repair non-conforming images.
- 3.6.17.6. Describe capabilities for identification of duplicate checks and/or deposits.

3.6.18. Training

Describe your approach to on-site, web based or other training methods and any materials made available by the Offeror in the areas listed below. On-site training shall be available in all areas as requested by the Agencies and Office.

- a. Deposit preparation;
- b. Change order procedures/systems;
- c. Remote deposit;
- d. Online queries and image retrieval;
- e. Cash vault and currency recycling equipment;

- f. Online information reporting/detail transmission systems; and
- g. Technical support.

3.6.19. Customer Service

- 3.6.19.1. Describe your customer service organizational structure and your approach to assigning customer service resource(s) to our account.
- 3.6.19.2. For how many other accounts is this primary customer service representative responsible?
- 3.6.19.3. How do you ensure continuity of service when the primary customer service representative is unavailable?
- 3.6.19.4. Describe the responsibilities of customer service personnel, including the chain of command and escalation procedures for problem resolution.
- 3.6.19.5. Is local customer service support available for the customer's depositing locations?
- 3.6.19.6. What are the hours of operation for the depository services customer service unit?
- 3.6.19.7. Discuss all methods (e.g., phone, fax, email, real-time messaging, etc.) the State can use to initiate and track inquiries. Describe the security measures associated with each method.
- 3.6.19.8. Describe your procedures for processing inquiries that require research and/or adjustments.
- 3.6.19.9. Are there established turn-around times for research and adjustment items?
- 3.6.19.10. Describe your technical customer support for computer hardware, software, and communications problems. What are the hours of operation for technical support and where are they located?

3.6.20. Quality

- 3.6.20.1. Describe in detail any quality improvement program you have in place. Provide statistics or other available performance data related to the level of service quality, as well as any other data that demonstrates your commitment to quality improvement.
- 3.6.20.2. Do you monitor the performance of each of the proposed products and services?

- 3.6.20.3. What are the key performance measures tracked?
- 3.6.20.4. What is the reporting frequency and period covered for each measure?
- 3.6.20.5. What are your last three performance levels for each measure?
- 3.6.20.6. Are the results of the Offeror's performance measurement published or otherwise made available? Discuss.
- 3.6.20.7. Describe your customer satisfaction program, and how you measure customer satisfaction?
- 3.6.20.8. Do you maintain an internal bank scorecard that is shared with clients?

3.7 Implementation and Conversion

Offeror shall provide a proposed summary implementation and transition project plan. Using information provided in Section 3.2, and assuming a contract award date of October 1, 2018, transitions for all accounts and related services is expected to be completed within a six month timeframe. An Offeror's work plan shall include, at a minimum, key dates, communication, development phase, rollout readiness.

- 3.7.1. Provide a detailed conversion plan for transitioning each account. Discuss estimated duration time for transition and effort required on the part of the Agency, the Office, Contractor, and subcontractors.
- 3.7.2. Identify who will be responsible for coordinating the transition for each account. If a conversion team is used, discuss how this team will effectively coordinate with the ongoing client service team.
- 3.7.3. Discuss requirements, if any, of the current provider.
- 3.7.4. Discuss the assignment of implementation managers and implementation teams. Take into consideration geography, availability, and complexity of moving all accounts and agency locations.
- 3.7.5. Describe system testing and validation methodology. Include the scope of testing and various components and functionality stages tested. Describe how testing will be coordinated between using agencies, Contractor, and the Office.
- 3.7.6. What is the average lead time required for implementation, including but not limited to the items listed below? What are the critical factors that may impact that lead time?
 - a. Deposit ticket orders/endorsement stamps/tamper resistant bags or spec sheet delivery;
 - b. Account opening;
 - c. Information reporting/detail transmission;

- d. Cycle-end deposit reporting/reconciliation;
- e. Remote deposit scanning equipment; and
- f. Data exchange procedures.

- 3.7.7. What are some of the common obstacles you have observed in other implementations?
- 3.7.8. How many implementations would the team or lead contact manage concurrently to ours?
- 3.7.9. Are technical experts needed to install any required software, or is the software self-installable?

3.8 Customization and Enhanced Solutions

- 3.8.1. If the State needs customization to standard products, describe capabilities of customization and/or limitations for any of your proposed solutions and/or products. Based on the requirements outlined in this RFP, what services/products would require customization?
- 3.8.2. Based on your review of the services required in Section 3 above, discuss any creative approaches for depository services that may be available to enhance efficiency, provide additional benefits and/or reduce costs to the State.

3.9 Term

The initial term of the Contract shall be for a period beginning October 1, 2018 and ending September 30, 2023. In addition, the Contract will also contain an option to renew, upon the same terms and conditions, for two additional two-year renewal options, which may be exercised at the sole discretion of the Treasurer or the Treasurer's designee

3.10 Compensation

Fees will not be adjusted during the first three years of the initial five-year term of the Contract. Price adjustments will, however, be permitted to reflect the Consumer Price Index (CPI) based on the end of the third year of the initial Contract period and upon subsequent renewal option periods. The CPI adjustment is not cumulative. Exercise of the renewal options will be solely at the discretion of the Treasurer or the Treasurer's designee.

By submitting a response to this solicitation, the bidder agrees to accept any payments from the State by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected bidder shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and

include the reason for the exemption. The COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form may be downloaded from:

http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

By submitting a response to this solicitation, the Offeror will invoice the office for all fees and services. The Office account(s) shall at no time be debited for service fees.

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SECTION IV. PROPOSAL FORMAT

4.1 Transmittal Letter

The Offeror must include a brief transmittal letter prepared on the Offeror's business stationery to accompany the original and required copies of the two-volume proposal. The transmittal letter must be signed by an individual authorized to bind the selected Offeror to all statements, including services and prices, contained within the proposals. This transmittal letter should acknowledge the receipt of addenda to the RFP and to also indicate that, if selected, the Offeror will execute a contract materially the same as the form of Contract included as Appendix E and the Collateral Security Agreement materially the same as Appendix G.

4.2 Two-Volume Submission

The selection procedure for this procurement requires that the initial technical evaluation of each proposal be completed before consideration of an Offeror's pricing proposal. Consequently, each proposal must be submitted in two volumes as indicated below.

4.3 Volume I - Technical Proposal

The volume containing the technical proposal shall be labeled "Volume I - Depository Banking Services - Technical." The technical proposal shall contain the transmittal letter (Section 4.1) and the completed Bid/Proposal Affidavit (Appendix B) and the Affidavit of Agreement Maryland Living Wage Requirements-Service Contracts (Appendix D).

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

The technical proposal shall provide all required information in the following subsections:

4.3.1. Request for General Information

- 4.3.1.1. Name of Offeror;
- 4.3.1.2. Mailing address of the office from which the proposal is being submitted;
- 4.3.1.3. Name of individual who will represent the Offeror as the primary contact person on matters relating to the proposal; and
- 4.3.1.4. Telephone, email address of the individual identified in 4.3.1.3 above.

4.3.2. Offeror's Qualifications

- 4.3.2.1. Each Offeror shall specifically and clearly state in its proposal that it meets each minimum qualification in Section 3.3 Minimum Qualifications, and comply with the general requirements of Section 3.4 General Requirements, of this RFP.
- 4.3.2.2. The Offeror shall provide evidence of certification and/or membership and compliance with Federal Deposit Insurance Corporation ("FDIC").
- 4.3.2.3. The Offeror shall include one and only one copy of the Offeror's most recent audited financial statements with all attachments, including the unqualified audit opinion, in the original volume of its Technical Proposal.
- 4.3.2.4. The Offeror shall include a brief description of its plan for business continuity and recovery as a result of disaster.

4.3.3. Offeror's Capabilities

In its proposal, each Offeror shall include responses the following Sections of the RFP:

- 4.3.3.1. Section 3.5 Depository Banking Service Requirements – Indicate the Offerors compliance to the items listed in this section. Offeror's may include brief supporting statements.
- 4.3.3.2. Section 3.6 Depository Banking Services Questionnaire – Provide a response to all questions in this Section.
- 4.3.3.3. Section 3.7 Implementation and Conversion – Describe your implementation and conversion plan and provide responses to the questions in this Section.
- 4.3.3.4. Section 3.8 Customization and Enhanced Solutions – Provide a response to the questions in this Section.
- 4.3.3.5. Indicate any services that have been outsourced or discontinued in the past 24 months and provide an explanation for the decision.

4.3.4. Personnel

- 4.3.4.1. Each Offeror shall identify the key personnel who are to be assigned to this project if the Offeror is awarded the Contract in an organization chart format that includes their project role and/or assignment. Resumes are to be provided for the team members.
- 4.3.4.2. Identify use of subcontractors and their proposed project role.

4.3.4.3. Describe how the proposed management structure will ensure adequate oversight and provide executive direction.

4.3.5. References

Offerors are to identify a minimum of three current references that the Offeror provides depository banking services similar to those required under this RFP. References shall include name of each entity, point of contact, email address and telephone number. Include a brief description of the services rendered for each reference.

4.3.6. Standard Operating Agreements

If you intend to incorporate your own operating documents/agreements into the contract, submit copies of your standard operating documents/agreements associated with services proposed to be provided.

4.3.7. Community Benefits

4.3.7.1. The Offeror shall provide its rating on its most recent examination under the Federal Community Reinvestment Act of 1977, P. L. Number 95-128, as required under Section 6-203(b) of the State Finance and Procurement Article of the Maryland Annotated Code. If the Offeror operates in a state other than Maryland, the Offeror shall provide Maryland-specific information within the assessment area section of its Community Reinvestment Act report. (See Exhibit 5).

4.3.7.2. The Offeror shall state whether, during the previous 5 years, a court in the State of Maryland or in another state has found, in a final adjudication, that the Offeror, its affiliate or an entity acquired by the Offeror has violated any antidiscrimination statute or regulation.

4.3.7.3. Pursuant to Section 6-203(d) of the State Finance and Procurement Article of the Annotated Code of Maryland, the Offeror shall provide information to demonstrate whether during the past 5 years, the financial institution has:

1. successfully made loans in Maryland through State or federal lending programs designed to assist small and minority-owned businesses;
2. had an active outreach program to assist small and minority-owned businesses through which the Offeror has made efforts in Maryland; and
3. established strategic partnerships in Maryland with entities whose mission is to provide technical assistance to small and minority-owned businesses.

4.3.8. Economic Benefits to the State of Maryland

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

- 4.3.8.1. The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers, and partners. Offerors should be as specific as possible and provide a breakdown of expenditures in this category. Do not provide actual dollars for each category. Include percent of the total budget requested.
- 4.3.8.2. The numbers and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification, and the aggregate payroll to which the contractor has committed at both prime, and if applicable, subcontract levels. Do not provide actual dollars for each category. Include percent of the total budget requested.
- 4.3.8.3. Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate the tax category (sales tax, payroll taxes, inventory taxes, and estimated personal income taxes for new employee). Provide a forecast of the total tax revenues resulting from the Contract. Do not provide actual dollars for each category. Include percent of the total budget requested.
- 4.3.8.4. Subcontract dollars committed to Maryland Small Business and Minority Business Enterprises. Do not provide actual dollars for each category. Include percent of the total budget requested.
- 4.3.8.5. In addition to the factors listed above, the Offeror should explain any other economic benefits to the State of Maryland that would result from the Offeror's proposal.

4.3.9 Rationale for Appointment

In this section, the Offeror should present the case for its selection as the financial institution to perform the services described in this RFP by identifying services/processes that differentiates you from your competitors.

4.3.10 Additional Information (Optional)

Include any additional information the Offeror deems relevant to this procurement and the satisfaction of the State's objectives.

4.3.11 Company Literature (if applicable):

If you provide company literature or other material in response to any RFP requirement, describe such literature or other material under this heading and include a reference to the applicable sections of the RFP by name and page citation. If you do not provide the requested section and page citations, the remainder of your response for that section may be considered complete without reference to the additional documents.

4.4 Disclosures

Disclose any relationships with persons or entities that may create a conflict of interest, or the appearance of a conflict of interest. Disclose specific details of any pending legal proceedings (criminal or civil), or regulatory or disciplinary actions by any state or federal regulatory agency, involving the firm or members of the firm; or any convictions, judgments or settlements resulting from such proceedings or actions within the past five years.

4.5 Volume II - Price Proposal

This volume shall be labeled "Volume II- Depository Banking Services - Price," and sealed separately. The volume must consist of a completed and signed Price Proposal, included as Appendix A to this RFP. Appendix A must be signed by an individual authorized to bind the selected Offeror to all statements and fees contained in the proposal.

In addition to the paper form of the Price Proposal Worksheet (Appendix A), the Offeror must include an electronic copy of this file in Excel file format. A copy of Appendix A in Excel format is provided as an attachment to the solicitation.

Note: The Price Proposals are evaluated following the evaluation of the technical proposals. Therefore, no reference to price may be identified within the technical proposal. See Section V for Evaluation and Selection Procedures.

SECTION V. EVALUATION AND SELECTION PROCEDURES

5.1 Qualifying Proposals

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

5.2 Evaluation Committee and Evaluation Criteria

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

5.3 Technical Evaluation

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

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

1. Offeror's Qualifications and Capabilities;
2. Personnel;
3. Community Benefits;
4. Economic Benefits to Maryland; and
5. Rationale for Appointment.

5.4 Evaluation of Costs/Fees

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

5.5 Best and Final Offer

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

5.6 Final Evaluation and Recommendation for Award

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

5.7 Debriefing of Unsuccessful Offerors

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

5.8 Responsibility

1. General

- (a) The procurement regulations in COMAR Title 21 define a "responsible" Offeror as one "...who has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability that shall assure good faith performance."

- (b) COMAR Title 21 also requires that the Procurement Officer determine before awarding a contract to an Offeror whether the Offeror is responsible. The determination of responsibility is based on the subjective judgment of the Procurement Officer about whether the Offeror meets the definition of a “responsible” Offeror.
- (c) In addition, the unreasonable failure of an Offeror to supply information promptly in connection with the determination of responsibility shall be grounds for a determination that the Offeror is not responsible.

2. Discussions

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

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**APPENDIX A
PRICE PROPOSAL INSTRUCTIONS**

1. Offerors must submit the Price Proposal identified as Appendix A.
2. In addition to the hard copy, the electronic copy of the Price Proposal identified as Appendix A is to be provided in an Excel file format. A copy of Appendix A in Excel format is provided as an attachment to the solicitation.
3. Price Proposal (Appendix A) sections are as follows:
 - A. **Existing Services** – Offerors are to provide the following:
 - Proposed AFP/Service Code;
 - Unit Pricing; and
 - Total amount.
 - B. **Additional Fees/Current Services** – Offerors are to list any additional fees or charges necessary to provide the services identified in the existing service section. Under the column heading “Service Definition,” include how fees are to be assessed.
 - C. **Additional Fees/New Services and Equipment** – Offerors are to provide pricing for proposed enhancements or additional services and/or equipment that are not included elsewhere. Offerors can provide additional items not listed but recommended as part of their solution. Under the column heading “Service Definition,” include how fees are to be assessed.
4. An individual who is authorized to bind the Offeror to the fees must sign the Price Proposal (Appendix A). The selected Offeror may not charge any fees not included in its price proposal.
5. It is imperative that the Price Proposal (Appendix A), is completed accurately, as well as any Price Supplement containing any additional fees, if any. Any incorrect entries or inaccurate price by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12.

APPENDIX A – PRICE - DEPOSITORY SERVICES

Request for Proposals for Depository Banking Services

RFP #: DEP-06132018

(Firm Name)

(Address)

A. **Existing Services** - The following schedule shows average projected monthly volumes. Include the Proposed AFP/Service Code for each applicable service requested along with unit pricing and total pricing.

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
10000		ACCOUNT MAINTENANCE	per month	The per account monthly service charge for maintaining an analyzed account.	5		
10000		DEPOSITORY+ SUB ACCT MAINT	per acct/mo	The monthly charge for maintaining the customer-defined identification number for a Depository+ subsidiary account, attaching that number to each transaction prior to reporting it and rolling transaction information to the master account.	104		
10000		REMOTE DEP-ACCOUNT MAINTENANCE	per account	Monthly maintenance fee.	15		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
10000		TFR MASTER ACCT MAINT	per month	Charge for maintenance of a parent concentration account, established at the top of a TFR relationship.	1		
10000		TFR SUBSIDIARY ACCT MAINT	per acct/mo	Charge for a deposit account to which internal and external transactions are posted.	1		
10100		DEBITS POSTED-ELECTRONIC	per item	Per item charge associated with the posting of a miscellaneous electronic debit item against a depositor's account.	405		
10100		DEBITS POSTED-OTHER	per item	Fee to post paper debit transactions with the exception of checks.	60		
10101		CREDITS POSTED-ELECTRONIC	per item	Per item charge associated with the posting of a miscellaneous electronic credit item against a depositor's account.	143,856		
10101		CREDITS POSTED-OTHER	per item	Charge associated with the posting of non-electronic credits to a DDA account (including check deposits, cash deposits, service chargeable credit memos, etc.).	1		
10306		WEB BASED DDA STMT PER ACCT	per acct/mo	Charge for providing a DDA statement via network (e.g., Internet or VAN). The statement may be provided daily, weekly, or monthly.	12		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
10310		ADDITIONAL STATEMENTS	per item	Charge for providing a hard copy (paper) DDA statement. The statement may be provided daily, weekly or monthly. Client charged for anything over one statement per month.	0		
10310		DEPOSIT ACCT STATEMENTS	per statement	The per statement charge for any scheduled statement more than one per month for customers.	148		
10320		STATEMENT COPY	per statement	The per item charge for providing a photocopy of a client's DDA statement upon request.	1		
10600		CUSTOMER SERVICE TRANSACTION HISTORY	per acct/mo	Per call fee for Client Services to provide information on an individual transaction.	6		
10610		IMAGE REQUEST-VRU	per request	This is a retrieval fee for accessing an image of a document for a client when the client makes a request via the voice response unit.	0		
10709		ICL SET UP AND TESTING	one time		0		
19999		RDSOL-ITEM STORAGE	per item	Online item storage fee.	1,799,185		
19999		MED VOLUME SCANNER MAINT	per scanner/mo.		57		
19999		HIGH VOLUME SCANNER	per scanner/mo.		16		
19999		REMOTE DEP CK IMAGE PROCESSING	per item	Processing fee per item.	37,949		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
100000		BANKING CENTER DEPOSIT	per deposit	The fee for presenting a deposit to a teller in a banking center for credit to the account and immediate verification of the cash portion of the deposit. This fee is applied per deposit.	2,787		
100007		QBD/NIGHT DROP DEPOSIT	per deposit	The fee for giving conditional credit for a deposit delivered to a banking center. The deposit is credited under the condition that the declared cash amount is equal to the actual cash counted. The fee is applied per deposit.	313		
10001A		CURR/COIN DEP/\$100-QBD-ND	per \$100	The fee for counting the cash portion of a post-verified deposit delivered to a banking center. Cash in a post-verified deposit is counted after the deposit is processed for credit to the account. This fee is applied to each \$100 cash deposited.	3,688		
10001Z		CURR/COIN DEP/\$100-BKG CTR	per \$100	The fee for processing the cash portion of a deposit delivered directly to a banking center. The fee is applied to each \$100 of cash deposited.	22,011		
100040		CHANGE ORDER BKG CTR	per order	The fee for receiving and processing a request for coin and/or currency in a banking center or Automated Business Center. The fee is applied per each change order processed.	43		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
100044		COIN SUPP/ROLL-BKG CTR	per roll	The fee for supplying rolls of coin from a banking center or Automated Business Center. The fee is applied per each roll supplied.	160		
100044		COIN SUPP/ROLL-BOX BKG CTR	per roll	The fee for supplying a standard box of rolled coin from a banking center. A standard box may contain 25 or 50 rolls, depending on denomination requested. The fee is applied per roll contained in box(es) requested.	8		
100049		CURR SUPP/\$100- BKG CTR	per \$100	The fee for providing currency requested from the banking center or Automated Business Center. The fee is applied to each \$100 requested.	272		
100100		BANK BY MAIL DEPOSIT	per deposit	The fee for processing deposits received by US mail. The fee is applied per deposit received in the Bank by Mail Department.	0		
100100		ITEM PROCESSING DEPOSIT	per deposit	Transactional charge for credits received in Proof or Items Processing (IP). This charge may occur when the batch header for a banking center deposit (OTC or QBD) is separated from the work in the Proof area and a proof batch header is substituted.	0		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
100100		VAULT DEPOSIT	per deposit	Per deposit fee for processing a deposit delivered to a vault processed before daily cut-off to obtain same day credit. Also applies to deposits made in an Automated Business Center & safe drop deposit facilities in certain banking centers delivered directly to cash vault.	9,869		
100106		DEP CONDITIONING-SURCHG-VAULT	per deposit		121		
100111		COIN DEPOSIT-NON STD BAG-VLT	per bag	The fee to deposit bags of loose coin in less than Federal Reserve standard amounts or mixed denomination delivered directly to a cash vault. This fee is applied per bag in addition to per \$100 charge.	335		
100113		COIN DEPOSIT-STD BAG-VLT	per bag	The fee to deposit bags of loose coin sorted by denomination in Federal Reserve standard amounts delivered directly to a cash vault. This fee is applied per bag in addition to the per \$100 charge.	437		
10011Z		CURR/COIN DEP/\$100-VLT	per \$100	The fee for processing the cash portion of a deposit delivered directly to cash vault by client's armored carrier. The fee is applied to each \$100 of cash deposited.	109,150		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
100142		CHANGE ORDER-AUTO-VLT	per order	The fee for receiving and processing a request for coin and/or currency in a Compass cash vault received via an automated channel. This fee is applied for each change order processed. Also refer to 'Change Order Vault' and Change Order-Auto-EVS.	58		
100144		COIN SUPPLIED/ROLL-VLT	per roll	The fee for supplying rolls of coin from a cash vault. The fee is applied per roll supplied.	166		
100146		COIN SUPP/ROLL-BOX-VLT	per roll	The fee for supplying a standard box of rolled coin from a cash vault. A standard box may contain 25 or 50 rolls, depending on denomination requested. The fee is applied per roll contained in box(es) supplied.	2,592		
100147		COIN SUPPLIED-STD BAG-VLT	Per bag	The fee for supplying a standard bag of loose coin from a cash vault. The fee is applied per bag(s) supplied.	85		
100148		CURRENCY SUPP/\$100-NONSTD-VLT	per \$100	The fee for supplying currency in non-standard strap amounts (i.e., less than 100 notes of the same denomination) from a cash vault. The fee is applied to each \$100 supplied.	590		
10014A		CURRENCY SUPP/\$100-STD-VLT	per \$100	The fee for supplying currency in standard strap amounts (i.e., 100 notes of the same denomination) from a cash vault. The fee is applied to each \$100 supplied.	432		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
100200		IMAGE DEPOSIT/CHECK DEP ICL OR RDSO	per item	Receipt of a transmission which contains a deposit of an image cash letter.	1,546		
100200		TRANSIT ITEMS>=TO \$10M	per item	Transactional surcharge for large dollar items over \$10,000,000 that incur an FRB (Federal Reserve Bank) sur-charge.X103.	1		
100200		CHECK DEPOSIT PAPER	per item	Transactional charge for credits received in proof or items processing (IP). This charge may occur when the batch header for a banking center deposit (OTC or QBD) is separated from the work in the proof area and a proof batch header is substituted.	5		
100209		TRANSMISSION MAINTENANCE	per account	Flat monthly maintenance charge for maintaining client's data on our Image Cash Letter System, charged per customer; includes unlimited transmissions.	2		
10021Z		CKS DEP PRE-ENCODED ITEMS	per item	Transactional charge for processing pre-encoded checks.	33,724		
100229		IRD DEPOSITED ITEMS	per item	Bundled pricing for items cleared via IRD	36		
100229		IRD DEPOSITED ITEMS-ICL	per item	Bundled pricing for items cleared via IRD.	47		
100229		IMAGE DEPOSITED ITEMS-ICL	per item	Bundled pricing for items cleared via image exchange.	119,971		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
100229		IRD DEPOSITED ITEMS-RDSO	per item	Bundled price for items cleared as image replacement documents via RDSO.	10		
100229		IMAGE DEPOSITED ITEMS-RDSO	per item	Bundled price for items cleared as images via RDSO.	36,603		
10022Z		CKS DEP UN-ENCODED ITEMS	per item	Transactional charge for processing unencoded checks.	162,822		
100230		CKS DEP REJECTS	per item	Transactional charge for deposited items requiring special handling as rejects from the depositor's automated process. Charge is bundled priced for low speed processing.	0		
100310		CKS DEPOSITED FOREIGN ITEMS	per item	Deposit items drawn on as foreign bank charged per item.	31		
100400		RETURNS-CHARGEBACK	per item	Per item charge for a deposited check which is returned by the payer bank and debited back to the depositor's account.	798		
100401		RETURNS-ALTERNATE ADDRESS SVCS	per month	Monthly fee assessed for mailing the advice and returned item to an address different from the statement mailing address.	9		
100401		RETURNS-DUPLICATE ADVICE	per month	Monthly fee for sending duplicate copies of the returned item advices to a different address than the statement address.	1		
100401		RET ITEM OTHER SPECIAL INST	per month	Monthly fee for special instructions	10		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
100401		RETURNS-MAKER REQUIRED SERVICE	per month	Monthly fee for adding name for the writer of checks on advices.	0		
100401		RETURNS-STORE PROCESSING	per item	Items are reported on advices broken down by individual store numbers and are reporting to a single account.	1		
100401		RETURNS-STORE PROCESSING SRVS	per month	Monthly fee for items which are reported on advices broken down by individual store numbers and are reporting to a single account.	1		
100402		RETURNS-RECLEAR	per item	The charge for redepositing an item which has been returned by the payer bank to the depositor's account. A per item charge.	807		
100402		RETURNS-RECLEAR SERVICES	per month	The monthly fee for redepositing an item which has been returned by the payer bank to the depositor's account.	87		
100420		FAX NOTIFICATION-DCN-VLT	per DCN fax	Volume tracking only service code. Displays the volume of deposit corrections sent to the client via fax. No fee	180		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
100501		DEPOSIT CORRECTION-CASH	per correction	The fee for a discrepancy found between client's declared amount of cash deposited and the amount actually verified by bank. Charge applies to all cash vault and banking center cash deposits and is applied per deposit requiring adjustment. Also applied for a missing deposit ticket.	45		
100502		DEPOSIT CORRECTION-NON-CASH	per correction	Charge for processing a debit or credit adjustment to an account resulting from an inaccurate check amount recorded on a deposit slip.	106		
100502		DEPOSIT CORRECTION-RDS	per item	Charge for any adjustments made to an incoming image deposit.	5		
100540		DUP DEP CORRECTION NOTICE	per correction	The fee for issuing a duplicate copy of a Deposit Correction Notice.	9		
100600		DEPOSIT RECON MAINTENANCE	per month	Per reconciliation charge for providing a deposit reconciliation for clients with several locations depositing into a single account. Deposit detail by location or division is reported to the client. Location/division identification numbers encoded on the MICR line of deposit tickets are captured and displayed on the deposit recon reports.	105		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
100610		DEPOSIT RECON PER ITEM	per item	Per item charge for providing a deposit reconciliation for clients with several locations depositing into a single account.	316,766		
100701		ARP DEP REC OUTPUT-TRANSM	per transmission	The price for transmitting a deposit reconciliation report to the customer or the customer's agent.	100		
109999		NON STD BAG SURCHARGE-BKG CTR	per bag	Per bag fee for deposits intended for post-verification, delivered in non-std QBD bag. Includes deposits not presented directly to a teller, are usually made by night drop or delivered to the banking center by a courier on the customer's behalf.	441		
109999		FAX NOTIFICATION-RECEIPT-VLT	per receipt fax	Volume tracking only service code. Displays the volume of receipts sent to the client by fax. No fee.	51		
109999		MAIL NOTIFICATION - RECEIPT-VLT	per notice	The fee for mailing deposit receipts to the client. This fee is applied for each receipt mailed.	423		
109999		MAIL NOTIFICATION-DCN-VLT	per notice	The fee for mailing deposit correction notices to the client. This fee is applied for each notice mailed.	0		
150102		GEN DISB CKS PD-IS FRONT IMG	per check	The General Disbursement per item checks paid charge for receiving front images only of paid checks via Image Statement.	9		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
150420		STOP PAY MANUAL	per item	Charge for issuing an order by telephone, fax or other manual means to stop an item from posting to an account.	0		
150500		NONRELATIONSHIP CUST CK CASHED	per item	A fee assessed for cashing non-client checks in banking centers. The business client has opted to pay the fee for all non-client payees.	2		
150511		CASHIER CHECKS/OFFICIAL CHECKS	per item	Per item charge for bank to generate a cashier's check on behalf of our clients.	0		
151342		CHECK COPY	per copy	The per item charge for photocopying checks processed on a truncated (account for which a client does not receive his processed checks with his statement) DDA account.	24		
151351		IMAGE RETRIEVAL	per item	A per item charge for each time a user views an image on our web based system.	0		
151399		IMAGE ARCHIVE-180 DAYS	per item	The per item fee associated with the capture, storage, and access to presented imaged items for 180 days.	51		
151399		IMAGE ARCHIVE-90 DAYS	per item	The per item fee associated with the capture, storage, and access to presented imaged items for 90 days.	14,691		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
151399		IMAGE MAINTENANCE	per acct/mo	The monthly maintenance fee for image access via web based system. This fee is assessed on each account, and recalculated for group level pricing on Account Analysis.	106		
200020		ARP PARTIAL MAINT-PAPER RPTS	per month	Per reconciliation charge for providing a partial reconciliation in which the Bank provides the client with paid data on a variety of output media.	1		
200020		ARP PARTIAL MAINT-PAPER SUPP	per acct/cycle	Monthly maintenance for the partial reconciliation service where the client does not receive the hardcopy reports.	0		
200120		ARP PARTIAL PER PAID ITEM	per item	The per item charge (paid item) for providing the Partial Reconciliation service.	9		
200401		ARP SUB-ACCOUNTING	per account	Monthly maintenance fee for providing sub accounting (high order prefix) for full and partial reconciliation services.	2		
250000		ACH MONTHLY MAINTENANCE	per month	Monthly fee to maintain a company ID on the ACH system.	43		
250100		ACH OFF US DEBITS	per item	Per item fee to originate an ACH item which is destined for an account holder at another financial institution.	159,479		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
250100		ACH ON US DEBITS	per item	Per item fee to originate an ACH item which is destined for another account holder at our bank.	36,636		
250101		ACH OFF US CREDITS	per item	Per item fee to originate an ACH item which is destined for an account holder at another financial institution.	785		
250101		ACH ON US CREDITS	per item	Per item fee to originate an ACH item which is destined for another account holder at our bank.	4,220		
250120		ACH ORIGINATED ADDENDA	per item	The charge per addenda record ('7' record) accompanying an ACH transaction on an origination file.	6,277		
250200		ACH DEBIT RECEIVED ITEM	per item	Per item fee to receive an ACH debit item which was originated by another bank or bank account holder.	0		
250201		ACH CREDIT RECEIVED ITEM	per item	Per item fee, charged by ACH, for an ACH received credit. This fee is in addition to the per item fee the client receives from the posting of an electronic item to their DDA account.	0		
250302		ACH RETURN ITEM	per item	Per item fee to process an item returned by the receiving bank.	3,140		
250312		ACH UNAUTHORIZED ENTRY	per item	Fee for an ACH debit that is returned as unauthorized.	110		
250400		ACH OUTPUT-FILE	per month	Monthly charge to clients who are set up to receive notification of returned ACH items and NOC's via a NACHA formatted transmission file.	4		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
250501		ACH INPUT-FILE	per file transmission	Per file fee to process ACH entries that are delivered to our bank via a data transmission.	199		
250504		ACH INPUT-ECHANNEL	per file	Charge per ACH origination input of consumer transactions delivered via a bank provided Echannel service.	0		
250640		ACH DELETE/REVERSAL	per item	Per item charge to delete or reverse an ACH item previously originated by the client.	49		
250662		DELETE/REVERSAL BATCH/FILE	per batch	A per batch/file charge when a client sends a request to delete or reverse an entire batch or an entire file previously originated by the client.	3		
251000		ACH TRANSMISSION SETUP/TEST	each	One time charge for clients that send files via data transmission. This fee covers setup, testing and also applies to post-production testing if needed.	0		
251000		ACH SETUP	each	Onetime fee for the initial set up of a single company ID for a client to originate Ach	1		
251040		ACH INPUT-BATCH	per input	Charge per ACH origination input of consumer transactions delivered via an outside vendor.	1		
251050		ACH BLOCKS AUTH ADD-CHANGE	per add/change	The per set-up charge for adding or changing trading partner information.	0		
251050		ACH BLOCKS AUTH MAINTENANCE	per account	The charge to maintain blocks and filters information on the ACH systems.	4		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
250150		ACH BLOCKS AUTH INSTRUCTIONS	per instruction	A per instruction fee to house block or authorization instructions to block or allow selected ACH credits and/or debits to post to a corporate account.	22		
251070		ACH NOTIF OF CHANGE (NOC)	per item	Per item fee for an ACH Notification of Change (NOC) item sent by the receiver's financial institution to notify the originator of a correction that must be made when originating the item in the future.	2,131		
259999		ACH OPTIONAL RPTS-ELECTRONIC	per report	A per report charge to deliver optional ACH reports electronically. This includes web based transmissions and other electronic methods.	22		
259999		ACH OPTIONAL RPTS-FAX	per report	A per report charge to deliver optional ACH reports by fax.	0		
259999		ACH STANDARD REPORTS-FAX	per fax	A per report charge to deliver standard ACH reports by fax.	36		
259999		ACH STANDARD REPORTS-MAIL	per report	Per report charge for ACH reports requested by the client that are delivered via mail.	7		
259999		ACH STANDARD RPTS-ELECTRONIC	per report	A per report charge to deliver standard ACH reports electronically. This includes web based transmissions and other electronic methods.	639		
259999		RPO MAINTENANCE	per month	Monthly maintenance per client.	0		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
259999		RPO TRANSACTION PRICING	per item	The per transaction price to complete a payment through the Remote Payments Online payment engine.	0		
300100		GLOBAL ADVICE RECEIVING MAINT	per month	The fixed charge to maintain a customer on banks Global Advice system. If this service code is employed, no per kilo character charges are applicable.	1		
300522		GLOBAL ADVICE REC PER PAYMENT	per item	Processing charge to display each payment on Global Advice Account Receivable service.	75		
350000		WEB BASED GP MTHLY MAINT PREMIUM	per month	Charge for usage of global payments application when client setup with basic pricing package - 6 month data retention for reports.	1		
350000		WEB BASED GP CUST MNT TEMP STORAGE	per item	Number of electronic templates that are created and maintained by the client on the web based global payment services applications.	1		
350000		WEB BASED GPS CONFIRMS	per item		1		
350103		ELEC WIRE OUT-DOMESTIC	per wire	The per wire charge for an outgoing, electronically initiated, domestic wire being sent to a beneficiary at a bank in the U.S.	21		
350124		BOOK TRANSFER	per item		0		
350300		INCOMING DOMESTIC WIRE	per wire	The per wire charge to receive a Fedwire transfer that was sent from another US bank.	1,022		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
350310		INCOMING USD INTL WIRE-CHG BEN	per wire	Per transaction charge for an incoming wire received from a foreign bank crediting an account at our bank because the sending bank instructs correspondent banks to collect charges from the beneficiary. Correspondent banks may deduct their fees from principal amount of the wire as it is processed; the incoming wire fee is waived.	12		
350310		INCOMING USD INTL WIRE	per wire	The per credit charge associated with posting incoming international wires to a customer's account.	1		
350310		INCOMING USD INTL WIRE-CHG OUR	per wire	Per transaction charge for a payment received from a foreign bank to credit an account. The sender has requested that all charges be assessed to them and the beneficiary is not charged (no deduction from principal amt of wire, no incoming wire fee).	14		
350310		INCOMING FX INTL WIRE	per wire	The per transaction charge for a foreign currency payment received from a foreign bank where the sending bank does not stipulate how fees should be collected.	2		
350310		INCOMING FX INTL WIRE-CHG BEN	per wire		0		
350310		INCOMING FX INTL-CHG OUR	per wire		1		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
350310		INCOMING USD INTL WIRE-CHG BEN	per wire	Per transaction charge for an incoming wire received from a foreign bank crediting an account. (Note: Because the sending bank instructs correspondent banks to collect charges from the beneficiary, correspondent banks may deduct their fees from principal amount of the wire as it is processed.	0		
350320		BOOK CREDIT	per wire	The per wire charge to process a transfer received from a customer's account to another customers account at our bank.	100		
350412		WIRE ADVICE-MAIL	per advice	The per mail advice charge for a notification by mail of a wire transfer debiting and/or crediting their account.	132		
350550		PHN WIRE REPT TEMPLATE STORAGE	per wire	Fee for each payment template stored on the wire system.	2		
350551		ELEC WIRE BK MNT TEMP	per template	The per template charge for repetitive wire templates that are maintained by customers and stored on our systems.	0		
350560		DOMESTIC WIRE INVESTIGATION	per wire	Per investigation charge for a client requested administrative message which amends, traces, or recalls a wire transfer whose beneficiary is at a bank in the U.S. Includes the charge for Wire Transfer Services to return funds at the request of the client.	2		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
350560		INTL WIRE INVESTIGATION	per wire		2		
359999		WIRE MODULE MAINTENANCE SVCS	per month	Monthly maintenance fee charged per web based billing ID for clients utilizing payments initiation services.	0		
359999		MANUAL ACCT TRANSFERS	per transfer	The charge to initiate a transfer between two bank accounts for the same customer.	4		
400001		WEB BASED REPORTING SYSTEM PREVIOUS DAY MAX ITEM	per item	A per item charge for each previous day detail item stored on the based system for the maximum of 60 calendar day retention period for a domestic account.	0		
400050		WEB BASED REPORTING SYSTEM PREVIOUS DAY ACCT	per account/per month	A monthly maintenance fee charged for each domestic account set up on web based system for previous day information reporting.	0		
400051		WEB BASED REPORTING SYSTEM PREVIOUS DAY EXT ITEM	per item	A per item charge for each previous day detail item stored on web based system for the extended 45 calendar day retention period for a domestic account.	0		
400051		WEB BASED REPORTING SYSTEM PREVIOUS DAY STD ITEM	per item	A per item charge for each previous day detail item stored on web based system for the standard 10 calendar day retention period for a domestic account.	0		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
400052		WEB BASED PREM PDR ACCOUNT	per account	A monthly maintenance fee charged for each account set up on web based system for prior day information reporting.	78		
400054		WEB BASED REPORTING SYSTEM CURRENT DAY STD ITEM	per item	A per item charge for each current day detail item stored on web based system for the standard 10 calendar day retention period for a domestic account.	0		
400055		WEB BASED PREM CDR ACCOUNT	per account	A monthly maintenance fee charged for each account set up on web based system for current day information reporting.	104		
400110		MAINFRAME TRANS-PDR ACCT	per account	A per account charge for providing previous day reporting of balance and/or detail information via the Machine-to-Machine (M2M) transmission service.	1		
400110		MAINFRAME TRANS-PDR ITEM	per item	A per item charge for each previous day detail item stored for subsequent reporting via the Machine-to-Machine (M2M) transmission service.	178,006		
400272		WEB BASED PREM PDR ITM STORED 12 MTH	per item	Per item charge for summary & detail items (loaded one time) - 12 month storage.	371,279		
400275		WEB BASED PREM CDR ITEM	per item	Per item charge for summary & detail items (loaded one time).	13,221		

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total	
400299		WEB BASED PREM EMAIL SCHEDULED	per email	Charge for each scheduled email of report sent when using scheduled email feature for PDR or CDR reports. Multiple e-mail addresses permitted.	508			
400299		WEB BASED SUBSCRIPTION	per account	Charged if client is using one or more treasury apps.	52			
400299		WEB BASED PRE IR MAINTENANCE	per account	Information reporting maintenance per account per month.	52			
400340		WEB BASED PREM IMAGE ACCESS	per item		785			
400340		WEB BASED PREM INFO DETAIL	per item		31			
400340		WEB BASED PREM RESEARCH ITEM	per item	Charge when using IR research module. Results of search query are charged per item retrieved.	3,492			
450020		AUTO PUBLIC FUND REPO INVEST	per month	The monthly fee charged for the use of the Public Fund Repo Sweep service. This fee also applied to the Mast Account in a Multi- Account Public Fund Report Sweep relationship.	0			
Subtotal of Existing AFP Codes to Support Existing Services							\$	-
<i>B. ADDITIONAL FEES/CURRENT SERVICES: If there are additional fees or charges necessary to provide the services identified above, list them below using this template format. In the service description column include a description of how the fees are assessed.</i>								
Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total	

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
N/A							
N/A							
N/A							
N/A							
N/A							
Subtotal of Additional AFP Codes to Support Existing Services							\$ -

Total Monthly Charges for Existing Services	\$ -
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C. ADDITIONAL FEES/NEW SERVICES AND EQUIPMENT: Provide pricing for proposed enhancements or additional services and/or equipment that are not included elsewhere as listed below. Include additional items not listed but recommended as part of your solution. In the service description column include a description of how the fees are assessed.

Current AFP Code	Proposed AFP/Service Code	Service Description	Frequency	Service Definition	Average Monthly Volume	Unit Pricing	Total
N/A		Armored Courier Fees					
N/A		Deposit Supplies (deposit tickets, bags, endorsement stamps, etc...)	Per Item				
N/A		Currency Recycling Equipment	Per Equipment				
N/A		Currency Recycling Service Fees	Per Equipment				

N/A		Cash Vault Equipment	Per Equipment					
N/A		Cash Vault Service Fees	Per Equipment					
N/A		Agency Sub Account Fees	Per Account					
N/A		Same Day ACH Credit Received	Per item					
N/A		Same Day ACH Debit Received	Per item					
N/A		Same Day ACH Entry Fee	Per item					
N/A		Return Item Transmission	Per item					
N/A								
N/A								
N/A								
N/A								
Total Monthly Costs for New Services and Equipment							\$	-

Proposed Earnings Credit Rate: If the State elects to utilize this option.

0%

In compliance with the RFP and with all terms and conditions set forth therein, the undersigned represents that he/she has full authority to submit the above Price Proposal and any attached Price Supplement.

Firm Name:

Authorized Official:

Typed name:

Title:

Date:

APPENDIX B
(To be submitted with Technical Proposal)
BID/PROPOSAL 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 REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

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

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/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/proposal is submitted.

II. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
 - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

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

I FURTHER AFFIRM THAT:

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

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit

commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

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

O. 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/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.

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
Printed Name of Authorized Representative and Affiant

Title: _____

Date: _____

APPENDIX C
Living Wage Requirements for Service Contracts

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

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

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

Contract No. DEP-06132018

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

- B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)
- All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;
 - All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
 - All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative

Title: _____

Date: _____

Witness Name (Typed or Printed)

Witness Signature

Date

APPENDIX E

**CONTRACT
FOR
DEPOSITORY BANKING SERVICES**

BETWEEN

MARYLAND STATE TREASURER'S OFFICE

AND

CONTRACT

THIS CONTRACT (the “Contract”) is made as of the __ day of _____, 20__, by and between [NAME AND ADDRESS] (the “Contractor”), and the **MARYLAND STATE TREASURER’S OFFICE**, 80 Calvert Street, Annapolis, Maryland 21401 (the “Office”), offices of the **STATE OF MARYLAND** (the “State”).

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

ARTICLE I - SCOPE OF SERVICES

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

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

- Exhibit The Office’s Request for Proposals (“RFP”) for Depository Banking Services, RFP #DEP-06132018 dated ____;
- Exhibit The Office’s Pre-proposal Summary and Questions and Answers dated ____;
- Exhibit Contractor’s Technical Proposal dated ____;
- Exhibit Contractor’s Price Proposal dated ____;
- Exhibit Contractor’s Presentation dated ____;
- Exhibit Collateral Security Agreement dated ____;
- Exhibit Designation of Depository dated ____;
- Exhibit Bid/Proposal Affidavit, Living Wage Affidavit, Contract Affidavit as dated; and
- Exhibit Contractor’s “Bank Operating Documents,” dated ____.

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

1.3 The Procurement Officer unilaterally may, at any time, make changes in the work within the general scope of the Contract by written order designated or indicated to be a change order. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if

asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under Section 4.5. Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

ARTICLE II - TERM

- 2.1. The initial term of this Contract shall be for the period beginning October 1, 2018 and ending September 30, 2023.
- 2.2. In addition there shall be two additional two-year renewal options, which may be exercised at the sole discretion of the Treasurer or the Treasurer's designee.
- 2.3. After the end of the Contract term, should a new contract be awarded to a contractor other than the incumbent, the Contract shall be deemed to be extended, Contractor shall continue to perform Contract services, and Contractor shall continue to receive the compensation specified in the Contract for such services, until such time as the transition to the new contractor is complete. Contractor shall cooperate and the Office during any transition period to a new contractor and provide all necessary information and data to any subsequent contractor.
- 2.4. The provisions of Sections 4.1 (Liability), 4.5 (Disputes), 4.6 (Maryland Law Prevails), 4.21 (Retention of Records/Audit), 4.25 (Ownership of Documents and Materials), and 4.26 (Patents, Copyrights and Trade Secrets) of this Contract shall survive termination of this Contract for any reason.

ARTICLE III - CONSIDERATION, PAYMENT AND PERFORMANCE

- 3.1. Contractor shall charge only the fees as set forth in Contractor's Price Proposal [BAFO] as attached hereto as Exhibit ___. These fees shall not be adjusted during the first three years of the initial five-year term of this Contract. Price adjustments will be permitted to reflect the Consumer Price Index based on the end of the third year of the initial contract period and upon subsequent renewal option periods. The CPI adjustment is not cumulative.
- 3.2. Payments to the Contractor may be withheld, without interest or penalty, when in the sole discretion of the State Treasurer, the Contractor's performance of any of the services under this Contract is unsatisfactory, or does not meet generally accepted industry standards. Notice of such withholding of payment and the reasons therefore shall be promptly provided to the Contractor, who shall be afforded an opportunity to cure any performance deficiencies.

3.3. All invoices for goods and services shall be submitted to:

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

3.4 Invoices must be submitted either:

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

3.5 Except as provided in Section 3.2 above, payments to the Contractor pursuant to this Contract will be made no later than 30 days after receipt by the Office of a proper invoice from the Contractor. Each invoice for services rendered must reflect the Contractor's federal tax identification number, which is _____, and shall clearly indicate the specific type of service provided. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

ARTICLE IV – GENERAL CONDITIONS

4.1. Liability

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

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

The Contractor agrees to maintain adequate insurance coverage in order to fulfill its responsibilities under this section.

4.2. Tax Exemption

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

4.3. Subcontracting; Assignment

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

4.4. Non-Hiring of Officials and Employees

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

4.5. Disputes

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

4.6. Maryland Law Prevails

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

4.7. Amendments

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

4.8. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (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.

4.9. Commercial Nondiscrimination Clause

- 4.9.1. As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 4.9.2. As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor

understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

4.10. Contingent Fee Prohibition

The Contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect, or engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

4.11. Living Wage Requirements

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

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$13.79 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total Contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$10.36 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

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

4.12. Multi-Year Contracts Contingent upon Appropriations

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

4.13. Termination for Default

If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractors fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

4.14. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

4.15. Delays and Extensions of Time

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

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

4.16. Variations in Estimated Quantities

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

4.17. Suspension of Work

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

4.18. Pre-Existing Regulations

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

4.19. Financial Disclosure

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

4.20. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract 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 contribution 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. Additional information is available on the State Board of Election website: http://www.elections.state.md.us/campaign_finance/index.html.

4.21. Retention of Records/Audit

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

4.22. Compliance with Laws

The Contractor hereby represents and warrants that:

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

4.23. Liability for Loss of Data

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

4.24. Cost and Price Certification

- 4.24.1. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
 - (1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or
 - (2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.
- 4.24.2. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases

occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

4.25. Ownership of Documents and Materials

The Contractor agrees that all documents and materials including, but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanical, artwork, and computations prepared by or for it under the terms of this Contract shall at any time during the performance of the services be made available to the State upon request by the State and shall become and remain the exclusive property of the State upon termination or completion of the services. The State shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by this Contract. The State shall be the owner for purposes of copyright, patent or trademark registration.

4.26. Patents, Copyrights and Trade Secrets

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

4.26.2. Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the State due to such infringement and all attorney fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 4.26.3. below.

4.26.3. If any product(s) furnished by Contractor become, or in Contractor's opinion are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the State the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item's specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.

4.27. Confidentiality

To the extent permitted by Maryland law, including the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law and the

ARTICLE VII - REPRESENTATIONS

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

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

ATTEST:

[CONTRACTOR'S LEGAL NAME]

By: _____
[Signatory]
[Title]

WITNESS:

MARYLAND STATE TREASURER'S OFFICE

By: _____
Nancy K. Kopp
State Treasurer

WITNESS:

By: _____
Bernadette T. Benik
Chief Deputy Treasurer

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

David P. Chaisson
Assistant Attorney General

APPENDIX F

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

and is registered or qualified as required under Maryland Law.

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

Name and Department ID

Number: _____

Address: _____

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

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, 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: (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 bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or

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

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

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

(4) I acknowledge and agree that:

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

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
Printed Name of Authorized Representative and Affiant

Title: _____

Date: _____

APPENDIX G

COLLATERAL SECURITY AGREEMENT

THIS COLLATERAL SECURITY AGREEMENT (the "Agreement") is made and entered into as of _____ by and between the Maryland State Treasurer's Office, on behalf of the _____ (the "_____") hereinafter called the "Depositor", and _____ [a national banking association, organized under the laws of the United States] or [organized under the laws of Maryland] and authorized by law to do banking business in the State of Maryland, hereinafter called the "bank."

Background

The Depositor, in accordance with Maryland State law, has designated the Bank as a depository for public funds of the Depositor under the Depository Banking Services Contract dated _____, 20___. During the term of this Agreement, the Depositor will designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of the Depositor in any and all matters of every kind arising under this Agreement. This Agreement incorporates the terms of the Contract by reference for all purposes; however, to the extent that any provision in the Contract conflicts with any provision in this Agreement, this Agreement will control. All funds on deposit with the Bank to the credit of the Depositor are required to be secured by collateral of the kind and character permitted by §6-202 of the State Finance and Procurement Article of the Annotated Code of Maryland, as may be amended from time to time ("SFP §6-202").

Under §6-209 of the State Finance and Procurement Article of the Annotated Code of Maryland, as may be amended from time to time ("SFP §6-209"), only certain collateral pledged by the Bank is required to be held by a custodian. For purposes of this Agreement, permissible collateral under SFP §6-202 shall be referred to as "Collateral" and any Collateral that is required to be held by a custodian under SFP §6-209 shall be referred to as "Securities Collateral."

To perfect the security interest of the Depositor in Securities Collateral pledged by the Bank, a Federal Reserve Bank or a third party financial institution, acceptable to the Depositor, will hold the Securities Collateral in a custody account for the benefit of the Depositor. For purposes of this Agreement, such Federal Reserve Bank or third party financial institution shall be referred to as the "Trustee."

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

1. Under the terms of this Agreement, the Bank pledges to the Depositor, and grants to the Depositor a security interest in, the Securities Collateral owned by the Bank

and held by the Trustee for the benefit of the Depositor, to secure the deposits held by the Bank for the Depositor as provided in SFP §6-209.

2. The total market value of the Securities Collateral held by the Trustee (which includes accrued interest or income to the extent it is not included in the market price) will be in an amount at least equal to such amount as is required under SFP §6-209, taking into account any other acceptable Collateral properly delivered to the Depositor. The market value of any security held as Securities Collateral will be obtained from a primary dealer. The Bank will provide a monthly collateral report to the Depositor at no charge. The report includes the market value and description of each item of Collateral pledged as of the last business day of the month.
3. The Bank has previously or will immediately deliver to the Trustee Securities Collateral of the kind and character permitted by SFP §6-202 of sufficient amount and market value to provide adequate collateral under SFP §6-209, taking into consideration any other acceptable Collateral properly delivered to the Depositor, for the funds of the Depositor deposited with the Bank. For so long as the depository relationship between the Depositor and the Bank shall exist hereunder, the Securities Collateral or substitute Securities Collateral, as provided for below, in an amount and market value sufficient to provide adequate Collateral, taking into consideration any other acceptable Collateral properly delivered to the Depositor, shall be kept and retained by the Trustee in trust.
4. The Bank shall cause the Trustee to accept the Securities Collateral and hold the same in trust for the purpose stated in this Agreement.
5. Except in the case where Bank is deemed to be insolvent or in receivership, should the Bank fail at any time to pay and satisfy, when due, any check, draft, voucher or electronic fund transfer lawfully drawn against any deposit, or in any manner breaches its contract with the Depositor, Depositor shall give written notice of such failure or breach to the Bank, and the Bank shall have forty-eight (48) hours to cure such failure or breach. In the event the Bank shall fail to cure such failure or breach within forty-eight (48) hours, it shall be the duty of the Trustee, upon demand of the Depositor (supported by proper evidence of any of the above-listed circumstances), to surrender the Securities Collateral to the Depositor. In the event that bank is deemed insolvent or is in receivership, it shall be the duty of the Trustee, upon demand of the Depositor to surrender the Securities Collateral to the Depositor. The Depositor may sell all or any part of the Securities Collateral and out of the proceeds of such sale pay the Depositor all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency, or sale. Following any sale, the Depositor shall provide an accounting to the Bank for the remainder, if any, of the proceeds or Collateral remaining unsold.

6. Any sale of all or part of the Securities Collateral, made by the Depositor under this Agreement may be either at public or private sale.
7. If the Bank shall desire to sell or otherwise dispose of all or part of the Securities Collateral deposited with the Trustee, it may substitute other Securities Collateral of at least the same market value. Alternatively, the Bank may substitute other acceptable Collateral properly delivered to the Depositor in an amount equal to the market value of the Securities Collateral to be sold or otherwise disposed of. Such rights of substitution shall remain in full force and may be exercised by the Bank as often as it may desire; provided, however, that the aggregate market value of all Collateral pledged to the Depositor, shall be at least equal to the amount of Collateral required under SFP §6-209. If at any time, the aggregate market value of Securities Collateral deposited with the Trustee, taken together with any other acceptable Collateral properly delivered to the Depositor, is less than the total amount required under SFP §6-209, the Bank shall, upon request of the Depositor, deposit with the Trustee such additional Securities Collateral as may be necessary to cause the market value of such Securities Collateral, taken together with any other acceptable Collateral properly delivered to the Depositor, to equal the total amount of required Collateral. The Bank shall be entitled to income on securities held by the Trustee, and the Trustee may dispose of such income as directed by the Bank without approval of the Depositor.
8. The Bank shall cause the Trustee promptly to forward to the Depositor copies of safekeeping or trust receipts and/or activity reports covering all of the Collateral, including substitute Collateral as provided for herein.
9. If at any time the Securities Collateral in the hands of the Trustee shall have a market value, taking into account any other acceptable Collateral properly delivered to the Depositor, that exceeds the required amount of Securities Collateral, the Depositor shall authorize the withdrawal of a specified amount of Securities Collateral, and the Trustee may deliver this amount of Securities Collateral (and no more) to the Bank. Once the Bank receives the redelivered Securities Collateral, the Trustee shall have no further liability for such Securities Collateral.
10. The Depositor shall have the right to terminate this Agreement by advance written notice to the Bank of its election to do so. Termination of this Agreement shall be effective sixty days after the receipt of such notice, provided all provisions of this Agreement have been fulfilled, or upon the date of the last act required by this Agreement, whichever is later.
11. When the depositor-bank relationship ceases to exist between the Depositor and the Bank, and when the Bank has properly paid out all deposits of the Depositor, the Depositor shall give the Trustee written notice to that effect and the Trustee shall, with the approval of the Depositor, redeliver to the Bank all Securities Collateral then in its possession belonging to the Bank.

12. A. Any notice required to be given to the Bank in writing shall be sufficient if delivered to the following address:

The Bank may change the above address by notifying the Depositor by facsimile or by such other means as is consistent with the Bank's usual means of notification to the Depositor.

- B. Any notice to be given to the Depositor shall be sufficient if delivered to the following address:

Maryland State Treasurer's Office
Attn: Director of Treasury Management
80 Calvert Street
Annapolis, Maryland 21401
Tel: (410)260-7129 – Fax: (410)974-2076

The Depositor may change the above address by notifying the Bank by facsimile or by such other means as is consistent with the Depositor's usual means of notification to the Bank.

13. This Agreement shall be binding upon, and shall insure to the benefit of, the parties hereto and their respective corporate successors.
14. No amendments or modification of this Agreement or waiver of any right under this Agreement shall be binding on any party unless it is in writing and is signed by all of the parties.

[Signatures Appear on the Following Page]

Executed by the undersigned duly authorized officers of the parties as of the date of this Agreement.

ATTEST

[BANK NAME]

By: _____
[Signatory]
[Title]

WITNESS:

**MARYLAND STATE TREASURER'S
OFFICE**

By: _____
Nancy K. Kopp
State Treasurer

WITNESS:

By: _____
Bernadette T. Benik
Chief Deputy Treasurer

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

David P. Chaisson
Assistant Attorney General

**APPENDIX I
DESIGNATION OF DEPOSITORY**

I, THE UNDERSIGNED, TREASURER OF THE STATE OF MARYLAND, DO HEREBY CERTIFY that, by my action duly taken, the following Designation has been duly made, has not been amended or modified, is not inconsistent with the Constitution and laws of the State of Maryland (the "State"), and is now in full force and effect:

IN ACCORDANCE with §6-205 of the State Finance and Procurement Article of the Annotated Code of Maryland, _____, (the "Bank") is hereby designated as a depository for funds of the State for the term of the Contract for Depository Banking Services by and between the State and _____, dated _____, as it may be amended, and that deposit accounts, whether demand, time, savings, disbursement, or like accounts may be opened and/or maintained from time to time in the name of the State with the Bank. The Bank, as a designated depository for funds of the State, is hereby authorized and directed to honor checks, drafts, or other orders for the payment of money drawn in the name of the State or its agencies, when bearing or purporting to bear the facsimile signature of one of the following: the Treasurer or the Chief Deputy Treasurer; and the countersignature of one of the following: the Comptroller or Deputy Comptroller, or the actual signatures of the certified officers or employees of each agency approved by the Treasurer and the Comptroller to establish an account with the Bank, as indicated on the Bank's standard account signature cards; and the Bank shall be entitled to honor and charge the State for all such checks, drafts and other orders, regardless of by whom or by what means the facsimile signatures thereon may have been affixed thereto from time to time by the Treasurer or other duly authorized officer of the State; and it is

FURTHER CERTIFIED, that the Treasurer or duly authorized agency representative shall certify to the Bank the names of the officers or employees of the State authorized to act with respect to each and every account, and shall from time to time hereafter as changes in such personnel may be made, immediately certify such changes to the Bank, and the Bank shall be fully protected in relying on such certifications of the Treasurer or duly authorized agency representative, and to the extent permitted by Maryland law and subject to appropriation shall be indemnified for any claims, losses, or damages resulting from, or growing out of honoring the signature of an officer or employee so certified or refusing to honor any signature not so certified; and it is

FURTHER CERTIFIED, that the foregoing Designation shall remain in full force and effect until written notice of its amendment or rescission shall have been received by the Bank, and that receipt of such notice shall not affect any action taken by the Bank prior thereto.

I HEREBY CERTIFY that the following is the title, name, and official signature of the officer, in addition to me, authorized herein to act on behalf of the State:

<u>Title</u>	<u>Name</u>	<u>Official Signature</u>
Chief Deputy Treasurer	Bernadette T. Benik	_____

IN WITNESS WHEREOF, I have executed this Designation as of this ____ day of _____, 2018.

STATE OF MARYLAND

By: _____
Nancy K. Kopp
Treasurer

EXHIBIT 1

State Finance and Procurement Article

§6-201.

(a) In this subtitle the following words have the meanings indicated.

(b) "Banking institution" means an institution that is incorporated under the laws of the State as a State bank, trust company, or savings bank.

(c) "Collateral" means collateral that is listed under § 6-202 of this subtitle.

(d) "Deposit insurance" means insurance by:

(1) the Federal Deposit Insurance Corporation; or

(2) the Resolution Trust Corporation created under § 21A of the Federal Home Loan Bank Act (12 U.S.C. § 1441a).

(e) "Financial institution" means:

(1) any banking institution;

(2) any national banking association;

(3) an institution that is incorporated under the laws of any other state as a bank;

and

(4) an institution that is incorporated under the laws of this State or of the United States as a savings and loan association.

(f) "National banking association" means an institution that is incorporated under federal law as a bank.

(g) "State money" for purposes of §§ 6-209 and 6-210 of this subtitle includes money in a bank account maintained under the control of an employee or official of the clerk of the court or register of wills.

EXHIBIT 2

State Finance and Procurement Article

§6-202.

Collateral that may be used under this subtitle shall be:

- (1) an obligation of the United States or any of its agencies;
- (2) an obligation guaranteed by the United States or by any of its agencies;
- (3) an obligation insured by the United States;
- (4) an obligation of the State or any of its units or instrumentalities;
- (5) an obligation of a county of the State or any of its agencies;
- (6) an obligation of a municipal corporation in the State or any of its agencies;
- (7) an obligation of any other governmental authority in the State;
- (8) an obligation of the Inter-America Development Bank;
- (9) an obligation of the World Bank;
- (10) an obligation of the following government-sponsored enterprises:
 - (i) the Federal Home Loan Banks;
 - (ii) the Federal Home Loan Mortgage Corporation;
 - (iii) the Federal National Mortgage Association;
 - (iv) the Farm Credit System;
 - (v) the Federal Agricultural Mortgage Corporation; and
 - (vi) the Student Loan Marketing Association;
- (11) a surety bond if:
 - (i) subject to the terms and conditions of the bond, it is irrevocable and absolute;
 - (ii) the surety bond is issued by an insurance company authorized to do business in this State;
 - (iii) the issuer of the surety bonds does not provide surety bonds for any one financial institution in an amount that exceeds 10% of the surety bond insurer's policyholders' surplus and contingency reserve, net of reinsurance; and
 - (iv) the claims-paying ability of the authorized insurance company is rated, at all relevant times, in the highest category by at least two nationally recognized rating agencies acceptable to the Treasurer;
- (12) an obligation or security of, or other interest in, any open-end or closed-end management type investment company or investment trust registered under the provisions of the federal Investment Company Act of 1940, 15 U.S.C. § 80a-1 et seq., if:
 - (i) the portfolio of the open-end or closed-end management type investment company or investment trust is limited to direct obligations of the United States government and to repurchase agreements fully collateralized by United States government obligations; and
 - (ii) the open-end or closed-end management type investment company or investment trust takes delivery of that collateral, either directly or through an authorized custodian; or
- (13) a letter of credit issued by a Federal Home Loan Bank if the letter of credit meets the conditions under the guidelines issued by the State Treasurer's office.

EXHIBIT 3

State Finance and Procurement Article

§6-209.

- (a) State money on deposit with a financial institution shall be secured by:
 - (1) deposit insurance; or
 - (2) collateral as required by this section.
- (b) (1) The collateral for State money on deposit with a financial institution:
 - (i) must have, at all times, a market value that equals or exceeds the State money that is on deposit with the financial institution and is not covered by deposit insurance; and
 - (ii) must be approved by the Treasurer.
- (2) If the collateral is a surety bond under § 6-202 of this subtitle:
 - (i) the surety bond shall be in a form and amount acceptable to the Treasurer as determined by the Treasurer from time to time; and
 - (ii) the financial institution that provides the surety bond as collateral shall immediately notify the Treasurer if the rating assigned to the issuing insurance company by any rating agency, found acceptable to the Treasurer under § 6-202 of this subtitle, is withdrawn or downgraded, in which event the financial institution shall immediately provide the Treasurer with substitute collateral permitted under § 6-202 of this subtitle.
- (3) Subject to the requirements of this subsection, a financial institution may change its collateral from time to time.
- (c) (1) A custodian shall hold the collateral under this section for the benefit of the State.
- (2) A financial institution may use as a custodian:
 - (i) any banking institution that is approved by the Commissioner of Financial Regulation to conduct commercial banking business in the State;
 - (ii) a federal reserve bank; or
 - (iii) any national banking association that is approved by the Comptroller of the Currency to conduct banking business in the State.
- (3) A financial institution may not be approved as custodian for the collateral of a depository unless the assets of the financial institution equal or exceed 200% of the value of the collateral to be held for the depository.

EXHIBIT 4

State Finance and Procurement Article

§6-222.

(a) (1) In this section, “supranational issuer” means an international development institution that:

(i) provides financing, advisory services, or other financial services to the institution’s member countries to achieve the overall goal of improving living standards through sustainable economic growth; and

(ii) is rated in the highest credit rating category by a nationally recognized statistical rating organization.

(2) “Supranational issuer” includes:

(i) the World Bank;

(ii) the International Finance Corporation;

(iii) the Inter-American Development Bank;

(iv) the African Development Bank; and

(v) the Asian Development Bank.

(b) The Treasurer may invest or reinvest unexpended or surplus money over which the Treasurer has custody in:

(1) an obligation for which the United States has pledged its faith and credit for the payment of the principal and interest;

(2) an obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress;

(3) an obligation issued and unconditionally guaranteed by a supranational issuer denominated in United States dollars and eligible to be sold in the United States;

(4) a repurchase agreement collateralized in an amount not less than 102% of the principal amount by an obligation of the United States, its agencies or instrumentalities, provided the collateral is held by a custodian other than the seller designated by the buyer;

(5) bankers’ acceptances guaranteed by a financial institution with a short-term debt rating in the highest letter and numerical rating by at least one nationally recognized statistical rating organization as designated by either the United States Securities and Exchange Commission or the Treasurer;

(6) with respect to amounts treated by the Internal Revenue Service as bond sale proceeds only, bonds, notes, or other obligations of investment grade in the highest quality letter and numerical rating by at least one nationally recognized statistical rating organization as designated by the United States Securities and Exchange Commission issued by or on behalf of this or any other state or any agency, department, county, municipal or public corporation, special district, authority, or political subdivision thereof, or in any fund or trust that invests only in securities of the type described in this item;

(7) commercial paper that has received the highest letter and numerical rating by at least two nationally recognized statistical rating organizations as designated by the United States Securities and Exchange Commission, provided that such commercial paper may not exceed 10% of the total investments made by the Treasurer under this subsection;

(8) money market mutual funds that:

(i) are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, 15 U.S.C. § 80a-1 et seq., as amended;

(ii) are operated in accordance with Rule 2A-7 of the Investment Company Act of 1940, 17 C.F.R. § 270.2A-7, as amended; and

(iii) have received the highest possible rating from at least one nationally recognized statistical rating organization as designated by the United States Securities and Exchange Commission; and

(9) any investment portfolio created under the Maryland Local Government Investment Pool defined under §§ 17-301 through 17-309 of the Local Government Article of the Code that is administered by the Office of the State Treasurer.

(c) The Treasurer may sell, redeem, or exchange an investment or reinvestment made under this section in accordance with the limitations of this section.

(d) Subject to § 2-1246 of the State Government Article, the Treasurer shall report by January 3 of each year to the General Assembly on investment activities for unexpended or surplus money over which the Treasurer has custody which have been conducted during the previous fiscal year. At a minimum, the report shall specify for General Fund investments and all other investments:

(1) the inventory of investments with maturity dates and the book and market value as of June 30;

(2) the net income earned;

(3) the percentage share of each category of investment in the portfolio; and

(4) any sale of investments prior to the maturity date.

(e) An investment made pursuant to this section shall be made:

(1) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;

(2) in a manner designed to reasonably match the anticipated cash flow of the State so that sufficient funds are available to pay obligations upon proper presentation for payment;

(3) so that a reasonable amount of cash or cash equivalents is available for unanticipated cash needs;

(4) with due regard for minimizing risk while maximizing return;

(5) using competitive purchasing practices except when impractical;

(6) in accordance with a written investment policy;

(7) so that the securities and collateral may continue to be priced on a market to market basis; and

(8) to avoid the enhancement of the personal financial position of the Treasurer or any employee of the Treasurer who has responsibilities for such investments.

(f) (1) (i) Consistent with minority business purchasing standards applicable to units of State government under this article and consistent with the fiduciary duties of the Treasurer, the Treasurer shall attempt to use to the greatest extent feasible minority business enterprises for brokerage and investment management services under this section.

(ii) For purposes of this subsection, brokerage and investment management services shall include services relating to all allocated asset classes as described in subsection (b) of this section.

(2) (i) To assist the Treasurer in achieving the goal described under paragraph (1) of this subsection, the Treasurer shall undertake measures to remove any barriers that limit full participation by minority business enterprises in brokerage and investment management services opportunities afforded under this section.

(ii) The measures undertaken by the Treasurer shall include the use of a wide variety of media, including the Treasurer's Web site, to provide notice to a broad and varied range of potential providers about the brokerage and investment management services opportunities afforded by the Treasurer.

(3) In conjunction with the Governor's Office of Small, Minority, and Women Business Affairs, the Treasurer shall develop guidelines to assist in identifying and evaluating qualified minority business enterprises in order to help the Treasurer achieve the objective for

greater use of minority business enterprises for brokerage and investment management services under this section.

(4) On or before September 1 each year, the Treasurer shall submit a report to the Governor's Office of Small, Minority, and Women Business Affairs and, subject to § 2-1246 of the State Government Article, the General Assembly on:

(i) the identity of the minority business enterprise brokerage and investment management services firms used by the Treasurer in the immediately preceding fiscal year;

(ii) the percentage and dollar value of the assets under the custody of the Treasurer that are under the investment control of minority business enterprise brokerage and investment management services firms for each allocated asset class; and

(iii) the measures the Treasurer undertook in the immediately preceding fiscal year in accordance with paragraph (2)(ii) of this subsection.

EXHIBIT 5

State Finance and Procurement Article

§6-203.

§6-203.

(a) The Treasurer shall give 15% of the weight of the decision to the standards established in this section in deciding whether to:

(1) designate a financial institution as a depository for State money under § 6-205 of this subtitle; and

(2) make an agreement with a financial institution for a banking service under § 6-229 of this subtitle.

(b) (1) The Treasurer shall consider whether the financial institution received a rating of “needs improvement” or “substantial noncompliance” in its most recent examination under the federal Community Reinvestment Act of 1977, P.L. Number 95-128.

(2) If a financial institution operates in a state other than Maryland, the Treasurer shall consider Maryland-specific information that is provided within the assessment area section of the Community Reinvestment Act report.

(c) (1) The Treasurer shall consider whether, during the previous 5 years, a court in Maryland has found, in a final adjudication, that a financial institution has violated any antidiscrimination statute or regulation.

(2) The Treasurer may consider whether, during the previous 5 years, a court outside Maryland has found, in a final adjudication, that a financial institution has violated any antidiscrimination statute or regulation.

(3) The Treasurer may determine how to assess a violation under paragraph (1) or (2) of this subsection if the violation was committed by:

(i) an affiliate of the financial institution; or

(ii) an entity acquired by the financial institution.

(d) The Treasurer shall consider whether the financial institution has demonstrated that during the previous 5 years, the financial institution has:

(1) successfully made loans in Maryland through State or federal lending programs designed to assist small and minority-owned businesses;

(2) had an active outreach program to assist small and minority-owned businesses through which the financial institution has made efforts in Maryland; and

(3) established strategic partnerships in Maryland with entities whose mission is to provide technical assistance to small and minority-owned businesses.

Sample Bank
 Collateral Report Prepared for the
 Maryland State Treasurer's Office for the
 Calendar Month of: _____

(A)	(B)	(C)	(D)	(E)	(F)
HOLDER	HOLDER ACCOUNT #	CUSIP #	DESCRIPTION OF COLLATERAL	MATURITY DATE	PAR / FACE VALUE

TOTAL PAR VALUE OF PLEDGED
 COLLATERAL

\$0.00

