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State Treasurer

Bernadette T. Benik
Chief Deputy Treasurer

MARYLAND STATE TREASURER'S OFFICE

REQUEST FOR PROPOSALS

FOR

**E-WIC PROCESSING SERVICES FOR THE
WOMEN, INFANTS AND CHILDREN PROGRAM
FOR THE MARYLAND DEPARTMENT OF HEALTH
AND
THE GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT**

RFP #MD/VI-EWIC-02162021

DUE DATE: APRIL 20, 2021

Issued: February 16, 2021

KEY INFORMATION SUMMARY SHEET

**Maryland State Treasurer's Office
Request for Proposals For
e-WIC Processing Services for the
Women, Infants and Children Program
For the Maryland Department of Health
and
the Government of the Virgin Islands
Department of Property and Procurement**

RFP #MD/VI-EWIC-02162021

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: February 16, 2021

Pre-Proposal Conference: March 9, 2021 at 11:00 a.m. Eastern Time (EST)

Deadline for Receipt of Questions: March 25, 2021 by 11:00 a.m. Eastern Time EDT)

Proposal Due Date and Time: April 20, 2021 by 2:00 p.m. Eastern Time (EDT)

Oral Presentations: May 11, 2021

Tentative Contract Award: June 30, 2021

Notice: A prospective Offeror who received this document from a source other than the Issuing Office or eMaryland Marketplace Advantage ("eMMA"), should immediately contact the Issuing Office and provide their name and email address in order that amendments to the RFP or other communications can be sent to them. A prospective Offeror should also register on eMMA at <https://procurement.maryland.gov>, by clicking the "eMMA" logo located under "Quick Links". Any prospective Offeror who fails to register on eMMA 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 State Treasurer's Office (the "STO"), on behalf of the Maryland Department of Health (the "Department"), Special Supplemental Nutrition Program for Women, Infants and Children programs ("Maryland WIC") is looking to select a firm to provide Electronic Benefit Transfer (EBT) services for WIC programs administered by Maryland WIC and the United States Virgin Islands WIC Program (USVI WIC). Maryland is the lead for procuring and administering the e-WIC services. Maryland WIC and USVI WIC shall contract separately with the eWIC Processor. Throughout this RFP, WIC EBT will be referred to as eWIC. This solicitation seeks to ensure that the resulting Contract(s) support the Maryland WIC program needs and USVI WIC program needs and to achieve the best combination of quality, service, price, and any other key components outlined in the RFP.

1.2 Procurement Method

The STO will conduct this solicitation in accordance with the competitive sealed proposals process under COMAR 21.05.03 and will award a single offeror one contract for the Maryland WIC Program and one contract for the US Virgin Islands WIC Program 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 STO 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:

Bryan Thompson, Chief, WIC Information Technology
Maryland WIC Program
201 W. Preston Street
Baltimore, Maryland 21201
Email: bryant.thompson@maryland.gov

1.5 Use of eMaryland Marketplace Advantage (eMMA)

eMMA 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 immediately available to subscribers of eMMA. Because of the instant access afforded by eMMA, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to eMMA by going to: <https://procurement.maryland.gov>, click on “Login and Register for eMMA” under Quick Links to begin the process and then follow the prompts. Registration must be completed in order to receive a contract award.

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
Solicitation Issue Date	February 16, 2021
Pre-Proposal Conference	March 9, 2021 at 11:00 a.m. EST
Deadline for Receipt of Questions	March 25, 2021 by 11:00 a.m. EDT
Proposal Due Date	April 20, 2021 by 2:00 p.m. EDT
Oral Presentations	May 11, 2021
Tentative Date of Contract Award	June 30, 2021

1.7 Pre-proposal Conference

A pre-proposal conference will be held on Tuesday, March 9, 2021 at 11:00 a.m. EST via web conference. An invitation email is required for registration, and therefore attendance. Attendance to this pre-proposal conference is strongly encouraged for all Offerors. Those wishing to attend the web conference may request a meeting invitation by notifying the Procurement Officer by email at: procurement@treasurer.state.md.us (identified in Section 1.3 above) no later than 3:00 p.m. EST on Friday, March 5, 2021. Please provide a list of individuals that will be attending and their contact information. An invitation email is required for registration, and therefore attendance. A registration notice reply will be sent by end of business on Monday, March 8, 2021 that provides the link to attend the web meeting.

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 by email and received no later than 11:00 a.m. EDT on Thursday, March 25, 2021.** 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

Proposals must be received by the Procurement Officer at the Issuing Office no later than 2:00 PM EDT on Tuesday, April 20, 2021. To be considered for award, an Offeror can submit their proposals by mail, hand-delivery or by electronic submission. Only one

submission method is required. See Section 1.9.1 for submission requirements for mail or hand-delivery. See Section 1.9.2 for requirements for electronic submission.

1.9.1. Mail or Hand-Delivery Submission Requirements

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. If an Offeror intends to submit proposals by hand-delivery on any date other than the proposal due date of Tuesday, April 20, 2021 by 2:00 PM Local Time, the Offeror must contact the Procurement Officer to schedule a delivery date and time for acceptance of their proposals.

OR

1.9.2. Electronic Submission Requirements

Offerors must submit their Technical Proposal and Price Proposal by electronic transmission by email to the Procurement Officer at: procurement@treasurer.state.md.us by the deadline date and time. The email subject line shall state the RFP #MD/VI-EWIC-02162021 and either Technical Proposal or Price Proposal. The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address. As with the written submission, the electronic copy submission of the Technical Proposal and the Price Proposal must be submitted in separate files. The Technical Proposal and Price Proposal file must be password protected. The Technical password must be different from the password from the Price Proposal. Offerors will be notified by the Procurement Officer when to submit their password for opening of the Technical Proposal and Price Proposal. The STO will not consider proposals submitted by facsimile.

Proposals submitted via e-mail must not exceed 35 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.

1.9.3. The STO 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 STO 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.

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.

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SECTION II. GENERAL INFORMATION

2.1 **Electronic Distribution**

This RFP is published on *eMaryland Marketplace Advantage*, posted on the websites for *WIC Technology Partners* (<http://www.wictechnologypartners.com/index.php>), the National Association of State Treasurers, the STO, and emailed to eWIC providers 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 STO 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 STO 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 STO will post amendments to the RFP on the STO's Web Page at www.treasurer.state.md.us, (select "Procurement" and then "RFP for e-WIC Processing Services for the Women, Infants and Children Program for the Maryland Department of Health and the Government of the Virgin Islands Department of Property and Procurement"), and through eMaryland Marketplace Advantage at: <https://emma.procurement.maryland.gov>. The STO 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 STO may cancel this RFP, in whole or in part, or may reject all proposals received in response to this RFP whenever this action is determined to be fiscally advantageous to the State or otherwise in its best interests.

2.4 **Proposal Acceptance; Discussions**

The STO 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 STO 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 STO 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, providing a demonstration, or performing any other activities related to submitting a proposal 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.

2.8 Multiple Proposals

The STO 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 STO may charge a fee for copies and search and preparation time, in accordance with COMAR 25.01.04.09. The STO 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 C 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 D entitled Living Wage Requirements for Service Contracts). If the Offeror fails to complete and submit the Affidavit of Agreement (see Appendix E), 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 \$14.42 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 \$10.83 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 E 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 G 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.

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

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 STO, for the benefit of Department of Health, 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 the 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 scope of the audit shall cover a one (1) year period. The audit shall be specific to the operation of the eWIC system. 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 (MBE)

There is no MBE subcontractor goal for this procurement.

2.18 Veteran-Owned Small Business Enterprise (VSBE)

There is no VSBE goal for this procurement.

2.19 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a SBR procurement.

2.20 No Guarantee of Work

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

2.21 Order of Precedence

The Contracts between the parties (both between the Offeror and Maryland and between the Offeror and USVI) 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 STO will not accept any modifications to the order of precedence provision of this solicitation.

2.22 Federal Funding Acknowledgement

2.22.1. There are programmatic conditions that apply to this Contract due to Federal funding. (see Appendix I)

2.22.2. The total amount of Federal funds allocated for the Prevention and Health Promotion Administration is \$219,362,549 in Maryland State fiscal year 2021. This represents 51.75% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.

2.22.3. This Contract contains federal funds. The source of these federal funds is: United States Department of Agriculture (USDA), Food and Nutrition Service (FNS). The CFDA number is: 10.557. The conditions that apply to all federal funds awarded by the Department are contained in Appendix I - Federal Funds. Any additional conditions that apply to this particular federally funded contract are contained as supplements to Appendix I - Federal Funds, and Offerors are to complete and submit

these Attachments with their Technical Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Bidder/Offeror's intent to comply with all conditions, which are part of this Contract.

2.23 USVI Specific

- 2.23.1. A proposer filing a proposal hereby certifies that no officer, agent or employee of The Government of the Virgin Islands (GVI) has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of GVI; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Offeror for the same request for proposals; the Offeror is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- 2.23.2. The successful Offeror must obtain and submit a valid V.I. business license (to conduct activity covered by contract being pursued)' and/or a copy of a current business license issued by a state. IRS 501(c)(3) certification letter required for non-profit corporations. The license or certification letter must be maintained for the duration of the contract. See www.dlca.gov.vi for additional information regarding the business license requirements.
- 2.23.3. The successful Offeror may also be subject to the USVI Gross Receipts Tax. See <http://www.vibir.gov/index.html> for additional information on the Gross Receipts Tax provisions.
- 2.23.4. The successful Offeror shall maintain the following insurance coverages during the term of this Contract:
 - 2.23.4.1. Commercial General Liability: Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than one million dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars (\$1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.
 - 2.23.4.2. Professional Liability: Professional Liability: Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than one million dollars (\$1,000,000.00) per claim. The Government shall be listed thereon as a certificate holder.
 - 2.23.4.3. Workers' Compensation: Contractor shall supply current coverage under that Government Insurance Fund or other form of coverage.
- 2.23.5. Where expressly stated in the Contract between the successful Offeror and USVI, all the Terms and Conditions contained in the contract between the successful Offeror

and Maryland will be included in the contract between the successful Offeror and the USVI.

2.23.6. Claims and Disputes:

The parties agree that if any dispute arises between the parties under this Contract, the following dispute resolution procedures shall be followed:

- 2.23.6.1. The parties agree to first seek to exhaust all possibilities prior to seeking assistance in resolving any and all disputes
- 2.23.6.2. In the even any conflict or disagreement arises under this Contract, neither party shall file any claim or suit against the other party until it has first provided written notice to the other party of the alleged dispute and submitted the dispute to mediation in the U.S. Virgin Islands.
- 2.23.6.3. No lawsuit claim or controversy shall be filed until the conclusion of the mediation and certification by the mediator that an impasse has been reached or until 90 days has passed, whichever comes first.
- 2.23.6.4. The mediation shall be conducted under the rules of the American Mediation Association and any mediator chosen by the parties must be certified by said Association.
- 2.23.6.5. Pending any and all dispute resolution during the 90-day mediation period set forth herein and pending any and all resolution of any lawsuit or claim filed in the event mediation is not successful, Contractor shall continue to perform work under the Contract and the Government shall, pursuant to the provisions of Addendum II to this Contract, continue to pay Contractor for such work.

2.23.7. The mandatory list of required supporting documents to contract with the Government of the Virgin Islands is listed in Appendix J. Unless otherwise indicated in the RFP, these documents are to be submitted within 10 business days upon notification of recommended award.

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SECTION III. SCOPE OF SERVICES AND REQUIREMENTS

3.1 Background

The State of Maryland has been in operations with eWIC since 2017, and USVI implemented eWIC in 2018. Maryland was the lead state for procuring eWIC services for the initial implementation and operation of eWIC with Maryland and USVI executing separate contracts with the awarded Offeror, Solutran. Additionally, both Maryland and USVI use the Three Sigma WIC management information system (MIS), WIC on the WeB (WOW) to support the operation of their programs and interface with the eWIC system.

Maryland WIC and eWIC statistics are provided in Exhibit 1 and USVI WIC in Exhibit 2. Both exhibits provide relevant information about the WIC programs and eWIC operations. Figures included in each exhibit represent averages for the month of June 2020.

Maryland is the lead State for procuring and administering e-WIC services and issuing this RFP. Maryland and USVI have agreed, in principle, to the requirements specified herein. As a result, the Offeror's response is applicable to Maryland and USVI. However, the Offeror's response shall contain Maryland specific and/or USVI specific responses where required. This RFP solicits the delivery of the full scope of eWIC services as specified in this RFP. The scope of services within this RFP reflects the goal to acquire services that meet all quality, performance and budgetary requirements.

3.2 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.

- 3.2.1. The Offeror must have five years' experience providing eWIC or EBT transaction processing services that are similar to the current operations in the State of Maryland and USVI or another online eWIC State Agency.
- 3.2.2. The Offeror is a banking or financial institution, as defined in State Finance and Procurement Article, §6-201, Annotated Code of Maryland (see Exhibit 4). Alternatively, for an Offeror that is not a financial institution, the Offeror must contract with a financial institution to serve as the depository of funds to be distributed and must specify in its Technical Proposal the name of any such financial institution to be used by the Offeror.
- 3.2.3. The Offeror (or, in the case of an Offeror that is not a financial institution, the depository financial institution) must be a member of and in compliance with the rules and regulations of the Federal Deposit Insurance Corporation ("FDIC").
- 3.2.4. All Offerors (or, in the case of an Offeror that is not a financial institution, the depository financial institution) must have an originating and receiving membership in the national automated clearing house (ACH) network.

- 3.2.5. The Offeror (or, in the case of an Offeror that is not a financial institution, the depository financial institution) must have a Kroll Bond Rating Agency, Inc. (KBRA) rating, or similar financial strength rating from a nationally recognized statistical rating organization of at least a “C”.
- 3.2.6. The Offeror (or, in the case of an Offeror that is not a financial institution, the depository financial institution) must provide for the collateralization of all State funds deposited to any bank account that meets the requirements of §§6-202 and 6-209 of the State Finance and Procurement Article (see Exhibits 5 and 6). All collateral must be held in the name of the 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.

3.3 **General Requirements**

The Offeror must propose eWIC services which meet the requirements of applicable Federal and State laws and regulations, and United States Department of Agriculture (USDA) Food and Nutrition Services (FNS) technical standards and guidelines. Federal requirements for eWIC processing and performance are the minimum standards for the EBT system. Where specified in this RFP, the selected eWIC Processor shall exceed federal requirements and operating rules to meet state-specific requirement.

3.4 **Required Services**

eWIC Function and Service Requirements (See Appendix A, separate attachment)

Each Offeror shall provide as part of its proposal confirmation of their ability to perform each of the ***eWIC Function and Service Requirements*** defined in the scope of work by completing the table included as an attachment to this RFP as Appendix A.

The following describes each column and how they are to be used in an Offeror’s response.

- Requirement Number: Specific number associated with each requirement;
- Function/Service: Description of the service or function;
- Required, Preferred, Required Priced Separately: Identifies which functions/services are required, preferred, or required priced separately.
 - **Required functions/services** are items that must be provided by all Offerors and are included in the cost per case month (CPCM).
 - **Preferred functions/services** are features that Maryland WIC and USVI WIC would like to have but are not required to be provided by the Offeror. If the Offeror has these features, the items should be included in the CPCM.
 - **Required Priced Separately (RPS) functions/services** are items that must be provided by all Offerors. These are features Maryland WIC and USVI WIC can exercise during the contract period. Offerors must provide a response to

all required priced separately functions/services. Costs for required priced separately functions/services are not included in the base CPCM price.

- Offer Complies: Yes or No: Offerors shall provide a response to each requirement in this column.
 - Yes: Indicates that this function/service exists in their offering and they agree to provide it under the resulting contract(s).
 - No: Indicates that the Offeror is unable to provide this function/service.
 - Any 'No' response to a required or required priced separately requirement may result in disqualification.

- Comments: Offerors shall provide any comments related to the requirement or their response. This is an optional field and does not need to be completed for each requirement. If a function or service does not currently exist in the offering, Offerors shall note in this field if the service or function will be developed and provided under this contract.

3.5 Business and Technical Requirements

As part of its technical proposal, each Offeror shall provide a written response to the following specific service and system areas:

3.5.1. System Development and Maintenance - Describe the following:

- The Offeror's approach to system development and maintenance
- The Offeror's approach to collaborating with the MIS Maintenance and Enhancements (M&E) Contractor in interface development or modifications

3.5.2. System Testing - Describe the following:

- The Offeror's approach to testing system changes
- The Offeror's approach to collaborating with state testers for user acceptance testing
- The Offeror's approach to performance testing
- The Offeror's approach to failover testing

3.5.3. Managing Environments - Describe the following:

- The Offeror's approach to managing multiple environments (production, test, training, etc.)
- The Offeror's approach to refreshing and maintaining data in test and training environments

3.5.4. System Up-Time and Reliability - Provide down-time statistics for the eWIC host processing system for last three (3) years:

- Total number of outages, and the root cause of the outage for each year

- Percentage of down-time for each year
- Average down-time per outage

Describe the following:

- The Offeror's failover processes
- How the Offeror's eWIC host is system designed to avoid system down-time
- How the Offeror manages downstream outages (Third Party Processors (TPPs), Networks, etc.)
- Mitigation strategies used to avoid down-time
- Procedures for communicating with the Maryland WIC, USVI WIC, and vendors when outages occur

3.5.5. Vendor Management - Describe the following:

- The Offeror's approach to vendor assistance and customer service
- The stand-beside point of sale (POS) device and features
- The Offeror's approach to management and support of stand-beside devices
- How communications are managed between the Maryland WIC, USVI WIC, WIC vendors and the Offeror
- The Offeror's approach to managing and conducting Retailer Certifications with Maryland WIC, USVI WIC, vendor, and Third Party Processors (TPP)
- The Offeror's approach to handling systems that were certified by another eWIC Processor
- The Offeror's approach to APL management (monitoring how often vendors are downloading the APL)

Provide statistics for the POS devices for last three (3) years:

- Total number of devices supported
- Total number of problems reported with a breakdown of the root cause
- Total number of devices that failed and needed replacement
- Average replacement time for failed POS

3.5.6. Settlement and Reconciliation Processes - Describe the following:

- The Offeror's approach to daily settlement and reconciliation
- The Offeror's approach to managing and tracking retailer, Third Party Processor (TPP), eWIC Processor, and Maryland WIC and USVI WIC initiated account adjustments

3.5.7. Contract Transition/System Conversion - Describe the following:

- Offeror's approach to completing contract transition/system conversion prior to the current eWIC Processor contract end date. The maximum timeframe has been estimated to be nine (9) months from contract execution to contract transition/system conversion.

- How the Offeror will ensure a smooth transition with minimal disruptions to WIC authorized vendors to include the approach for deploying stand-beside point-of-sale (POS) terminals
- How the Offeror will ensure a smooth transition with minimal disruptions to WIC stakeholders to include approaches to card stock management and a seamless transition of customer service operations (IVR, portals, and live agents).
- Additionally, Maryland WIC and USVI WIC must complete their contract transition/system conversion under this RFP no later than one (1) month prior to the end of each current eWIC Processor contract. The current Maryland contract ends October 31, 2021, the current USVI contract ends April 5, 2022. Extensions of either or both contract end dates will be addressed as needed.
- Each Contract may have different start dates dependent on State and Territorial Agency execution.

3.5.8. Project/ Account Management - Offeror shall provide an overview of the project management approach and methodologies proposed for this project including:

- The Proposal shall describe the method and frequency of communication between the eWIC Processor's Project/Account Manager and Maryland WIC and USVI WIC for status updates, potential or actual problems, key milestones, and critical path activities.
- The Proposal shall include a description of the management structure ensuring adequate oversight and executive direction for the Project/Account Manager. In this regard, the Offeror shall identify the corporate officer(s) to be contacted should major problems arise during the performance of the Contract.

3.5.9. Proposed Hardware - The Offeror shall provide the make, model, and any additional narrative that may be relevant for all hardware proposed. If at any time during the contract the Offeror expects to change the hardware provided, Maryland WIC and USVI WIC must receive at least 90 days' notice.

- Single function Stand-beside device and all peripherals
- Multi-function Stand-beside device and all peripherals
- Wireless stand-beside device and all peripherals
- PIN select device with encryption

3.6 Key Personnel

The eWIC Processor shall have the appropriate number and mix of project staff both on and off site at all times during the project to ensure the successful contract transition, system conversion, and operation of the Maryland WIC and USVI WIC eWIC system. Maryland WIC and USVI WIC recognizes that it is not necessary to maintain onsite eWIC Processor staff for the duration of the project, but expects that key eWIC Processor staff, as determined necessary, shall attend onsite meetings and support onsite activities during the project,

particularly during critical points in the project such as project initiation and conversion testing.

Each Offeror shall propose a single team comprised of key staff members that will fulfill the following roles for both Maryland WIC and USVI WIC.

3.6.1. Project/Account Manager

The eWIC Processor shall provide a project team specific to both Maryland WIC and USVI WIC, to be headed by a Project/Account Manager who shall be the primary point of contact with both Maryland WIC and USVI WIC for all project activities and shall be responsible for carrying out the tasks in this RFP. The Project/Account Manager must meet the following qualifications:

- Required: A minimum of five (5) years of project management/account management experience.
- Required: Must be able to demonstrate that they have provided project management/account management for at least one previous eWIC implementation within the last 5 years.

The following shall also be required of the Project/Account Manager:

- The eWIC Processor Project/Account Manager shall start work on each, Maryland WIC and USVI WIC's projects no later than 15 days after the effective date of the contract between the eWIC Processor and the State Agency.
- The eWIC Processor Project/Account Manager must maintain regular contact through required status reports (weekly during transition and monthly in operations) and requested calls with the Maryland WIC and USVI WIC designated staff members. The eWIC Processor Project/Account Manager is subject to State Agency approval.
- During the contract, Maryland WIC may request the replacement of the eWIC Processor Project/Account Manager for any legitimate performance reason and the proposed replacement shall be subject to Maryland WIC's approval. Staff replacement occurring at Maryland WIC's request shall be performed within 30 calendar days of receipt of the request.

3.6.2. Vendor Enablement Manager

The eWIC Processor shall propose a Vendor Enablement Manager who shall be responsible for ensuring that WIC vendors are prepared for system conversion and shall be the primary point of contact for Maryland WIC and USVI WIC regarding vendor enablement and ongoing vendor management activities including certification of integrated retailers. The Vendor Enablement Manager must meet the following requirements:

- Required: Individuals proposed for this position must have at least three (3) years of experience in WIC vendor management, eWIC vendor enablement management of at least one previous project, and experience facilitating integrated vendor certifications.
- Preferred: Experience providing onsite support to vendors during rollout, and experience supporting POS equipment deployment and training.

3.6.3. **Technical System Lead**

The eWIC Processor shall propose a Technical System Lead. The Technical System Lead shall be the primary contact for Maryland WIC and USVI WIC and their MIS operations and maintenance contractor for the eWIC system, interfaces, and communications with the eWIC system. This staff person shall coordinate and/or liaison with the Maryland and USVI eWIC Processor technical staff to support the project and Maryland WIC and USVI WIC. The Technical System Lead must meet the following requirements:

- Required: A technical background, such as a developer, and should have credentials such as ITIL and/or advanced computer engineering or programming degrees.
- Required: Three (3) years of experience as a technical team member or lead in the operation of eWIC or EBT systems.

3.6.4. **Staffing Approach**

In addition to the key staff, Offerors shall demonstrate in their proposals that they shall provide a team with the skills and abilities to provide the requested eWIC services and perform timely and successful activities related to system conversion and operations of an eWIC system.

Offerors shall include narrative descriptions of the qualifications of all proposed staff, including subcontractors, and any positions to be hired upon contract award. The qualifications of the Offeror and subcontractor staff must be described separately, ensuring Maryland WIC understands each individual's qualifications and skills.

3.6.5. **Organization Chart**

Offerors shall include an organizational chart that indicates the names and titles of project team personnel, including any proposed subcontractors. One organizational chart for the entire project team is acceptable. The response shall include a discussion of the following:

- Proposed lines of authority, including the name of the corporate officer(s) to be contacted should major problems arise during the performance of the contract;
- How the Offeror's project management team shall be involved in the administration of the project and services;

- How the Offeror’s project management team shall coordinate internal and subcontractor activities with Maryland WIC and USVI WIC eWIC activities; and
- How the Offeror’s project management team shall establish and manage a formal communications protocol with internal staff, subcontractors, and Maryland WIC and USVI WIC.

3.6.6. Personnel Changes

The Offeror shall acknowledge that any changes by the successful Offeror of the proposed project team personnel must be approved by the Maryland WIC and require advance notice. Substituted staff must be approved by the Maryland WIC, have comparable experience to proposed staff, and must provide résumés.

3.7 Corporate References and Experience

3.7.1. Corporate Overview

Offerors shall submit a corporate overview that includes the following information:

- The date the firm was established, and the ownership model.
- A current organizational chart and the firm’s mission.
- A list of current eWIC and EBT contracts, and/or recent similar or relevant projects, including the client’s name, period of performance, contract amount and description of the services provided.
- A list and schedule of active and pending eWIC and EBT implementations, conversions and de-conversions, including names of proposed project staff already assigned to the active and pending projects.
- A detailed description of all relevant EBT/eWIC system development, implementation, and operating experiences within the last five (5) years that demonstrate the Offeror’s ability to satisfy the requirements of this RFP.

3.7.2. Corporate Qualifications

The Offeror’s experience, combined with that of any subcontractor(s), shall demonstrate the capability to meet or exceed the requirements of this RFP. Therefore, the Offeror’s proposal shall highlight its corporate capabilities, organizational structure, financial stability, and previous experience related to the requirements of this RFP. All goods and services supplied by the eWIC Processor for this contract shall be produced and provided within the United States. The Offeror and subcontractor qualifications should be described separately, ensuring Maryland WIC understand which qualifications, project descriptions, and references belong to each organization.

The following provides preferred experience for the eWIC Processor:

- Preferred Experience: Previous experience providing eWIC services to other WIC agencies including:
 - Implementation and operation of an eWIC system
 - Conversion and operation of an eWIC system
 - Development, deployment and maintenance of POS equipment
 - eWIC settlement and reconciliation
 - Vendor enablement management and support

To be a viable eWIC Processor, Offerors must demonstrate, in their proposals, that they have the skills, abilities, and project management expertise to provide the requested eWIC services and perform on time, successful development, testing, pilot, rollout and operations of an eWIC system.

3.7.3. Corporate Experience Matrix

Offerors shall provide a matrix that depicts the projects on which tasks similar to those outlined in the RFP have been performed.

3.7.4. Corporate Financial Stability and Service Organization Controls

Offerors shall provide proof of financial resource and stability as evidence of the Offeror's capability to provide timely and uninterrupted services. The successful Offeror must supply a statement of corporate financial resources. Additional proof documents could include, but are not limited to:

- Corporate annual reports
- Financial statements
- Recent SOC1 report
- A recent SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit acceptable to OIS.

If requested by the STO, Offerors must furnish additional information regarding its financial resources and organization within five (5) working days. The STO reserves the right to reject the proposal where the available data does not satisfy that the Offeror is qualified to carry out the terms and conditions and all other requirements of this RFP.

3.7.5. Subcontractors

For purposes of this RFP, a subcontractor is defined as any entity under contract to the Offeror providing a service specifically defined and required within this RFP, including, without limitation, eWIC card production, stand-beside POS terminal driving, or eWIC transaction switching. Proposed subcontractors shall be clearly identified as such, and the Offeror must clearly explain the division of duties between subcontractor and Offeror.

Any changes in subcontractors after the execution of the new contract shall first require written notification and prior approval by Maryland WIC.

3.8 Compliance with Applicable Rules and Regulations

During the term of the Contract, the selected Offeror shall comply with all Federal and State laws and regulations, and United States Department of Agriculture (USDA) Food and Nutrition Services (FNS) technical standards and guidelines. Failure to comply with such rules may result in termination of the Contract.

3.9 Term

The initial term of the Contract shall be for a period of four years (4) years, commencing with execution by the State of Maryland and the Governor of the USVI. Each Contract may have different start dates dependent on State and Territorial Agency execution. Each Contract will also contain options to renew, upon the same terms and conditions, for two additional one-year renewal periods. Any exercise of options in one Contract is mutually exclusive from the exercise of options in the other contract. Exercise of the renewal options will be solely at the discretion of the Maryland State Treasurer (or Treasurer's Designee) for the State and USVI, on behalf of the Territory as appropriate.

3.10 Compensation

Maryland and the USVI shall be billed separately, and only for the number of active cases in each program.

Fees will not be adjusted during the initial four-year term of the Contract. Price adjustments will, however, be permitted to reflect the Consumer Price Index (CPI) based on the end of the fourth 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.

3.10.1. Maryland - 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 State of Maryland for all fees and services. The Maryland account shall at no time be debited for service fees.

3.10.2. USVI - By submitting a response to this solicitation, Offeror agrees to invoice the Government at the end of every month for services provided. The Government herein commits to utilize its best efforts to ensure the timely payment of all submitted invoices within fifteen (15) days of their receipt.

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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 F.

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 – RFP for e-WIC Processing Services for Maryland and USVI – Technical – RFP #MD/VI-EWIC-02162021." The technical proposal shall contain the transmittal letter (Section 4.1) and the following documents:

Maryland

- eWIC Function and Service Requirements (Appendix A)
- Bid/Proposal Affidavit (Appendix C); and
- Affidavit of Agreement Maryland Living Wage Requirements-Service Contracts (Appendix E)

- Federal Funds Attachments (Appendix I)

USVI

- Copy of the GVI Certificate of Resolution*

*The Certificate of Resolution is a document which must be submitted on Corporate Letterhead, authorizing the signatory to bind the company. The Certificate of Resolution must be current (dated this year) and signed or attested by the company's secretary.

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

NOTE: Pricing information is not to be included in the Technical Proposal. Include pricing information only in Volume II -Price Proposal.

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. Email address and telephone number 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 that it complies with the minimum qualification in Section 3.2 Minimum Qualifications.
- 4.3.2.2. 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. In lieu of a hard copy, Offeror's may elect to provide financial statements and related documents on compact disk as part of the electronic copy of the Technical Proposal as specified in Section 1.9.1. If an Offeror elects to submit its proposals electronically by email (Section 1.9.2), include as a separate document.
- 4.3.2.3. The Offeror shall include a summary of its plan for business continuity and recovery as a result of disaster for the State of Maryland and USVI.

4.3.3. Offeror's Capabilities

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

- 4.3.3.1. Each Offeror shall complete the *eWIC Function and Service Requirements* as Appendix A by providing confirmation of their ability to perform each of the requirements. See Section 3.4 for instructions.
- 4.3.3.2. Each Offeror shall provide in its proposal a detailed response to the requirements in Section 3.5 - Business and Technical Requirements.

4.3.4. Proposed Personnel/Project Team

- 4.3.4.1. Each Offeror shall address each of the sub-sections in 3.6 – Key Personnel (3.6.1 through 3.6.3.).
- 4.3.4.2. **Staff Résumés** - Offerors shall include complete résumés, included as an appendix, for all proposed staff, including proposed subcontractors. Résumés must include a professional summary and all relevant education, training certifications, skills and project experience, including the dates of the work performed. Résumés and other information about proposed project personnel should not contain personal telephone numbers, home addresses or home email addresses of the individuals. If it is necessary to include personal contact information, please clearly indicate in the proposal that personal contact information is being provided.

4.3.5. Corporate References and Experience

- 4.3.5.1. Each Offeror shall address each of the sub-sections in 3.7 Corporate References and Experience (3.7.1 through 3.7.4).
- 4.3.5.2. Corporate References - Offerors shall provide a minimum of three (3) corporate references from similar projects during the last five (5) years, including a description of the services provided for each referenced organization to demonstrate their previous experience in this area of work. The States reserve the right to contact any previous organization whether provided as a reference, or not.

For each reference, the following format shall be used:

Project Name	
Client Organization	
Project Description	
Names of any Supporting Project Staff also being proposed to support Maryland WIC and USVI WIC	
Period of Performance	
Original Contract Value	
Current Contract Value	
Explanation of Change in Contract Value (if applicable)	
Reference Contact	
Contact Title	
Contact Email Address	
Contact Phone Number	

The Procurement Officer and/or the Evaluation Committee Chair may contact other references of their choosing.

4.3.6. Community Benefits

If the Offeror (or, in the case of an Offeror that is not a financial institution, the partner and/or sub-contactor, depository financial institution) is a banking or financial institution as defined in State Finance and Procurement Article §6-201, Annotated Code of Maryland (Exhibit 4), the Offeror is to include its most recent CRA rating under the Federal Community Reinvestment Act of 1977, P.L. Number 95-128 upon submission of its technical proposal and as updated throughout the term of the Contract.

4.3.6.1. 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 (Exhibit 7). 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.

4.3.6.2. 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.

- 4.3.6.3. 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.

4.3.7. 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:

- 4.3.7.1. 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 fees or rates be paid to subcontractors or information from your Price Proposal. Include percent of the total budget requested.
- 4.3.7.2. 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 and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state clearly.
- 4.3.7.3. 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.
- 4.3.7.4. 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.

- 4.3.7.5. Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

4.3.8. Standard Operating Agreements (if applicable)

If you intend to incorporate your own operating documents/agreements into the Contract, submit copies of your standard operating agreements associated with the services proposed to be provided. Include all documents that are required to open an account. Be sure to include documents that are referenced within other documents. The State reserves the right to refuse to incorporate any document not included in an Offeror's proposal.

4.4 Disclosures

- 4.4.1. Documentation of prior and current litigation and/or formal administrative protests or actions such as notices of default, unsatisfactory performance, etc. involving state or Federal government and private companies related to the quality or performance of eWIC, EBT, electronic fund transfers (EFT) or related services for any local, county, State, or Federal government agency, public or private association, or private organization.
- 4.4.2. 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 with the past five years.

4.5 Claim of Confidentiality

Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Transmittal Letter (4.1) in the Technical Proposal, and if applicable, separately in the Price Proposal. An explanation for each claim of confidentiality shall be included (see **Section 2.9 "Access to Public Records Act Notice"**). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included. Proposers designation of confidential information is not conclusive and is subject to STO's determination.

4.6 Volume II - Price Proposal

This volume containing the price proposal shall be labeled "Volume II – RFP for e-WIC Processing Services for Maryland and USVI, RFP # MD/VI-EWIC-02162021, and sealed separately. The price proposal volume must consist of a completed Price Proposal in the format included as Appendix B and signed by an individual authorized to bind the selected Offeror to all statements and fees contained in the proposal(s). See Section 1.9 Submission Requirements and Deadline for instructions.

Maryland and the USVI shall be billed separately, and only for the number of active cases, WIC Agency paid devices, or Required Priced Separately functions/services in each program.

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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 – 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. Proposed Personnel and Project Team;
3. Corporate Experience;
4. References;
5. Community Benefits; and
6. Economic Benefits to Maryland.

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 STO 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 STO shall honor the requests for debriefings at the earliest feasible time after the request has been received. The STO 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 STO 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 STO, however, is not obligated to conduct any discussions or negotiations. Each Offeror should be aware that the STO can select a proposal without first discussing the matter with the selected Offeror.

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APPENDIX A

Offerors are to complete the ***eWIC Function and Service Requirements*** which is a separate file. Open the file named: 2 - MDVI-EWIC-02162021 - Appendix A - eWIC Function and Service Requirements. Complete the form as required by providing confirmation of Offeror's ability to perform each of the requirements. See Section 3.4 Required Services for further instructions.

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APPENDIX B
PRICING SCHEDULES

The WIC Programs of Maryland and USVI are seeking a solution that is affordable for the long term. Consideration should be made by the Offeror to provide costs that meet these needs and provide for economical ongoing costs of operation.

Offerors are required to submit their price proposal using the following Price Schedules. Price Schedules must be submitted for both Maryland WIC and USVI WIC. The Price Schedules must be completed in their entirety. If needed, the Offeror may include a narrative to explain their pricing approach or components. The following sections describe each price schedule.

Pricing for the base contract period using the caseload for all active WIC Agencies Fees will not be adjusted during the initial four-year term of the Contract. Price adjustments will be permitted to reflect the Consumer Price Index (CPI) based on the end of the initial contract period and upon subsequent renewal option periods. The CPI adjustment is not cumulative.

SCHEDULE 1: TRANSITION AND CONVERSION PRICING

The Offeror shall provide a firm, fixed price per WIC Agency for transition and conversion from the current eWIC system/service provider. Refer to *Appendix A: eWIC Function and Service Requirements, Section 15 Contract Transition and System Conversion, Section 16 Testing, and Section 17 Documentation*. A quote must be provided that addresses the cost of a single WIC Agency conversion and transition. If an Offeror is not proposing a price the cells must indicate \$0.

SCHEDULE 1: TRANSITION AND CONVERSION PRICING	
	Firm Fixed Price Per State
Project Initiation	\$
UAT Completion	\$
Conversion/Transition Completion	\$

The project initiation phase will be considered complete when the following has occurred:

- The kick-off meeting has occurred and any related meeting notes have been approved
- The Project Management Plan has been approved
- The Project Schedule has been approved
- The Conversion and Transition Management Plan has been approved

UAT will be considered complete when the following has occurred:

- The System Design Documents have been approved
- The Test Plan and Scripts have been approved
- The Continuation of Business Plan has been approved
- The Disaster Recovery Plan has been approved
- The Cardholder and Vendor IVR Scripts have been approved
- The Security Plan has been approved
- UAT has been completed and the test report has been approved
- Maryland WIC has provided approval to move forward to the system conversion

Conversion/Transition will be considered complete with the following has occurred:

- All conversion activities have been completed
- All deliverables have been approved

SCHEDULE 2: CPCM FOR CORE eWIC SERVICES

The Offeror shall use the following pricing schedule to reflect their proposed Cost per Case Month (CPCM) pricing for the core eWIC services. CPCM includes all items identified as Required in *Appendix A: eWIC Function and Service Requirements* except for stand-beside POS devices which will be provided in *Schedule 3: Stand-Beside POS Device Costs*. Pricing for both Maryland WIC and USVI WIC must be the same CPCM price.

The amount paid for eWIC services shall be based on the total active eWIC cases for a calendar month reported on the invoice. An active case shall be defined as a single-family unit (account) that contains a benefit available to the family with either:

- (1) a benefit start date during the calendar month; OR
- (2) a benefit end date during the calendar month that was issued (created) during the calendar month.

On the invoice, the sum of cases shall be grouped by Regular and Compliance accounts.

SCHEDULE 2: CPCM FOR CORE eWIC SERVICES	
Combined MD and USVI Active WIC Cases for the Billing Month	CPCM
Base CPCM Price <i>Payment made monthly based on the number of active cases.</i>	\$

SCHEDULE 3: STAND-BESIDE POS DEVICE COSTS

Offerors shall specify their price per unit and/or monthly costs for specified stand-beside POS hardware and support services. State-paid devices shall only have one monthly cost per unit. If an Offeror is proposing a single-function vendor leased device, either a monthly per unit cost or a monthly operation/processing cost shall be provided. The cell with no cost must indicate \$0. If an Offeror is proposing a multi-function vendor leased device, a monthly cost per unit and a monthly operation/processing cost may be provided.

SCHEDULE 3: Stand-Beside POS Devices			
Device Type	Monthly Cost Per Unit	Monthly Operation/Processing Costs	Provide Device Make and Model
Single-Function Stand-Beside POS Device (State Paid) <i>See Requirement 11.5</i>	\$		
Single-Function Stand-Beside POS Device (Vendor Leased) <i>See Requirement 11.5</i>	\$	\$	
Multi-Function Stand-Beside POS Device (Vendor Leased) <i>See Requirement 11.5.6</i>	\$	\$	

SCHEDULE 4: REQUIRED PRICED SEPARATELY PER UNIT/SERVICE PRICES

Offerors shall indicate their per unit/service purchase or lease price, as indicated, for specified hardware and services. The specified items may be purchased at the option of the State. There are no guarantees of minimum or maximum purchase amounts.

SCHEDULE 4: Required priced separately Per Unit/Service Prices			
Equipment/Services (Appendix A)	One-Time/Unit Cost	Monthly Operation Costs	Provide Device Make and Model
Card Design Change <i>See Requirement 6.1.1.2</i> <i>(Cost per one design change)</i>	\$		
PIN Select Device <i>See Requirement 7.8.1.</i> <i>(Cost per device)</i>	\$		
Full POS System Level 2 Certification <i>See Requirement 11.4.7.1.1</i> <i>(Cost per new certification)</i>	\$		
Partial Level 2 Certification <i>See Requirement 11.4.7.1.2</i> <i>(Cost per new certification)</i>	\$		
Vendor Mobile App/POS <i>See Requirement 11.6</i> <i>(Cost Per Unit - any one-time development costs and monthly operational costs)</i>	\$	\$	
Wireless Stand-Beside Device <i>See Requirement 11.7</i> <i>(Cost Per Unit - any one-time development costs and monthly operational costs)</i>	\$	\$	

TRAVEL

Maryland WIC and USVI WIC will not reimburse the eWIC Processor for travel, living, or other incidental expenses related to work performed under this contract. Maryland WIC and USVI WIC will, however, reimburse the eWIC Processor for actual airfare and living expenses for travel to Maryland in accordance with COMAR 23.02.01-12 and the USVI in accordance with Appendix H Section 4 Travel Expenses for the purpose of stand-beside device installation (*see requirements 15.5.4.7 and 15.5.4.8*) during the conversion, upon submission of supporting receipts and in accordance with the following reimbursement policies:

- A) Travel for conversion tasks, stand-beside device installation, training, and Level 3 Certification support must be expressly approved in advance by the WIC Agency to be eligible for reimbursement.
- B) Travel should be conducted at a minimum cost for achieving success of the mission.
- C) Air travel reservations shall be made as far in advance as possible and shall utilize the lowest logical airfare based on acceptable times. Delays in route of not more than 2 hours that result in materially lower costs shall be used when available. Travel in business class or first class is not allowable unless documented evidence clearly indicates the travel is in the best interest of the State.
- D) Hotel accommodations shall utilize the lowest logical hotel rate.
- E) Rental car use is subject to approval by the State and is permitted when other means of transportation are unavailable, more costly, or impractical. The lowest cost vehicle necessary to achieve the traveler’s mission shall be reserved. In addition, necessary rental car expenses for gasoline, oil, emergency repairs, parking, and toll charges will be reimbursed.
- F) Subsistence will be reimbursed up to the maximum Maryland Local Meals rate found at <https://dbm.maryland.gov/Pages/MealTipReimbursement.aspx>.
- G) Receipts must support the reimbursed expenses.
- H) Each bid shall include \$25,000 for travel for Maryland WIC and USVI WIC.

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 Fees as follows:

Signature of Authorized Official

Name and Title of Authorized Official

Date:_____

APPENDIX C
(To be submitted with Technical Proposal)
BID/PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

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 hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, 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 submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

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

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

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

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

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of

the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

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

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

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

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

- (a) §7201, Attempt to Evade or Defeat Tax;
- (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
- (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
- (d) §7206, Fraud and False Statements, or
- (e) §7207 Fraudulent Returns, Statements, or Other Documents;

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

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

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

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;

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

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

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

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

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

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

I FURTHER AFFIRM THAT:

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

M. I FURTHER AFFIRM THAT:

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

N. ACKNOWLEDGEMENT

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

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

Date: _____

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

(signature of Authorized Representative and Affiant)

APPENDIX D
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: <https://www.dllr.state.md.us/labor/prev/livingwage.shtml>.

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

Contract No. MDVI-EWIC-02162021

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.

Appendix E (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)
- The 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;
 - The 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
 - The 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

Submit Affidavit with Proposal

APPENDIX F

CONTRACT

FOR

**E-WIC PROCESSING SERVICES FOR THE
WOMEN, INFANTS AND CHILDREN PROGRAM**

BETWEEN

MARYLAND STATE TREASURER'S OFFICE

AND

CONTRACT

THIS CONTRACT (the "Contract") is made as of the ___ day of _____, 2021, 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 services as described in this Contract, which includes the following exhibits:

Exhibit A: RFP for E-WIC Processing Services for the Women, Infants and Children Program for the Maryland Department of Health, RFP # MDVI-EWIC-02162021, dated 02/16/2021;
Exhibit Office's Summary of Pre-Proposal Conference dated ____;
Exhibit Office's 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 "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 November 1, 2021 and ending October 31, 2025.
- 2.2. There shall be two additional one-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 four years of the initial four-year term of this Contract. Price adjustments will be permitted to reflect the Consumer Price Index based on the end of the fourth 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 WIC Program
201 W. Preston Street
Baltimore, Maryland 21201
Email: Bryant.thompson@maryland.gov

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 shall be liable for and hereby agrees to indemnify and hold harmless the State (and its agencies, units or instrumentalities) from and against any and all losses, claims, damages, suits, actions, liabilities and/or expenses, including without limitation, attorneys' fees and disbursements of any character (collectively, "Losses") that arise from, are in connection with or are attributable to the Contractor's and/or its subcontractor's performance or nonperformance under this Contract.

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 shall be liable for and 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 \$14.42 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 \$10.83 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 State Finance and Procurement Article §13-221, Annotated Code of Maryland. That section requires a business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

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

confidentiality provisions of the RFP. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

ARTICLE V - NOTICES

5.1. All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

If to Maryland WIC: Bryan Thompson
 Chief, WIC Information Technology
 Maryland WIC Program
 201 W. Preston Street
 Baltimore, Maryland 21201

If to the Contractor: [Name and Address]

5.2. All invoices and all correspondence and inquiries relating to invoices or payments shall be addressed to the Agency identified above in Section 5.1.

ARTICLE VI - ADMINISTRATION

6.1. The work to be accomplished under this Contract shall be performed under the direction of the Contract Officer, Mary Royer, Chief Finance and Contract Management. All matters relating to the administration of this Contract shall be referred to the Procurement Officer for determination.

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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

**ACKNOWLEDGED AND ACCEPTED:
DEPARTMENT OF HEALTH AND
MENTAL HYGIENE, MARYLAND WIC
PROGRAM:**

By: _____
[Name]

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

David P. Chaisson
Assistant Attorney General

APPENDIX F-1

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 Contract for e-WIC Processing Services for Women, Infants and Children Program for the Maryland Department of Health dated _____, 2021. 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 F-2

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 Section 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 its [Contract Title], 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 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 law shall be indemnified and saved harmless from any claims, demands, expenses, 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 myself, 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 _____, 2021.

STATE OF MARYLAND

By: _____
Nancy K. Kopp
Treasurer

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

David P. Chaisson
Assistant Attorney General

APPENDIX G
CONTRACT AFFIDAVIT

A. AUTHORITY

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

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

I FURTHER AFFIRM THAT:

The business named above is a (check applicable 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 the business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

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 _____, 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 H

**PERSONAL SERVICES CONTRACT
FOR WIC-EBT PROCESSING SERVICES**

BETWEEN

The Government of the VIRGIN ISLANDS (GOVI)

AND

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 2021, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Department of Health (hereinafter referred to as "Government") and [Insert Contractor/Company name as it appears on the formation documents (i.e. articles of incorporation)] (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to [Insert summary of scope of services], which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the Government solicited the services under RFP No. _____; and

or

WHEREAS, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (##) [insert appropriate exception being utilized]; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

2. TERM AND EFFECTIVE DATE

This Contract shall be for a term of four (4) years, effective upon the date of execution of this Contract by the Commissioner of the Department of Property and Procurement and shall terminate [insert NUMBER OF DAYS or years in words and numerals] thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of two (2) one (1) year options subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew.

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor a sum not to exceed [insert value of contract in words] [(\$insert value of contract in numerals)] in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed \$10,000 per year.

5. RECORDS

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

9. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

10. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on [insert number of days in words] [(insert number of days in numerals)] days written notice to the other party specifying the date of termination.

18. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing [insert number of days in words] [(insert number of days in numerals)] days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the [insert number of days in words] [(insert number of days in numerals)] day notice.

19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
 - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

21. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT

Anthony D. Thomas
Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas Virgin Islands 00802

Justa "Tita" Encarnacion, RN, BSN, MBA/HCM
Commissioner
Virgin Islands Department of Health
Charles Harwood Medical Complex
3500 Estate Richmond
Christiansted, VI 00820

CONTRACTOR

[NAME]
[TITLE]
[NAME OF COMPANY]
[PHYSICAL ADDRESS]
[MAILING ADDRESS]
[CITY, STATE, ZIP CODE]

22. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

23. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this Contract and are incorporated herein by reference. (Please make sure all additional addenda are listed in this section that are made a part of this contract)

24. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts

with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current “LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT”. In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

25. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

26. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence. (Only insert if Contract involves federal funds)

27. INSURANCE [if contract is being entered into pursuant to an RFP, utilize the insurance provisions from the RFP, if the contract is being entered into pursuant to an exception to the formal advertising process, use the language below]

Contractor shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than one million dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars (\$1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. (Insurance limits may be reduced subject to DPP’s approval, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP’s approval).
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than one million dollars (\$1,000,000.00) per claim. The Government shall be listed thereon as a certificate holder. (Insurance limits may be reduced subject to the approval of DPP, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP’s approval).

(c) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

28. FASCIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES

GOVERNMENT OF THE VIRGIN ISLANDS

Justa "Tita" Encarnacion, Commissioner
Virgin Islands Department of Health

Date

Anthony D. Thomas, Commissioner
Department of Property and Procurement

Date

CONTRACTOR

[NAME] [TITLE]
[NAME OF COMPANY]

Date

(Corporate seal, if Contractor is a corporation)

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: _____ Date _____

PURCHASE ORDER NO. _____

APPENDIX I – Federal Funding Acknowledgement Attachment

A Summary of Certain Federal Fund Requirements and Restrictions

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all prospective and present sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form “Certification Against Lobbying.” It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF-LLL.
2. Form and instructions enclosed: “Form LLL, Disclosure of Lobbying Activities” must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed (I-3): Sub-recipients of federal funds on any level must complete a “Certification Regarding Environmental Tobacco Smoke,” required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC benefits are redeemed.
4. Form and summary of Act enclosed (I-4): recipients and sub-recipients of federal funds on any level must complete a “Certification Regarding Equal Employment Opportunity”.
5. Form and summary of Act enclosed (I-5): recipients and sub-recipients of federal funds on any level must complete a “Certification Regarding Clean Air and Federal Water Pollution”.
6. Form and summary of Act enclosed (I-6): recipients and sub-recipients of federal funds on any level must complete a “Certification Regarding the Copeland “Anti-Kickback” Act”.
7. Form and summary of Act enclosed (I-7): recipients and sub-recipients of federal funds on any level must complete a “Certification Regarding the Americans with Disabilities Act”.
8. Form and summary of Act enclosed (I-8): recipients and sub-recipients of federal funds on any level must complete a “Certification Regarding Drug-Free Workplace”.
9. Form and summary of Act enclosed (I-9): recipients and sub-recipients of federal fund must complete a “Certification Regarding Intangible Property”.
10. Form and summary of Act enclosed (I-10): recipients and sub-recipients of federal funds on any level must complete a “Certification Regarding Debarment and Suspension”.
11. In addition, federal law requires that:

- A) Title 2 of the Code of Federal Regulations (CFR) 200, specifically Subpart D, requires that grantees (both recipients and sub-recipients) which expend a total of \$750,000 in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and Title 2 CFR 200, Subpart D. All sub-grantee audit reports, performed in compliance with Title 2 CFR 200 shall be forwarded within 30 days of report issuance to the Contract Monitor.
- B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
- C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- 1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 2) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- 3) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- 4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- 5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of

Section 503 of the Rehabilitation Act of 1973, and committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

- 6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 *et seq.*) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation-programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.
- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level II of the Federal Executive pay scale, per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)
- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally performed during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

I-1
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No.	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

I-2
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to
 31 U.S.C. 1352

1. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan guarantee f. Loan insurance	2. Status of Federal Action: a. Bid/Offer/application b. Initial award c. Post-award	3. Report Type: a. Initial filing b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier __, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Amount of Payment <i>(check all that apply)</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment <i>(check all that apply)</i> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment <i>(check all that apply)</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind, specify: nature _____ value: _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)		
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		

16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____

Date:

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Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
12. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable federal funds is Medicare or Medicaid, or facilities where WIC benefits are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the Offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

Signature of Authorized Certifying Individual

CERTIFICATION FOR EQUAL EMPLOYMENT OPPORTUNITY FEDERAL CLAUSE

The Executive Order prohibits federal contractors and federally - assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. Additionally, Executive Order 11246 prohibits federal contractors and subcontractors from, under certain circumstances, taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or the pay of their co - workers.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be

provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

By signing this certification, the Offeror/contractor certifies that the submitting organization will comply with the requirements of the Act.

Signature of Authorized Certifying Individual

CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL FEDERAL CLAUSE

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II)

By signing this certification, the Offeror/contractor certifies that the submitting organization will comply with the requirements of the Act.

Signature of Authorized Certifying Individual

THE COPELAND "ANTI-KICKBACK" FEDERAL CLAUSE

The Copeland "Anti-Kickback" Act, 40 USC §276c and 18 USC §874:

The "Anti-Kickback" section of the Act precludes a contractor or subcontractor from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment. The Act also requires the contractor and subcontractor to submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period.

By signing this certification, the Offeror/contractor certifies that the submitting organization will comply with the requirements of the Act.

Signature of Authorized Certifying Individual

AMERICANS WITH DISABILITIES FEDERAL CLAUSE

The Americans with Disabilities Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

By signing this certification, the Offeror/contractor certifies that the submitting organization will comply with the requirements of the Act.

Signature of Authorized Certifying Individual

DRUG-FREE WORKPLACE FEDERAL CLAUSE

The Federal government implemented 41 U.S. Code § 8103, Drug-free workplace requirements for Federal grant recipients in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides.

Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
3. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
4. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

Transactions subject to the suspension/debarment rules (covered transactions) include grants, subgrants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included.

By signing this certification, the Offeror/contractor certifies that the submitting organization will comply with the requirements of the Act.

Signature of Authorized Certifying Individual

ROYALTY FREE RIGHTS TO USE SOFTWARE OR DOCUMENTATION DEVELOPED FEDERAL
CLAUSE

2 CFR 200.315 Intangible property.

(a) Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).

(b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

(d) The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

By signing this certification, the Offeror/contractor certifies that the submitting organization will comply with the requirements of the Federal Regulation.

Signature of Authorized Certifying Individual

I-10
DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (2 CFR 200, Subpart F, Appendix II)

By signing this certification, the Offeror/contractor certifies that the submitting organization is not suspended or debarred as specified by these rules.

Signature of Authorized Certifying Individual

APPENDIX I

MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS

This list applies to all contracts, amendments and exercises of renewal options. All supporting documents must be submitted for every contract, amendment or renewal of a contract.

1. Current VI Business License (to conduct activity covered by contract being pursued); and/ or copy of a current business license issued by a state. IRS 501(c)(3) certification letter required for non-profit corporations.
2. Proof of Commercial General Liability Insurance with the Government of the Virgin Islands as Certificate Holder and Additional Insured as indicated on Endorsement (policy number on endorsement must match policy number on certificate). An endorsement that explicitly names the Government of the Virgin Islands as an additional insured is required– blanket insurance endorsements that do not name the Government of the Virgin Islands are not accepted)
3. Proof of Worker’s Compensation Coverage/ Government Insurance Coverage
4. Sam.Gov Registration
5. Proof of Professional Liability Coverage with Government of the Virgin Islands as Certificate Holder for professional services contract. Professional services include but are not limited auditing and accounting firms, doctors, lawyers, architectural and engineering services, consulting, marketing firms. Professional liability (also known as errors and omissions/ malpractice insurance) is required only for professional services contracts where the Government will rely on the advice and services of the Contractor in its decision making processes OR where the government can suffer harm/ losses from faulty performance of the services from the quality of the contractor’s work.
6. Corporations (Inc., Corp, Co., Corporation)
 - a. Articles of Incorporation (and applicable amendments)
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of Good Standing (valid from July 1st thru June 30th)
 - d. Corporate Resolution on company letterhead (signed/ attested & dated by corporate secretary authorizing signatory)
7. Limited Liability Company (LLC)
 - a. Articles of Organization (and applicable amendments)
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of Good Standing (valid from July 1st thru June 30th)
 - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
8. General Partnerships
 - a. Partnership agreement (if it exists)
 - b. Memorandum authorizing signatory signed by all partners or secretary if one exists (valid for two years)

- c. Tradename Certificate if company uses a tradename (valid for two years)
- 9. Limited Partnerships (L.P/ LLP/ LLLP)
 - a. Certificate of Limited Partnership or Statement of Qualification for LLP/LLLP
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of Good Standing (valid from July 1st thru June 30th)
 - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
- 10. Sole Proprietorship
 - a. Tradename certificate if a tradename is used (valid for two years)

Note: Documents listed in Nos. 1-4 above are required for all contractors. Documents listed in No. 5 apply to professional services contracts only. Documents listed in Nos. 6-9 are specific to each organization type, and are required in addition to the documents listed in Nos. 1-4 and 5 (if applicable). If a contractor is not performing work in the Virgin Islands and do not require local documents, agency has an obligation to verify expiration dates of all documents in the applicable state. Do not submit expired documents to DPP.

EXHIBIT 1

Maryland WIC Program and eWIC Statistics

(Household figures in this table represent averages for the month of June 2020.)

Table 1: Maryland WIC Program and eWIC Statistics

Participant Data	Data
Number of WIC Participants (June 2020)	124,692
Number of Participants/Family (June 2020)	1.5
Number of WIC Families (June 2020)	82,122
Number eWIC Cards Issued Monthly (Average July 2019 -June 2020)	2,963
Number of Compliance Accounts (June 2020)	20
Average Number of eWIC Cards Replaced Monthly (Average July 2019 -June 2020)	1,401
Average Number of Mailed Replacement Cards Monthly (Average July 2019 -June 2020)	739
Local Agency/Clinic Data	Data
Number of Local Agencies	18
Number of Clinic Locations	85
Number of PIN Selection Devices Deployed Statewide	343
Vendor Data	Data
Number of WIC Vendors	577
<i>Chain</i>	348
<i>Small Chain</i>	11
<i>Independent</i>	77
<i>Commissaries</i>	7
<i>Farms</i>	188
<i>Pharmacy</i>	33
Number of Vendors with Stand-Beside Devices (some have more than 1 device)	155
<i>Single-Function Devices</i>	182
Number of Farmers with Stand-Beside Wireless Devices (some have more than 1 device)	27
<i>Wireless Single-Function Devices</i>	27
Cardholder/Vendor Customer Service	Data
IVR - Average Monthly Calls (July 2019 – June 2020)	15,879
Live Customer Service Agency – Average Monthly Calls (July 2019 – June 2020)	343
IVR - Average Monthly Calls - Vendors (July 2019 – June 2020)	154
Live Customer Service Agency - Average Monthly Calls - Vendors (July 2019 – June 2020))	113
Other Agency Information	
Issuer Identification Number	610385

EXHIBIT 2

Table 1: USVI WIC Program and eWIC Statistics
(Household figures in this table represent averages for the month of June 2020.)

Table 1: USVI WIC Program and eWIC Statistics

Participant Data	Data
Number of WIC Participants (June 2020)	2,965
Number of Participants/Family (June 2020)	1.6
Number of WIC Families (June 2020)	1,874
Average Number eWIC Cards Issued Monthly (July 2019 - June 2020)	50
Number of Compliance Accounts (June 2020)	8
Average Number of eWIC Cards Replaced Monthly (July 2019 - June 2020)	20
Local Agency/Clinic Data	Data
Number of Clinic Locations	5
Number of PIN Selection Devices Deployed Statewide	15
Vendor Data	Data
Number of WIC Vendors	10
<i>Grocery</i>	10
<i>Supercenter</i>	0
<i>Pharmacy</i>	0
<i>Formula Warehouse</i>	0
Number of Vendors with Stand-Beside Devices	7
<i>Single-Function Devices</i>	21
Cardholder/Vendor Customer Service	Data
IVR - Average Monthly Calls - Cardholders (July 2019 - June 2020)	402
Live Customer Service Agency - Average Monthly Calls - Cardholders (July 2019 - June 2020)	2
IVR - Average Monthly Calls - Vendors (July 2019 - June 2020)	0
Live Customer Service Agency - Average Monthly Calls - Vendors (July 2019 - June 2020)	0
Other Agency Information	
Issuer Identification Number	610386

EXHIBIT 3

KEY TERMINOLOGY AND ACRONYMS

Term / Acronym	Definition
ACH	Automated Clearing House
ANSI	American National Standards Institute
APL	Authorized Product List
BAFO	Best and Final Offer
CFR	Code of Federal Regulation
CMS	Centers for Medicare and Medicaid Services
CPCM	Cost Per Case Month
CSA	Customer Service Agent
CVB	Cash Value Benefits
DFDD	Detailed Functional Design Document
DOB	Date of Birth
DTSD	Detailed Technical Specifications Document
EBA	Electronic Benefit Account
EBT	Electronic Benefits Transfer
ECR	Electronic Cash Register
EFT	Electronic Funds Transfer
EGC	Executive Governance Committee
eWIC	EBT for the delivery of WIC benefits
eWIC Services	eWIC services is used throughout this RFP and includes the services provided by the eWIC processor that include account management, customer services, vendor enablement services, and data storage and management,
eWIC System	eWIC system is used throughout this RFP and refers to the system responsible for storing account information and benefits and processing transactions.
FAQ	Frequently Asked Questions
FEIN	Federal Employer Identification Number
FNS	Food and Nutrition Service
HIPAA	Health Insurance Portability and Accountability Act
ICD	Interface Control Document
ID	Identification
IIN	Issuer Identification Number
IECR	Integrated Electronic Cash Register
IFPS	International Federation of Produce Standards
IRS	Internal Revenue Service
ISO	International Organization for Standardization
ITIL	IT Service Management detailed practices
IVR	Interactive Voice Response
IV&V	Independent Verification and Validation
MIS	Management Information System

Term / Acronym	Definition
MS	Microsoft Office Product
M&E	Maintenance and Enhancement
NACHA	National Automated Clearing House Association
NTE	Not-to-Exceed
NIST	National Institute of Standards and Technology
OIG	Office of Inspector General
OIS	Office of Information Security
OIT	Office of Information Technology
PAN	Primary Account Number
PCI-DSS	Payment Card Industry Data Security Standard
PCU	Purchasing and Contracts Unit
PII	Personally Identifying Information
PIN	Personal Identification Number
PLU	Price Look-Up
PMP	Project Management Professional
POS	Point-of-Sale
QA	Quality Assurance
QRG	Quick Reference Guide
RBAC	Role Based Access Control
RFP	Request for Proposals
SOC1	Service Organization Controls 1
SOC2	Service Organization Controls 2
S-SDLC	Secure System Development Lifecycle
TIG	Technical Implementation Guide
TPP	Third-Party Processors
TTY	Teletypewriter
UAT	User Acceptance Testing
UPC	Universal Product Codes
US	United States
USDA	United States Department of Agriculture
VAR	Value Added Reseller
WCAG	Web Content Accessibility Guidelines
WIC	Supplemental Nutrition Program for Women, Infants and Children
WUMEI	WIC Universal MIS-EBT Interface

EXHIBIT 4

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 5

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 6

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 7

State Finance and Procurement Article

§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.

EXHIBIT 8

MARYLAND and USVI EWIC INTERFACE DOCUMENT

The Maryland and USVI Interface document is a separate exhibit to the RFP under the file name:

MD USVI Interface Document.