



Maryland
STATE
TREASURER
Investing for Maryland's future.

Nancy K. Kopp
State Treasurer

Bernadette T. Benik
Chief Deputy Treasurer

**MARYLAND STATE TREASURER'S OFFICE
ON BEHALF OF
MARYLAND DEPARTMENT OF AGRICULTURE**

INVITATION FOR BIDS

FOR

**FARMER'S MARKET NUTRITION PROGRAM
CHECK PROCESSING SERVICES**

IFB# FMNP-CPS-11272019

BIDS DUE: JANUARY 6, 2020 BY 2:00 P.M.

KEY INFORMATION SUMMARY SHEET

**Maryland State Treasurer's Office, on behalf of the
Maryland Department of Agriculture**

**Invitation for Bids for
Farmer's Market Nutrition Program
Check Processing Services**

IFB# FMNP-CPS-11272019

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

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

SCHEDULE OF EVENTS

IFB Release Date:	November 27, 2019
Deadline for Questions	December 12, 2019 by 2:00 p.m. Eastern time
Bids Due Date and Opening:	January 6, 2020 by 2:00 p.m. Eastern Time
Tentative Contract Award:	January 9, 2020

Notice: A prospective bidder 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 IFB or other communications can be sent to them. A prospective bidder should also register on eMMA at: (<https://procurement.maryland.gov>). Any prospective bidder 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.

TABLE OF CONTENTS

	<u>Page</u>
I. Procurement Information	
1.1 Summary Statement	1
1.2 Issuing Office and Procurement Officer	1
1.3 Procurement Method	1
1.4 Contract Officer.....	2
1.5 Use of eMaryland Marketplace Advantage.....	2
1.6 Schedule of Events.....	2
1.7 Questions and Inquiries	2
1.8 Pre-Bid Conference	3
1.9 Submission Deadline	3
1.10 False Statements	3
1.11 Duration of Offer	3
II. General Information	
2.1 Purpose	4
2.2 Electronic Distribution	4
2.3 Revisions to the IFB	4
2.4 Cancellation of the IFB; Rejection of All Bids	4
2.5 Bid Acceptance; Discussions	4
2.6 Incurred Expenses.....	5
2.7 Bid Form	5
2.8 Access to Public Records Act Notice	5
2.9 Protests	5
2.10 Bid Opening.....	5
2.11 Minority Business Enterprises	6
2.12 Veteran-Owned Small Business Enterprise	6
2.13 No Guarantee of Work	6
2.14 Bid/Proposal Affidavit.....	6
2.15 Contract Affidavit.....	6
2.16 Acceptance of Terms and Conditions	6
2.17 Payment by Electronic Funds Transfer	7
2.18 Order of Precedence	7
III. Scope of Services and Requirements	
3.1 Background	8
3.2 Minimum Qualifications.....	8
3.3 Required Services	9
3.4 MDA Requirements	11
3.5 Term of Required Services.....	12
IV. Bid Format	
4.1 Transmittal Letter	13
4.2 Bidder's Qualifications.....	13
4.3 Bidder's Capabilities	13
4.4 References.....	13
4.5 Bid Form	13

V. Evaluation and Selection Procedure

5.1	Evaluation	14
5.2	Bidder’s Qualifications.....	14
5.3	Selection.....	14

Appendices

A.	Bid Pricing Worksheet	15
B.	Bid/Proposal Affidavit (complete and submit with bid).....	16
C.	Form of Standard Contract.....	24
D.	Contract Affidavit (complete and submit with Contract).....	35

Exhibits

1.	State Finance and Procurement Article, §6-201	39
2.	Sample Report Forms.....	40
3.	Sample Check Forms.....	41

SECTION I – PROCUREMENT INFORMATION

1.1 Summary Statement

The Maryland State Treasurer’s Office, on behalf of the MDA, is requesting bids for the processing of food instruments checks (“checks”) for payment to authorized farmers participating in the Farmers’ Market Nutrition Program (“FMNP”), which is a USDA funded nutrition grant program. The FMNP grants are used to provide low-income seniors and Maryland Women, Infants and Children (WIC) participants with checks they can exchange for eligible foods at farmers’ markets, roadside stands, and community supported agriculture programs, with authorized farmers

1.2 Issuing Office and Procurement Officer

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

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

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

Prospective bidders who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name, mailing and email address so that any amendments to the IFB and other communications may be sent to them.

1.3 Procurement Method

The Contract arising out of this IFB (the “Contract”) will be awarded in accordance with the competitive sealed bidding process under COMAR 21.05.02.

1.4 Contract Officer

The Contract Officer monitors the daily activities of the contract and provides technical guidance to the selected bidder (the “Contractor”). The State Contract Officer for this Contract will be:

Mark S. Powell
Chief, Agriculture and Seafood Marketing
Maryland Department of Agriculture
50 Harry S. Truman Parkway
Annapolis, Maryland 21401
Tel: (410)841-5775

1.5 Use of eMaryland Marketplace Advantage (eMMA)

eMMA is a free electronic commerce system administered by the Maryland Department of General Services. The IFB, associated materials, and all other solicitation-related material will be provided via eMMA. This means that all such information is immediately available to subscribers of eMMA. All subscribers will receive solicitation notifications as well as solicitation update/change order notifications. Because of the instant access afforded by eMMA, it is recommended that all bidders interested in doing business with Maryland State agencies subscribe to eMMA. In order to receive a contract award, a vendor must be registered on eMMA. Go to: <https://procurement.maryland.gov>, click on “Login and Register for eMMA” under Quick Links to begin the process and then follow the prompts.

1.6 Schedule of Events

<u>Event</u>	<u>Date:</u>
Notice in “eMaryland Marketplace Advantage”	11/27/2019
IFB Release Date	11/27/2019
Deadline for Receipt of Questions	12/12/2019 by 2 p.m. Eastern Time
Submission Deadline for Bids and Bid Opening	1/6/2020 by 2 p.m. Eastern Time
Approval of Award	1/9/2020

1.7 Questions and Inquiries

All questions and inquiries should be directed to the Procurement Officer identified in Section 1.2 above. Questions must be submitted in writing by mail or via email and received by the Issuing Office no later than 2:00 p.m., Eastern Time on Thursday, December 12, 2019. Oral questions will not be permitted. If the questions or inquiries pertain to a specific section of the IFB, the page and section number(s) must be referenced.

1.8 Pre-Bid Conference

There will be no pre-bid conference.

1.9 Submission Deadline

To be considered, bids must be received by the Procurement Officer at the Issuing Office no later than 2:00 p.m. Eastern Time on Monday, January 6, 2020. The Office will not grant requests for extension of the submission deadline. Bidders mailing bids should allow sufficient mail and internal delivery time to ensure the timely receipt of the bids by the Procurement Officer at the Issuing Office. Except as permitted under COMAR 21.05.02.10, bids received by the Procurement Officer after the submission deadline, regardless of the method of their transmission, will not be considered.

1.10 False Statements

Bidders 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

Bids submitted in response to this solicitation are irrevocable for 90 days following the closing date. This period may be extended at the Procurement Officer's request only by a bidder's written agreement.

SECTION II – GENERAL INFORMATION

2.1 **Purpose**

The overall purpose of this IFB is to provide information to bidders interested in submitting bids to meet the MDA's need for check processing services as described in this IFB.

2.2 **Electronic Distribution**

This IFB is published on *eMaryland Marketplace Advantage*, posted on the website for the Office, and emailed to firms known to be interested in receiving IFBs. Potential bidders wishing to receive copies of the written document should contact the Procurement Officer identified in Section 1.2, above.

2.3 **Revisions to the IFB**

The Office reserves the right to amend this IFB at any time prior to the bid due date and time. If it becomes necessary to revise this IFB at any time prior to the bid due date and time, amendments will be provided to all prospective bidders that were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. Written acknowledgment of the receipt of all amendments will be required. In addition, amendments to the IFB will be posted on the Office's Procurement Web Page at: www.treasurer.state.md.us, (select "Procurement Information" under "MDA – Check Processing Services"), and also on eMaryland Marketplace Advantage at: <https://procurement.maryland.gov>. Amendments made after the due date for bids will be sent only to those bidders who submitted a timely bid.

2.4 **Cancellation of the IFB; Rejection of all Bids**

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

2.5 **Bid Acceptance; Discussions**

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

2.6 Incurred Expenses

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

2.7 Bid Form

Bidders must submit with their bid responses and their Pricing Bid Sheet which is included as Appendix A. Bids that are submitted electronically must have a digital signature.

2.8 Access to Public Records Act Notice; Fees

A bidder should give specific attention to the identification of those portions of its bid 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, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. The Office may charge a fee for copies and search and preparation time, in accordance with COMAR 25.01.04.09. The Office may require payment of such fees before releasing the requested information.

2.9 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).

Any protest regarding this solicitation must be filed in writing with the Procurement Officer only. If the reason for the protest is apparent before the bid opening, the protest must be filed before the bid opening. In all other cases, the protest must be filed 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.

2.10 Bid Opening

The Office shall open bids publicly at the Maryland State Treasurer's Office, Louis L. Goldstein Treasury Bldg., 80 Calvert Street, Annapolis, Maryland 21401, 1st Floor Conference Room, on Monday, January 6, 2020 at 2:00 p.m. Eastern Time. The office shall make available the name of each bidder, the annual fees, and such other information as is deemed appropriate. The

Office shall tabulate the bids or make a bid abstract. The Office shall make available for public inspection opened bids at a reasonable time after bid opening, but in any case, before contract award except to the extent the bidder designates trade secrets or other proprietary data to be confidential.

2.11 Minority Business Enterprises

The Office has not established a minority business enterprise (“MBE”) subcontractor participation goal for this solicitation.

2.12 Veteran-Owned Small Business Enterprise

The Office has not established a veteran-owned small business enterprise (“VSBE”) subcontractor participation goal for this solicitation.

2.13 No Guarantee of Work

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

2.14 Bid/Proposal Affidavit

All bids submitted by a bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Appendix B to this IFB.

2.15 Contract Affidavit

All bidders are advised that if a contract is awarded as a result of this solicitation, the successful bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes in Appendix D. This Affidavit should not be submitted with a bidder's bid. For purposes of completing Section “B” of this Affidavit, (Certification of Registration or Qualification with the State Department of Assessment and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

2.16 Acceptance of Terms and Conditions

1. By submitting a bid in response to this IFB, the bidder (a) accepts all of the terms and conditions set forth in this IFB, and (b) represents that 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”).
2. If selected for award, the bidder agrees, (a) that it will comply with all federal, State and local laws applicable to its activities and obligations under the Contract, (b) that it shall not become in arrears under any State obligation during the term of the Contract, and (c) to all terms and conditions set forth in the Contract.

2.17 Payment by Electronic Funds Transfer

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.

2.18 Order of Precedence

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

1. the Contract;
2. the IFB; and
3. the Contractors bid.

Modifications to the order of precedence provision of this solicitation will not be accepted.

Remainder of Page Intentionally Left Blank

SECTION III - SCOPE OF SERVICES AND REQUIREMENTS

3.1 Background

The Farmers' Market Nutrition Program (FMNP) is a USDA funded Nutrition Grant Program that is administered by the Maryland Department of Agriculture, in conjunction with the Maryland Department of Health and the Maryland Department of Aging. The two programs funded by the FMNP Grant Program are the Maryland WIC FMNP and the Senior FMNP. These FMNP grants are used to provide low-income seniors and WIC participants with checks they can exchange for eligible foods at farmers' markets and farm stands operated by farmers authorized by MDA.

Checks will be distributed by the local WIC clinics and by local senior centers (Local Agencies on Aging). Farmers deposit the checks into their local bank. The checks are processed by the bidder with the payment paid directly to the authorized farmer.

The checks are used to buy fresh fruits, vegetables, and cut herbs (and honey for seniors only) at Maryland farmers' markets. There are 108 Farmer's Markets in Maryland with about 200 local farmers that participate in this program, helping to expand access for low-income Marylanders to be able to purchase fresh local produce.

MDA is required to monitor WIC Clinics and senior programs of the distribution of checks to ensure compliance with all federal and State regulations related to this program. This is done partly by examining bank records indicating distribution at county and Baltimore City sites and the redemption of those checks. Ledgers and reports applicable to this requirement will be maintained by bidder and made available via an online portal. MDA will receive monthly bank statements and work with partners at the: a) Maryland Department of Health, b) Contractor and c) MDA visits to WIC clinics, senior centers and farmers markets.

3.2 Minimum Qualifications

In its bid, each bidder 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 bid.

3.2.1. The bidder is a financial institution, as defined in State Finance and Procurement Article, §6-201, Annotated Code of Maryland (*see* Exhibit 1). Alternatively, for a Bidder that is not a financial institution, the Bidder must contract with a financial institution to serve as the depository of funds to be distributed and must specify in its Bid the name of any such financial institution to be used by the Bidder.

3.2.2. The bidder (or, in the case of a bidder 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").

3.2.3. The bidder (or, in the case of a bidder 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”.

3.3 Required Services

To be considered for this Contract, the Bidder must meet or exceed the requirements in Table 3.3.1 listed below and provide a description of its services.

Table 3.3.1 Requirements		
Requirements	Can Meet Requirements (yes/no)	Description of Services
1) Maintain 2 bank accounts which the WIC FMNP and Senior FMNP checks will clear. These accounts may be subject to the Collateral Security Agreement (<i>see</i> Sections 6-202, 6-209, and 6-222 of the State Finance and Procurement Article).		
2) Bidder will complete all check clearing and bank processing on checks presented on the accounts.		
3) Bidder will capture the farmer number and complete automated and visual review on all items for conditions specified for the program. Items that do not meet these conditions will be returned to the farmers. Credit will be applied to the account(s) for the value of any returned items. Example of conditions may include: missing or unreadable farmer identification number, improper endorsement by participant, and/or late cashing.		

Requirements	Can Meet Requirements (yes/no)	Description of Services
<p>4) <u>On-Line Capability</u> – The bidder must provide an on-line capability for the MDA to monitor individual transactions that shows previous day activity for each account and provide daily, weekly, and monthly funding details.</p>		
<p>5) <u>Metrics Reporting</u> – Bidder is to provide daily, monthly and year-end closeout check clearing and processing transactional statement reports for each account which includes all redemption details as follows:</p> <p><i><u>Monthly/Quarterly Reports – Transaction Summary</u></i></p> <ul style="list-style-type: none"> ● Vendor Number ● Vendor Name ● Redemption Period ● Paid (Count and Amount) ● Returned (Count and Amount) <p><i><u>Monthly/Quarterly Range Reporting</u></i></p> <ul style="list-style-type: none"> ● Site (By Maryland County and City of Baltimore) ● Check Serial Range ● Total Issued ● Net Paid Count ● Net Paid Amount ● Net Paid Count YTD/Site Percent ● Net Paid Amount YTD/State Percent ● Unclaimed/Lost Count ● Participant Account <p>See Exhibit 2.</p>		
<p>6) A daily funding report will be emailed to MDA.</p>		

Requirements	Can Meet Requirements (yes/no)	Description of Services
<p>7) Bidder will retain presented images of all checks. These images are to be available online within three (3) business days of presentment and maintained for a period of seven (7) years. Inquiry capabilities required as:</p> <p>Date or date range;</p> <p>a) Check number or check number range;</p> <p>b) Dollar amount or dollar amount range;</p> <p>c) Farmer number; and</p> <p>d) Paid reason and Return reason.</p>		
<p>8) Reconciliation and monthly bank statements will be provided within 10 days of the processing month. The reconciliation will also be e-mailed for receipt by the fifth business day after the report month.</p>		
<p>9) A “Help Desk” number to be available to MDA for customer assistance Monday through Friday, during regular business hours.</p>		
<p>10) Check printing – Bidder will be responsible for getting the WIC and Senior FMNP checks printed as instructed by MDA. A sample format of the checks, number sequence and clip art will be provided by MDA to the awarded bidder. See Exhibit 3.</p>		

3.4 **MDA Requirements**

- 3.4.1. MDA will provide a file of authorized farmer numbers and names to bidder, which will be updated to a database maintained by bidder and used for processing both FMNP and Seniors FMNP for the State of Maryland.
- 3.4.2. MDA will be responsible for maintaining a zero or positive balance at all times in the accounts.

- 3.4.3. MDA will be responsible for providing Maryland Counties and Baltimore City site names, check distribution quantities, and valid farmer files. Check number ranges will be provided directly by the printer by MDA and to Bidder for updates and use in the range report.

3.5 Term of Required Services

The initial term of the Contract shall be for a period of one year beginning January 15, 2020 to December 31, 2020. The Contract will also contain an option to renew upon the same terms and conditions for one additional year. Exercise of the renewal option shall be solely at the discretion of the Treasurer or the Treasurer's designee.

Remainder of Page Intentionally Left Blank

SECTION IV - BID FORMAT

4.1. Transmittal Letter

A brief transmittal letter prepared on the Bidder's business stationary should accompany the bid. The letter must be signed by an individual authorized to bind the selected Bidder to all statements, including services and fees contained in the bid. The transmittal letter should also indicate that, if selected, the Bidder will execute a contract materially the same as Appendix C.

4.2. Bidder's Qualifications

4.2.1. Each bidder shall specifically and clearly state in its bid that it meets each minimum qualification in Section 3.2 Minimum Qualifications.

4.2.2. Each bidder shall provide evidence of certification and/or membership and compliance with Federal Deposit Insurance Corporation ("FDIC").

4.3. Bidder's Capabilities

In its bid, each bidder shall include responses the following Sections of the IFB:

4.3.1. All Bidders are to provide brief description of services describing how their firm meets or exceeds the Requirements listed in Section 3.3 (Table 3.3.1).

4.3.2. Have a contingency and disaster recovery plan that is in place to ensure that the services provided in response to this IFB will be maintained in the event of disruption to the Bidder's operations.

4.4. References

The Bidder shall identify a minimum of two (2) current references that the bidder is providing check processing services similar to what is requested in this IFB for government entities. The list of references must contain the name of each organization, the point of contact's email address, telephone number, and a brief description of services rendered. The Procurement Officer may contact one or more of these references, and in addition, may contact any other references of their choosing.

4.5. Bid Form

Each Bidder must submit by 2:00 p.m. Eastern Time on Monday, January 6, 2019, a completed and signed Bid Form (Appendix A), Bid Affidavit (Appendix B) and responses to Section 4.2 Bidder's Qualifications, 4.3 Bidder's Capabilities and 4.4 References. The Bid Form must be signed by an individual authorized to bind the bidder to all terms and conditions of this IFB and the agreements contemplated hereunder. The State reserves the right to reject any conditional bid(s).

SECTION IV - EVALUATION AND SELECTION PROCEDURE

5.1 Evaluation

All qualifying bids received from responsible bidders by the submission deadline will be evaluated by the Office.

5.2. Bidder's Qualifications

5.2.1. In General. The Office may make such reasonable investigations as deemed proper and necessary to determine the ability of any bidder to meet the requirements of this solicitation. By submitting a bid in response to this IFB, a bidder shall be deemed to have agreed to provide to the Office all such information for this purpose as reasonably may be requested. The Office reserves the right to reject any bid if the information submitted by, or the investigation of, the bidder fails to satisfy the Office that such bidder meets the requirements of this solicitation and the agreements contemplated herein.

5.2.2. Qualification Conditions. If selected for award, a bidder must, in the exercise of the Office's reasonable judgment:

- Meet or exceed the Minimum Qualifications;
- Demonstrate its capability to perform the services as required in this IFB.

5.3 Selection

Pursuant to COMAR 21.05.02.13, the Office will make the award to the responsible and responsive bidder, who submitted a bid determined by the Office to represent the most favorable bid price.

Remainder of Page Intentionally Left Blank

**APPENDIX A
 BID PRICING WORKSHEET**

The Bidder shall submit the annual cost for providing the services specified in Section III of the IFB.

IFB for Farmer's Market and Nutrition Program Check Processing Services, IFB #FMNP-CPS-11272019

Firm Name: _____

Address: _____

<u>SERVICES</u>	<u>ESTIMATED MONTHLY VOLUME</u>	<u>UNIT COST</u>	<u>TOTAL COSTS</u>
Per Check Paid	14,928		
Per Check Returned	21		
Monthly Reporting Fee	1		
Credit post (account fundings)	9		
Account Maintenance Fee (2 accounts)	2		
MICR/Check Rejects \geq 1%	1		
Information Reporting Maintenance Fee	1		
Previous Day Balance Reporting	20		
Daily Funding Report	20		
Metrics Reporting	4		
Paid Check Images Reporting	4		
Check Printing			
FM (booklets of 6 checks)	21,667		
SFM (booklets of 6 checks)	7,200		
Check Printing Artwork (2 accounts)	2		

In compliance with the IFB and with all terms and conditions set forth therein, the undersigned represents that he/she has full authority to submit the above bid and to bind his/her principal to the obligations contemplated thereunder.

 Signature of Authorized Official

 Name and Title of Authorized Official

Date: _____

**APPENDIX B
BID AFFIDAVIT
(To be Submitted with Bid)**

A. AUTHORITY

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

- (3) Fail to use the certified minority business enterprise in the performance of the contract;
or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

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

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

I FURTHER AFFIRM THAT:

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

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

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

O. ACKNOWLEDGEMENT

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

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

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
Printed Name of Authorized Representative and Affiant

Title: _____

Date: _____

APPENDIX C

CONTRACT FOR FARMER'S MARKET NUTRITION PROGRAM CHECK PROCESSING SERVICES

THIS CONTRACT (the "Contract"), is made as of the ___ day of _____, 2020 by and between [NAME AND ADDRESS] (the "Contractor"), and the **Maryland State Treasurer's Office**, 80 Calvert Street, Annapolis, Maryland 21401 (the "Office"), on behalf of the **Maryland Department of Agriculture** (MDA), 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

1.1 The Office hereby engages the Contractor to provide check processing and check printing services as described in this Contract, which includes the following Exhibits:

Exhibit A: Maryland State Treasurer's Office Small Procurement for Farmer's Market Nutrition Program Check Processing Services, IFB# FMNP-CPS-11272019;

Exhibit B: Contractor's Bid dated _____, 2020;

Exhibit C: Bid/Proposal Affidavit dated _____, 2020; and

Exhibit D: Contract Affidavit dated _____, 2020.

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 January 15, 2020 and ending December 31, 2020.
- 2.2 In addition, there shall be an additional one-year renewal option, 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), 4.20 (Retention of Records/Audit), 4.24 (Ownership of Documents and Materials), and 4.25 (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 The MDA shall be responsible for paying the fees as set forth in Contractor's Bid as attached hereto as Exhibit ___. These fees shall not be adjusted during the term of this Contract.
- 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:

Mark S. Powell
Chief, Agriculture and Seafood Marketing
Maryland Department of Agriculture
50 Harry S. Truman Parkway
Annapolis, Maryland 21401

3.4. Invoices must be submitted either:

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

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

ARTICLE IV – GENERAL CONDITIONS

4.1. Liability

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

The Contractor hereby agrees to indemnify and save harmless the State against all claims, damages, costs, losses and liabilities whatsoever, including but not limited to 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. 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.

4.12. 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 Contractor's 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.

4.13. 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).

4.14. 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.

4.15. 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.

4.16. 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.

4.17. 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.

4.18. Financial Disclosure

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 time when 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.

4.19. Political Contribution Disclosure

The Contractor shall comply with the political contribution reporting requirements to which the contractor may be subject to under Title 14 of the Election Law Article, Annotated Code of Maryland. That Title includes requirements for persons making or having a single contract with a single governmental entity involving cumulative consideration of at least \$200,000 to file certain statements with the State Board of Elections both before the execution of such contracts by that governmental entity and periodically thereafter; and further requires the governmental entity to require such persons to certify that they have filed such statements. *Additional information is available on the State Board of Election website: http://www.elections.state.md.us/campaign_finance/index.html.*

4.20. 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.

4.21. Compliance with Laws

The Contractor hereby represents and warrants that:

4.21.1. 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;

4.21.2. 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;

4.21.3. It shall comply with all federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Contract; and

4.21.4. 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.

4.22. 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.

4.23. Cost and Price Certification

4.23.1. 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.

4.23.2. 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.

4.24. 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 or copyright, patent or trademark registration.

4.25. Patents, Copyrights and Trade Secrets

4.25.1. 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.

4.25.2. 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 4.25.3. below.

4.25.3. 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.

4.26. 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 IFB. 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 the Office: Procurement Officer
Attn: Anne Jewell
Maryland State Treasurer's Office
80 Calvert Street, Room 109
Annapolis, Maryland 21401

If to the MDA: Mark S. Powell
Chief, Agriculture and Seafood Marketing
Maryland Department of Agriculture
50 Harry S. Truman Parkway
Annapolis, Maryland 21401

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, Mark Powell, Chief, Agriculture and Seafood Marketing. All matters relating to the administration of this Contract shall be referred to the Procurement Officer for determination.

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: _____
Bernadette T. Benik
Chief Deputy Treasurer

**ACKNOWLEDGED AND ACCEPTED:
MARYLAND DEPARTMENT OF
AGRICULTURE**

By: _____
Mark S. Powell, Chief
Agriculture and Seafood Marketing

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

David P. Chaisson
Assistant Attorney General

APPENDIX D
(To be submitted with the Contract)
CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

and is registered or qualified as required under Maryland Law.

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

Name and Department ID Number: _____

Address: _____

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

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require 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 time when 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 _____, 2020, 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: _____

Exhibit 1

§6–201.

- (a) In this subtitle the following words have the meanings indicated.
- (b) “Banking institution” means an institution that is incorporated under the laws of the State as a State bank, trust company, or savings bank.
- (c) “Collateral” means collateral that is listed under § 6–202 of this subtitle.
- (d) “Deposit insurance” means insurance by:
 - (1) the Federal Deposit Insurance Corporation; or
 - (2) the Resolution Trust Corporation created under § 21A of the Federal Home Loan Bank Act (12 U.S.C. § 1441a.).
- (e) “Financial institution” means:
 - (1) any banking institution;
 - (2) any national banking association;
 - (3) an institution that is incorporated under the laws of any other state as a bank; and
 - (4) an institution that is incorporated under the laws of this State or of the United States as a savings and loan association.
- (f) “National banking association” means an institution that is incorporated under federal law as a bank.
- (g) “State money” for purposes of §§ 6–209 and 6–210 of this subtitle includes money in a bank account maintained under the control of an employee or official of the clerk of the court or register of wills.

Exhibit 2

INSTITUTION NR. STATE: MZ ACCOUNT: CLOSEOUT - RANGE REPORTING AS OF REPORT DATE SENIORS FARMERS MARKET REPORT DATE 8/30/19 RUN DATE 9/03/19 TIME PREPARED PAGE 1

SITE SERIAL RANGE TOTAL ISSUED NET PAID COUNT NET PAID AMOUNT NET PAID COUNT YTD /SITE PCT UNCLAIMED /STATE PCT PARTICIPANT /LOST - STOLEN CNT CNT

ALLEGANY -----

TOTALS \$ 0

ANNE ARUNDEL -----

TOTALS \$ 0

INSTITUTION NR. STATE: MZ ACCOUNT: CLOSEOUT - VENDOR QUARTERLY ACTIVITY SUMMARY REPORT IN VENDOR NAME ORDER ALL ITEMS REPORT DATE 8/30/19 RUN DATE 9/03/19 TIME PREPARED PAGE 1

VENDOR NUMBER	VENDOR NAME AND ADDRESS	REDEMPTION PERIOD	COUNT	PAID AMOUNT	RETURNED AMOUNT	REIMBURSED AMOUNT
000000	UNKNOWN VENDOR NAME	JUN-AUG 2019				
		MAR-MAY 2019				
		DEC-FEB 2019				
		SEP-NOV 2018				
		YEAR TOTAL				
		FISCAL YEAR				

Activity Warning

Exhibit 3

2017 FMNP (WIC)

Maryland 2017 Farmers' Market Nutrition Program

Pay to the order of authorized

Maryland Farmers' Market Vendor

Farmer must deposit no later than December 5, 2017
NOT VALID AT GROCERY STORES

Good for the purchase of fresh, locally grown
vegetables, fruits, and cut herbs from a FMNP
Vendor. Any other use constitutes fraud.



Check out our Farmers Market Finder site
on your mobile phone at
<http://farmersmarketfinder.tb1.co/>

Account #

000000

FIRST DATE OF USE | LAST DATE OF USE
6/01/17 | 11/30/17

STAMP AUTHORIZED FMNP

PAY EXACTLY

\$ 5.00

NO CHANGE GIVEN

VENDOR NUMBER HERE

PARTICIPANT'S SIGNATURE

MP

2017 SFMNP

Maryland 2017 Senior Farmers' Market Nutrition Program

Pay to the order of authorized

Maryland Farmers' Market Vendor

Farmer must deposit no later than December 5, 2017

NOT VALID AT GROCERY STORES

Good for the purchase of fresh, locally grown
vegetables, fruits, honey, and cut herbs from a
SFMNP Vendor. Any other use constitutes fraud.



Check out our Farmers Market Finder site
on your mobile phone at
<http://farmersmarketfinder.tb1.co/>

Account #

000000

FIRST DATE OF USE | LAST DATE OF USE
6/01/17 | 11/30/17

STAMP AUTHORIZED FMNP

PAY EXACTLY

\$ 5.00

NO CHANGE GIVEN

VENDOR NUMBER HERE

PARTICIPANT'S SIGNATURE

MP