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**Nancy K. Kopp**  
State Treasurer

**Bernadette T. Benik**  
Chief Deputy Treasurer

**MARYLAND STATE TREASURER'S OFFICE**

**REQUEST FOR PROPOSALS**

**FOR**

**QUALITY ASSURANCE SERVICES FOR  
EBT IMPLEMENTATION FOR  
MARYLAND WOMEN, INFANTS AND CHILDREN (WIC) PROGRAM AND  
U.S. VIRGIN ISLANDS WIC PROGRAM**

**RFP #MD/VI-WIC-10162014**

**Due Date: November 13, 2014**

**Issued: October 16, 2014**

**KEY INFORMATION SUMMARY SHEET**

**Maryland State Treasurer's Office  
Request for Proposals  
For  
Quality Assurance Services For  
EBT Implementation For  
Maryland Women, Infants and Children (WIC) Program and  
U.S. Virgin Islands WIC Program  
RFP #MD/VI-WIC-10162014**

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

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

**Solicitation Issue Date:** October 16, 2014

**Deadline for Receipt of Questions:** October 30, 2014 by 2:00 p.m. Local Time

**Proposal Due Date and Time:** November 13, 2014 by 2:00 p.m. Local Time

**Oral Presentation, if any** December 10-11, 2014

**Tentative Contract Award:** January 5, 2015

**Notice:** Prospective offerors (the "Offerors") who received this document from eMaryland Marketplace (<https://emaryland.buyspeed.com/bso>), or from a source other than the Issuing Office, should immediately contact the Procurement Officer and provide their name and mailing address in order that amendments to this Request for Proposals ("RFP" or "solicitation") or other communications can be sent to them. Any prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive the solicitation from the Issuing Office prior to the closing date.

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## **SECTION I. PROCUREMENT OBJECTIVE**

### **1.01 Procurement Method**

The Maryland State Treasurer's Office (the "Office") is the issuer of this RFP for Quality Assurance Services for EBT Implementation on behalf of the Maryland Women, Infants and Children ("WIC") Program and the U.S. Virgin Islands WIC Program (the "WIC Programs"). The Office will conduct this solicitation in accordance with the competitive sealed proposals process under COMAR 21.05.03, and will award a single contract arising out of this RFP (the "Contract").

### **1.02 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](mailto:procurement@treasurer.state.md.us)

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

### **1.03 Contract Officer**

The Contract Officer monitors the daily activities of the Contract and provides technical guidance to the Contractor. The Contract Officer for both WIC Programs is:

Deborah L. Morgan  
Deputy Director  
Maryland WIC Program  
Maryland Department of Health and Mental Hygiene  
201 W. Preston Street  
Baltimore, MD 21201

### **1.04 Use of eMaryland Marketplace**

eMaryland Marketplace (<https://emaryland.buyspeed.com/bsa>) is a free electronic commerce system administered by the Maryland Department of General Services. The RFP, associated materials, and all other solicitation related material will be provided via eMaryland Marketplace. This means that all such information is immediately available to subscribers of eMaryland Marketplace. All subscribers will receive solicitation notifications as well as solicitation update/change order notifications. Because of the

instant access afforded by eMaryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to eMaryland Marketplace. The successful Offeror will be required to subscribe to eMaryland Marketplace upon Contract award.

**1.05 Schedule of Events**

<u>Event</u>	<u>Date</u>
Solicitation Issue Date	October 16, 2014
Deadline for Receipt of Questions	October 30, 2014 by 2:00 p.m. Local Time
Proposal Due Date	November 13, 2014 by 2:00 p.m. Local Time
Oral Presentations	December 10-11, 2014
Tentative Date of Contract Award	January 5, 2015

**1.06 Questions and Inquiries**

All Offerors should direct their questions and inquiries to the Procurement Officer identified in Section I., 1.02 above. **Questions must be submitted in writing by mail or via email and received by the Issuing Office no later than 2:00 p.m. local time on Thursday, October 30, 2014.** 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).

**1.07 Pre-proposal Conference**

A pre-proposal conference will not be held.

**1.08 Submission Deadline**

To be considered, Offerors must submit to the Procurement Officer a written original, and 5 copies (total of 6) of the Technical Proposal and the Price Proposal, each in separate sealed envelopes. All submissions shall include the RFP Title and number and the Offeror's name and address. **Proposals must be received by the Procurement Officer at the Issuing Office no later than 2:00 p.m. local time on Thursday, November 13, 2014.** Additionally, Offerors must submit to the Procurement Officer on compact disks one electronic copy of the Technical Proposal and one electronic copy of the Price Proposal. As with the written submission, the electronic copy submission of the Technical Proposal and the Price Proposal must be provided in separate sealed envelopes. Refer to Section IV. Proposal Format for Two-Volume Submission requirements.

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

### **1.09 False Statements**

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

1. *In general.* - In connection with a procurement contract a person may not willfully:
  - a. falsify, conceal, or suppress a material fact by any scheme or device;
  - b. make a false or fraudulent statement or representation of a material fact; or
  - c. use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
2. *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.
3. *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.

### **1.10 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

### **2.01 Electronic Distribution**

This RFP is published on *eMaryland Marketplace*, posted on the websites for the WIC Technology Partners, National Association of State Treasurers and the Office, and emailed to quality assurance firms 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 I, 1.02, above.

### **2.02 Revisions to the RFP**

The Office reserves the right to amend this RFP at any time prior to the proposal due date and time. If it becomes necessary to revise this RFP at any time prior to the proposal due date and time, the Office will provide amendments to all prospective Offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Offerors will be required to acknowledge in writing the receipt of all amendments. In addition, the Office will post amendments to the RFP on the Office's Web Page at [www.treasurer.state.md.us](http://www.treasurer.state.md.us), (select "Procurement" and then "RFP for Quality Assurance Services for EBT Implementation for Maryland WIC Program and U.S. Virgin Islands WIC Program"), and through eMaryland Marketplace at: <https://emaryland.buyspeed.com/bs0>. The Office will send amendments made after the due date for proposals only to those Offerors who submitted a timely proposal.

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

### **2.03 Cancellation of the RFP; Rejection of All Proposals**

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

### **2.04 Proposal Acceptance; Discussions**

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



## **2.05 Oral Presentation**

In support of their proposals, Offerors may be required to make an oral presentation, or conduct a demonstration, or both, not more than two calendar weeks after the Office has requested an Offeror to do so. Failure to be prepared to make an oral presentation or conduct a demonstration within this time period may prevent the Offeror's proposal from receiving further consideration. All written representations will become part of the Offeror's proposal and are binding if the Contract is awarded to the Offeror.

## **2.06 Incurred Expenses**

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

## **2.07 Proposal Form**

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

## **2.08 Multiple Proposals**

The Office will not accept multiple or alternative proposals from a single Offeror. In the event an Offeror fails to comply with this requirement, the Office may, in its sole discretion, choose not to consider any portion or all of the Offeror's proposal(s).

## **2.09 Access to Public Records Act Notice**

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

## **2.10 Protests**

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

the protest within 7 calendar days after the reason for the protest is known or should have been known.

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

The protest must be in writing and must contain (1) the name and address of the protester; (2) the appropriate identification of the solicitation and, if a Contract has been awarded, the Contract number if it is known; (3) a statement of the reasons for the protest; and (4) any supporting exhibits, evidence, or documents to substantiate any claims unless the documents are not available within the filing time, in which case the date by which the supporting documents are expected to be available is to be noted.

### **2.11 Proposal Opening**

Proposals will not be opened publicly.

### **2.12 Bid/Proposal Affidavit**

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

### **2.13 Living Wage Requirements**

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

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least \$13.19 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 \$10.06 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

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

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

#### **2.14 Contract Affidavit**

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Appendix F to this RFP. This Affidavit need not be submitted with an Offeror's proposal.

#### **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 Minority Business Enterprises**

The Office has not established a minority business enterprise subcontractor participation goal for this solicitation, but Offerors are encouraged to work with certified MBE subcontractors. A directory of certified MBEs is maintained by the Maryland State Department of Transportation Office of Minority Business Enterprise, and is available online at [www.mdot.state.md.us](http://www.mdot.state.md.us). Select the "Minority/Disadvantaged Business Enterprise" label.

#### **2.17 Veteran-Owned Small Business Enterprise**

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

#### **2.18 No Guarantee of Work**

The State, at its sole discretion and based on the evolving needs of the project, shall determine the efforts to be performed by the Offeror. The State makes no guarantee or representation that all efforts defined in this RFP will be procured.

## **2.19 Federal Funding Acknowledgement**

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

The total amount of Federal funds allocated for the Prevention and Health Promotion Administration is \$216,885,838 in Maryland State fiscal year 2015. This represents 60.75% 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.

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 Federal Funds Appendix G. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds Appendix G, and Offerors are to complete and submit these Attachments with their Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the Contract.

## **2.20 Order of Precedence**

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

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

The Office will not accept any modifications to the order of precedence provision of this solicitation. If the Offeror proposes any terms and conditions inconsistent with the requirements of the solicitation, the Offeror must clearly state those terms and conditions in its proposal.

## SECTION III. SCOPE OF SERVICES AND REQUIREMENTS

### 3.01 Program Background

The Special Supplemental Nutrition Program for Women, Infants and Children (“WIC”) provides nutrition screening and education, referrals to preventive health care programs, breastfeeding education and support, and access to selected foods to supplement the diets of low income, pregnant, lactating and postpartum women, infants and children up to age five who are at nutritional risk. WIC is administered by the United States Department of Agriculture, Food and Nutrition Service (“FNS”). FNS provides federal grants to state agencies for food costs and a separate grant for nutrition services and administration costs.

In Maryland, the WIC Program is administered by the Maryland Department of Health and Mental Hygiene (“DHMH”). The Maryland WIC program serves an average of 147,000 women, infants and children (90,000 households) each month. The Maryland WIC staff is comprised of approximately 320 employees statewide; WIC services are provided through 18 local agencies and 85 clinics located throughout the State.

In 2006, at the request of FNS, Maryland WIC signed a Memorandum of Understanding with the United States Virgin Islands (“USVI”) WIC Program to transfer and host the Maryland Management Information System (“MIS”), WIC-on-the-Web (“WOW”), for the USVI WIC Program. The USVI WIC Program serves approximately 5,600 participants and has a staff of twenty-four (24) employees. The USVI WIC Program is headquartered in St. Croix, and has six (6) clinics: two (2) on St. Croix, three (3) on St. Thomas, and one (1) on St. John.

In both Maryland and the USVI, participants purchase foods and infant formula from authorized retail outlets such as grocery stores and pharmacies using Food Instruments (“FIs”) in the form of paper checks provided by the local WIC clinic. The checks list the specific items and quantities authorized for purchase; if a participant purchases fewer items (or lesser quantities), the balance is forfeited. The checks are deposited in the retailer’s bank account, and processed through the commercial banking system and the banking contractor for the State or USVI, as applicable.

Both Maryland and the USVI also issue Cash Value Vouchers (“CVVs”) with which participants can purchase fresh produce. CVVs are issued for specific dollar amounts that participants can use at authorized grocery stores and farmers’ markets.

Each month in Maryland, approximately 870 retailers and 230 farmers redeem roughly 400,000 FIs and CVVs, accounting for over \$8 million in total food expenditures. The USVI WIC Program has twelve (12) authorized retailers and issues approximately 18,500 FIs and CVVs per month for approximately \$ 0.5 million in monthly food expenditures.

WIC clinic staffs in Maryland and the USVI utilize the web-based MIS, WOW, to certify and issue benefits to participants. WOW is an advanced web-based WIC information system which takes advantage of modern web-based technology by using a centralized database and an intuitive user interface developed in Microsoft Visual Basic.NET with an Oracle 10g database. The USVI MIS is a mirror image of the Maryland MIS. It is accessed through a separate URL, but the application and database reside on Maryland WIC Program servers. The web-based front end allows the system to be used by authorized WIC Program staff from any computer with internet access. The web-based back end allows Maryland and USVI staffs to manage retailer activities and reconcile financial information with the Programs' banking contractors and FNS.

### **3.02 Project Background**

In July, 2012, FNS approved the Feasibility Study and Cost Alternatives Analysis submitted by Maryland and the USVI to replace the current paper-based benefit issuance systems with an electronic benefit transfer ("EBT") system, e-WIC. This study recommended an on-line, outsourced solution for both Maryland and the USVI.

Separate e-WIC systems will be developed and implemented for Maryland and for the USVI by the same e-WIC Processor. However, since both utilize the same MIS, there are synergies that can be realized via the common elements of each system.

Design, development and testing, including the User Acceptance Test ("UAT") will be done concurrently for both systems. Following a successful UAT, Maryland will implement a three-month pilot, followed by a staggered statewide rollout. The USVI pilot will commence midway through the Maryland rollout.

Maryland is seeking a provider of quality assurance ("QA") services to evaluate, assess, recommend, and track progress of the implementation of e-WIC systems in Maryland and the USVI. QA evaluation shall include, but is not limited to, cost, schedule, scope, quality, accuracy, completeness, timeliness, and consistency of deliverables by the e-WIC Processor throughout the e-WIC project lifecycle.

The overall structure for the e-WIC procurements and delineation of Maryland/USVI responsibilities is defined below:

1. Maryland has requested EBT implementation funding from FNS for both WIC Programs.
2. Maryland, through this RFP, is issuing a single comprehensive, competitive RFP for QA Services to support EBT implementation for both WIC Programs.
3. Maryland will execute a single contract for QA services supporting both WIC Programs. Maryland will be invoiced for and will pay all invoices for all QA services.
4. Maryland will issue a single comprehensive RFP for e-WIC implementation and transaction processing services for both WIC Programs. The contractor under this procurement will be known as the "e-WIC Processor".
5. Maryland and the USVI will execute separate contracts for e-WIC processing services.

6. The Project Manager appointed by the State of Maryland shall administer implementation of the e-WIC project for both Maryland and the USVI.
7. The e-WIC processing services contract will be constructed and administered as follows:
  - a. Maryland will be responsible for the overall administration of the e-WIC processing services contract, and for the implementation of such services for both Maryland and the USVI;
  - b. The e-WIC Processor will specify separate implementation costs and Costs-Per-Case-Month (“CPCM”) for Maryland and for the USVI;
  - c. The e-WIC Processor will invoice Maryland for implementation costs for Maryland and for the USVI. Maryland will pay all such invoices in accordance with the e-WIC processing contract.
  - d. The e-WIC Processor will invoice Maryland and the USVI separately for each WIC Program’s CPCM. Maryland and the USVI will each be responsible for paying such invoices for their respective WIC Programs.

As indicated above, the State of Maryland will issue an RFP to obtain complete online e-WIC processing systems and related services for Maryland and the USVI. Although the systems will be almost identical, they will be distinct for the respective Maryland and USVI WIC Programs. The e-WIC processing services contract is anticipated to begin March, 2015, with design, development and testing from contract execution through December, 2015. Implementation milestones are expected to be as follows:

1. User acceptance test – January, 2016
2. Maryland pilot – February, 2016
3. Maryland rollout – June through October, 2016
4. Maryland Statewide operation – November, 2016
5. USVI pilot – July, 2016
6. USVI rollout – November, 2016
7. USVI operation – December, 2016

Note: All the implementation schedules throughout this RFP are estimated; final schedules will be determined after the contract with the e-WIC processing services contractor is finalized.

Any Offeror who is awarded the Contract for QA Services will be precluded from bidding on the e-WIC processing services RFP as a prime contractor or as a subcontractor.

### **3.03 QA Service Task Requirements**

#### **A. Deliverables**

1. The format of all deliverables, such as plans, assessments, reports, or otherwise as specified herein shall be provided in MS Word, MS Excel, .PDF or MS Project formats, as appropriate, or as otherwise approved by the State.

2. Electronic submission of all deliverables shall be acceptable, unless specified otherwise.
3. The QA work plan (see B.1.3 below) shall incorporate the following intervals relative to the schedule for submission and approval of all deliverables:
  - a. The State will have not less than ten (10) days in which to provide comments on all draft deliverables provided by the Offeror.
  - b. Final deliverables shall be submitted by the Contractor to the State for final approval not more than five (5) days after comments have been provided by the State.
  - c. The State will have not less than five (5) days in which to approve all final deliverables.
4. Unless explicitly stated otherwise, the schedule for all deliverables shall be as reflected in the latest version of the approved QA work plan.
5. As used in this RFP, “days” shall mean “business days” (excluding weekends, holidays, and other state-scheduled non-working days) unless otherwise specified. A week shall mean five (5) business days.

**B. Service Tasks**

In its proposal, each Offeror must discuss its ability to perform the following service tasks:

**Task 1 – e-WIC Project Planning**

The term “e-WIC project” is used to refer to the effort that will be undertaken to convert the issuance and redemptions of WIC benefits from a paper-based system to an electronic system.

1.1 e-WIC Project Kickoff Meeting

Within 10 days of the start of the Contract, the Contractor will be expected to attend an on-site project kickoff meeting led by the State in Baltimore. The objectives of the meeting are to:

- a. Introduce the State’s project manager (“Project Manager”) and establish the working relationship between the Contractor and the State;
- b. Provide the State an opportunity to provide Contractor with all the information and materials relevant to the e-WIC project;
- c. Update the Contractor with the current status of the e-WIC project;
- d. Provide direction for the Contractor to begin its review of tasks, including any additional detail for the tasks and the timetable for the completion of those tasks.

1.2 Quality Assurance Work Plan

The Contractor shall update and maintain a QA work plan, as described below, for all QA tasks.



- 1.2.1 As appropriate, this work plan shall be updated to coordinate with activities and progress of the e-WIC Processor as reflected in the Processor's approved project work plan.
- 1.2.2 Deliverable - The QA work plan shall identify the following:
  - a. Steps and associated timelines necessary for Contractor to complete each subsequent task and related deliverables in accordance with the Contract and this RFP;
  - b. Milestones to be achieved;
  - c. Critical path tasks;
  - d. Contractor's personnel resources to be assigned to each task; and
  - e. State personnel resource assignment needs.
- 1.2.3 Schedule - The first draft of the QA work plan shall be provided as defined in the kickoff meeting (see paragraph B.1.1. above). Subsequent updates will be based on a schedule agreed to by the Offeror and the State. All updates must be approved by the State.

1.3. e-WIC Project Planning

- 1.3.1 The Contractor shall participate in strategy meetings, Joint Application Design ("JAD") sessions, project planning meetings, system definition activities, and other meetings as instructed by the State. The e-WIC Processor will be responsible for advising the e-WIC project team in the areas of functional and technical design, test and acceptance strategies, conversion and implementation planning, and end user documentation and training.
- 1.3.2 Deliverables:
  - a. The Contractor shall provide minutes of all meetings. The minutes shall accurately reflect all meeting attendees, the purpose or subject of the meeting, and a substantive description of results, conclusions and issues.
  - b. The Contractor shall also provide scheduled and periodic status reports. The status reports must include risk issues, progress and any outstanding special issues.
- 1.3.3 Schedule: All meeting minutes shall be provided within five (5) days of the meeting. The schedule for the reports shall be determined with the Project Manager.

#### 1.4 Project Repository

- 1.4.1 The Contractor shall establish and maintain a web-based central repository for all e-WIC project deliverables, documentation and other related materials.
- 1.4.2 The repository design shall allow for controlled access and shall include security and safeguards to prevent unauthorized access.
- 1.4.3 The Contractor will obtain State approval before access is granted to any personnel of the State, the Contractor, or the e-WIC Processor.
- 1.4.4 The State shall retain ownership of any and all materials stored on the site.

#### 1.5 Project Work Environment

- 1.5.1 The Contractor is expected to work with the e-WIC Processor in an efficient and professional manner. Both the Contractor and the e-WIC Processor shall report to the Project Manager; any disputes between the Contractor and the e-WIC Processor shall be resolved by the Project Manager.
- 1.5.2 Contract personnel shall work on site as agreed upon by the State and Contractor in the Kickoff meeting, and when determined necessary by the State.

### **Task 2 – e-WIC Processor Request for Proposal Assistance**

- 2.1 The contractor shall assist, if needed, in the preparation of the State’s e-WIC Services RFP.
- 2.2 2.2 Upon request the Contractor may serve in a consultative role to assist the State in its review of certain task and requirements that are provided in the e-WIC Processor’s technical proposal. .
- 2.3 The Contractor shall not make any recommendation regarding selection of a successful bidder. The extent of the Contractor’s task will be to serve in a consultative role and to provide technical assistance in the State’s evaluation of the proposals.

### **Task 3 – QA/ Risk Management and Change Management Plans**

#### 3.1 QA Risk Management Plan

The Contractor shall develop a Quality Assurance and Risk Management Plan, which may be adjusted to ensure consistency with the e-WIC Processor’s Risk Management Plan. The QA Risk Management Plan shall:

- a. Identify potential risks associated with the implementation of the e-WIC system and include a risk mitigation analysis;
- b. Identify a methodology to monitor all e-WIC Processor project objectives, milestones, critical and non-critical events and critical success factors;
- c. Outline strategies for ensuring that the e-WIC Processor meets critical deadlines, and identify contingency strategies should critical deadlines not be met;
- d. Include a methodology to evaluate the e-WIC Processor's retail integration plans, Point of Sale (POS) specifications, retail interface and certification plans and specifications;
- e. Include a methodology to evaluate the e-WIC Processor's configuration management and change control methods; and
- f. Include a methodology to ensure that the e-WIC system is in compliance with all applicable standards, requirements, specifications and FNS regulations.

### 3.2 Change Management Plan

The Contractor shall develop and maintain a plan for managing and coordinating proposed changes relating to the e-WIC project among the State, the State's MIS support Contractor, and the e-WIC Processor. The plan shall define a process that ensures changes are reviewed, prioritized, and evaluated in a coordinated and timely manner.

## **Task 4 –Assessment of State Readiness**

- 4.1 The Contractor shall perform a thorough review of all State and USVI plans, policies, procedures, and activities relative to implementation of the e-WIC project.
- 4.2 Readiness Assessment - The Contractor shall review the current e-WIC project status and environment, and provide an assessment for transitioning from planning activities to implementation. The assessment shall include, at a minimum, a technology review, retailer capability assessment, and a clinic readiness assessment.
- 4.3 Business Rules and Methodology Assessment - The Contractor shall review and evaluate the established methodology, business requirements, and technical requirements for EBT systems, validate requirements against business rules, and validate traceability to e-WIC project documents.
- 4.4 Deliverable - The Contractor shall provide reports of the findings of all reviews, and recommend changes, if any.

## **Task 5 –e-WIC Processor Documentation Reviews**

- 5.1 The Contractor shall review all deliverables and other documentation provided by the e-WIC Processor to ensure that the materials are complete,

clear, current, and compatible with each other and with FNS requirements and guidelines for EBT systems.

- 5.2 e-WIC Processor deliverables to be reviewed shall include but not be limited to the following:
- a. e-WIC Processor Project Work Plan
  - b. Risk Management Plan
  - c. Requirements Document
  - d. Detailed System Design
  - e. Functional Design
  - f. Interface Design
  - g. Telecommunications Design
  - h. Test Plans and Scripts
  - i. Operations Manual
  - j. Settlement and Reconciliation Manual
  - k. Training Plans and Materials (State, Clinic, Retailer, Train-the-Trainer and UAT, and including training methodologies, scope and schedule)
  - l. Retailer Enablement and Readiness Plan
  - m. Retailer Certification Plan and Test Scripts
  - n. Pilot and Rollout Implementation Plans
  - o. Continuity of Business Plan
  - p. Disaster Recovery Plan
  - q. Security Plan
- 5.3 Deliverable - The Contractor shall provide a written assessment for each plan and provide recommendations for acceptance, changes or improvement.
- 5.4 Schedule - Written assessments will normally be due within ten (10) days of receipt of a particular document. The QA work plan shall be updated to specify due dates for all such recommendations and shall be consistent with the e-WIC Processor's work plan.

## **Task 6 –e-WIC Processor Activity Reviews**

### **6.1 System Design**

- 6.1.1 The Contractor shall monitor the e-WIC Processor's activities to verify that adequate progress is being made in accordance with the approved e-WIC Processor work plan.
- 6.1.2 The Contractor shall also verify that all design and development efforts are following defined and approved process standards and requirements and are on schedule.
- 6.1.3 The Contractor, in conjunction with the e-WIC Processor and the State, shall evaluate the processing capacity of the e-WIC system and verify that the processing capacity meets all service level requirements.

## 6.2 Testing

- 6.2.1 The Contractor shall evaluate the environment, tools, and procedures proposed for e-WIC system testing and for the UAT.
- 6.2.2 The Contractor shall review and assess the ability of the test process to:
  - a. Achieve the proposed level of test coverage;
  - b. Provide relevant and verifiable test results; and
  - c. Test the correct system configuration.
- 6.2.3 The Contractor shall verify that the proposed test scripts adequately assess system technical and performance requirements of the element being tested.
- 6.2.4 The Contractor shall document their findings and recommendations resulting from this evaluation.

Note: If there is more than one UAT session, this deliverable is deemed complete after the final technical results report and certification of readiness has been accepted by the State.

## 6.3 Retailer and Third Party Processor (“TPP”) Certification

- 6.3.1 The Contractor shall evaluate the environment, tools, and procedures proposed for use by the e-WIC Processor for retailer system certification.
- 6.3.2 The Contractor shall review and confirm that the proposed level of test coverage for code, connectivity and all other requirements will be verified by the proposed retailer system certification process.
- 6.3.3 Deliverable - The Contractor shall provide written assessments upon the completion of each of the reviews described above. The assessment shall include recommendations for acceptance, changes, or improvements to the effort being reviewed.

## **Task 7 – Retailer Certification**

### 7.1 Coordination of Certification Activity

The Contractor shall coordinate all retailer and TPP certification activities in conjunction with designated State staff. This effort shall include communications between the e-WIC Processor, retailers, TPP’s and FNS on retailer certification activities, handling logistics for on-site certification

testing, and coordinating the test schedule for both Maryland and the USVI. This may include travel to any test site as necessary.

## 7.2 Retailer Certification Results

The Contractor shall review and evaluate the outcomes of each retailer and TPP certification.

Deliverable - The Contractor shall provide a written report of its evaluations to the Project Manager with the results, including recommendations to correct any deficiencies.

## **Task 8 - QA Pilot Oversight**

### 8.1 Pilot Readiness Assessment

For each of the Maryland pilot and the USVI pilot:

8.1.1 Contractor shall assist the State with pilot planning activities, including recommendations about retailer and local agency communications leading up to the pilot kick-off.

8.1.2 The Contractor shall complete on-site reviews at clinic pilot site(s) to ensure readiness for pilot implementation. This must include a review of the physical layout and clinic flow, equipment in place, and staff readiness.

8.1.3 Contractor shall provide oversight in facilitating integration, resolving any technical challenges, and provide oversight to assure retailers are certified to redeem WIC benefits electronically.

8.1.4 Contractor shall work with the State to develop an evaluation plan for assessing the progress of the pilot and determining results.

8.1.5 Deliverable - The Contractor shall submit a written report to the Project Manager evaluating the plans and verifying the readiness of the clinics.

### 8.2 Pilot On-Site Support

8.2.1 The Contractor shall provide on-site support during the first two (2) weeks of the pilot. The Contractor shall provide one (1) staff member to monitor each local agency involved in the pilot. The State reserves the right to extend the on-site presence should circumstances warrant.

- 8.2.2 Contractor's staff will monitor the pilot region, visit pilot-area WIC clinics and retailers to provide support and assess the success of the pilot.
- 8.2.3 Deliverable - The Contractor shall provide a written report to the Project Manager of findings that require improvement and recommendations on how to improve.

### 8.3 Pilot Evaluation

Separate evaluations are required for the Maryland Pilot and for the USVI Pilot. For each pilot the Contractor shall:

- 8.3.1 Utilize the evaluation plan developed in section 8.1.4 above to review and assess that an appropriate level of coverage was achieved by the pilot process, that pilot results are verified and satisfactory, and that the pilot results are appropriately documented. The Contractor shall review the outcomes of pilot operations and make recommendations for any changes to the plan for implementation.
- 8.3.2 Deliver a written report to the Project Manager verifying the results of the pilot, illustrating any areas that need improvement, and making recommendations for full implementation. This report shall serve, after approval by the State, as the official Pilot Evaluation required by and submitted to FNS.
- 8.3.3 Schedule - These evaluations shall be due not later than three (3) weeks after pilot completion, or as indicated in the approved e-WIC project work plan. It is anticipated that this effort will begin prior to the end of the pilot.

## **Task 9 –Rollout Assessment**

### 9.1 Rollout Plans

For each of the Maryland rollout and the USVI rollouts:

- 9.1.1 The Contractor shall evaluate the preparations (clinic, retailer, etc.) for each rollout, including assessments of staff preparation and training, data conversion (transfer of data from the MIS to the EBT host), on-site activities, and installation of software and hardware, as appropriate. The Contractor shall make recommendations for improvements/changes, based on the Pilot Evaluation (see paragraph 8.3 above).

9.1.2 Deliverable - The Contractor shall provide a written report to the Project Manager evaluating the readiness, and include recommendations for changes necessary in light of lessons learned from the pilot.

## 9.2 Rollout Activities

9.2.1 The Contractor shall assess and provide oversight throughout the full rollout. Contractor shall provide retailer oversight in facilitating integration, resolving any technical challenges, and provide oversight to assure retailers are certified to redeem WIC benefits electronically.

9.2.2 The Contractor shall provide on-site support during the first week of each rollout. The Contractor shall provide one (1) staff member to monitor each rollout. The State reserves the right to increase and/or extend the on-site presence should circumstances warrant.

9.2.3 Deliverable - The Contractor shall provide status reports to the Project Manager throughout the rollout. Reports must include recommendations to improve the rollout process

9.2.4 Schedule - Verbal status reports shall be provided weekly; written reports shall be provided monthly.

## **Task 10 - Additional Efforts**

10.1 At the direction of the State, the Contractor shall be available to participate in any other activities related to implementation of the e-WIC project in Maryland and in the USVI.

10.2 If such request is made, the Contractor shall provide an estimate of anticipated costs prior to commencing any effort. Efforts, and associated costs, performed under this task shall be documented via a contract amendment.

## **3.04 Term**

The Office expects the Contract to be awarded pursuant to this RFP to begin January 15, 2015 and continue for a period of three (3) years, with up to two one-year renewal options exercisable at the sole discretion of the Office on behalf of the WIC Programs.

## **3.05 Compensation**

Contractor shall only charge those fees set forth in the Contractor's price proposal. See Section 4.05 - Volume II - Price Proposal. Payments to the Contractor shall be made no later than 30 days after receipt of monthly invoices from the Contractor. Each invoice for



services rendered must reflect the Contractor's federal tax identification number. 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.

By submitting a response to this solicitation, the Offeror agrees to accept any payments from the State by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror 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: [www.comp.state.md.us](http://www.comp.state.md.us), select "General Accounting Division," then "Electronic Funds Transfer Program, and then "Form X-10."

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## **SECTION IV. PROPOSAL FORMAT**

### **4.01 Transmittal Letter**

A brief transmittal letter prepared on the Offeror's business stationery should accompany the original and required copies of the two-volume proposal. The letter must be signed by an individual authorized to bind the selected Offeror to all statements, including services and rates, contained in the proposal. The transmittal letter should also indicate that, if selected, the Offeror will execute a Contract materially the same as Appendix E.

### **4.02 Two -Volume Submission**

The selection procedure for this RFP requires the Office to complete the technical evaluation of each portion of an Offeror's Technical Proposal before consideration of an Offeror's Price Proposal. Consequently, each proposal must be submitted in two volumes as indicated below.

### **4.03 Volume I - Technical Proposal**

The Technical Proposal volume shall be labeled "Maryland State Treasurer's Office RFP for Quality Assurance Services for Maryland WIC Program and U.S. Virgin Islands WIC Program - Technical."

The technical proposal shall contain the transmittal letter (Section 4.01), the completed Bid/Proposal Affidavit (Appendix B), the Affidavit of Agreement, Maryland Living Wage Requirements-Service Contracts (Appendix D) and Federal Funds Acknowledgement forms (Appendix G).

The Technical Proposal should be prepared in a clear and concise manner. 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.

**The Technical Proposal shall provide all required information in the following subsections:**

1. Request for General Information
  - a. Name of Offeror;
  - b. Mailing address of the office from which the proposal is being submitted;
  - c. Name of individual who will represent the Offeror as the primary contact person on matters relating to the proposal; and
  - d. Telephone, e-mail and facsimile number of the individual identified in C above.

2. Offeror's Capabilities

- a. Describe your firm, including when organized, corporate structure, and type of ownership;
- b. Each Offeror shall specifically and clearly provide in its proposal a discussion of its ability to perform the service tasks described in Section 3.03 QA Service Task Requirements.

3. Proposed Personnel

- a. Identify the leadership personnel to be assigned to the project. Specifically:
  - i. Identify the individual who will be the principal contact to the State and their position with the firm.
  - ii. How many years' experience does this individual have with the firm?
  - iii. How many years' experience does this individual have in providing QA services for WIC-EBT projects or similar projects.
  - iv. Describe the individual's experience in providing QA services for any WIC-EBT projects or similar projects and any other relevant aspects of their background.
  - iv. What is this person's availability i.e., what is the nature of this person's responsibility for other clients?
- b. Identify other professional level and associate level personnel that will be assigned to this project, their roles and responsibilities, and their experience in providing QA services for any WIC-EBT programs or similar programs and any other relevant aspects of their background.
- c. Identify any other professional level and associate level staff that you might propose to be assigned to the project in the event that the individuals listed above are not available for project assignment.
- d. In a chart format, indicate how you expect to delegate the assignments listed in Section 3.03 to the firm's personnel that will participate in this Contract.
- e. Provide resumes for the individuals listed in 3.a. and 3.b. above and any appropriate individuals listed in 3.c.
- f. If one or more of the aforementioned personnel becomes unavailable for continuation of a work assignment, the Contractor shall replace said individual(s) with personnel of substantially equal ability and qualifications. Any changes to designated key personnel shall be approved in advance by the State and not result in any additional cost to the State.

4. Prior Experience and Client References

- a. Describe selected engagements of the Offeror involving QA services similar to those required that were successfully performed for other States of similar size of the State of Maryland within the last five years. Summarize prior engagements noting the services performed, and the Offeror's employee who supervised the job.
- b. Identify a minimum of three current references, including the name of each organization, the mailing and street address, point of contact, and telephone number. If different than a. above, describe the services rendered for each referenced organization.

The Procurement Officer or members of the Evaluation Committee may contact one or more of these references, and in addition, may contact any other reference of their choosing. At least one (1) reference should have knowledge of the Offeror's specific capabilities in providing quality assurance services in general, and in particular, project management, oversight, and monitoring of activities with respect to WIC-EBT systems.

5. 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 this RFP. Economic benefits include:

- a. The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a breakdown of expenditures in this category. Do not provide actual dollars for each category. Include percent of the total budget requested.
- b. The numbers and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification, and the aggregate payroll to which the Contractor has committed at both prime, and if applicable, subcontract levels. Do not provide actual dollars for each category. Include percent of the total budget requested.
- c. Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate the tax category (sales tax, payroll taxes, inventory taxes, and estimated personal income taxes for new employee). Provide a forecast of the total tax revenues resulting from the Contract. Do not provide actual dollars for each category. Include percent of the total budget requested.

- d. 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
- e. In addition to the factors listed above, the Offeror should explain any other economic benefits to the State of Maryland that would result from the Offeror's proposal.

6. Rationale for Appointment

This section of the Technical Proposal should be used by each Offeror to present the case for its appointment to provide QA Services. The section may include any additional material the Offeror may choose to submit.

7. Additional Information (optional)

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

**4.04 Disclosures**

1. Disclose specific details of any pending legal proceedings (criminal or civil), or regulatory or disciplinary actions by any state or federal agency, involving the firm or members of the firm; or any convictions, judgments or settlements resulting from such proceedings or actions within the past five years.
2. Disclose the nature of any prior working relationships you have had within the past five years with potential e-WIC Processors.

**4.05 Volume II - Price Proposal**

This volume shall be labeled "Maryland State Treasurer's Office Quality Assurance Services for Maryland Women, Infants and Children (WIC) and U.S. Virgin Islands WIC Programs - Price." The price proposal will include the personnel identified as senior level professional personnel and associate level professional personnel that will be performing work under the Contract. In addition, the price proposal will include a matrix indicating the estimated total number of hours for each service task described in Section B. 3.03 QA Service Task Requirements and the hourly rates charged for any senior level and associate level personnel assigned to the task. The financial ranking for quality assurance services will be evaluated by applying the Offeror's senior and associate level professional hourly rates to a model to be determined by the Office in its sole discretion.

All invoices will be reviewed for appropriate assignment of personnel.

## **SECTION V. EVALUATION AND SELECTION PROCEDURE**

### **5.01 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 where indicated may disqualify an Offeror's proposal from consideration by the Committee.

### **5.02 Evaluation Committee and Evaluation Criteria**

All qualifying proposals received by the submission deadline will be evaluated by an Evaluation Committee appointed by the Treasurer or the Treasurer's designee. The Evaluation Committee will rank the proposals and make a recommendation for award based on (1) technical merit (see Section 5.03), 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.

### **5.03 Technical Evaluation**

After the Procurement Officer selects the qualifying proposals, the Evaluation Committee will conduct an initial evaluation of the technical merit of each proposal based on the information provided in the proposal in response to Section 4.03 Volume I - Technical Proposal. The Evaluation Committee's final technical evaluation may include information obtained during oral presentations, if any.

The Proposals will be evaluated on the basis of the following factors listed in the order of relative importance:

1. Offeror's Capabilities;
2. Proposed Personnel;
3. Prior Experience;
4. Client References;
5. Economic Benefits to the State of Maryland; and
6. Rationale for Appointment.

### **5.04 Price Evaluation**

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

### **5.05 Best and Final Offer**

When deemed in the best interest of the State, the Procurement Officer may permit qualified Offerors to revise their initial proposal by submitting a best and final offer. 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.

### **5.06 Final Evaluation and Recommendation for Award**

Following oral presentations, proposal negotiations, and reference checks, 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 that responsible Offeror whose proposal is determined to be the most advantageous to the State based on the results of the final technical and price evaluations. Technical merit will be given more weight than price in determining the Committee's final ranking. Contract award, if any, is subject to the approval of the State Treasurer or the Treasurer's designee upon the recommendation of the Procurement Officer.

### **5.07 Debriefing of Unsuccessful Offerors**

Unsuccessful Offerors shall be debriefed upon their written request, provided the request is made within a reasonable period of time after receiving notice of a final determination of award from the Procurement Officer. Request for debriefings shall be honored by the Office at the earliest feasible time after the request has been received. Debriefings shall be held in accordance with COMAR 21.05.03.06.

### **5.08 Responsibility**

#### **1. General**

- a. The procurement regulations in COMAR Title 21 define a "responsible" Offeror as one "...who has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability that shall assure good faith performance."
- b. COMAR Title 21 also requires that the Procurement Officer determine before awarding a contract to an Offeror whether the Offeror is responsible. The determination of responsibility is based on the subjective judgment of the Procurement Officer about whether the Offeror meets the definition of a "responsible" Offeror.

- c. In addition, the unreasonable failure of an Offeror to supply information promptly in connection with the determination of responsibility shall be grounds for a determination that the Offeror is not responsible.

2. Discussions

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

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## **APPENDIX A**

### **PRICE PROPOSAL FORM INSTRUCTIONS**

1. Offerors must submit their price proposals on Appendix A-Price Proposal form for Quality Assurance Services in accordance with these instructions and as specified on the form. The Price Proposal (Appendix A) must be separately sealed and labeled as directed in Section 4.05.
2. The Appendix A-Price Proposal is to be completed and signed by an individual who is authorized to bind the firm to all hourly rates offered.
3. On the Appendix A-Price Proposal:
  - A. Hourly rates must be recorded with dollars and cents, e.g., \$24.15. Fractional prices are not acceptable.
  - B. The State will pay the proposed hourly rate per this RFP which may not be contingent on any other factor or condition in any manner.
  - C. Nothing shall be entered that alters or proposes conditions or contingencies on the proposed rates.
4. It is imperative that the rates recorded on the Appendix A-Price Proposal form have been recorded correctly. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12.
5. Any changes to designated key personnel shall not result in any additional cost to the State.

**APPENDIX A  
PRICE PROPOSAL FORM**

RFP for Quality Assurance Services for EBT Implementation for Maryland Women, Infants and Children Program and U.S. Virgin Islands WIC Program, RFP #MD/VI-WIC10162014

---

(Firm Name)

---

(Address)

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(City, State, Zip)

1. The Offeror shall identify all personnel referenced in Section 4.03.3 who will be billed at an hourly rate for senior level and associate level professional:

(A) Personnel identified as **Senior Level Professional**

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(B) Personnel identified as **Associate Level Professional**

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2. The Offeror shall complete the matrix by indicating the estimated total number of hours for each level of personnel anticipated to expend on each task.

Enter the estimated total number of hours and hourly rate for the senior level professional and for the associate level professional for each Task.

The State will not reimburse the Contractor for travel, living, or other incidental expenses related to work performed in the United States. The State will, however, reimburse the Contractor for actual airfare and living expenses for travel to the USVI, upon submission of supporting receipts and in accordance with the following reimbursement policies:

- (A) All travel to the USVI must be expressly approved in advance by the State 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 be made in accordance with the maximum lodging rates found in Appendix G. Taxes paid on hotel accommodations made at, or below, the maximum lodging rate will be reimbursed as a separate expense.
- (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 Local Meals rate found at Appendix G.

The hourly rates for the senior level professionals and for the associate level professionals submitted by the Offeror via this Price Proposal shall be firm for the term of the Contract. The Contractor shall submit bills to the Office monthly that identifies the personnel, task, date and hourly rate. The Contractor should submit invoices within 30 days after the end of each month.

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Appendix A – Price Proposal Form

RFP #MD/VI-WIC10162014

Firm Name: \_\_\_\_\_

<b>TASK</b>	<b>EFFORT</b>	<b>PROFESSIONAL</b>	<b>ESTIMATED TASK HOURS</b>	<b>HOURLY RATE</b>
Task 1	e-WIC project Planning	Senior Level Professional		
		Associate Level Professional		
Task 2	e-WIC Processor Request for Proposal Assistance	Senior Level Professional		
		Associate Level Professional		
Task 3	QA/ Risk Management and Change Management Plans	Senior Level Professional		
		Associate Level Professional		
Task 4	Assessment of State Readiness	Senior Level Professional		
		Associate Level Professional		
Task 5	e-WIC Processor Documentation Reviews	Senior Level Professional		
		Associate Level Professional		
Task 6	e-WIC Processor Activity Reviews	Senior Level Professional		
		Associate Level Professional		
Task 7	Retailer Certification	Senior Level Professional		
		Associate Level Professional		
Task 8	QA Pilot Oversight	Senior Level Professional		
		Associate Level Professional		
Task 9	Rollout Assessment	Senior Level Professional		
		Associate Level Professional		
Task 10	Additional Efforts	Senior Level Professional		
		Associate Level Professional		

Appendix A – Price Proposal Form  
RFP # MD/VI-WIC10162014

Firm Name: \_\_\_\_\_

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.

\_\_\_\_\_  
(Authorized Official Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

FEIN: \_\_\_\_\_

**APPENDIX B**  
**BID/PROPOSAL AFFIDAVIT**  
**(To be submitted with the Technical Proposal)**

A. Authority

I HEREBY AFFIRM THAT:

I (print name) \_\_\_\_\_ possess the legal authority to make this Affidavit.

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, or on the basis of 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):

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#### 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; or

(9) 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)—(8) 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):

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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).

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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):

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#### 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 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:

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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. 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 C**  
**Living Wage Requirements for Service Contracts**

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

or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

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

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

Contract No. MD/VI-WIC10162014

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

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

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

**If the Contract is a Living Wage Contract**

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

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

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

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

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Name (Typed or Printed)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

**APPENDIX E**

**CONTRACT FOR**

**QUALITY ASSURANCE SERVICES FOR  
EBT IMPLEMENTATION FOR  
MARYLAND WOMEN, INFANTS AND CHILDREN (WIC) PROGRAM AND  
U.S. VIRGIN ISLANDS WIC PROGRAM**

**BETWEEN**

**MARYLAND STATE TREASURER'S OFFICE**

**and**

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## CONTRACT

**THIS CONTRACT** (the "Contract") is made as of the \_\_\_ day of \_\_\_\_\_, 2015, 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 **DEPARTMENT OF HEALTH AND MENTAL HYGIENE, MARYLAND WIC PROGRAM** (the "\_\_\_\_\_"), 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 quality assurance services as described in this Contract, which includes the following exhibits:

- |         |  |
|---------|--|
| Exhibit | The Office's Request for Proposals ("RFP") for Quality Assurance Services for EBT Implementation, RFP # MD/VI-WIC10162014; |
| Exhibit | Contractor's Proposal dated ____;  |
| Exhibit | Contractor's Price Proposal dated ____;  |
| Exhibit | Contractor's Presentation dated ____;  |
| Exhibit | Bid/Proposal Affidavit, Living Wage Affidavit, and Contract Affidavit.   |

1.2. If there are any inconsistencies between this Contract and the Exhibits, 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, 2015 and ending January 1, 2018.
- 2.2. In addition there shall be two additional one-year renewal options, which may be exercised at the sole discretion of the Office.
- 2.3. The provisions 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. Agency shall pay the hourly rates set forth in the attached Contractor's Price Proposal as attached hereto as Exhibit \_\_\_\_\_. The hourly rates shall not be adjusted during the term of this Contract including any renewal option periods. The State will not reimburse the Contractor for travel, living, or other incidental expenses related to work performed in the United States. The State will, however, reimburse the Contractor for actual airfare and living expenses for travel to the USVI, upon submission of supporting receipts and in accordance with the State's standard reimbursement policies. State reimbursements shall not exceed the amounts in the State's current reimbursement policies. All travel to the USVI must be expressly approved in advance by the State to be eligible for reimbursement.
- 3.2. Payments to the Contractor may be withheld, without interest or penalty, when in the sole discretion of the Maryland 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.
- 3.3.1. All invoices for goods and services shall be submitted to:  
  
\_\_\_\_\_

- 3.3.2. 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.

3.3.3. Except as provided in Section 3.3.2 above, payments to the Contractor pursuant to this Contract shall 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 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 that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under 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, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

#### 4.9. Commercial Nondiscrimination Clause

4.9.1. As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the

Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- 4.9.2. As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

#### 4.10. Contingent Fee Prohibition

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

#### 4.11. Living Wage Requirements

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

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$13.19 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 \$10.06 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

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

#### 4.12. Multi-Year Contracts Contingent upon Appropriations

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

#### 4.13. Termination for Default

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

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

#### 4.14. Termination for Convenience

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

#### 4.15. Delays and Extensions of Time

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

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

#### 4.16. Variations in Estimated Quantities

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

#### 4.17. Suspension of Work

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

#### 4.18. Pre-Existing Regulations

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

#### 4.19. Financial Disclosure

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

#### 4.20. Political Contribution Disclosure

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

#### 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 anytime 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.

The State and FNS reserve royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use for Federal Government purposes, the copyright in any software and associated documentation developed under the resulting contracts.

FNS shall also have access to the EBT systems during design, development, and in operation and shall have access to the Contractor's and any subcontractors cost records as FNS deems necessary.

#### 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

Subject to the Maryland Public Information Act and any other applicable laws, including 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 the Office: Procurement Officer  
Maryland State Treasurer's Office  
Louis L. Goldstein Treasury Building  
80 Calvert Street  
Annapolis, Maryland 21401

If to the Department of Health and Mental Hygiene:

Maryland WIC Program  
201 W. Preston Street  
Baltimore, Maryland 21201

If to the Contractor: \_\_\_\_\_  
\_\_\_\_\_

**ARTICLE VI - ADMINISTRATION**

6.1. The work to be accomplished under this Contract shall be performed under the direction of the Contract Officer, \_\_\_\_\_. 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:**

**[FIRM NAME]**

\_\_\_\_\_

By: \_\_\_\_\_

**WITNESS:**

**MARYLAND STATE TREASURER'S OFFICE**

\_\_\_\_\_

By: \_\_\_\_\_

Bernadette T. Benik  
Chief Deputy Treasurer

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

By: \_\_\_\_\_

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

\_\_\_\_\_  
David P. Chaisson  
Assistant Attorney General

**APPENDIX F**  
**(To be submitted with the Contract)**  
**CONTRACT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

**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 box):

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

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

Name and Department ID

Number: \_\_\_\_\_ Address: \_\_\_\_\_

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

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_.

**C. FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland

or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

#### D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

#### 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), above;

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

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

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

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

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

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

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution,

dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

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

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

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

**F. CERTAIN AFFIRMATIONS VALID**

**I FURTHER AFFIRM THAT:**

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_ (printed name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)



## APPENDIX G

### FEDERAL FUNDS ATTACHMENT

A Summary of Certain Federal Fund Requirements and Restrictions

[Details of particular laws, which may levy a penalty for noncompliance, are available from the Department of Health and Mental Hygiene.]

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: 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 coupons are redeemed.
4. In addition, federal law requires that:
  - A) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of \$300,000 or more (*\$500,000 for fiscal years ending after December 31, 2003*) 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 the Office of Management and Budget (OMB) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the DHMH, External Audit Division, Spring Grove Hospital-Tuerk Bldg., 55 Wade Avenue, Baltimore, MD 21228.
  - 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 I.
  - 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:

- a) 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.
- b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- c) 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.
- d) 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.
- e) 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 is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f) 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 1 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 that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done 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.

**U.S. Department of Health and Human Services**

**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

## DISCLOSURE OF LOBBYING ACTIVITIES

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

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

<p>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.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p><b>Federal Use Only:</b></p>	<p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>

## 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.
10. (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).
11. 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.

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**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

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Public Health Service  
Health Resources and  
Service Administration  
Rockville, MD 20857

**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 coupons 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.

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Signature of Authorized Certifying Individual

## EXHIBIT H

### MAXIMUM PER DIEM RATES OUTSIDE THE CONTINENTAL UNITED STATES TRAVEL PER DIEM ALLOWANCES

COUNTRY/STATE: VIRGIN ISLANDS US

PUBLICATION DATE (MM DD YY): 0 6 0 1 1 3

#### NOTES

1. Use the OTHER rate if neither the LOCATION nor MILITARY INSTALLATION is listed.
2. For other allowances that are based on per diem rates (e.g., TLE, TLA, TQSE, TQSA), see the appropriate rules for those allowances regarding what per diem rate to use.
3. The standard ONBASE INCIDENTAL RATE is \$3.50 OCONUS wide.
4. When Government meals are directed, the appropriate Government meal rate, as prescribed in [Appendix A](#), is applicable.
5. Per Diem Rate = Max Lodging + Meals (Local Meals, [Proportional](#), or [Government](#)) + Incidental Rate (Local or OnBase)

\* All rates are in US Dollars

Locality	Seasons (Beg-End)	Maximum Lodging	Local Meals	Proportional Meals	Local Incidental	Footnote	Footnote Rate	Maximum Per Diem	Effective Date
ST. CROIX	04/15-12/14	135	74	43	18			227	05/01/2006
ST. CROIX	12/15-04/14	187	78	45	19			284	05/01/2006
ST. JOHN	04/15-12/14	163	79	46	19			261	05/01/2006
ST. JOHN	12/15-04/14	220	83	48	21			324	05/01/2006
ST. THOMAS	04/15-12/14	240	84	48	21			345	05/01/2006
ST. THOMAS	12/15-04/14	299	89	51	22			410	05/01/2006

\*Use the OTHER rate if neither the CITY nor MILITARY INSTALLATION is listed.

[Request a Review of a Per Diem Rate](#)

[Find out more about the Proportional Meal Rate \(Prop. Meals\)](#)