



# MARYLAND STATE TREASURER

**LOUIS L. GOLDSTEIN TREASURY BUILDING  
80 CALVERT STREET, ROOM 109  
ANNAPOLIS, MARYLAND 21401**

**REQUEST FOR PROPOSALS (RFP) FOR  
EWIC PROCESSING SERVICE FOR THE WOMEN, INFANTS  
AND CHILDREN PROGRAM FOR THE MARYLAND  
DEPARTMENT OF HEALTH  
AND  
THE GOVERNMENT OF THE VIRGIN ISLANDS  
DEPARTMENT OF PROPERTY AND PROCUREMENT  
RFP #MD/VI-EWIC-06062025**

**ISSUE DATE: JUNE 6, 2025**

## **NOTICE**

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA. See **Section 4.2**.

**VENDOR FEEDBACK FORM**

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

**Title: EWIC Processing Service for the Women, Infants, and Children Program for the Maryland Department of Health and the Government of the Virgin Islands Department of Property and Procurement RFP #MD/VI-EWIC-06062025**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
  - ☐ Other commitments preclude our participation at this time
  - ☐ The subject of the solicitation is not something we ordinarily provide
  - ☐ We are inexperienced in the work/commodities required
  - ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
  - ☐ The scope of work is beyond our present capacity
  - ☐ Doing business with the State is simply too complicated. (Explain in REMARKS section)
  - ☐ We cannot be competitive. (Explain in REMARKS section)
  - ☐ Time allotted for completion of the Proposal is insufficient
  - ☐ Start-up time is insufficient
  - ☐ Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
  - ☐ Proposal requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
  - ☐ MBE or VSBE requirements (Explain in REMARKS section)
  - ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)
  - ☐ Payment schedule too slow
  - ☐ Other: \_\_\_\_\_
2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

**REMARKS:**

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Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

## **KEY INFORMATION SUMMARY SHEET**

<b>Request for Proposals:</b>	eWIC Processing Service for the Women, Infants, and Children Program for the Maryland Department of Health and the Government of the Virgin Islands Department of Property and Procurement
<b>Solicitation Number:</b>	MD/VI-EWIC-06062025
<b>RFP Issue Date:</b>	June 6, 2025
<b>RFP Issuing Office:</b>	Maryland State Treasurer's Office
<b>e-mail:</b> <b>Office Phone:</b>	Kris Chewlin Maryland State Treasurer's Office 80 Calvert Street, Room 109 Annapolis, MD 21401 kchewlin@treasurer.state.md.us (410)260-7428
<b>Proposals are to be sent to:</b>	eMMA Portal or via Trackable Mail or Hand Delivery ( <b>PLEASE NOTE THAT DELIVERY via the eMMA PORTAL IS HIGHLY PREFERRED</b> )
<b>Pre-Proposal Conference:</b>	There will not be a Pre-Proposal Conference for this Procurement
<b>Questions Due Date and Time</b>	Monday June 16, 2025 at 4PM EST
<b>Proposal Due (Closing) Date and Time:</b>	Tuesday July 15, 2025 at 4PM EST Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page ii).
<b>Oral Presentations (if required):</b>	During the week of August 18 and August 22, 2025
<b>MBE Subcontracting Goal:</b>	There are no MBE goals related to this RFP
<b>VSBE Subcontracting Goal:</b>	There are no VSBE goals related to this RFP
<b>Contract Type:</b>	Indefinite quantity with fixed unit prices
<b>Contract Duration:</b>	Five (5) Year base period with two (2) – one-year renewal option periods
<b>Primary Place of Performance:</b>	N/A
<b>SBR Designation:</b>	No
<b>Federal Funding:</b>	Yes

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## 1 Minimum Qualifications

### 1.1 Offeror Minimum Qualifications

As part of the determination to be considered reasonably susceptible of being selected for award, the Offeror shall specifically and clearly state in its proposal that it meets the requirements in this section.

- 1.1.1 The Offeror is a financial institution as defined in Section 6-201(e) of the State Finance and Procurement Article of the Annotated Code of Maryland (**Appendix 1**). Alternatively, for an Offeror that is not a financial institution, the Offeror must contract with a financial institution to serve as the depository of funds to be distributed who meets the State's vetting, evaluation and performance standards. The Offeror must specify in its Technical Proposal the name of the chosen financial institution to be used by the Offeror.
- 1.1.2 The Offeror (or, in the case of an Offeror that is not a financial institution, the depository financial institution) must be certified by or a member in compliance with the Federal Deposit Insurance Corporation ("FDIC").
- 1.1.3 The Offeror (or, in the case of an Offeror that is not a financial institution, the depository financial institution) must have a Kroll Bond Rating Agency ("KBRA") rating, or a similar financial strength rating from a nationally recognized statistical rating organization of at least a "B." Alternatively, the financial institution could have an IDC Financial Publishing, Inc. numerical performance rating/grade of at least "158" for the duration of this contract (and/or) while providing services to the State under this Contract.
- 1.1.4 The Offeror (or, in the case of an Offeror that is not a financial institution, the depository financial institution) must have the ability to clear transactions or cash through all major book entry or electronic securities depositories, such as the DTC/ID system and the Federal Reserve System.
- 1.1.5 The financial institution must be a member of the National Automated Clearing House Association (NACHA) and follow the rules outlined in the latest published ACH manual and process Electronic Funds Transfers ("EFTs") in the manner prescribed by NACHA.
- 1.1.6 The Offeror must have a plan for business continuity and recovery as a result of disaster, cyber security data breach, internal embezzlement, etc.
- 1.1.7 The Offeror (or, in the case of an Offeror that is not a financial institution, the depository financial institution) must provide for the collateralization of all funds in accounts in accordance with the requirements set forth in Sections 6-202, 6-209, and 6-222 of the State Finance and Procurement Article. (See **Appendix 2, 3, and 4**). All collateral must be held in the name of the Treasurer, State of Maryland either, (a) with the Federal Reserve Bank of Boston or (b) at the sole discretion of the Maryland State Treasurer (the "Treasurer"), on deposit with an independent financial institution acceptable to the Treasurer or the Treasurer's designee.
- 1.1.8 The Offeror must have five (5) years of experience providing eWIC or EBT transaction processing services that are similar to the current operations in the State of Maryland and USVI or another online eWIC State Agency.

### 1.2 Minimum Service Requirements

In its proposal, each Offeror must acknowledge and agree that it will meet or exceed the following minimum services requirements.

- 1.2.1 The Offeror (or, in the case of an Offeror that is not a financial institution, the depository financial institution) shall maintain its KBRA Rating or similar financial strength rating from a nationally recognized statistical rating organization, such as Kroll Bond Rating Agency, Inc., of at least a "B" or alternatively an IDC Financial Publishing, Inc. numerical performance rating/grade of at least "158" for the term of the Contract. Should the Offeror's rating drop below "B", the Treasurer, at their discretion, may dismiss the Offeror, require additional collateral of the Offeror, or take other actions as they deem necessary under the circumstances to protect the interests of the State of Maryland.
- 1.2.2 The Offeror (or, in the case of an Offeror that is not a financial institution, the depository financial institution) shall provide collateral for accounts in accordance with the requirements set forth in §§ 6-202, 6-209, and 6-222 of the State Finance and Procurement Article. (See **Appendices 2, 3, and 4** respectively). Except as required or permitted under § 6-202 with respect to surety bonds or letters of credit provided as collateral, the collateral shall be on deposit in the name of the Treasurer, State of Maryland, either (a) with the Federal Reserve Bank of Boston, or (b) at the sole discretion of the Treasurer, on deposit with an independent financial institution acceptable to the Treasurer or the Treasurer's designee

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## 2 Contractor Requirements: Scope of Work

### 2.1 Summary Statement

The Maryland State Treasurer's Office (STO or the "Office") is issuing this Request for Proposals (RFP) to provide Electronic Benefit Transfer (EBT) services for WIC programs administered by Maryland WIC and the United States Virgin Islands WIC Program (USVI WIC). Maryland is the lead for procuring and administering the eWIC services. Throughout this RFP, WIC EBT will be referred to as eWIC. This solicitation seeks to ensure that the resulting Contract(s) support the Maryland WIC program needs and USVI WIC program needs and to achieve the best combination of quality, service, price, and any other key components outlined in the RFP.

- 2.1.1 It is the State's intention to obtain goods and services, as specified in this RFP, from a Contract between the selected Offeror and the State. Maryland WIC and USVI WIC shall contract separately with the eWIC Processor.
- 2.1.2 The STO intends to award a single offeror one contract for the Maryland WIC Program and one contract for the US Virgin Islands WIC Program as a result of this RFP. See RFP **Section 4.9 Award Basis** for more Contract award information.
- 2.1.3 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

### 2.2 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.

### 2.3 Background, Purpose and Goals

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

Maryland WIC and eWIC statistics are provided in **Exhibit 1** and USVI WIC in **Exhibit 2**. Both exhibits provide relevant information about the WIC programs and eWIC operations. Figures included in each exhibit represent averages for the month of October 2024.

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

**2.3.1 The Department's objectives for the eWIC system and services include the following:**

Implement a fully tested and functioning eWIC program; provide continuous support of the eWIC system; provide efficient, effective, and timely access to benefits through an electronic system; ensure customer satisfaction; and reduce the potential for fraud.

**2.4 WIC Electronic Benefits Transfer (eWIC) Services**

**2.4.1 General Requirements**

In its proposal, each Offeror must demonstrate that it meets each of the requirements listed below and provide detailed descriptions related to the requirement.

- 2.4.1.1 The eWIC system meets the requirements of the applicable Federal and State laws and regulations and USDA FNS requirements including all eWIC requirements found in **Attachment A Section 1.1 Mandatory Requirements**.
- 2.4.1.2 The system meets the most recent technical standards and guidelines of the FNS WIC EBT Operating Rules and the American National Standards Institute (ANSI) and National Automated Clearing House Association (NACHA)
- 2.4.1.3 Is fully redundant
- 2.4.1.4 Provides accurate timely distribution, availability and tracking of WIC benefits
- 2.4.1.5 Manages eWIC account processing, card production, PIN selection, reporting, and transaction history retention, and manual authorization and payments.
- 2.4.1.6 Is operational seven days per week, 24 hours per day, 365 days per year in accordance with service level agreements.

**2.4.2 eWIC Account Management**

The Contractor Shall:

- 2.4.2.1 Provide an eWIC system that accurately tracks and reports specific accounting information for each benefit issued. Appropriate system controls shall be in place that will disallow duplicate issuance of payments to vendors; on occasion, there will be allowance of duplicate benefits to participants.
- 2.4.2.2 Design the eWIC account structure to ensure that benefit balances are accurately maintained, and benefit accounts are not overdrawn.
- 2.4.2.3 Accept account demographic information through batch and on-line real time processes to establish or update eWIC accounts; not make changes or updates to account demographic information unless authorized to do so by the State
- 2.4.2.4 Keep accounts open unless otherwise directed by the State
- 2.4.2.5 Be liable for any funds drawn from an incorrect account or program or for overdrafts against eWIC benefit accounts including allowing Cardholder access to program benefits prior to the availability date.
- 2.4.2.6 Permit Maryland WIC Program & USVI WIC Program to close and reopen accounts
- 2.4.2.7 Retain Accounts with Zero Balances

Many cardholders receiving recurring benefits may withdraw all benefits each month from their account resulting in a zero balance. However, since they will receive benefits again next month, the Contractor shall not remove their accounts from the active account database.

**2.4.3 Benefit Authorization**

**2.4.3.1 Daily benefit transmission**

A benefit file will be transmitted to the Contractor, according to a mutually agreed upon schedule. The Contractor shall:

- 2.4.3.1.1 Validate the file by assuring that the record totals and benefit amount totals agree with the summary totals provided by the WIC Programs.
- 2.4.3.1.2 Perform a pre-processing check of the file to make sure the file is structured correctly to prevent duplicate processing and to check that there is nothing unusual in the file.
- 2.4.3.1.3 Transmit return files to the State that will include:
  - a. The total number of records processed
  - b. The total dollar amount
  - c. A listing of any rejected records
  - d. Account number
  - e. Issuance number
  - f. Issuance type
  - g. Payment name
  - h. County number/record number/category/grant group
  - i. Payment date and time of availability of cardholder
  - j. Benefit amount

Provide an alert to the State if a customer receives multiple issuances on the same day with the same benefit code.

#### **2.4.4 Confidentiality/Security**

All eWIC client and account information created as a result of any contract that results from this RFP must remain confidential and may not be sold or otherwise shared with any other entity not associated with the Contract or for any purpose other than the execution of the Contract, unless required by law. In addition, the selected Offeror may not use client information or account information to solicit other business and must ensure that the information is protected and kept confidential. Offerors must describe in detail all procedures for safeguarding confidential cardholder information and cardholder account information below.

- 2.4.4.1 Describe the processes and procedures used to ensure the confidentiality of client and account information, including but not limited to the following measures:
  - a. Describe how access to data regarding client information and their accounts will be restricted to those individuals whose access is essential to the administration of the program;
  - b. Describe how you will monitor the use of the data by individuals with access to client information or their accounts to ensure that such information is being used only for purposes consistent with the administration of this program;
  - c. Describe how you will develop and require anyone with access to this data to use security procedures to keep the data confidential and to limit its access to those authorized to access such information.
- 2.4.4.2 Describe the security features associated with the eWIC for activation, counterfeit prevention and fraud prevention.
- 2.4.4.3 Describe your procedures for preventing identity theft and responding to fraudulent activities.
- 2.4.4.4 Describe your internal controls to help monitor, detect, record or log, prevent and minimize unauthorized physical and information technology activity.
- 2.4.4.5 Describe your procedures to resolve (prosecute) fraud, how and when you will notify the State, and what information you will provide.
- 2.4.4.6 Describe how quickly and the manner by which clients will be notified of any data breaches that might expose individual account information.
- 2.4.4.7 Describe the assistance that clients will be provided in the event their individual account information is compromised.
- 2.4.4.8 Describe how physical (including electronic) records are destroyed, and what logging and reporting of the record destruction activity is provided to the State

- 2.4.4.9 Describe how you will ensure that any subcontractors will be bound by the same confidentiality requirements as the Offeror.

## **2.5 Business and Technical Requirements**

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

2.5.1 System Development and Maintenance – Describe the following:

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

2.5.2 System Testing – Describe the following:

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

2.5.3 Managing Environments – Describe the following:

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

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

- Total number of outages, and the root cause of the outage for each year
- Whether the outage was planned or unplanned
- Percentage of down-time for each year
- Average down-time per outage

Describe the following:

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

2.5.5 Vendor Management – Describe the following:

- The Offeror’s approach to vendor assistance and customer service
- The stand-beside point of sale (POS) device and features

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

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

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

**2.5.6 Settlement and Reconciliation Process – Describe the following:**

- The Offeror's approach to daily settlement and reconciliation
- The Offeror's approach to managing and tracking retailer, Third-Party Processor (TPP), eWIC Processor, and Maryland WIC and USVI WIC initiated account adjustments
- Procedures for communicating with the Maryland WIC, USVI WIC, and WIV vendors when there are settlement and reconciliation errors or inaccuracies.

**2.5.7 Contract Transition / System Conversion – Describe the following:**

- Offeror's approach to completing contract transition/system conversion prior to the current eWIC Processor contract end date. The maximum timeframe has been estimated to be one (1) year from contract execution to contract transition / system conversion.
- How the Offeror will ensure a smooth transition with minimal disruptions to WIC authorized vendors to include the approach for deploying stand-beside point-of-sale (POS) terminals
- How the Offeror will ensure a smooth transition with minimal disruptions to WIC stakeholders to include approaches to card stock management and a seamless transition of customer service operations (IVR, portals, and live agents).
- Additionally, Maryland WIC and USVI WIC must complete their contract transition/system conversion under this RFP no later than one (1) month prior to the end of the current eWIC Processor contract with the Maryland State Treasurer's Office and the Government of the Virgin Islands, Department of Property and Procurement.

**2.5.8 Project/Account Management – Offeror shall provide an overview of the project management approach and methodologies proposed for this project including:**

- The Proposal shall describe the method and frequency of communication between the eWIC Processor's Project/Account Manager and Maryland WIC and USVI WIC for status updates, potential or actual problems, key milestones, and critical path activities.

- The Proposal shall include a description of the management structure ensuring adequate oversight and executive direction for the Project/Account Manager. In this regard, the Offeror shall identify the corporate officer(s) to be contacted should major problems arise during the performance of the Contract.
- 2.5.9 Proposed Hardware – The Offeror shall provide the make, model, and any additional narrative that may be relevant for all hardware proposed. If at any time during the contract the Offeror expects to change the hardware provided, Maryland WIC and USVI WIC must receive at least 90 days’ notice.
- Single function Stand-beside device and all peripherals
  - Multi-function Stand-beside device and all peripherals
  - Wireless stand-beside device and all peripherals
  - Clinic PIN select device with encryption

## **2.6 Transition**

### **2.6.1 Kick-Off Meeting**

Within ten days of the start of the Contract, the State Contract Monitor, Procurement Officer, the Contractor, the Contractor’s Project Manager and any other personnel deemed appropriate, shall attend a Kick-off meeting led by the State virtually or in Maryland. The objectives of the meeting are to:

- a) Introduce the State representatives and establish the working relationship between the Contractor and the State;
- b) Provide the State the opportunity to familiarize the Contractor with Agency processes and reports;
- c) Provide Contractor with all the information and materials relevant to the project;
- d) Communicate timelines and known requirements relative to the transition plans;
- e) Discuss service delivery, invoice processing, monitoring; and
- f) Other Contract terms and conditions.

### **2.6.2 Transition-In Project Plan**

Within fifteen (15) calendar days of the Contract start date, the Contractor shall submit a draft project work plan to the State outlining an approach to the transition activities. The transition work plan shall be written in a project system accessible by State staff. Within thirty (30) calendar days of the Contract start date, the final transition project work plan shall be submitted to the Contract Monitor. The Plan shall include:

- A specific approach and schedule to transition from the current activities to their own, and clearly identify the tasks and level of effort;
- A clear breakdown of tasks and responsibilities, including those tasks that will be the responsibility of the State during the transition;
- Detail how development work and knowledge transfer activities will be accomplished as well as a similar strategy for testing; and
- Include a validation effort to demonstrate the Offeror’s capability to deliver reliable service.

2.6.2.1.1 The *Transition In* Plan shall specifically address in detail:

- a) Milestones and key deliverable dates;



- b) The key transition personnel and their respective role;
- c) The reporting mechanism for providing, at a minimum, bi-weekly (every 2 weeks) reports during the transition;
- d) Transition methodology;
- e) Any experience and concerns considered important and relevant from prior transitions and/or implementations of similar size and scope;
- f) The required involvement of the incumbent contractor, Contract Monitor and staff, development and operations staff, STO, other State resources, and any third-party involvement subcontracted by the Contractor required during the transition;
- g) Risk assessment and mitigation recommendations/solutions;
- h) A clear set of tasks, objectives, outcomes, and timeframes to transition work activities, processes, people, services, knowledge and documentation associated with the exit of the current banking team and the entrance of the new proposed team;
- i) No more than sixty (60) calendar days of the Contract start date, the Contractor shall submit a comprehensive *Transition In* Test Plan. The test plan shall include all aspects of the transition work that shall be tested by transition staff and measures of success to demonstrate achievement of knowledge transfer and successful transition. The plan shall also clearly delineate Contractor responsibilities from State responsibilities; and
- j) Provide test files on all output files to include test files of paid items, ACH entries, adjusting entries to include debit and credit memos, stops, voids and cancellations, etc.

#### Meetings/Reports

During the transition period, the Contractor's key personnel shall conduct formal weekly status meetings with the Contract Monitor and other parties as necessary.

- 2.6.2.1.2 The new Contractor shall generate a status report as the basis for the status meeting. In the status report, the new Contractor shall address:

- Project schedule (current status of all tasks);
- Near term activities;
- Deliverables (submitted, due, overdue, approval status, and payment status);
- Staffing (planned labor hours and actual labor hours);
- Project risks (including mitigation status);
- Quality assurance (tasks and status);
- Configuration management (tasks and status);
- Issues (log of identified issues with status of each);
- Action items (log of items with status of each) and other topics requested by the State.

- 2.6.2.1.3 The Contractor shall develop a detailed project work plan to address these tasks at a granular level and successfully complete the tasks as part of the *Transition In* effort:

- a) At least one (1) successful monthly transfer of data with zero defects.
- b) At least one (1) successful monthly transfer of data in which any issues encountered were resolved.
- c) Demonstrable understanding of the workflow process.
- d) Satisfactory completion of all *Transition In* activities.
- e) Other tasks required to successfully complete the *Transition In* effort.

## 2.7 General Requirements

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

### 2.7.1 Compliance with Applicable Rules and Regulations

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

## 2.8 Required Services

eWIC Function and Service Requirements (See **Attachment A**)

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

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

- Requirement Number: Specific number associated with each requirement;
- Function/Service: Description of the service or function;
- Required, Preferred, Required Priced Separately: Identifies which functions/services are required, preferred, or required priced separately.
  - Required functions/services are items that must be provided by all Offerors and are included in the cost per case month (CPCM).
  - Preferred functions/services are features that Maryland WIC and USVI WIC would like to have but are not required to be provided by the Offeror. If the Offeror has these features, the items should be included in the CPCM.
  - Required Priced Separately (RPS) functions/services are items that must be provided by all Offerors. These are features Maryland WIC and USVI WIC can exercise during the contract period. Offerors must provide a response to all required priced separately functions/services. Costs for required priced separately functions/services are not included in the base CPCM price.
- Offer Complies: Yes or No: Offerors shall provide a response to each requirement in this column.
  - Yes: Indicates that this function/service exists in their offering and they agree to provide it under the resulting contract(s).
  - No: Indicates that the Offeror is unable to provide this function/service.



- Any 'No' response to a required or required priced separately requirement may result in disqualification.
- Comments: Offeror shall provide any comments related to the requirements or their response. This is an optional field and does not need to be completed for each requirement. If a function or service does not currently exist in the offering, Offerors shall note in this field if the service or function will be developed and provided under this contract.

## **2.9 Other Services for Consideration**

Describe any other services beyond those requested in this RFP that the Offeror believes could offer additional benefits to Agency. Detailed descriptions of the services/processes should be provided and any associated costs. Associated costs are to be stated in the Offeror's price proposal only.

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### 3 Contractor Requirements: General

#### 3.1 Contract Initiation Requirements

Contractor shall schedule and hold a kickoff meeting describing the activities for the Contractor, the State, and any third parties for fully transitioning to the Contractor's Solution. See Attachment A. Section 15 for details.

#### 3.2 End of Contract Transition

After the end of the Contract term, should a new contract be awarded to a contractor other than the incumbent, the Contract shall be deemed to be extended, Contractor shall continue to perform Contract services, and Contractor shall continue to receive the compensation specified in the Contract for such services, until such time as the transition to the new contractor is complete. Contractor shall cooperate with the Office during any transition period to a new contractor and provide all necessary information and data to any subsequent contractor.

#### 3.3 Compensation

- 3.3.1 Maryland and the USVI shall be billed separately, and only for the number of active cases in each program.
- 3.3.2 Fees will not be adjusted during the initial five-year term of the Contract. Price adjustments will, however, be permitted to reflect the Consumer Price Index (CPI) based on the end of the fifth year of the initial Contract period and upon subsequent renewal option periods. The CPI adjustment is not cumulative. Exercise of the renewal options will be solely at the discretion of the Treasurer or the Treasurer's designee.

#### 3.4 Term

The initial term of the Contract shall be for a period of five (5) years, commencing with execution by the State of Maryland and the Governor of the USVI. Each Contract may have different start dates dependent on State and Territorial Agency execution. Each Contract will also contain options to renew, upon the same terms and conditions, for two additional one-year renewal periods. Any exercise of renewal option in one Contract is mutually exclusive from the exercise of options in the other contract. Exercise of the renewal options will be solely at the discretion of the Maryland State Treasurer or Treasurer's designee for the State and USVI, on behalf of the Territory as appropriate.

#### 3.5 Invoicing

##### 3.5.1 General

- A. The Contractor shall email, in an agreed upon format the original invoice along with the signed authorization to the Contract Monitor and [mdwic.billing@maryland.gov](mailto:mdwic.billing@maryland.gov).
- B. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- C. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
  - a) Contractor name and address;
  - b) Remittance address;
  - c) Federal taxpayer identification number (FEIN), or social security number, as appropriate;

- d) Invoice period (i.e. time period during which services covered by invoice were performed);
- e) Invoice date;
- f) Invoice number;
- g) State assigned Contract number;
- h) Services provided;
- i) Amount due; and
- j) Any additional documentation required by regulation or the Contract.

**3.5.2 For the purposes of the Contract an amount will not be deemed due and payable if:**

- A. The amount invoiced is inconsistent with the Contract;
- B. The proper invoice has not been received by the party or office specified in the Contract;
- C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
- D. The item or services have not been accepted.

**3.5.3 Travel Reimbursement**

Refer to Attachment B.

**3.5.4 USVI**

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

### **3.6 Disaster Recovery and Data**

The following requirements apply to the Contract:

**3.6.1 Redundancy, Data Backup and Disaster Recovery**

- 3.6.1.1 Unless specified otherwise in the RFP, Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor's obligations under this provision.
- 3.6.1.2 The Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
- 3.6.1.3 Notify the appropriate State-identified contact immediately of an event.
- 3.6.1.4 The DR site shall be at least 100 miles from the primary operations site and have the capacity to take over complete production volume in case the primary site becomes unresponsive.

**3.6.2 Data Ownership and Access**

1. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a RFP are the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
2. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
3. The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.

**3.6.3 Provisions in Sections 3.6.1-3.6.2 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Sections 3.6.1-3.6.2 (or the substance thereof) in all subcontracts.**

**3.7 Insurance Requirements**

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

**3.7.1 The following type(s) of insurance and minimum amount(s) of coverage are required:**

1. Commercial General Liability - of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
2. Errors and Omissions/Professional Liability - \$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.
3. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of \$1,000,000 per loss, and a minimum single loss retention not to exceed \$10,000. The State of Maryland and the Maryland Department of Health should be added as a “loss payee.”
4. Cyber Security / Data Breach Insurance – (For any service provided by the Contractor) ten million dollars (\$10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State’s claimants or employers is processed or stored.

**3.7.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers’ Compensation Insurance and professional liability.**

**3.7.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than thirty (30) days’ advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least fifteen (15) days prior to the expiration of the insurance policy then in effect.**

- 3.7.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.7.5 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) business days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- 3.7.6 Subcontractor Insurance - The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

### 3.8 Security Requirements

#### 3.8.1 Data Protection and Controls

Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment ("Security Best Practices"). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.

- 1) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization Security Measures.
- 2) Apply data encryption to protect sensitive data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all sensitive data.
- 3) For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
- 4) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards.
- 5) Ensure system and network environments are separated by properly configured and updated firewalls.
- 6) Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.

#### 3.8.2 **Ensure State data is not processed, transferred, or stored outside of the United States ("U.S."). The Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the Contractor shall not allow Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its Contractor Personnel to access State data remotely only as required to provide technical support.**

Security Incident Response - The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.8.3 Data Breach Responsibilities

- A. If the Contractor reasonably believes or has actual knowledge of a data breach, the Contractor shall, unless otherwise directed:
  - 1) Notify the appropriate State-identified contact immediately of an event;
  - 2) Cooperate with the State to investigate and resolve the data breach;
  - 3) Promptly implement commercially reasonable remedial measures to remedy the data breach; and
  - 4) Document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a data breach is a direct result of the Contractor's breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

3.8.4 The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.

3.8.5 In accordance with Executive Order (EO) 13873 "Securing the Information and Communications Technology and Services Supply Chain" (dated May 15, 2019) and EO 14117 "Preventing Access to Americans' Bulk Sensitive Personal Data and United States Government-Related Data by Countries of Concern" (dated March 5, 2024), which reinforce Executive Order 14028, "Executive Order on Improving the Nation's Cybersecurity":

- 3.8.5.1 When developing a connection from the State system to a Federal system the Contractor shall staff the project with personnel capable of successfully planning and executing the requirements and tasks outlined in the procurement solicitation. In addition, all Contractor personnel must meet all the following conditions:
  - 3.8.5.1.1 The subject must be physically located within the United States or its official territories or holdings (i.e., not located in a foreign nation state).
  - 3.8.5.1.2 The subject must have current legal immigration status in the United States; and,
  - 3.8.5.1.3 The subject's immigration status must provide a legal work authorization (work eligible visa category or US Citizenship and Immigration Services work authorization) in the United States

### 3.9 SOC 2 Type 2 Audit Report

- 3.9.1 A SOC 2 Type 2 Audit applies to the Contract. The applicable trust services criteria are: Security, Availability, Processing Integrity, Confidentiality, or Privacy as defined in the Guidance document identified in **Section 3.9.2**.
- 3.9.2 In the event the Contractor provides services for identified critical functions, handles sensitive data, or hosts any related implemented system for the State under the Contract, the Contractor shall have an annual audit performed by an independent audit firm of the Contractor's handling

of sensitive data or the State's critical functions. Critical functions are identified as all aspects and functionality of the solution including any add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the Contractor that shall be covered by the audit will collectively be referred to as the "Information Functions and Processes." Such audits shall be performed in accordance with audit guidance: Reporting on an Examination of Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the STO to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:

- A. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). All SOC2 Audit Reports shall be submitted to the Contract Monitor. The Contractor shall ensure the audit includes all such subcontractors operating in performance of the Contract.
- B. All SOC 2 Audits, including those of the Contractor, shall be performed at no additional expense to the State.
- C. If the Contractor currently has an annual, independent information security assessment performed that includes the operations, systems, and repositories of the Information Functions and Processes being provided to the STO under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the STO will determine in consultation with appropriate State government technology and audit authorities whether the Contractor's current information security assessments are acceptable in lieu of the SOC 2 Report(s).
- D. The Contractor shall provide annually at no cost to the Contract Officer, evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) Reports. The scope of the audit shall cover a one (1) year period. The evidence of compliance shall be contained in a report describing the effectiveness of the Contractor's internal controls.
- E. If deficiencies in the Contractor's internal control processes and procedures are described in the most recent version of the report, the Contractor shall automatically submit the report to the Contract Officer within a timely manner and shall describe the corrective actions to be put into place by the Contractor to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the STO to make a determination of breach of contract.
- F. Provisions in **Section 3.9.1 and 3.9.2** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Section 3.9.2** (or the substance thereof) in all subcontracts.

### **3.10 Experience and Personnel**

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



project, but expects that key eWIC Processor staff, as determined necessary, shall attend onsite meetings and support onsite activities during the project, particularly during critical points in the project such as project initiation and conversion testing.

Each Offeror shall propose a single team comprised of key staff members that will fulfill the following roles for both Maryland WIC and USVI WIC. The Offeror shall include the percentage of time each staff will be dedicated to the Contract.

### **3.10.2 Key Personnel**

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Submit to the Contract Monitor proposed changes of Key Personnel for approval.
- C. Please describe what type of background investigations are performed prior to onboarding of new employees that are considered a dedicated resource.

### **3.10.3 Key Personnel include:**

#### **3.10.3.1 Project/Account Manager**

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

- Required: A minimum of five (5) years of project management/account management experience.
- Required: Must be able to demonstrate that they have provided project management/account management for at least one previous eWIC implementation within the last ten (10) years.
- Preferred: Experience in providing project management/account management for at least one previous eWIC conversion.

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

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



#### 3.10.3.2 Vendor Enablement Manager

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

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

#### 3.10.3.3 Technical System Lead

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

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

#### 3.10.4 Staffing Approach

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

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

#### 3.10.5 Organization Chart

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

- Proposed lines of authority, including the name of the corporate officer(s) to be contacted should major problems arise during the performance of the contract;
- How the Offeror's project management team shall be involved in the administration of the project and services;
- How the Offeror's project management team shall coordinate internal and subcontractor activities with Maryland WIC and USVI WIC eWIC activities; and
- How the Offeror's project management team shall establish and manage a formal communications protocol with internal staff, subcontractors, and Maryland WIC and USVI WIC.

### **3.11 Substitution of Personnel**

The following provisions apply to Contractor Personnel substitutions.

- A. The Offeror shall acknowledge that any changes by the successful Offeror of the proposed project team personnel must be approved by Maryland WIC and require advance notice.
- B. The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- C. Upon request by the Contract Monitor, the Contractor shall provide a substitution request that shall include:
  - 1) The official resume of the current personnel.
  - 2) Evidence of any required credentials.
  - 3) Additional information concerning the proposed substitution.
- D. The Contract Monitor may request additional information concerning the proposal substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.

### **3.12 Corporate References and Experience**

#### **3.12.1 Corporate Overview**

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

- The date the firm was established, and the ownership model.
- A current organizational chart and the firm's mission.
- A list of current eWIC and EBT contracts, and/or recent similar or relevant projects, including the client's name, period of performance, contract amount and description of the services provided.
- A list and schedule of active and pending eWIC and EBT implementations, conversions and de-conversions, including names of proposed project staff already assigned to the active and pending projects.
- A detailed description of all relevant EBT/eWIC system development, implementation, conversion, and operating experiences within the last ten (10) years that demonstrate the Offeror's ability to satisfy the requirement of this RFP.

#### **3.12.2 Corporate Qualifications**

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

The following provides preferred experience for the eWIC Processor:

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

- eWIC settlement and reconciliation
- Vendor enablement management and support

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

### **3.12.3 Corporate Experience Matrix**

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

### **3.12.4 Corporate Financial Stability and Service Organization Controls**

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

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

### **3.12.5 Subcontractors**

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

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

## **3.13 Federal Funding Acknowledgement**

- 3.13.1 There are programmatic conditions that apply to this Contract due to Federal funding. See Appendix I.
- 3.13.2 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. Conditions that apply to all federal funds awarded are contained in Federal Funds Appendix J. Additional conditions that apply to this particular federally funded contract are contained as supplements to Federal Funds Appendix J, and Offerors are to complete and submit these Attachments with their Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Bidder/Offeror's intent to comply with all conditions which are part of this Contract.

## **3.14 USVI Specific**

- 3.14.1 A proposer filing a proposal hereby certifies that no officer, agent or employee of The Government of the Virgin Islands (GVI) has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of GVI; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Offeror for the same request for proposals; the Offeror is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

- 3.14.2 The successful Offeror may obtain and submit a valid V.I. business license (to conduct activity covered by contract being pursued) and/or a copy of a current business license issued by a state. IRS 501(c)(3) certification letter required for non-profit corporations. The license or certification letter must be maintained for the duration of the contract. See [www.dlca.gov.vi](http://www.dlca.gov.vi) for additional information regarding the business license requirements. Please Note: A USVI business license is required if the vendor would make any physical appearance in the United States Virgin Islands.
- 3.14.3 The successful Offeror may also be subject to the USVI Gross Receipts Tax. See <http://www.vibir.gov/index.html> for additional information on the Gross Receipts Tax provisions. Please Note: USVI Gross Receipts Tax is filed for vendors, who have a USVI business license.
- 3.14.4 The successful Offeror shall maintain the following insurance coverages during the term of this Contract:
- 3.14.4.1 Commercial General Liability: Commercial general liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than one million dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars (\$1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.
- 3.14.4.2 Professional Liability: Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than one million dollars (\$1,000,000.00) per claim. The Government shall be listed thereon as a certificate holder.
- 3.14.4.3 Workers’ Compensation: Contractor shall supply current coverage under that Government Insurance Fund or other form of coverage.
- 3.14.5 Where expressly stated in the Contract between the successful Offeror and USVI, all the Terms and Conditions contained in the contract between the successful Offeror and Maryland will be included in the contract between the successful Offeror and the USVI.
- 3.14.6 Claims and Disputes:
- The parties agree that if any dispute arises between the parties under this Contract, the following dispute resolution procedures shall be followed:
- 3.14.6.1 The parties agree to first seek to exhaust all possibilities prior to seeking assistance in resolving any and all disputes
- 3.14.6.2 In the event any conflict or disagreement arises under this Contract, neither party shall file any claim or suit against the other party until it has first provided written notice to the other party of the alleged dispute and submitted the dispute to mediation in the U.S. Virgin Islands.
- 3.14.6.3 No lawsuit claim or controversy shall be filed until the conclusion of the mediation and certification by the mediator that an impasse has been reached or until 90 days has passed, whichever comes first.
- 3.14.6.4 The mediation shall be conducted under the rules of the American Mediation Association and any mediator chosen by the parties must be certified by said Association.
- 3.14.6.5 Pending any and all dispute resolution during the 90-day mediation period set forth herein and pending any and all resolution of any lawsuit or claim filed in the event mediation is not successful, Contractor shall continue to perform work under the Contract and the Government

shall, pursuant to the provisions of Addendum II to this Contract, continue to pay Contractor for such work.

- 3.14.7 The mandatory list of required supporting documents to contract with the Government of the Virgin Islands is listed in Appendix J. Unless otherwise indicated in the RFP, these documents are to be submitted within ten (10) business days upon notification of recommended award.
- 3.14.8 All vendors conducting business with the U.S. Virgin Islands (USVI) must register with GVIBUY via the Department of Property and Procurement at <https://dpp.vi.gov> or directly at <https://gvibuy.buyspeed.com/bso/>. Registration is mandatory to receive payments, either by Electronic Funds Transfer (EFT) or paper check, with EFT strongly preferred.

## 4 Procurement Instructions

### 4.1 Pre-Proposal Conference

There will not be a Pre-Proposal Conference for this procurement

### 4.2 eMaryland Marketplace Advantage (eMMA)

- 4.2.1 eMMA is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to [emma.maryland.gov](http://emma.maryland.gov), click on "New Vendor? Register Now" to begin the process and then follow the prompts.

### 4.3 Questions

- 4.3.1 All questions shall identify in the subject line the Solicitation Number OR Title (**eWIC Processing Service for the Women, Infants, and Children Program for the Maryland Department of Health and the Government of the Virgin Islands Department of Property and Procurement OR RFP#MD/VI-EWIC-06062025**) and shall be submitted in writing via e-mail no later than the date and time specified to the Procurement Officer listed on the Key Information Summary Sheet. **PLEASE IDENTIFY THE PARTICULAR RFP SECTION AND RFP PAGE NUMBER IN THE QUESTION (if applicable).**
- 4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments and posted on eMMA.

### 4.4 Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

### 4.5 Proposal Due (Closing) Date and Time

- 4.5.1 Proposals must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2 Requests for extension of this date or time shall not be granted.
- 4.5.3 Offerors submitting Proposals should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.5.4 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Proposals.
- 4.5.5 Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.
- 4.5.6 Potential Offerors not responding to this solicitation are requested to submit the "Notice to Vendors" form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

#### **4.6 Multiple or Alternate Proposals**

Multiple Proposals or alternative proposals will not be accepted.

#### **4.7 Economy of Preparation**

Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's proposal for meeting the requirements of this procurement.

#### **4.8 Public Information Act Notice**

- 4.8.1 The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4 (See also RFP **Section 6.1.1.2** "Claim of Confidentiality"). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.
- 4.8.2 Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

#### **4.9 Award Basis**

A Contract shall be awarded to the responsible Offeror(s) submitting the Proposal that has been determined to be the most advantageous to the State, considering evaluation factors and price set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP **Section 8** for further award information.

#### **4.10 Oral Presentation**

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

#### **4.11 Duration of Proposal**

Proposals submitted in response to this solicitation are irrevocable for 180 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.

#### **4.12 Revisions to the RFP**

- 4.12.1 If the RFP is revised before the due date for Proposals, the STO shall post any addenda to the RFP on eMMA and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
- 4.12.2 Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal.



- 4.12.3 Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.12.4 Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 4.12.5 Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

#### **4.13 Cancellations**

- 4.13.1 The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.
- 4.13.2 The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

#### **4.14 Incurred Expenses**

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a proposal, including costs incurred in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

#### **4.15 Protest/Disputes**

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

#### **4.16 Offeror Responsibilities**

- 4.16.1 Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.
- 4.16.2 **All** subcontractors, if applicable, shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal.
- 4.16.3 If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.16.4 A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.



#### 4.17 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Attachment F**.

**The State will not accept any proposed exceptions to the Contract (Attachment F). Any questions or clarifications required of Attachment F shall be addressed during the Questions process as explained in Section 4.3. Any proposed exceptions to this RFP shall be clearly identified in the Executive Summary of the Technical Proposal. All requested exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Agency reserves the right to accept or reject any exceptions.**

#### 4.18 Proposal Affidavit

A Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP.

#### 4.19 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 **Attachment I** of this RFP. For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

#### 4.20 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

#### 4.21 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

#### 4.22 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

4.22.1 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.

- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- 4.22.2 A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.
- 4.22.3 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 five (5) years or both.

#### 4.23 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

- 4.23.1 Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 4.23.2 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, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:  
[http://comptroller.marylandtaxes.com/Vendor\\_Services/Accounting\\_Information/Static\\_Files/GADX10Form20150615.pdf](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf).

#### 4.24 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01. The Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts, if applicable. The Contractor shall comply with the prompt payment requirements available on GOSBA's website at:  
<http://www.gomdsmbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

#### 4.25 Electronic Procurements Authorized

- 4.25.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the STO may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.25.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.25.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.

- 4.25.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:
- A. The Procurement Officer may conduct the procurement using eMMA or e-mail to issue:
    - a) The RFP;
    - b) Any amendments and requests for best and final offers;
    - c) Pre-Proposal conference documents;
    - d) Questions and responses;
    - e) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
    - f) Notices of award selection or non-selection; and
    - g) The Procurement Officer's decision on any Proposal protest or Contract claim.
  - B. The Offeror or potential Offeror may use eMMA or e-mail (only) to:
    - a) Ask questions regarding the solicitation;
    - b) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or through eMMA, but only on the terms specifically approved and directed by the Procurement Officer and;
    - c) Submit a "No Proposal Response" to the RFP.
  - C. The Offeror or potential Offeror may use eMMA to:
    - a) Submit Proposals.
  - D. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this subsection, utilizing e-mail or other electronic means if authorized by the Procurement Officer or Contract Monitor.
- 4.25.5 The following transactions related to this procurement and any Contract awarded pursuant to it are **not authorized** to be conducted by electronic means:
- A. Submission of initial Proposals, except through eMMA;
  - B. Filing of protests;
  - C. Filing of Contract claims;
  - D. Submission of documents determined by the STO to require original signatures (e.g., Contract execution, Contract modifications); or
  - E. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.
- 4.25.6 Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

## 4.26 Living Wage Requirements

- A. Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Maryland Department of Labor requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- B. If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- C. Additional information regarding the State's living wage requirement is contained in **Attachment D**. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment D-1**) with their Proposals. If the Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.
- D. Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. 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.
  - 1. 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 that 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) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, the Contract will be determined to be a Tier 1 Contract.
  - 2. The Contract will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Offeror must identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.
  - 3. If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
  - 4. If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.

E. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.

F. The Offeror shall identify in the Proposal the location from which services will be provided.

**NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change or a change in the State minimum wage.

#### **4.27 Conflict of Interest Affidavit and Disclosure**

- 4.27.1 The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment E**) and submit it with its Proposal.
- 4.27.2 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 4.27.3 Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 4.27.4 Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03.

#### **4.28 Maryland Healthy Working Families Act Requirements**

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All offerors should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <http://dllr.maryland.gov/paidleave/>.

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## 5 Proposal Format

### 5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes (or envelopes):

- Volume I – Technical Proposal - signed PDF of 1 full copy & signed PDF of 1 redacted copy
- Volume II – Financial Proposal - 1 completed Excel sheet & signed PDF copy of Excel sheet

### 5.2 Proposal Delivery and Packaging

5.2.1 Proposals delivered by facsimile or e-mail shall not be considered.

5.2.2 Provide no pricing information in the Technical Proposal.

5.2.3 The Procurement Officer must receive all Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

- A. Offerors may submit Proposals through eMMA, by hand-carry or by mail as described below to the address provided in the Key Information Summary Sheet. Any Proposal received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. The State recommends a delivery method for which both the date and time of receipt can be verified.
- B. For hand-delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery. Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror.

5.2.4 **Submitting Proposals through eMMA (DELIVERY VIA eMMA IS HIGHLY ENCOURAGED)**

**Offerors shall provide their Proposals in two separate envelopes through eMMA following the [Quick Reference Guides](#) (QRG) labelled “5 - eMMA QRG Responding to Solicitations (RFP)” for double envelope submissions.**

#### **Two Part (Double Envelope) Submission:**

5.2.4.1 Technical Proposal consisting of:

- a) Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
- b) Technical Proposal in searchable Adobe PDF format,
- c) a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.8**), and

5.2.4.2 Financial Proposal consisting of:

- a) Financial Proposal entered into the price form spreadsheet within eMMA and all supporting material in Microsoft Excel format,
- b) Financial Proposal in searchable Adobe PDF format,

- c) a second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.8**).

**5.2.5 Submitting Proposals by Mail or Hand-Delivery**

Offerors may submit Proposals by mail or hand-delivery as described below to the address provided in the Key Information Summary Sheet.

**5.2.5.1 Submitting Proposals by mail, or hand-delivery.**

- 5.2.5.1.1 Any Proposal received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. The State recommends a delivery method for which both the date and time of receipt can be verified.
- 5.2.5.1.2 For hand-delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery. Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror.
- 5.2.5.1.3 Offerors shall provide their Proposals in two separately sealed and labeled packages as follows:

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## 6 Technical Proposal

Volume I – Technical Proposal consisting of:

- One (1) original executed Technical Proposal and all supporting material marked and sealed,
- five (5) duplicate copies of the above separately marked and sealed,
- the Technical Proposal in searchable Adobe PDF format, and
- a second searchable Adobe PDF copy of the Technical Proposal with confidential and proprietary information redacted (see **Section 4.8**).

### 6.1 Volume I - Technical Proposal

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

NOTE: Include pricing information only in the Financial Proposal (Volume II).

**6.1.1 The Technical Proposal is to include the following documents in the order specified, and separated by a tab divider as follows:**

**6.1.1.1 Title Page and Table of Contents**

**6.1.1.2 Claim of Confidentiality** - Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page. An explanation for each claim of confidentiality shall be included (see **Section 4.8 "Public Information Act Notice"**). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

**6.1.1.3 Transmittal Letter** - The Offeror must include a brief transmittal letter prepared on the Offeror's business stationery to accompany the original and required copies of the two-volume proposal. The transmittal letter must clearly identify the name of the Offeror, mailing address of the office from which the proposal is being submitted, name of individual who will represent the Offeror as the primary contact person on matters relating to the proposal, and email address and telephone number of the individual identified. The transmittal letter must be signed by an individual authorized to bind the selected Offeror to all statements, including services and prices, contained within the proposals. This transmittal letter should acknowledge the receipt of addenda to the RFP and to also indicate that, if selected, the Offeror will execute a contract materially the same as the form of Contract included as **Attachment F** and the Collateral Security Agreement materially the same as **Attachment G**.

**6.1.1.4 Executive Summary** - The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary."

In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see Section 4.16 "Offeror Responsibilities").



The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP. **The State will not accept any proposed exceptions to the Contract (Attachment F). Any questions or clarification required of Attachment E shall be addressed during the Question process as explained in Section 4.3. Any exceptions to this RFP shall be clearly identified in the Executive Summary of the Technical Proposal. All requested exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Agency reserves the right to accept or reject any exceptions.**

6.1.1.5 Minimum Qualifications and Documentation

- A. The Offeror shall specifically and clearly state in its proposal that it meets each Minimum Qualification in Section 1.1 and provide acknowledgement to each Minimum Service Requirements in Section 1.2 as set forth in RFP **Section 1**.
- B. The Offeror shall provide evidence of certification and/or membership and compliance with Federal Deposit Insurance Corporation ("FDIC").
- C. The Offeror shall include one and only one copy of the Offeror's most recent audited financial statements with all attachments, including the unqualified audit opinion, in the original volume of its Technical Proposal.

6.1.1.6 Offeror Capabilities

- A. The Offeror shall provide in its proposal detailed descriptions of the services described in **Sections 2.4 and 2.5** and how its organization can meet the requirements of this RFP.
- B. The Offeror shall include a brief description of its plan for business continuity and recovery as a result of disaster.
- C. The Offeror shall provide a detailed transition plan of the services as described in **Section 2.6 Transition**.
- D. Include a brief description of any other value-added services as indicated in **Section 2.9 Other Services for Consideration**.
- E. Each Offeror shall complete the *eWIC Function and Service Requirements* as **Attachment A** by providing confirmation of their ability to perform each of the requirements. See **Section 2.8** for instructions.
- F. Each Offeror shall provide in its proposal a detailed response to the requirements in **Section 2.5 – Business and Technical Requirements**.
- G. The Offer shall acknowledge its compliance of Section 3 Contractor Requirements and may provide brief supporting statements.

6.1.1.7 Personnel

The Offeror shall provide a list of the key personnel who are to be assigned to this project if the Offeror is selected for award of a contract. Indicate the proposed project role or assignment and provide their resumes.

6.1.1.8 References

Identify a minimum of three (3) current references that you provide services within the last five (5) years for similar to the services described in the RFP. References shall include the name of

each organization, point of contact, telephone number and mailing and street address. Include a brief description of the services rendered for each referenced organization. The Procurement and Evaluation Committee Chair may contact one or more of these references. The STO reserves the right to request additional references or utilize references not provided by the Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

Each Offeror shall address each of the sub-sections in **3.12 Corporate References and Experience**.

#### 6.1.1.9 Community Benefits

- A. The Offeror shall provide its rating on its most recent examination under the Federal Community Reinvestment Act of 1977, P. L. Number 95-128, as required under Section 6-203(b) of the State Finance and Procurement Article of the Maryland Annotated Code. If the Offeror operates in a state other than Maryland, the Offeror shall provide Maryland-specific information within the assessment area section of its Community Reinvestment Act report. (See **Appendix 5**).
- B. The Offeror shall state whether, during the previous five (5) years, a court in the State of Maryland or in another state or territory has found, in a final adjudication, that the Offeror, its affiliate or an entity acquired by the Offeror has violated any antidiscrimination statute or regulation.
- C. Pursuant to Section 6-203(d) of the State Finance and Procurement Article of the Annotated Code of Maryland, the Offeror shall provide information to demonstrate whether during the past five (5) years, the financial institution has:
  - a) successfully made loans in Maryland through State or federal lending programs designed to assist small and minority-owned businesses;
  - b) had an active outreach program to assist small and minority-owned businesses through which the Offeror has made efforts in Maryland; and
  - c) established strategic partnerships in Maryland with entities whose mission is to provide technical assistance to small and minority-owned businesses.

#### 6.1.1.10 Economic Benefit Factors

The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of the Contract. Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

- 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. **Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;**
- b) The number 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 Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly;

- c) Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
- d) Subcontract dollars committed to Maryland small businesses and MBEs; and
- e) Other benefits to the Maryland economy which will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

#### 6.1.1.11 Certificate of Insurance

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in **Section 3.7**.

#### 6.1.1.12 Subcontractors

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project.

#### 6.1.1.13 Legal Action Summary

This summary shall include:

- 1) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- 2) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- 3) A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and

In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

#### 6.1.2 Technical Proposal - Required Forms and Certifications

**Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal.**

- A. Bid/Proposal Affidavit (see Link at: <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-A.-Bid-Proposal-Affidavit.pdf>);
- B. Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-G.-Maryland-Living-Wage-Requirements-Affidavit-of-Agreement.pdf>);

- C. Conflict of Interest Affidavit and Disclosure (see link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-I.-Conflict-of-Interest-Affidavit.pdf>)
- D. Federal Funds Attachments (**Attachment J**)
- E. USDA Assurances (**Attachment O**)
- F. Offerors shall furnish any and all agreements and terms and conditions the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents.
- G. USVI Specific**
  - a) Copy of the GVI Certificate of Resolution
    - \* The Certificate of Resolution is a document which must be submitted on Corporate Letterhead, authorizing the signatory to bind the company. The Certificate of Resolution must be current (dated this year) and signed or attested by the company's secretary.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## 7 Financial Proposal

- 1) One (1) original executed Financial Proposal and all supporting material marked and sealed,
- 2) five (5) duplicate copies of the above separately marked and sealed,
- 3) an electronic version of the Financial Proposal in Microsoft Excel.
- 4) a searchable Adobe PDF copy of the Financial Proposal with confidential and proprietary information redacted (see **Section 4.8**),
- 5) include the name, email address, and telephone number of a contact person for the Offeror be included on the outside of the packaging for each volume.
- 6) Label each electronic media (CD, DVD, or flash drive) on the outside with the RFP title and number, name of the Offeror, and volume number. Electronic media must be packaged with the original copy of the appropriate Proposal (Technical or Financial).

### 7.1 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in **Attachment B**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the STO.

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

## 8 Evaluation and Selection Process

### 8.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

### 8.2 Technical Proposal Evaluation Criteria

The Evaluation Committee will conduct an initial evaluation of the technical merit of each qualifying proposal based on the information provided in the proposal in response to **Section 6.1 Technical Proposal – Volume 1**. The Evaluation Committee's final technical evaluation may include information obtained during oral presentations, if any.

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

1. Offeror's Qualifications (See RFP § 6.1.1.5)
2. Experience and Qualifications of Proposed Personnel (See RFP § 6.1.1.7) and References (See RFP § 6.1.1.8)
3. Offeror's Capabilities, including proposed subcontractors (See RFP § 6.1.1.6)
4. Community Benefits (See RFP § 6.1.1.9)
5. Economic Benefit to State of Maryland (See RFP § 6.1.1.10)

### 8.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 8.4.2.B**) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Attachment B - Financial Proposal Form**.

### 8.4 Selection Procedures

#### 1) General

The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.

With or without discussions, the State may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

#### 2) Selection Process Sequence

- A. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services,

as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.

- B. The Financial Proposal will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- C. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

### **3) Award Determination**

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors. Contract award, if any, is subject to the approval of the Treasurer or the Treasurer's designee upon the recommendation of the Procurement Officer.

## **8.5 Documents Required upon Notice of Recommendation for Contract Award**

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed.



**Attachment A:      *eWIC Function and Service Requirements***

Offerors are to complete the eWIC Function and Service Requirements which is a separate file. Open the file named **“Final Attachment A-eWIC Function and Service Requirements”** and complete the form as required by providing confirmation of Offeror’s ability to perform each of the requirements. See **Section 2.8** Required Services for further instructions.

## **Attachment B. Financial Proposal Instructions & Form**

### **B-1 Financial Proposal Instructions**

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

Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

In addition to the hard copy, the electronic copy of the Price Proposal identified as Attachment B is to be provided in an Excel file format. A copy of Attachment B in Excel format is provided as an attachment to the solicitation.

- A. Price Proposal sections are as follows:
  - 1. Schedule 1: Transition and Conversion Pricing
  - 2. Schedule 2: CPCM for CORE eWIC Services
  - 3. Schedule 3: Stand-Beside POS Device Costs
  - 4. Schedule 4: Optional Per Unit / Service Prices
- B. All prices must be clearly entered in dollars and cents. Make your decimal points clear and distinct.
- C. All unit prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- D. It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03.F and may cause the Proposal to be rejected.
- E. Unless indicated elsewhere in the RFP, sample units used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Agency does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.

### **B-1 Financial Proposal Form**

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form.

See separate Excel Financial Proposal Form labeled **“Final Attachment B - Financial Proposal Instructions Form\_Pricing Schedules”**

<b>Attachment C.      Proposal Affidavit</b>
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See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment- A.-Bid-Proposal-Affidavit.pdf>

**Attachment D. Maryland Living Wage Affidavit of Agreement for Service  
Contracts**

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-G.-Maryland-Living-Wage-Requirements-Affidavit-of-Agreement.pdf> to complete the Affidavit.

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). 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 they are 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 Md. Code Ann., State Finance and Procurement Article, Title 18.
- 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 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 Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. 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.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), 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 Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, 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 Division of Labor and Industry website <http://www.dlir.state.md.us/labor/prev/livingwage.shmtl> and clicking on Living Wage for State Service Contracts.

<b>Attachment E.      Conflict of Interest Affidavit and Disclosure</b>
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See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-I.- Conflict-of-Interest-Affidavit.pdf>



**Attachment F. Contract**

**CONTRACT FOR**

eWIC Processing Service for the Women, Infants, and Children Program  
for the Maryland Department of Health and the Government of the Virgin Islands Department of Property and  
Procurement

**RFP #MD/VI-EWIC-06062025**

THIS CONTRACT (the "Contract") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between  
\_\_\_\_ (the "Contractor"), and the **MARYLAND STATE TREASURER'S OFFICE**, 80 Calvert Street,  
Annapolis, Maryland 21401 ("STO" or the "Office"), **on behalf of the MARYLAND DEPARTMENT OF HEALTH  
AND THE GOVERNMENT OF THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT,**  
offices of the **STATE OF MARYLAND** (the "State").

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are  
hereby acknowledged by the parties, the parties agree as follows:

**1. Scope of Contract**

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

- 1.1. General Services. The Contractor shall provide \_\_\_\_\_ Services as described in this  
Contract, which includes the following exhibits:

Exhibit A: The RFP for \_\_\_\_\_, RFP # \_\_\_\_\_, dated \_\_\_\_\_;  
Exhibit B: The Office's Pre-proposal Summary dated \_\_\_\_\_;  
Exhibit C: The Office's Questions and Answers dated \_\_\_\_\_;  
Exhibit D: The Contractor's Technical Proposal dated \_\_\_\_\_;  
Exhibit E: Contractor's Presentation dated \_\_\_\_\_;  
Exhibit F: Contractor's Financial Proposal dated \_\_\_\_\_;  
Exhibit G: Collateral Security Agreement dated \_\_\_\_\_;  
Exhibit H: Contract Affidavit, executed by the Contractor and dated \_\_\_\_\_; and  
Exhibit I: Contractor's "Bank Operating Documents" as negotiated, all dated as of the date of this  
Contract, which consist of and incorporated by reference the following documents: [list documents].

- 1.2 If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If  
there is any conflict among the Exhibits, Exhibit A shall control.
- 1.3 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within  
the general scope of the Contract. 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 the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 1.4 Without limiting the rights of the Procurement Officer under Section 1.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

## **2. Period of Performance**

- 2.1 **The initial term of this Contract shall be for a period of five (5) years beginning on the date of final execution of this Contract.**
- 2.2 In its sole discretion, STO shall have the unilateral right to extend the Contract for two (2) successive one (1) year renewal options (each a “Renewal Term”) at the prices established in the Contract. “Term” means the Initial Term and any Renewal Term(s).
- 2.3 The Contractor’s performance under the Contract shall commence as of the date provided.
- 2.4 After the end of the Contract term, should a new contract be awarded to a contractor other than the incumbent, the Contract shall be deemed to be extended, Contractor shall continue to perform Contract services, and Contractor shall continue to receive the compensation specified in the Contract for such services, for a period not to exceed ten (10) years. Contractor shall cooperate with the Office during any transition period to a new contractor and provide all necessary information and data to any subsequent contractor.
- 2.5 The Contractor’s obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.
- 2.6 The provisions of Sections 4 (Ownership of Documents and Materials), 6 (Patents, Copyrights and Trade Secrets), 9 (Indemnification and Limitations of Liability), 11 (Disputes), 12 (Maryland Law Prevails), and 23 (Retention of Records/Audit) of this Contract shall survive termination of this Contract for any reason.

## **3. Consideration and Payment**

- 3.1 Contractor shall charge only the fees as set forth in Contractor’s Price Proposal [Best and Final Offer] as attached hereto as Exhibit F. These fees shall not be adjusted during the first three (3) years of the initial 5-year term of this Contract. Price adjustments will be permitted Not-to-Exceed the Consumer Price Index (“CPI”) based on the end of the third year of the initial contract period and upon subsequent renewal option periods. The CPI adjustment is not cumulative.
- 3.2 Payments to the Contractor may be withheld, without interest or penalty, when in the sole discretion of the State Treasurer, the Contractor’s performance of any of the services under this Contract is unsatisfactory or does not meet generally accepted industry standards. Notice of such withholding of payment and the reasons therefore shall be promptly provided to the Contractor, who shall be afforded an opportunity to cure any performance deficiencies.
- 3.3 All invoices for goods and services shall be submitted to:

Contract Monitor at

[Christine.wright@maryland.gov](mailto:Christine.wright@maryland.gov)  
Maryland WIC Program  
[Mdwic.billing@maryland.gov](mailto:Mdwic.billing@maryland.gov)

And mailed to:  
Maryland WIC Program  
Attn: WIC Fiscal Chief  
201 W. Preston Street 1<sup>st</sup> Floor  
Baltimore, MD 21201

- 3.4 Invoices must be submitted either:
- (a) For ongoing services, on a monthly basis for goods or services rendered in the preceding month; or
  - (b) For one-time or periodic services, with 30 days of delivery or completion of the goods or services.
- 3.5 Except as provided in Section 3.2 above, payments to the Contractor pursuant to this Contract will be made no later than 30 days after receipt by the Office of a proper invoice from the Contractor. Each invoice for services rendered must reflect the Contractor's federal tax identification number, which is \_\_\_\_\_ and shall clearly indicate the specific type of service provided. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

#### **4. Ownership of Documents and Materials**

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

#### **5. Exclusive Use**

- 5.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 5.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by STO or developed by Contractor relating to the Contract, except as provided for in Section 7 (Confidential or Proprietary Information and Documentation).

#### **6. Patents, Copyrights, and Trade Secrets**

- 6.1 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.
- 6.2 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 6.3. below.
- 6.3 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.

## **7. Confidential or Proprietary Information and Documentation**

- 7.1 Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract.
- 7.2 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 rightfully 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.

## **8. 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, negligence, or willful act or omission of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for restoring or recreating such lost data or records in the manner and on the schedule set by the Contract Monitor.

## **9. Limitations of Liability**

- 9.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:
  - (a) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and

- (b) Without limitation for any claims brought under the Collateral Security Agreement between the Contractor and the State;
- (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, including but not limited to Contractor's breach, negligence and/or willful actions or omissions, Contractor shall be liable for all actual direct damages. Any claims for indirect and/or consequential damages shall be capped at 50% of the average monthly balance of all monies in State accounts. In any event, the Contractor and State agree that neither party shall be liable for punitive damages or attorney's fees.
- (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.

9.2 Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third-party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third-party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

- a) If an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- b) Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- c) Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are

owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open-source license.

- d) The Contractor shall report to the Office, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- e) The Contractor shall not affix (or permit any third party to affix), without the Office's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Office shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- f) Contractor's indemnification obligations for Third party claims arising under this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims of this Contract shall be unlimited if the State is not immune from liability for claims.

## **10. Indemnification**

- 10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, 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.
- 10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.
- 10.3 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of/or relating to the Contractor's performance under this Contract.
- 10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.
- 10.6 This Section 10 shall survive termination of this Contract.

## **11. Non-Hiring of Employees**

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, 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.

## **12. Disputes**

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, 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.

## **13. Maryland Law Prevails**

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

## **14. Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **15. Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure the agreement, 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 agreement.

## **16. Non-Availability of Funding**

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 canceled 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.

## **17. Termination for Default**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the 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 termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.



## **18. 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).

## **19. Delays and Extensions of Time**

- 19.1 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.
- 19.2 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.

## **20. Suspension of Work**

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

## **21. Pre-Existing Regulations**

In accordance with the provisions of Section 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 21) in effect on the date of execution of this Contract are applicable to this Contract.

## **22. Financial Disclosure**

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

## **23. Political Contribution Disclosure**

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout RFP for Maryland State Treasurer's Office

the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: [http://www.elections.state.md.us/campaign\\_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html).

#### **24. Retention of Records/Audit**

The Contractor [and subcontractors] shall retain and maintain all records and documents relating to this Contract for three (3) 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, as designated by the Procurement Officer, at all reasonable times.

#### **25. Compliance with Laws**

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies due and owing the State, 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;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. 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.

#### **26. Cost and Price Certification**

- 26.1 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.
- 26.2 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.

#### **27. Subcontracting; Assignment**

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

#### **28. Commercial Nondiscrimination**

- 28.1 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, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise 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.
- 28.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, 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 four (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 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 are 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.

## **29. Living Wage**

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, STO may withhold payment of any invoice or retainage. The STO may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

## **30. Use of Estimated Quantities**

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and STO does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

## **31. Contract Monitor and Procurement Officer**

- 31.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The STO may change the Contract Monitor at any time by written notice to the Contractor.

- 31.2 The Procurement Officer has responsibilities as detailed in the Contract and is the only State representative who can authorize changes to the Contract. The STO may change the Procurement Officer at any time by written notice to the Contractor.

**32. Notices**

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State:

Christine Wright  
WIC Deputy Director  
Maryland WIC Program  
201 W. Preston Street, 1<sup>st</sup> Floor  
Baltimore, MD 21201  
Phone Number: 410-767-5658  
E-Mail: [Christine.Wright@maryland.gov](mailto:Christine.Wright@maryland.gov)

With a copy to:

Kris Chewlin  
Procurement Officer  
Maryland State Treasurer's Office  
80 Calvert Street, Room 109  
Annapolis, Maryland 21401  
Phone Number: 410-260- 7428  
E-Mail: [kchewlin@treasurer.state.md.us](mailto:kchewlin@treasurer.state.md.us)

If to the Contractor:

(Contractor's Name)  
(Contractor's Primary Address)  
Attn: \_\_\_\_\_

**SIGNATURES TO FOLLOW NEXT PAGE**

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

ATTEST:

[Contractor]

By:

WITNESS:

MARYLAND STATE TREASURER'S OFFICE

By:

Dereck E. Davis  
State Treasurer

WITNESS:

By:

Jonathan D. Martin  
Chief Deputy Treasurer

[If Applicable]

ACKNOWLEDGED AND ACCEPTED:  
DEPARTMENT \_\_\_\_\_

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

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

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

**Attachment G. Collateral Security Agreement**

**COLLATERAL SECURITY AGREEMENT**

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

**Background**

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

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

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

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

1. Under the terms of this Agreement, the Bank pledges to the Depositor, and grants to the Depositor a security interest in, the Securities Collateral owned by the Bank and held by the Trustee for the benefit of the Depositor, to secure the deposits held by the Bank for the Depositor as provided in SFP §6-209.
2. The total market value of the Securities Collateral held by the Trustee (which includes accrued interest or income to the extent it is not included in the market price) will be in an amount at least equal to such amount as is required under SFP §6-209, taking into account any other acceptable Collateral properly delivered to the Depositor. The market value of any security held as Securities Collateral will be obtained from a primary dealer. The Bank will provide a monthly collateral report to the Depositor at no charge. The report includes the market value and description of each item of Collateral pledged as of the last business day of the month.

3. The Bank has previously or will immediately deliver to the Trustee Securities Collateral of the kind and character permitted by SFP §6-202 of sufficient amount and market value to provide adequate collateral under SFP §6-209, taking into consideration any other acceptable Collateral properly delivered to the Depositor, for the funds of the Depositor deposited with the Bank. For so long as the depository relationship between the Depositor and the Bank shall exist hereunder, the Securities Collateral or substitute Securities Collateral, as provided for below, in an amount and market value sufficient to provide adequate Collateral, taking into consideration any other acceptable Collateral properly delivered to the Depositor, shall be kept and retained by the Trustee in trust.
4. The Bank shall cause the Trustee to accept the Securities Collateral and hold the same in trust for the purpose stated in this Agreement.
5. Should the Bank fail at any time to pay and satisfy, when due, any check, draft, voucher or electronic fund transfer lawfully drawn against any deposit, or in any manner breaches its contract with the Depositor, Depositor shall give written notice of such failure or breach to the Bank, and the Bank shall have forty-eight (48) hours to cure such failure or breach. In the event the Bank shall fail to cure such failure or breach within forty-eight (48) hours, it shall be the duty of the Trustee, upon demand of the Depositor (supported by proper evidence of any of the above-listed circumstances), to surrender the Securities Collateral to the Depositor. In the event that bank is deemed insolvent or is in receivership, it shall be the duty of the Trustee, upon demand of the Depositor to surrender the Securities Collateral to the Depositor. The Depositor may sell all or any part of the Securities Collateral and out of the proceeds of such sale pay the Depositor all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency, or sale. Following any sale, the Depositor shall provide an accounting to the Bank for the remainder, if any, of the proceeds or Collateral remaining unsold.
6. Any sale of all or part of the Securities Collateral, made by the Depositor under this Agreement may be either at public or private sale.
7. If the Bank shall desire to sell or otherwise dispose of all or part of the Securities Collateral deposited with the Trustee, it may substitute other Securities Collateral of at least the same market value. Alternatively, the Bank may substitute other acceptable Collateral properly delivered to the Depositor in an amount equal to the market value of the Securities Collateral to be sold or otherwise disposed of. Such rights of substitution shall remain in full force and may be exercised by the Bank as often as it may desire; provided, however, that the aggregate market value of all Collateral pledged to the Depositor, shall be at least equal to the amount of Collateral required under SFP §6-209. If at any time, the aggregate market value of Securities Collateral deposited with the Trustee, taken together with any other acceptable Collateral properly delivered to the Depositor, is less than the total amount required under SFP §6-209, the Bank shall, upon request of the Depositor, deposit with the Trustee such additional Securities Collateral as may be necessary to cause the market value of such Securities Collateral, taken together with any other acceptable Collateral properly delivered to the Depositor, to equal the total amount of required Collateral. The Bank shall be entitled to income on securities held by the Trustee, and the Trustee may dispose of such income as directed by the Bank without approval of the Depositor.
8. The Bank shall cause the Trustee promptly to forward to the Depositor copies of safekeeping or trust receipts and/or activity reports covering all of the Collateral, including substitute Collateral as provided for herein.



9. If at any time the Securities Collateral in the hands of the Trustee shall have a market value, taking into account any other acceptable Collateral properly delivered to the Depositor, that exceeds the required amount of Securities Collateral, the Depositor shall authorize the withdrawal of a specified amount of Securities Collateral, and the Trustee may deliver this amount of Securities Collateral (and no more) to the Bank. Once the Bank receives the redelivered Securities Collateral, the Trustee shall have no further liability for such Securities Collateral.
10. The Depositor shall have the right to terminate this Agreement by advance written notice to the Bank of its election to do so. Termination of this Agreement shall be effective 60 days after the receipt of such notice, provided all provisions of this Agreement have been fulfilled, or upon the date of the last act required by this Agreement, whichever is later.
11. When the depositor-bank relationship ceases to exist between the Depositor and the Bank, and when the Bank has properly paid out all deposits of the Depositor, the Depositor shall give the Trustee written notice to that effect and the Trustee shall, with the approval of the Depositor, redeliver to the Bank all Securities Collateral then in its possession belonging to the Bank.
12. A.A Any notice required to be given to the Bank in writing shall be sufficient if delivered to the following address:  
  
\_\_\_\_\_  
\_\_\_\_\_  
  
The Bank may change the above address by notifying the Depositor by facsimile or by such other means as is consistent with the Bank's usual means of notification to the Depositor.  
  
B. Any notice to be given to the Depositor shall be sufficient if delivered to the following address:  
  
Maryland State Treasurer's Office  
Attn: Director of Treasury Management  
80 Calvert Street  
Annapolis, Maryland 21401  
Tel: (410)260-7129  
  
The Depositor may change the above address by notifying the Bank by facsimile or by such other means as is consistent with the Depositor's usual means of notification to the Bank.
13. This Agreement shall be binding upon, and shall insure to the benefit of, the parties hereto and their respective corporate successors.
14. No amendments or modification of this Agreement or waiver of any right under this Agreement shall be binding on any party unless it is in writing and is signed by all of the parties.

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

ATTEST

[BANK NAME]

\_\_\_\_\_

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

[Signatory]

[Title]

WITNESS:

MARYLAND STATE TREASURER'S  
OFFICE

\_\_\_\_\_

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

Dereck E. Davis  
State Treasurer

WITNESS:

\_\_\_\_\_

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

Jonathan D. Martin  
Chief Deputy Treasurer

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

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

**Attachment H. Designation of Depository**

**DESIGNATION OF DEPOSITORY**

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

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

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

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

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

Title	Name	Official Signature
Chief Deputy Treasurer	Jonathan D. Martin	_____

IN WITNESS WHEREOF, I have executed this Designation as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

STATE OF MARYLAND

By: \_\_\_\_\_  
Dereck E. Davis  
State Treasurer

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

David P. Chaisson  
Assistant Attorney General

<b>Attachment I.      Contract Affidavit</b>
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See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf>.

**Attachment J. Federal Funds Acknowledgement Attachment**

A summary of Certain Federal Fund Requirements and Restrictions

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all prospective and present sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form “Certification Against Lobbying”. It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF-LLL.
2. Form and instructions enclosed: “Form LLL, Disclosure of Lobbying Activities” must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipient 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. Title 2 of the Code of Federal Regulations (CFR) 200, specifically Subpart D, requires that grantees (both recipients and sub-recipients) which expend a total of \$750,000 in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and Title 2 CFR 200, Subpart D. All sub-grantee audit reports, performed in compliance with Title 2 CFR 200 shall be forwarded within 30 days of report issuance to the Contract Monitor.
  - b. All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
  - c. Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

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

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

- i. 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.

- ii. The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- iii. 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.
- iv. 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.
- v. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- vi. The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

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

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

- d. All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.
- e. All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level II of the Federal Executive pay scale, per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)
- f. There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.



- g. For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- h. For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally performed during the application process rather than after the award is made, as with other assurances and certifications.]
- i. In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

J-1

**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

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

J-2

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

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

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Date: \_\_\_\_\_

Federal Use Only

Authorized for Local Reproduction  
 Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
12. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

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

J-3

**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.

---

Signature of Authorized Certifying Individual



#### **J4 Clean Air and Federal Water Pollution Control Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 12511387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II)

#### **J5. Americans with Disabilities Act**

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

#### **J6. Royalty Free Rights to Use Software or Documentation Developed**

2 CFR 200.315 Intangible property.

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

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

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

(d) The Federal Government has the right to:

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

#### **J7. Debarment and Suspension**

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

By signing this contract, the vendor certifies it is not suspended or debarred as specified by these rules.

By signing below the vendor certifies that they will abide with clauses J4 through J7.

\_\_\_\_\_  
Signature of Authorized Certifying Individual

**Attachment K. Mandatory List of Required Supporting Document to Contract with  
the Government of the US Virgin Islands**

See separate attachment for Attachment K

<b>Attachment L.      USVI Form of Standard Contract</b>
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See separate attachment for Attachment L

**Attachment M. Service Level Requirements**

Service Level Requirements

Measurements & Problem Response Definitions and Times

Service Level Measurements				
No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
1	Problem Response Time – High	Average Response Time for High Priority Problems.	98% <15 minutes	1%
2	Problem Response Time - Normal	Average Response Time for Normal or Low Priority Problems	98% <2 hours	1%
3	Problem Resolution Time - High	Resolution Time for each High Priority Problem	98% <4 hours	1%
4	Problem Resolution Time - Normal	Resolution Time for Normal Priority Problems	98% <24 hours	1%
5	Problem Resolution Time - Low	Resolution Time for Low Priority Problems	98% <72 hours	1%
6	Scheduled Downtime/ Maintenance (Attachment A 18.3)	Scheduled maintenance and downtime shall only occur during non-business hours. The Contractor shall provide 14 calendar days notice prior to any scheduled downtime.	<6 hours each month	1%
7	Service Availability: Production (Attachment A 18.8)	All application functionality and accessibility shall be maintained at 99.5% uptime performance levels. Contractor shall minimize or eliminate unscheduled network downtime to .5% or less.	<99.5%	2%
8	Service Availability: Test & Training (Attachment A 18.9)	All application functionality and accessibility shall be maintained at 98% uptime performance levels. Contractor shall minimize or eliminate unscheduled network downtime to 2% or less.	<98%	1%
9	Disaster Recovery	Contractor shall provide recovery and continuity of operations within 4 hours of a System/network failover.	>4 hours	2%

<b>Service Level Measurements</b>				
<b>No.</b>	<b>Service Requirement</b>	<b>Measurement</b>	<b>Service Level Agreement</b>	<b>SLA Credit</b>
10	Notification of Security Incident	Notification of a Security Incident within 30 minutes of discovery of occurrence	>30 minutes	2%
11	Security Incident Reporting	Security incident reporting requirement in 24 hours	>24 hours	2%
13	Transaction Processing (Attachment A 18.2)	99% of the time, on a monthly average basis. Scheduled downtime shall be excluded provided a minimum of 48 hours notice is provided to all network participants prior to the scheduled outage.	<99%	1%
14	Settlement Accuracy (Attachment A 18.4)	100% accuracy within a 60-day rolling period.	<100%	1%
15	ACH Payment (Attachment A 18.5)	ACH settlement window met 100% of time, measured on a monthly basis.	<100%	1%
16	Notification of Settlement Discrepancies (Attachment A 18.6)	Notification of settlement or reconciliation discrepancies within 12 hours of occurrence.	>12 hours	1%
17	APL Processing (Attachment A 18.7)	Notification within 24 hours in the event the UPC/PLU and Cat/Subcat File has not been received from the MIS system on a given day.	>24 hours	0.5%
18	Benefit Availability (Attachment A 18.10)	Benefits are available 100% of the time	<100%	1%
19	Dispute Notification (Attachment A 18.11)	Notification within two (2) business days of a dispute.	> 2 Business Days	0.5%
20	Vendor Dispute Resolution (Attachment A 18.11)	Resolve vendor disputes within 45 processing days of the dispute being submitted by a WIC Vendor.	>45 processing days	0.5%

<b>Service Level Measurements</b>				
<b>No.</b>	<b>Service Requirement</b>	<b>Measurement</b>	<b>Service Level Agreement</b>	<b>SLA Credit</b>
21	WIC Program or Participant Dispute Resolution (Attachment A 18.11)	Resolve WIC Program or participant dispute within 10 processing days of the dispute being submitted.	>10 processing days	0.5%
22	Customer Service (Attachment A 18.12)	Answer 95% of all calls within two (2) rings in a three (3) month rolling time period.	<95%	0.5%
23	Stand Beside POS Devices Shipment (Attachment A 18.13)	Shipped within five (5) business days of receipt of signed vendor contract	>5 Business Days	0.5%
24	Stand Beside POS Device Operation (Attachment A 18.13)	Stand-beside terminals are installed and operational within 10 business days of receipt of WIC Vendor stand-beside terminal for newly authorized vendors	>10 Business Days	0.5%
25	Vendor Readiness During Conversion (Attachment A 18.14)	At least 95% of the WIC transactions in that area (only direct-connect vendors are included in this calculation).	<95%	0.5%
26	Hardware / Software (Attachment A 18.15)	100% of the time	<100%	1%
27	eWIC Data Retention (Attachment A 18.16)	100% of the time	<100%	1%
28	Business Continuation (Attachment A 18.17)	All application functionality and accessibility shall be maintained at 99.5% uptime performance levels. Contractor shall minimize or eliminate unscheduled network downtime to .5% or less	<99.5%	2%



<b>Problem Response Times</b>					
<b>Service Priority</b>	<b>Response Time</b>	<b>Resolution Time</b>	<b>Response Availability</b>	<b>Work Outage</b>	<b>Users Affected</b>
Emergency	Less than 15 minutes	Within two (2) hours of first report	24 hours per day, seven (7) days per week	Major portions of the System are inaccessible Systems or users are unable to work, or to perform some portion of their job.	Users or internal System functionalities are impaired.
High	Less than 30 minutes	Within four (4) hours after first report	24 hours per day, seven (7) days per week	Major portions of the System are inaccessible Systems or users are unable to work, or to perform some portion of their job.	Affects the majority of users to include public facing users. Affects high profile users (i.e. executive management)
Normal	Within 2 hours	Within one (1) day (24 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 7AM-7PM	Specific non-critical features are not operating as specified Systems or users are unable to perform a small portion of their job but are able to complete most tasks.	Affects a number of users
Low	Within 2 hours	Within three (3) days (72 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 7AM-7PM	Lower priority features that can be done manually are not operating as specified. Often a request for service with ample lead time.	Affects a number of users

**Attachment N. Pre-Proposal Conference Response Form (NOT APPLICABLE)**

## **Attachment O. USDA Assurances**

The USDA Assurances are to be signed and returned to the Contract Monitor with the Proposal.

### **USDA ASSURANCES**

As part of the Conditions of Grant Award for the Maryland WIC Program, all Local Agencies shall abide by the following USDA assurances:

#### **A. Assurance of Civil Rights Compliance**

The Local Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964(42 U.S.C 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines; and FNS directives and guidelines to effect that no person shall, on the ground of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Local Agency agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, reimbursable expenditures, grant or donation of Federal property and interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Local Agency by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the Local Agency, its successors, transferees, and assignees as long as it receives assistance from the Department.

#### **B. Equal Employment Opportunity Clause**

During the performance of this Agreement insofar as it relates to Local administrative expenses, the Local Agency agrees that:

1. The Local Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The Local Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, or national origin.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection from training, including apprenticeship. The Local Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause.

2. The Local Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Local Agency, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin.
3. The Local Agency will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department, advising the labor union or workers' representative the Local Agency's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Local Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Local Agency will furnish all information and reports required by Executive

Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with the nondiscrimination clauses of this Agreement or with any such rules, regulations, and orders.

6. In the event of the Local Agency's noncompliance with such rules, regulations, or orders, this agreement as it relates to Local administrative expenses may be cancelled, terminated or suspended in whole or in part and the Local Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
7. The Local Agency will include the provisions of items (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Local Agency will take such action with respect to any sub-contract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions, for noncompliance provided, however, that in the event the Local Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department. The Local Agency may request the United States to enter into such litigation to protect the interests of the United States.
8. Under applicable regulations the Equal Employment Opportunity clause is not applicable to any Agency of the State which does not participate in, work on or under this Agreement insofar as it relates to State administrative expenses.

**C. Assurance of Drug-Free Workplace**

The Local Agency agrees to maintain a drug-free workplace in compliance with Drug-Free Workplace Act of 1988, Public Law 100-690, Title V, Subtitle D, and 7 CFR part 3021.

The recipient of this award acknowledges that the above-mentioned assurances shall be followed:

Company Name	
Name of Authorized Representative	
Signature of Authorized Representative	
Title	
Date	

**EXHIBIT 1. Maryland WIC Program and eWIC Statistics**

Maryland WIC Program and eWIC Statistics

(Household figures in this table represent averages for the month of October 2024.)

**Table 1: Maryland WIC Program and eWIC Statistics**

Participant Data	Data
Number of WIC Participants (October 2024)	124,474
Number of Participants/Family (October 2024)	1.5
Number of WIC Families (October 2024)	79,831
Number eWIC Cards Issued Monthly (Average November 2023 - October 2024)	1,815
Number of Compliance Accounts (October 2024)	41
Average Number of eWIC Cards Replaced Monthly (Average November 2023 - October 2024)	1,721
Average Number of Mailed Replacement Cards Monthly (Average November 2023 - October 2024)	488
Local Agency/Clinic Data	Data
Number of Local Agencies	19
Number of Clinic Locations	92
Number of PIN Selection Devices Deployed Statewide	343
Vendor Data	Data
Number of WIC Vendors	741
Chain	454
Small Chain	11
Independent	61
Commissaries	7
Farms	197
Pharmacy	10
Number of Vendors with Stand-Beside Devices (some have more than 1 device)	57
Single-Function Devices	155
Number of Farmers using Solutran Merchant Link	36
Cardholder/Vendor Customer Service	Data
IVR - Average Monthly Calls (November 2023 - October 2024)	11,165
Live Customer Service Agency – Average Monthly Calls (November 2023 - October 2024)	317
IVR - Average Monthly Calls - Vendors (November 2023 - October 2024)	109
Live Customer Service Agency - Average Monthly Calls - Vendors (November 2023 - October 2024)	49
Other Agency Information	
Issuer Identification Number	610385





**EXHIBIT 2: USVI WIC Program and eWIC Statistics**

**Table 1: USVI WIC** Program and eWIC Statistics

(Household figures in this table represent averages for the month of October 2024.)

**Table 1: USVI WIC Program and eWIC Statistics**

Participant Data	Data
Number of WIC Participants (October 2024)	2,591
Number of Participants/Family (October 2024)	1.6
Number of WIC Families (October 2024)	1,670
Average Number eWIC Cards Issued Monthly (November 2023 - October 2024)	22
Number of Compliance Accounts (October 2024)	8
Average Number of eWIC Cards Replaced Monthly (November 2023 - October 2024)	15
Local Agency/Clinic Data	Data
Number of Clinic Locations	5
Number of PIN Selection Devices Deployed Statewide	15
Vendor Data	Data
Number of WIC Vendors	10
Grocery	10
Supercenter	0
Pharmacy	0
Formula Warehouse	0
Number of Vendors with Stand-Beside Devices	10
Single-Function Devices	32
Cardholder/Vendor Customer Service	Data
IVR - Average Monthly Calls – Cardholders (November 2023 - October 2024)	409
Live Customer Service Agency – Average Monthly Calls - Cardholders (November 2023 - October 2024)	1
IVR - Average Monthly Calls - Vendors (November 2023 - October 2024)	0
Live Customer Service Agency - Average Monthly Calls - Vendors (November 2023 - October 2024)	0
Other Agency Information	
Issuer Identification Number	610386

### **EXHIBIT 3: Key Terminology and Acronyms**

#### **KEY TERMINOLOGY AND ACRONYMS**

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

Term / Acronym	Definition
M&E	Maintenance and Enhancement
Monthly Charges	For purposes of SLA credit calculation, Monthly Charges are defined as the charges set forth in Appendix B, Pricing Schedules, invoiced during the month of the breach for the monthly services.
NACHA	National Automated Clearing House Association
NTE	Not-to-Exceed
NIST	National Institute of Standards and Technology
OIG	Office of Inspector General
OIS	Office of Information Security
OIT	Office of Information Technology
Online Shopping	<p>The general use of an online, internet-based ordering system, platform, or site. It can encompass online ordering with or without internet-based transactions ( i.e., the transaction can occur via the internet, in store, curbside, or at the point of delivery).</p> <ul style="list-style-type: none"> <li>• “Online ordering” means the process a customer (including a WIC shopper) uses to select food items for purchase via an internet-based ordering system, platform, or site.</li> <li>• “Transaction” means the process by which a WIC shopper exchanges their WIC benefits for supplemental foods.</li> <li>• “Internet-based transaction” means a transaction where the WIC payment is completed through the payment section of the online ordering system, platform, or site. This terminology is being used in lieu of “online transaction” to avoid confusion with transactions that occur using online EBT technology.</li> <li>• “Redemption” means the process in which a vendor submits records of electronic benefits for redemption and the State agency (or its financial agent) makes payment to the vendor.</li> </ul>
PAN	Primary Account Number
PCI-DSS	Payment Card Industry Data Security Standard
Problem	Any situation or issue reported that is related to the system operation that is not an enhancement request
Problem Resolution Time	The period of time from when the help desk ticket is opened to when it is resolved
PCU	Purchasing and Contracts Unit
PII	Personally Identifying Information
PIN	Personal Identification Number
PLU	Price Look-Up
PMP	Project Management Professional
POS	Point-of-Sale
QA	Quality Assurance
QRG	Quick Reference Guide
RBAC	Role Based Access Control
RFP	Request for Proposals
RPS	Required Priced Separately
SOC1	Service Organization Controls 1
SOC2	Service Organization Controls 2

Term / Acronym	Definition
STO	State Treasurer's Office
S-SDLC	Secure System Development Lifecycle
TIG	Technical Implementation Guide
TPP	Third-Party Processors
TTY	Teletypewriter
UAT	User Acceptance Testing
UPC	Universal Product Codes
US	United States
USDA	United States Department of Agriculture
VAR	Value Added Reseller
WCAG	Web Content Accessibility Guidelines
WIC	Supplemental Nutrition Program for Women, Infants and Children
WUMEI	WIC Universal MIS-EBT Interface

<b>EXHIBIT 4: Maryland and USVI eWIC Interface Document</b>
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The Maryland and USVI Interface document is a separate exhibit to the RFP under the file name:  
**“Exhibit 4 MD USVI Interface Document.”**

**Please note that it is a general template and it illustrates what an Interface Document might look like from a functional and technical standpoint.**

**Appendix 1. – Section 6-201(e) of the State Finance and Procurement Article  
of the Annotated Code of Maryland**

§6–201.

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

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

(c) “Collateral” means collateral that is listed under § 6–202 of this subtitle.

(d) “Deposit insurance” means insurance by:

(1) the Federal Deposit Insurance Corporation; or

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

(e) “Financial institution” means:

(1) any banking institution;

(2) any national banking association;

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

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

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

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

## Appendix 2. – Section 6-202 of the State Finance and Procurement Article of the Annotated Code of Maryland

§6-202.

Collateral that may be used under this subtitle shall be:

- (1) an obligation of the United States or any of its agencies;
- (2) an obligation guaranteed by the United States or by any of its agencies;
- (3) an obligation insured by the United States;
- (4) an obligation of the State or any of its units or instrumentalities;
- (5) an obligation of a county of the State or any of its agencies;
- (6) an obligation of a municipal corporation in the State or any of its agencies;
- (7) an obligation of any other governmental authority in the State;
- (8) an obligation of the Inter–America Development Bank;
- (9) an obligation of the World Bank;
- (10) an obligation of the following government–sponsored enterprises:
  - (i) the Federal Home Loan Banks;
  - (ii) the Federal Home Loan Mortgage Corporation;
  - (iii) the Federal National Mortgage Association;
  - (iv) the Farm Credit System;
  - (v) the Federal Agricultural Mortgage Corporation; and
  - (vi) the Student Loan Marketing Association;
- (11) a surety bond if:
  - (i) subject to the terms and conditions of the bond, it is irrevocable and absolute;
  - (ii) the surety bond is issued by an insurance company authorized to do business in this State;
  - (iii) the issuer of the surety bonds does not provide surety bonds for any one financial institution in an amount that exceeds 10% of the surety bond insurer’s policyholders’ surplus and contingency



reserve, net of reinsurance; and

(iv) the claims-paying ability of the authorized insurance company is rated, at all relevant times, in the highest category by at least two nationally recognized rating agencies acceptable to the Treasurer;

(12) an obligation or security of, or other interest in, any open-end or closed-end management type investment company or investment trust registered under the provisions of the federal Investment Company Act of 1940, 15 U.S.C. § 80a-1 et seq., if:

(i) the portfolio of the open-end or closed-end management type investment company or investment trust is limited to direct obligations of the United States government and to repurchase agreements fully collateralized by United States government obligations; and

(ii) the open-end or closed-end management type investment company or investment trust takes delivery of that collateral, either directly or through an authorized custodian; or

(13) a letter of credit issued by a Federal Home Loan Bank if the letter of credit meets the conditions under the guidelines issued by the State Treasurer's office.

### Appendix 3. – Section 6-209 of the State Finance and Procurement Article of the Annotated Code of Maryland

§6-209.

(a) State money on deposit with a financial institution shall be secured by:

(1) deposit insurance; or

(2) collateral as required by this section.

(b) (1) The collateral for State money on deposit with a financial institution:

(i) must have, at all times, a market value that equals or exceeds the State money that is on deposit with the financial institution and is not covered by deposit insurance; and

(ii) must be approved by the Treasurer.

(2) If the collateral is a surety bond under § 6-202 of this subtitle:

(i) the surety bond shall be in a form and amount acceptable to the Treasurer as determined by the Treasurer from time to time; and

(ii) the financial institution that provides the surety bond as collateral shall immediately notify the Treasurer if the rating assigned to the issuing insurance company by any rating agency, found acceptable to the Treasurer under § 6-202 of this subtitle, is withdrawn or downgraded, in which event the financial institution shall immediately provide the Treasurer with substitute collateral permitted under § 6-202 of this subtitle.

(3) Subject to the requirements of this subsection, a financial institution may change its collateral from time to time.

(c) (1) A custodian shall hold the collateral under this section for the benefit of the State.

(2) A financial institution may use as a custodian:

(i) any banking institution that is approved by the Commissioner of Financial Regulation to conduct commercial banking business in the State;

(ii) a federal reserve bank; or

(iii) any national banking association that is approved by the Comptroller of the Currency to conduct banking business in the State.

(3) A financial institution may not be approved as custodian for the collateral of a depository unless the assets of the financial institution equal or exceed 200% of the value of the collateral to be held for the depository.

#### **Appendix 4. – Section 6-222 of the State Finance and Procurement Article of the Annotated Code of Maryland**

§6-222.

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

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

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

(2) “Supranational issuer” includes:

(i) the World Bank;

(ii) the International Finance Corporation;

(iii) the Inter-American Development Bank;

(iv) the African Development Bank; and

(v) the Asian Development Bank.

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

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

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

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

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

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

(6) with respect to amounts treated by the Internal Revenue Service as bond sale proceeds only,

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

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

(8) money market mutual funds that:

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

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

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

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

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

(d) Subject to § 2-1257 of the State Government Article, the Treasurer shall report by January 3 of each year to the General Assembly on investment activities for unexpended or surplus money over which the Treasurer has custody which have been conducted during the previous fiscal year. At a minimum, the report shall specify for General Fund investments and all other investments:

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

(2) the net income earned;

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

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

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

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

(2) in a manner designed to reasonably match the anticipated cash flow of the State so that

sufficient funds are available to pay obligations upon proper presentation for payment;

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

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

(5) using competitive purchasing practices except when impractical;

(6) in accordance with a written investment policy;

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

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

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

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

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

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

(3) In conjunction with the Governor's Office of Small, Minority, and Women Business Affairs, the Treasurer shall develop guidelines to assist in identifying and evaluating qualified minority business enterprises in order to help the Treasurer achieve the objective for greater use of minority business enterprises for brokerage and investment management services under this section.

(4) On or before September 1 each year, the Treasurer shall submit a report to the Governor's Office of Small, Minority, and Women Business Affairs and, subject to § 2-1257 of the State Government Article, the General Assembly on:

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

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

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

## Appendix 5. – Section 6-203 of the State Finance and Procurement Article of the Annotated Code of Maryland

§6-203.

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

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

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

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

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

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

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

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

(i) an affiliate of the financial institution; or

(ii) an entity acquired by the financial institution.

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

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

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



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