



**Consulting and Technical Services (CATS)
Task Order Request for Proposals (TORFP)**

**Hardware Maintenance and Repair
For the
Driver License and Related Systems**

CATS TORFP PROJECT NUMBER J00P6200017

**The Maryland Department Of Transportation
Motor Vehicle Administration**

ISSUE DATE: June 7, 2006

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2, Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

Although information from the Contractors must be sent to concurrent individuals as stated in this Key Information Summary Sheet, all correspondence from MDOT to the Contractors shall be sent only by the MDOT Contracts Manager or designee

TORFP NAME:	Hardware Maintenance and Repair for the Driver License and Related Systems
FUNCTIONAL AREA:	FA6 System/Facilities Management and Maintenance SFMM
TORFP ISSUE DATE:	June 7, 2006
CLOSING DATE AND TIME:	July 12, 2006 at 12:00 noon
TORFP Issuing Office:	Maryland Department of Transportation (MDOT) Maryland Motor Vehicle Administration (MVA)
Questions and Proposals are to be sent to:	Walter E. Bayne, Procurement Officer Email Address: wbayne@mdot.state.md.us
Questions must be submitted no later than 10 working days prior to TORFP closing date.	Peter Arrey – MDOT Contracts Manager Email Address: parrey@mdot.state.md.us
	Carl Stein – MDOT Contracts Administrator Email Address: cstein@mdot.state.md.us
TO Procurement Officer:	Walter E. Bayne Work Phone: 410 768-7354 Fax #: 410-768-7090 E-mail: wbayne@mdot.state.md.us Location: MVA OIR Room 309
TO Manager:	J. Ronald Thiemeyer Work Phone: (410) 768-7686 Fax #: (410) 787-2993 E-mail: rthiemeyer@mdot.state.md.us Location: MVA Room 223
Project Number:	J00P6200017
TO Type:	Fixed Price and Time & Materials
Period of Performance:	NTP to December 31, 2010
MBE Goal:	30%
Primary Place of Performance:	All MVA Branches and HDQ within Maryland with off-site

	repairs done at the TO Contractor's repair facility and Depots
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	MVA will furnish access to equipment, facilities, and personnel at MVA Branches and HDQ in Glen Burnie.
TO Pre-Proposal Conference:	Maryland Department of Transportation 7201 Corporate Center Drive, Hanover, MD 06/20/06 at 2:00PM See Attachment 6 for directions.
MDOT/MVA Contract Number	V-HQ-06078-IT

NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to wwayne@mdot.state.md.us. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: Hardware Maintenance and Repair for the Driver License and Related Systems

TORFP No.: J00P6200017

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the TORFP is not something we ordinarily provide.
- We are inexperienced in the services 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 of Maryland is too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of a Task Order Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
- TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE 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 Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor

Name: _____ Date: _____

Contact Person: _____ Phone ____ - ____ - ____ Email _____

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.7 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by MVA's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP # J00P6200017. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # J00P6200017 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # J00P6200017 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms 2-A and 2-B and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2, Forms 2-A and 2-B) at the time it submits its TO Proposal.

Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.

1.5 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO

Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply. Refer to RFP Section 1.9 for additional information.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at MVA, 6601Rithie Highway N.E., Glen Burnie, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 9. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the TO Agreement amount established.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, MVA INFORMATION, BACKGROUND, PROJECT APPROACH

2.1.1 PURPOSE

The Maryland Department of Transportation (MDOT), Maryland Motor Vehicle Administration (MVA) is issuing this CATS TORFP to contract for hardware maintenance and repair services for the Driver License (DLS) and the related systems, Point of Sale (POS) and Miscellaneous Transaction Cashiering (MTC). These three systems are collectively referred to as the Driver License System (DLS).

2.1.2 MVA INFORMATION

The MVA, in providing Driver Services, is responsible for the issuance of new, duplicate, corrected, and renewal of Maryland driver licenses and Maryland ID cards. Its headquarters location is 6601Rithie Highway N.E., Glen Burnie, Maryland 21062.

Contact information is:

Walter E. Bayne, TO Procurement Officer
Work Phone: 410 768-7354
Fax #: 410-768-7090
E-mail: wbayne@mdot.state.md.us
Location: MVA/OIR Room 309

J. Ronald Thiemeyer, TO Manager
Work Phone: (410) 768-7686
Fax #: (410) 787-2993
E-mail: rthiemeyer@mdot.state.md.us
Location: MVA Room 223

2.1.3 BACKGROUND

The DLS hardware maintenance and repair consists of daily equipment repairs initiated through MVA Help Desk calls to keep the equipment functioning at an efficient level.

Since much of the workstation hardware is unique (Cameras, Card Printers, Receipt printers, etc.), the MVA does not have the in-house capability to maintain and repair the DLS central and Branch Office equipment.

The DLS hardware maintenance and repair is currently performed by the TSP TO Contractor, ACS, through their subcontractor Daly. The ACS contract ends prior to or on October 31, 2006. The intent of the MVA is to continue this DLS hardware maintenance and repair through a new contract with a CATS TO Contractor.

The DLS hardware is deployed throughout the State in MVA Branch Offices and within the MVA Headquarters in Glen Burnie (see Attachment 14 for MVA Branch locations).

Physically, the DLS system is composed of:

- Customer Agent (CA) workstations (Branch offices and Headquarters)
- Branch office servers (Branch offices and Headquarters)
- Central site servers, Storage Area Network (SAN) (Headquarters).

The CA workstations are connected to a Viisage sensor mast or Viisage ImageCam, Eltron card printer, cash drawer, document scanner, receipt printer, credit card processor with digital signature pad, a flat panel monitor that faces the customer, with a touch screen overlay on the flat panel monitor. All CA workstations run Windows 2000 Professional and are connected to the local office server via an Ethernet Local Area Network (LAN).

The central database server is a two-node cluster running Windows 2003 Enterprise Edition with a shared array of redundant disks. The central site server runs the data services layer and can serve as a backup for any of the branch servers in the event of a branch server outage. A XP12000 SAN stores the production DLS and POS transaction data as well as the image database (photos and scanned documents). A MA8000 SAN stores the development environment DLS and POS transaction data as well as the image database (photos and scanned documents).

These central servers and peripherals can be categorized into six functional areas, management and directory service servers, central application server, Web/Reports server, merchant services server, central database servers, and storage area network.

2.1.4 PROJECT APPROACH

After the TO Contractor selection, the TO Contractor's work effort to be accomplished under this TORFP consists of hardware support and repair for the DLS cluster servers, DLS Secondary/Utility servers, DLS Storage Hardware, DLS Workstations and other DLS hardware in Glen Burnie and the DLS workstations throughout the State.

A transition period, in which the new TO contractor will work with the incumbent TO Contractor and MVA, will allow the new TO Contractor to become familiar with the DLS environment so that no interruption of the hardware support and repair processes occurs during the change over from the incumbent TO Contractor to the new TO Contractor.

During this time period, the new TO Contractor needs to:

- Set up depot locations throughout the State
- Immediately prior to the new TO Contractor' start of the hardware maintenance and repair function, transfer spare parts from the incumbent TO Contractor's depots to the new TO Contractor's depots
- Become familiar with the Branch Office locations, the MVA help desk processes, the MVA Production Support processes and the MVA staff that perform these functions.

After the transition, the new TO Contractor needs to:

- Manage the DLS hardware maintenance and repair processes

- Ensure that any and all of the hardware maintenance and repair maintains full compatibility with all interfacing systems, security systems, and telecommunications
- Ensure that any and all of their support does not compromise system level or component level compatibility
- Ensure that MVA SLAs for response times are met
- Produce/perform the Deliverables identified in this TORFP
- Participate in a transition to the MVA or new TO Contractor at the end of this Task Order.

2.2 TECHNICAL REQUIREMENTS

2.2.1 HARDWARE MAINTENANCE AND REPAIR SUPPORT REQUIREMENTS

The TO Contractor shall:

2.2.1.1 Perform all maintenance and repair in a manner to ensure continuous operation of the system at all locations and shall be responsible for the support and repair of all equipment under this TORFP. An MVA Maintenance and Repair Service Call List showing the type of equipment and number of repairs per week is in Attachment 15. The TO Contractor shall produce a weekly report, as part of the status report, that details all maintenance and repair work performed.

2.2.1.2 Provide maintenance, repair or replacement for the DLS cluster servers, Secondary/Utility servers, Storage Hardware, Workstations and other hardware in Glen Burnie and throughout the State. A detailed list of the DLS hardware is in Attachment 13, DLS Maintenance and Repair Hardware List. This includes labor, materials and shipping costs. The TO Contractor shall document the repair or replacement work in the weekly status report. Any replacement equipment shall be identified to the MVA Asset Inventory Manager and be tagged with an MVA asset number.

2.2.1.3 Respond to all service calls placed to the TO Contractor by the MVA DLS Production Support Unit (DLS PSU) within the principal period of maintenance/repair, via callback within 15 minutes. Maintenance and repair personnel shall be on site within 2 hours with some exceptions (Attachment 17 for the SLA exceptions), and the system shall be operational within 4 hours (total down time not to exceed 4 hours). All hardware items associated with the successful and reliable operation of the system shall be repaired or replaced within the 4-hour time frame. The TO Contractor shall document the response times for this requirement in the weekly status report. If the SLA is not met, the TO Contractor shall deliver to the MVA a written report that documents the reason and make recommendations to the MVA for a solution that will prevent the problem from happening again. The principal period of maintenance and repair is from 8 a.m. until 5:00 p.m. Monday through Friday and 8:00 a.m. until 1:00 p.m. on Saturday. As an exception to this, the principal period of maintenance and repair for the Central Servers located in the Glen Burnie MVA complex is twenty-four hours per day, seven days per week. The TO Contractor personnel shall be available during normal business workdays for the MVA between

the hours of 8:00 AM to 5:00 PM, local time, to conduct meetings, and any other related activities that require the participation of State personnel.

2.2.1.4 Complete replacements of critical Central Server system components (i.e., Servers) and return the system back to normal operating conditions within 4 hours after the problem was reported by the DLS PSU. If critical system components cannot be replaced within the 4-hour limitation, the TO Contractor shall notify the MVA and provide an estimate as to when the replacement will be completed. Until the repair/replacement is completed, the TO Contractor shall provide an alternative temporary solution to provide the functionality that was lost due to the hardware failure, at no additional cost to MVA. If equipment is removed with consumables (plastic covers, laminate, ribbons, etc.) then the TO Contractor shall be required to reinstall the consumables in the replacement equipment. If the SLA is not met, the TO Contractor shall deliver to the MVA a written report that documents the reason and make recommendations to the MVA for a solution that will prevent the problem from happening again.

2.2.1.5 Notify, in writing, the MVA Supervisor/responsible equipment officer at each location as to what equipment has been moved or replaced and what equipment has been provided as a replacement. The TO Contractor shall document the move or replacement work in the weekly status report. At a minimum, this list should include the date of move or replacement, location, MVA Asset number, serial number, manufacturer and model number of the item replaced and the replacement item, and the MVA Helpdesk Number associated with the move or replacement.

2.2.1.6 For all hardware, provide cleaning, dust removal, and other preventative measures in order to promote optimal hardware performance. The planned method and schedule for preventative measures shall be tracked in the weekly status report. The initial plan and schedule shall be submitted to the MVA DLS Support Manager within 30 days from the Kick-Off Meeting. Preventative measures in order to promote optimal hardware performance do not include system patches and upgrades unless specifically requested by the MVA through a Change Order.

2.2.1.7 Provide a single point of notification for all maintenance and repair problems during the hours of the principal period of remedial maintenance and a 24-hour toll free telephone number for the purpose of contacting the TO Contractor's call center or help center. The TO Contractor's hardware maintenance and repair staff shall receive, both electronically and by phone to the TO Contractor's system support contact number, question and problem requests emanating from the MVA's Help Desk. The MVA currently uses Computer Associates' Unicenter as its Help Desk question/problem and resolution tracking database. Some off-hour response may be needed depending on the critical level of the repair problem. Each TO Contractor's staff shall have a telephone number where they can be reached in an emergency situation. The TO Contractor shall develop a Communication Plan with the contact information, present it at the Kick-Off Meeting, and keep it updated throughout the project.

2.2.1.8 Replace any hardware component that has more than three service calls in any consecutive 90-day period if requested by the MVA. This will be exercised by the MVA when, at its discretion, the MVA feels that the equipment service is not resolving an ongoing, repetitive problem. The TO Contractor shall complete such a request within 24 hours of notification, at no additional cost to MVA.

2.2.1.9 Provide replacement equipment and repair parts under this maintenance and repair that are the same as the Original Equipment Manufacturer's (OEM) equipment design, and shall be a revision level that has been approved by the MVA. If it becomes necessary to replace existing equipment with non-OEM parts, the MVA shall be notified and give approval in advance. The MVA reserves the right to reject substitute replacement parts. The installation of previously used parts (i.e. not new) is acceptable upon approval by the MVA, which approval will not be unreasonably withheld. If however, a pattern of equipment failure develops due to installation of used parts of inferior quality, the MVA may withhold its approval of the continued installation of used parts. The TO Contractor shall address/document replacement equipment and repair parts reporting in the weekly status report.

2.2.1.10 Perform support and repair services, when occasionally the MVA opens selected offices on a Sunday or other non-prime time for processing and/or equipment testing, on a time and materials basis.

2.2.1.11 Electronically provide to the MVA comprehensive problem and resolution reports for status monitoring. Weekly reports will be produced, providing a detailed list of all system issues reported in the past week and the current status of those issues. Summary statistics such as average response times average turnaround time and call frequency shall be included. The identification of serious problems or issues shall be provided in the status reports. Weekly reporting of all equipment moves and replacements shall be included. The weekly reports shall be both in MS Word or Excel file format as appropriate with hard copies distributed at the meeting.

2.2.1.12 Produce an accurate, up-to-date complete asset inventory list of all supported hardware and equipment on a quarterly basis. The inventory list shall include, at a minimum, the item location, MVA asset tag number, serial number, manufacturer, model number and item description and shall be in MS Excel on a CD.

2.2.1.13 Perform support, repair, or replacement of equipment that is inoperative due to accidental damage (damage that is not caused by normal use or wear in the DLS environment) and no-cause calls (problem was fixed by MVA before the technician arrived and a service cancellation call was not made) on a time and materials basis. The TO Contractor's field technicians determine that a repair is an "accidental damage" condition at the initial time they are at the MVA Branch Office requesting the repair (if the accidental damage is determined at the workbench, more extensive documentation is required, e.g. pictures). The field technicians shall document the determination of "accidental damage" or "no-cause" calls and detail the determination on the repair ticket. Both the field representative and the MVA Branch manager/supervisor will sign in agreement of the accidental damage and a copy will be given to the MVA Branch manager/supervisor. The TO Contractor shall invoice the cost of the accidental damage repair/no-cause calls within sixty (60) days from the repair ticket date. If the cost of the accidental damage repair/no-cause calls is not invoiced within sixty (60) days from the repair ticket date, the cost of the repair shall be waived. The TO Contractor shall have on the invoice enough information to relate back to the signed repair ticket. The invoice shall have supporting documentation that verifies the technicians travel hours, bench repair hours worked when the equipment is returned to the TO Contractor's repair facility for repair (or mutually agreed alternative), the costs of any materials and any other expenses (shipping). The MVA will not pay for accidental damage repair that cannot be validated by a signed repair ticket or without detailed cost documentation. The MVA/TO Contractor will negotiate the final decision in the event that there is a disagreement that a repair is an "accidental damage repair/no-cause calls" repair.

2.2.1.14 Position its field technicians throughout the State and shall maintain depots around the State stocked with spare parts in order to maintain the required response/repair times. The TO Contractor shall propose, at minimum, six (6) spare parts depots and their locations. Attachment 14 shows the Branch Office locations and Attachment 16 shows examples of Spares. The Central Servers and Test environments are in the MVA Headquarters Building in Glen Burnie. The depots shall be functional and staffed within thirty days from the NTP.

2.2.1.15 Produce/update the current detailed Hardware Support and Repair Manual along with quarterly updates if equipment or processes change. The original and each updated version will be in MS word and delivered to MVA (one paper copy and one copy on a CD) at the time of creation/updates. The TO Contractor's first update shall be delivered to the MVA within sixty days (60) of the notice to proceed.

2.2.1.16 Ensure that any and all their support to any hardware which would include any network, software, and facilities meet documented specifications and standards and has to pass performance testing criteria and be approved by the MVA. Performance criteria and its testing criteria shall be documented to the MVA and have prior approval by the MVA with MVA approved work plans prior to any procurement or implementation.

2.2.1.17 Ensure that any and all hardware support maintains full compatibility with all interfacing systems, security systems, and telecommunications. The Contractor shall ensure that any and all of their support does not compromise system level or component level compatibility. The Contractor shall be fully responsible for all compatibility.

2.2.1.18 Provide hardware maintenance, in accordance with the terms, conditions and requirements of this TORFP, for any additional equipment added by the MVA to the DLS infrastructure. After notification to the TO Contractor that new equipment is to be added, the Change Order process shall be used to document the new equipment and additional maintenance cost.

2.2.2 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.

- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 7). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 8). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State’s issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.5 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable’s content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.2.3 DELIVERABLE/DELIVERY SCHEDULE

Del. ID	Deliverables	TORFP Reference Section	Expected Completion:
2.2.3.1	Provide the following day to day work effort starting after the transition period and continuing throughout the TO Contract:		From NTP + 30 days to December 31, 2010
	<ul style="list-style-type: none"> • Perform all maintenance and repair in manner to ensure continuous operation 	Section 2.2.1.1	

	<ul style="list-style-type: none"> • Provide maintenance, repair or replacement for the hardware detailed in the list of the DLS hardware in Attachment 13 	Section 2.2.1.2	
	<ul style="list-style-type: none"> • Respond /repair within allotted time frames with some exceptions (see Attachment 17 for the SLA exceptions) 	Section 2.2.1.3, Section 2.2.1.4	
	<ul style="list-style-type: none"> • Notify, in writing, the MVA Branch Supervisor what equipment has been moved or replaced and list in weekly status meeting 	Section 2.2.1.5	
	<ul style="list-style-type: none"> • Replace hardware that has more than 3 service calls in any consecutive 90-day period if requested by the MVA 	Section 2.2.1.8	
	<ul style="list-style-type: none"> • Repair parts same as OEM 	Section 2.2.1.9	
	<ul style="list-style-type: none"> • Ensure that any and all their support to any hardware which would include any network, software, and facilities meet documented specifications and standards and has to pass performance testing criteria and be approved by the MVA 	Section 2.2.1.16	
	<ul style="list-style-type: none"> • Ensure that any and all of their hardware support that make up the system, maintains full compatibility with all interfacing systems, security systems, and telecommunication 	Section 2.2.1.17	
2.2.3.2	Provide preventative services (cleaning, dust removal etc.) and track by plan in weekly status meeting report; plan and schedules to MVA 30 days after kick-off meeting	Section 2.2.1.6	From NTP + 30 days and to December 31, 2010
2.2.3.3	Provide a single point of notification and develop/update a Communication Plan. The Communication Plan shall be delivered at the Kick-off meeting.	Section 2.2.1.7	NTP to December 31, 2010
2.2.3.4	Provide Support and Repair Services on non-prime time on a T & M basis - use 500 hours for evaluation purposes	Section 2.2.1.10	From NTP + 30 days and to December 31, 2010
2.2.3.5	Electronically provide to the MVA comprehensive problem and resolution reports for status monitoring	Section 2.2.1.11	NTP + increments of every 7 Calendar Days to December

			31, 2010
2.2.3.6	Produce an accurate, up-to-date complete asset inventory list of all supported hardware and equipment on a quarterly basis	Section 2.2.1.12	NTP + increments of every 3 months to December 31, 2010
2.2.3.7	Provide Support and Repair Services on accidental damages/no-cause calls on a T & M basis - use 250 hours for evaluation purposes	Section 2.2.1.13	From NTP + 30 days and to December 31, 2010
2.2.3.8	Establish/staff Depots maintain required response/repair times	Section 2.2.1.14	NTP to December 31, 2010
2.2.3.9	Produce/update Hardware Support and Repair Manual along with quarterly update	Section 2.2.1.15	From NTP + 30 days in increments of every 3 months to December 31, 2010
2.2.3.10	Provide hardware maintenance, in accordance with the terms, conditions and requirements of this TORFP, for any additional equipment added to DLS environment (add 2% for evaluation purposes)	Section 2.2.1.18	From NTP + 30 days and to December 31, 2010
2.2.3.11	Conduct weekly progress meetings	Section 2.6.1.1	NTP to December 31, 2010
2.2.3.12	Hold a Project Kick-off meeting	Section 2.6.1.2	NTP + 5 days
2.2.3.13	Start a transition period 30 days prior to current contract end date and on the first day after the current contract expires, start the actual hardware maintenance and repair.	Section 2.6.1.3	NTP + 30 days
2.2.3.14	Develop, submit and execute a transition plan (incumbent TO Contractor's on-site team works with the new TO Contractor's team and/or the MVA team)	Section 2.6.1.4	December 31, 2010

2.2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.
- F) MDOT Security Plan at the MDOT Secure FTP Server (Attachment 12). The user ID is DLSTORFP (all caps) and the password (all lower case) tspdbmmv

2.3 TO CONTRACTOR STAFF EXPERTISE REQUIRED

The TO Contractor shall supply an overall Project Manager for the MVA work effort. The Project Manager shall have, at minimum, five (5) years experience in managing support and repair programs of similar size, type of equipment, and complexity of the DLS and will be the sole contact with the MVA to resolve any issues or concerns that may arise.

The TO Contractor shall propose Field/Repair Technicians to maintain and repair the MVA DLS hardware environment and response time constraints that are specified by the requirements of Section 2.

The Field/Repair Technicians shall have, at minimum, three years experience in hardware maintenance and repair of equipment similar in type and complexity of the DLS, be experienced on Eltron printer repair and be proficient in:

- Advanced troubleshooting in Windows 2000
- Advanced knowledge of Windows 2000 Advanced Server
- Knowledge of Ghost Imaging Software
- Advanced knowledge of DHCP and DNS

2.3.1 RESUMES

All skills, skill levels, and experience timeframes shall be discernable on the submitted resumes. A summary sheet shall be included with each resume that shows the person's name with a list of the skill categories and the length of time of their experience.

2.4 TO CONTRACTOR QUALIFICATIONS

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

2.4.1 OVERVIEW OF THE TO CONTRACTOR'S EXPERIENCE

An overview of the TO Contractor's experience and capabilities rendering services similar to those included in this CATS TORFP shall include:

2.4.1.1 Corporate size, length of time the corporation has been providing DLS maintenance and repair support services, key business partners, and the number of employees dedicated to providing maintenance and repair support services

2.4.1.2 Technical skills and certifications of the TO Contractor's employees associated with providing hardware maintenance/repair services

2.4.1.3 System management of the maintenance of a support/repair of a large-scale hardware environment system

2.4.2 ORGANIZATION CHART

An organization chart of the TO Contractor showing all major component units, which component(s) will perform the requirements of this contract, where the management of this contract will fall within the organization, and what corporate resources will be available to support this contract in both primary and secondary, or back-up roles.

2.4.3 REFERENCES

Refer to Section 3.2.1 Item E, Master TO Contractor and Subcontractor Experience and Capabilities.

2.5 INVOICING

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager.

The Deliverables that run the full duration of the TO (repair, maintenance, etc.) shall be invoiced in equal monthly amounts based on the TO Contractor's proposed cost for the deliverable. The Deliverables that are a short term activity (Transition Period, Kick-off Meeting, etc.) or produce a product (Communication Plan, Inventory List, etc.), shall be invoiced after the activity or product has been successfully completed and delivered.

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 8, is not submitted.

2.5.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

A) The invoice shall identify the Maryland Motor Vehicle Administration as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 8, for each deliverable being invoiced) submitted for payment to the Maryland Motor Vehicle Administration at the following address:

Maryland Motor Vehicle Administration
6601 Ritchie Highway, N.E.
Glen Burnie, MD 21062
Attention: Accounts Payable Room 220

A copy of the each invoice and supporting documentation shall be sent to the TO Manager.

C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.6 PROJECT MANAGEMENT AND MBE

2.6.1 PROJECT MANAGEMENT

2.6.1.1 The TO Contractor and the Maryland Motor Vehicle Administration shall conduct weekly progress meetings. A one week project progress report shall be submitted one day in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the prior week.
- Deliverable progress, as a percentage of completion.
- Problem areas including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart, using Microsoft Project 2000, updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule. The first update shall be immediately following the TORFP award, and reviewed with the MVA at the kick-off meeting. When preparing the Gantt chart, the TO Contractor shall allow a minimum of 5 business days for each and every MVA review of all deliverables unless stated otherwise in specific task descriptions. The Gantt chart shall show not only the TO Contractor tasks, but also MVA tasks (e.g. review of deliverables).

- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.
- Other various reporting requirements identified in Section 2.

2.6.1.2 Hold a Project Kick-Off meeting at the start of the project. The TO Contractor shall give a project overview, introduce TO team member, meet MVA team members, and discuss project components, schedule, and communication strategies. The TO Contractor shall submit meeting minutes to the MVA TO Manager within one week after the Kick-Off meeting is held.

2.6.1.3 Start a transition period 30 days prior to current contract end date. On the first day after the current contract expires begin the actual hardware maintenance and repair services.

2.6.1.4 Develop, submit and execute a transition plan (incumbent TO Contractor's on-site team works with the new TO Contractor's team and/or the MVA team) and procedures for transitioning the application software support to the MVA or a third party vendor at the end of TO Contractor's contract period. The TO Contractor shall execute the plan at no additional cost. The transition duration shall be 30 days.

2.6.2 MBE

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the Master Contract. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form 2-E to the Maryland Motor Vehicle Administration, at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form 2-F). Subcontractor reporting shall be sent directly from the subcontractor to the Maryland Motor Vehicle Administration. The Maryland Motor Vehicle Administration will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. Contractors shall email completed forms to the Maryland Motor Vehicle Administration to

Minnie Carter

Director, Equal Opportunity Office

Email address: mcarter@mdot.state.md.us

2.7 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

2.8 SECURITY AND CONFIDENTIALITY

In addition to all security and confidentiality conditions required by the CATS Master contract, the TO Contractor shall comply with the following.

2.8.1 MVA PRIVACY PROTECTION POLICY

The TO Contractor shall sign the MVA Privacy Protection Policy (Attachment 11).

2.8.2 SECURITY CLEARANCE

The TO Contractor shall obtain a Criminal Justice Information System (CJIS) and Federal criminal background check, including fingerprinting, for each individual performing services under this TORFP. The TO Contractor shall provide certification to the MVA that the TO Contractor has completed the required CJIS criminal background checks and that the TO Contractor 's employees assigned to this TORFP have successfully passed this check. The state reserves the right to refuse any individual employee to work on State premises, based upon certain specified criminal convictions, as specified by the State. See the CATS Master Contract (RFP section 2.5.3.2 Security Clearance) for details.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services – Work Plan

- 1) **Requirements:** A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) **Risk Assessment:** An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) **Proposed Solution:** A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) **Proposed Tools:** A description of all proposed tools that will be used to facilitate the work.
- 6) **Tasks and Deliverables:** A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated weekly as part of progress reporting (see Section 2.6.1 Project Management).
- 7) **Work Breakdown Structure:** A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) **Acceptance Criteria:** A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE Documents Attachment 2, Forms 2-A and 2-B.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type, and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- 2) Provide a listing of **all** contracts held with the State of Maryland during the last five years. Information for each contract must include the following information:
 - a. Name of the State agency.
 - a. Name, title, and telephone number of point-of-contact for the contract.
 - b. Type, and duration of contract(s).
 - c. The services provided, scope of the contract and performance objectives satisfied.
 - d. Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.

F) Proposed Facility

- 1) Identify Master Contractor's facilities including address, from which any work will be performed.

G) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of

Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

I) Replacement of unwarranted equipment with warranted equipment or with CarePaks

1) Discuss the ramifications/consequences of replacing unwarranted equipment with warranted equipment or with CarePaks (except for the White Oak Branch and a few pieces at MVA headquarters, current DLS hardware is not under warranty). The replacement will be done on an equipment type basis as opposed to the whole workstation (one year's replacement may be to install all new cameras, the next year may be all new Hypercom signature pads, etc). The potential pieces of equipment are the:

- Viisage Camera
- Eltron Card Printer
- Hypercom Signature Pad
- Workstation PC
- Branch Servers
- Central Servers.

The new replacement equipment will be under warranty and will reduce the cost of repair. Any new equipment that is the result of a large scale total replacement will be purchased by the MVA.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.
- B) Completed Financial Proposal - Attachment 1 including:
 - 1. Fixed-price dollar figures will be rounded to the nearest whole dollar.
 - 2. The information should continue, as necessary and appropriate, to cover all Milestones and Deliverables.
 - 3. List all deliverables, even those not separately priced (NSP).
- C) For evaluation purposes, the TO Contractor shall propose the T&M cost of the accidental damage (damage that is not caused by normal use or wear in the DLS environment) and no-cause calls (problem was fixed by MVA before the technician arrived and a service cancellation call was not made) based on 250 hours of work. The MVA shall be responsible for payment only for actual hours worked and the materials needed. The materials shall be billed on a pass-through basis (without any direct or indirect charges or profit). Material charges cannot exceed the TO Contractor's invoiced cost of materials.
- D) For evaluation purposes, the TO Contractors shall propose T&M costs of support and repair services, when occasionally the MVA opens selected offices on a Sunday or other non-prime time for processing and/or equipment testing, based on 500 total

- hours of work. The MVA shall be responsible for payment only for actual hours worked. The work effort shall be defined and documented through a Change Request.
- E) For evaluation purposes, the TO Contractor shall propose additional maintenance costs for equipment added to the DLS infrastructure by the MVA. The proposed additional maintenance costs shall be two percent (2%) of the total proposed fixed price cost before including the 2%. The MVA shall be responsible for payment only for the actual increased maintenance cost for the new equipment. The new equipment and cost shall be documented through a Change Order.
 - F) The TO Contractor shall produce the estimated reduction and percentage of cost reduction to the Total Price that can occur when the replacement of all MVA locations is finished for that one identified piece of equipment. Use the Cost Proposal Worksheet for the estimated decreased cost.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- 4.2.1 Judged quality and completeness of the TO Contractor's understanding of the CATS TORFP's requirements and risk mitigation solutions.**
- 4.2.2 Judged quality and completeness of the TO Contractor's submitted solution to this CATS TORFP.**
- 4.2.3 Evaluated past performance on engagements provided as reference accounts in the Contractor's Technical Proposal to the TORFP or other engagements not provided in the Technical Proposal but known to the State, especially previous task orders prepared under the Master Contract.**
- 4.2.4 Evaluated qualifications of the personnel proposed to meet the minimum qualifications set forth in the Master Contract and the skill levels required in this TORFP.**

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.**
- 4.3.2 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.**
- 4.3.3 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight.**

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer.

**ATTACHMENT 1
PRICE PROPOSAL
CATS TORFP # J00P6200017**

Del. ID	Deliverables	TORFP Reference Section	Proposed Monthly Price - Calendar Yr 2006	B) Proposed Monthly Price - Calendar Yr 2007	C) Proposed Monthly Price - Calendar Yr 2008	D) Proposed Monthly Price - Calendar Yr 2009	E) Proposed Monthly Price - Calendar Yr 2010	Proposed Fixed Price		
2.2.3.1	Provide the day to day work effort as identified in the Reference Sections starting after the transition period and continuing throughout the TO Contract For evaluation purposes: Assume that the start date for this deliverable is November 1, 2006 and the end date is December 31, 2010	Section 2.2.1.1 Section 2.2.1.2 Section 2.2.1.3 Section 2.2.1.4 Section 2.2.1.5 Section 2.2.1.8 Section 2.2.1.9 Section 2.2.1.16 Section 2.2.1.17								
			A) Total Price Calendar year 2006 (Monthly Price x 2 months)	B) Total Price Calendar year 2007 (Monthly Price x 12 months)	C) Total Price Calendar year 2008 (Monthly Price x 12 months)	D) Total Price Calendar year 2009 (Monthly Price x 12 months)	E) Total Price Calendar year 2010 (Monthly Price x 12 months)			
Deliverable 2.2.2.1 Total Proposed Price (A+B+C+D+E above)										
2.2.3.2	Provide preventative services (cleaning, dust removal etc.) and track by plan in weekly status meeting report; plan and schedules to MVA 30 days after kick-off meeting	Section 2.2.1.6								

2.2.3.3	Provide a single point of notification and develop/update a Communication Plan. The Communication Plan shall be delivered at the Kick-off meeting.	Section 2.2.1.7		
2.2.3.4	Provide Support and Repair Services on non-prime time on a T & M basis - use 500 hours for evaluation purposes	Section 2.2.1.10		
2.2.3.5	Electronically provide to the MVA comprehensive problem and resolution reports for status monitoring	Section 2.2.1.11		
2.2.3.6	Produce an accurate, up-to-date complete asset inventory list of all supported hardware and equipment on a quarterly basis	Section 2.2.1.12		
2.2.3.7	Provide Support and Repair Services on accidental damages/no-cause calls on a T & M basis - use 250 hours for evaluation purposes	Section 2.2.1.13		
2.2.3.8	Establish/staff Depots maintain required response/repair times	Section 2.2.1.14		
2.2.3.9	Produce/update Hardware Support and Repair Manual along with quarterly update	Section 2.2.1.15		
2.2.3.10	Provide hardware maintenance, in accordance with the terms, conditions and requirements of this TORFP, for any additional equipment added to DLS environment (add 2% for evaluation purposes)	Section 2.2.1.18		
2.2.3.11	Conduct weekly progress meetings	Section 2.6.1.1		
2.2.3.12	Hold a Project Kick-off meeting	Section 2.6.1.2		

2.2.3.13	Start a transition period 30 days prior to current contract end date and on the first day after the current contract expires, start the actual hardware maintenance and repair.	Section 2.6.1.3		
2.2.3.14	Develop, submit and execute a transition plan (incumbent TO Contractor's on-site team works with the new TO Contractor's team and/or the MVA team)	Section 2.6.1.4		
<u>Total Proposed Fixed Price</u>				

**Work Sheet for Deliverable 2.2.3.4
Additional Functionality and Off-hour Work**

Time And Materials Cost For Additional Functionality and Off-hour Work Based on 500 Hours.

(Use Total E below for cost of Deliverable 2.2.2.4 above. 500 hours is solely for evaluation purposes. The actual hours needed will be determined by the requested modifications or off-hour work.)

Skills Needed	TO Contractor Supplied Appropriate Categories	Hourly Unit Price (B)	Proposed Labor Hours Quantity (C)	Total (D) (B) x (C)=(D)
1. Project Manager		\$	100	\$
2. Field Technician Professional		\$	200	\$
3. Repair Technician Professional		\$	200	\$
			Total T&M (E):	

**Work Sheet for Deliverable 2.2.3.7
Support and Repair Services on Accidental Damages/No-cause Calls**

Time And Materials cost for Support and Repair Services on accidental damages/no-call work based on 250 hours (use Total E below for cost of Deliverable 2.2.3.7 above). 250 hours is solely for evaluation purposes. The actual hours needed will be determined by the requested modifications or off-hour work.

Labor Categories	Contractor Supplied Appropriate Categories	Hourly Unit Price (B)	Proposed Labor Hours Quantity (C)	Total (D) (B) x (C)=(D)
1. Project Manager		\$	50	\$

2. Field Technician Professional		\$	100	\$
3. Repair Technician Professional		\$	100	\$
			Total Mod. and Off-hour Time and Material (E):	

Work Sheet for Replacement of Unwarranted Equipment with Warranted Equipment

The key equipment types are shown below for discussion purposes although the MVA will replace other types as needed. Actual price reduction will be determined at the time MVA plans the actual replacement.

Type of Equipment to be Replaced by Warranted	Total Proposed Fixed Price from above	Total Estimated Reduction in Repair	Percent Reduction
Viisage Camera	\$	\$	
Eltron Card Printer	\$	\$	
Hypercom Signature Pad	\$	\$	
Workstation PC	\$	\$	
Branch Servers	\$	\$	
Central Servers	\$	\$	

Authorized Individual Name

Company Name

Title

Company Tax ID #

* The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT THIS WITH THE FINANCIAL RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS**

CATS TORFP # **J00P6200017**

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms 2-E (TO Contractor Paid/Unpaid MBE Invoice Report) and 2-F (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form 2-E for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports must be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form 2-F. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form 2-F (upper right corner of the form) for the subcontractor the same as the Form 2-E was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's 2-F report only. Therefore, if the subcontractor(s) do not submit their 2-F payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form 2-E. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE PARTICIPATION

RFP ATTACHMENT 2

State of Maryland

DEPARTMENT OF BUDGET AND MANAGEMENT

MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE GOALS AND SUBGOALS

An MBE subcontract participation goal of 30 percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

OR

An overall MBE subcontract participation goal of ___ percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- A sub-goal of ___ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- A sub-goal of ___ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- ◆ A bidder or offeror must include with its bid or offer:
 - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment 2-A) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - (2) A completed MBE Participation Schedule (Attachment 2-B) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment 2-A and Attachment 2-B at the time of submittal of the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
 - (1) Outreach Efforts Compliance Statement (Attachment 2-C)
 - (2) Subcontractor Project Participation Statement (Attachment 2-D)
 - (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any sub-goal as part of the previously submitted Attachment 2-A, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
 - (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a separate report (**Attachment 2-E**) for each subcontractor that lists: a) all payments made to the MBE subcontractor during the previous 30 days, and, b) any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report (**Attachment 2-F**) that identifies the prime contract and lists: a) all payments received from the prime Contractor during the previous 30 days, and, b) any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENTS

- 2-A Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- 2-B MBE Participation Schedule (must be submitted with bid or offer)
- 2-C Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- 2-D Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- 2-E Prime Contractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the Prime Contractor)
- 2-F Subcontractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the MBE subcontractor)

Attachment 2-A

Certified MBE Utilization and Fair Solicitation AFFIDAVIT

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. J00P6200017, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30 percent. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____% and request a waiver of the remainder of the goal.

If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposals), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2-B) with the bid or proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment 2-C)
 - (b) Subcontractor Project Participation Statement (Attachment 2-D)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If I am the apparent awardee, I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not

responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

- I. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment 2-B
MBE Participation Schedule
(for submission with bid or proposal)

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	J00P6200017
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
<u>Work To Be Performed/SIC</u>	
<u>Percentage of Total Contract</u>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT 2-B CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION: _____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION: _____ %

Document Prepared By: (please print or type)
 Name: _____ Title: _____

Attachment 2-B
 MBE Participation Schedule (continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

Attachment 2-C

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to Solicitation No.J00P6200017, I state the following:

1. Bidder/ Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4. Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)

- This project does not involve bonding requirements.
5. Bidder/Offeror did/did not attend the pre-bid/proposal conference

- No pre-bid/proposal conference was held.

Bidder/Offeror Name

By: _____
Name

Address

Title

Date

ATTACHMENT 2-D
Subcontractor Project Participation
Statement

Submit one form for each Certified MBE listed in the MBE Participation Schedule

Provided that _____ is awarded the State contract in conjunction with Solicitation

Prime Contractor Name

No. J00P6200017, it and _____, MDOT Certification No. _____,

Subcontractor Name

intend to enter into a contract by which subcontractor shall:

(describe work) _____

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

PRIME CONTRACTOR MBE REPORTING INSTRUCTIONS

RFP#: _____
BPO#: _____

These instructions are meant to accompany the customized reporting forms sent to you by the Procurement Officer for the contract referenced above. If, after reading these instructions, you have additional questions or need further clarification, please contact the Department's MBE Liaison at mcarter@mdot.state.md.us or (410) 787-7861.

1. As the prime contractor, you have entered into a contractual agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to meet the MBE participation requirements established for this contract. Part of that requirement, as outlined in the contract, includes submission of monthly MBE payment reports to the State. Reporting forms 2-E (Prime Contractor Paid/Unpaid MBE Invoice Report) and 2-F (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The prime contractor must complete a separate form 2-E for each MBE subcontractor (each subcontractor reference herein means MBE subcontractor) for each month of the contract and submit one copy to the location(s) indicated at the bottom of the form. The report is due not later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due not later than the 15th of February. It is preferred that the signed report be submitted in PDF or Word format with an electronic signature, however, reports sent via postal delivery are acceptable. **Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month. For Statewide master contracts where contractors must compete for individual Task Order awards, only those prime contractors who have been awarded a Task Order Contract (TOC) and have received a Purchase Order from the State are required to submit monthly reports along with their subcontractors.**
3. The prime contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of form 2-F. The prime contractor should make sure that the subcontractor receives all the information necessary to complete the 2-F form properly, i.e., all of the information located in the upper right corner of the 2-E form. It may be wise to enter the information on form 2-F for the subcontractor's convenience. This will help to minimize any confusion for those who receive and review the reports and will ensure that your company/firm receives proper credit for all MBE payments.
4. **It is the responsibility of the prime contractor to make sure that all subcontractors submit reports not later than the 15th of each month regardless of whether there was any MBE payment activity for the reporting month.** Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's monthly 2-F report only. Therefore, if the subcontractor(s) do not submit their 2-F payment reports, the prime contractor cannot and will not be given credit for subcontractor payments, regardless of the prime contractor's proper submission of the 2-E reports. The Department's MBE Liaison will contact the prime contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. Any changes to the prime contractor's MBE plan (MBE Participation schedule) after contract commencement must be requested in writing to the Procurement Officer and may not be implemented until approval has been received. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

This form is to be completed monthly by the prime contractor.

ATTACHMENT 2-E

Maryland Department of Budget and Management Minority Business Enterprise Participation Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	Contract #: _____ Purchase Order #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____ CATS TORFP # J00P6200017
--	--

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period: 1. 2. 3. 4. Total Dollars Paid: \$ _____		List dates and amounts of any outstanding invoices: 1. 2. 3. 4. Total Dollars Unpaid: \$ _____	

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

Minnie Carter, MBE Officer Motor Vehicle Administration Minority Business Enterprise Office 6601 Ritchie Highway, NE Glen Burnie, MD 21062 mcarter@mdot.state.md.us	Signature: _____ Date: _____
--	------------------------------

This form is to be completed monthly by the MBE subcontractor.

ATTACHMENT 2-F

**Maryland Department of Budget and Management
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	Contract #: _____ Purchase Order #: _____ Contracting Unit: _____ Contract/PO Amount: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____ CAT TORFP # J00P6200017
---	---

MBE Subcontractor Name: _____

MDOT Certification #: _____

Contact Person: _____

Address: _____

City: _____	State: _____	ZIP: _____
-------------	--------------	------------

Phone: _____	FAX: _____
--------------	------------

Subcontractor Services Provided: _____

<p>List all payments received from Prime Contractor during this reporting period.</p> <ol style="list-style-type: none"> 1. _____ 2. _____ 3. _____ 4. _____ <p>Total Dollars Paid: \$ _____</p>	<p>List dates and amounts of any outstanding invoices.</p> <ol style="list-style-type: none"> 1. _____ 2. _____ 3. _____ 4. _____ <p>Total Dollars Unpaid: \$ _____</p>
--	---

Prime Contractor: _____	Contact Person: _____
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Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

Minnie Carter, MBE Officer Motor Vehicle Administration Minority Business Enterprise Office 6601 Ritchie Highway, NE Glen Burnie, MD 21062 mcarter@mdot.state.md.us	Signature: _____ Date: _____
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ATTACHMENT 3

Task Order Agreement

CATS TORFP # J00P6200017
OF MASTER CONTRACT # 050R5800338

This Task Order Agreement (“TO Agreement”) is made this day day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, Maryland Motor Vehicle Administration.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Maryland Motor Vehicle Administration, as identified in the CATS TORFP # J00P6200017.
 - b. “CATS TORFP” means the Task Order Request for Proposals # J00P6200017, dated June 12, 2006, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
 - d. “TO Procurement Officer” means Walter E. Bayne. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the Maryland Motor Vehicle Administration and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means J. Ronald Thiemeyer of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - FINANCIAL.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

- 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
- 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
- 2.3. The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO 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 TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO 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 TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of **insert time for performance**, commencing on the date of Notice to Proceed and terminating on **MONTH DAY, YEAR**.

4. Consideration and Payment

- 4.1. The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed **\$total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2. Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO

Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the: Maryland Motor Vehicle Administration
6601 Ritchie Highway, N.E.
Glen Burnie, MD 21062
Attention: Accounts Payable Room 220

A copy of the each invoice and supporting documentation must also be sent to the TO Manager.

- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

MARYLAND DEPARTMENT OF TRANSPORTATION

By: Peter N. Arrey,
Contracts Manager

Date

Witness: _____

ATTACHMENT 4
Conflict Of Interest Affidavit And Disclosure

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____

By: _____
(Authorized Representative and Affiant)

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 5

Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement. In this case, 3 months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 6
DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE
Driving directions for MDOT Headquarters

7201 Corporate Center Dr.
Hanover, Md. 21076

Baltimore:

From 695; Take Baltimore –Washington Parkway (295) south to I-195 towards the BWI airport. Take I-195 to Md. Rte 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Washington:

From Baltimore-Washington Parkway (295); Take Baltimore-Washington Parkway North to I-195 and exit towards the BWI Airport (East). Take I-195 towards the BWI Airport to Md. Rte.170. Take Md. Rte. 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Annapolis:

From I-97; Take I-97 North to Rte.100 towards Columbia (west). Take Rte. 100 to Rte 170 north towards BWI Airport. Take Rte. 170 to the third traffic light and turn right on Stoney Run Rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

ATTACHMENT 7
AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

Project Name: Hardware Maintenance and Repair for the Driver License and Related Systems

TO Agreement Number: J00P6200017

Title of Deliverable: _____

TORFP Reference Section Number: _____

Deliverable Reference ID Number: _____

Name of TO Manager: J. Ronald Thiemeyer

TO Manager Signature

Date Signed

Name of Contractor's Project Manager: _____

Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.3 OF THE TORFP.

ATTACHMENT 8 ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Motor Vehicle Administration

Project Name: Hardware Maintenance and Repair for the Driver License and Related Systems

TO Manager: J. Ronald Thiemeyer, 401 768 7686

To: TO Contractor's Contract Manager

The following deliverable, as required by TO Agreement # J00P6200017, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.3 OF THE TORFP.

ATTACHMENT 9
NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP # **J00P620001** for **Application Software Support and Mentoring For the Driver License and Related Systems**. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Gisela Blades (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 10

NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200__, by and between the State of Maryland (“the State”), acting by and through its Maryland Motor Vehicle Administration (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for **Application Software Support and Mentoring For the Driver License and Related Systems**, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding _____ (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/Contractor's Personnel:

Maryland Motor Vehicle Administration

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

EXHIBIT A

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION**

**Printed Name and Address
of Employee or Agent**

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT 11

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION MOTOR VEHICLE ADMINISTRATION PRIVACY PROTECTION AGREEMENT

In consideration of receiving personal information contained in Motor Vehicle Administration records, I HEREBY CERTIFY on behalf of _____ as its authorized agent this _____ day of _____, 200__, that

1. _____ understands that federal laws affect access to and use of computer information including, but not limited to, 15 U.S.C.A. § 278g-3 (Computer Security Act of 1987); 23 U.S.C.A. § 401 (National Driver Register Act); 5 U.S.C.A. § 552 (Freedom of Information Act); 5 U.S.C.A. § 552a (Privacy Act of 1974); 18 U.S.C.A. § 1001 (Computer Fraud and Abuse Act of 1986); 17 U.S.C.A. § 109 (Computer Software Rental Amendments Act of 1990); 15 U.S.C.A. § 1681 (Fair Credit Reporting Act); and, 18 U.S.C.A. §§ 2721 et seq. (Driver's Privacy Protection Act of 1994).
2. The Maryland Department of Transportation Office of Information Resources, its client agencies and their customers also adhere to state data processing security policies as set forth in Executive Order 01.01.1983.18 (Privacy and State Data System Security); Md. Code Ann., Crim. Law §8-606 (falsification of public records) and §7-302 (unauthorized access); Md. Code. Ann., State Gov't §§ 10-611, 10-616 and 10-626 (Maryland Public Information Act); Md. Code Ann. Transp. II §§ 12-111 to 12-113 (Motor Vehicle Administration Records); and, as published by the Secretary of the Department of Budget and Management from time to time under Md. Code Ann., State Fin. & Proc. § 3-403.
3. _____ and all employees agree to maintain in strictest confidence and not willfully disclose to any person, firm, or corporation information obtained as a result of their access to personal information from Motor Vehicle Records.
4. By signing this agreement, _____ warrants that the signator and all personnel are familiar with all provisions of the federal Driver Privacy Protection Act of 1994, 18 U.S.C.A. §§ 2721 et seq., and with §§ 10-611, 10-616, 10-626 of the State Government Article and §§ 12-111 through 12-113 of the Transportation Article, Annotated Code of Maryland, which limit access to personal information from public records in Maryland. Further, _____, in behalf of itself, its successors and assigns further agrees that all users will abide by the terms of both the federal and state law including, but not limited to, those restricting access to personal information from Motor Vehicle Administration records only to those persons and for those purposes which are permitted under both laws.
5. _____ agrees to keep a record for five (5) years of all persons to whom information is redisclosed under this Agreement, and the purpose for which the information is to be used; and, to make that record available to the Motor Vehicle Administration upon request.

6. _____ shall be liable for, and shall indemnify, defend, and hold the Motor Vehicle Administration harmless for, any misuse or misappropriation of any personal information in a record obtained from the Administration in connection with this agreement.

7. _____ shall further indemnify the Motor Vehicle Administration for and against any and all losses, damages, judgments, liabilities or similar costs and expenses which arise in whole or part out of acts or omissions by _____ with respect to laws restricting access to and disclosure of vehicle records including, without limitation, reasonable attorneys fees and all other costs of defending against such action or claim.

IN WITNESS WHEREOF, the parties have caused these presents to be executed.

Maryland Department of Transportation
 Motor Vehicle Administration

Witness:

By: _____

Date: _____

Date: _____

Purchaser

Witness:

By: _____

Date: _____

Date: _____

Approved as to form and legal sufficiency:

Date: _____

Assistant Attorney General

ATTACHMENT 12 MDOT SECURE FTP SERVER

Instructions for Accessing Maryland Department of Transportation's Secure FTP Server for Maryland Motor Vehicle Administration Clients

- A. Start your browser.
- B. In the address field key in <https://sftp.mdot.state.md.us>
- C. Click "go" or press the "Enter" key.
- D. If you receive the following "Security Alert" window, select "Yes" to proceed.



- E. When prompted, enter your User Name and Password assigned by Maryland MVA and select "OK" or press the "Enter" key.



- F. You are now connected to the MDOT Secure FTP server. We recommend that you save the URL to "favorites"
- G. To close your session click the "Secure Transport" button at the top of the screen.

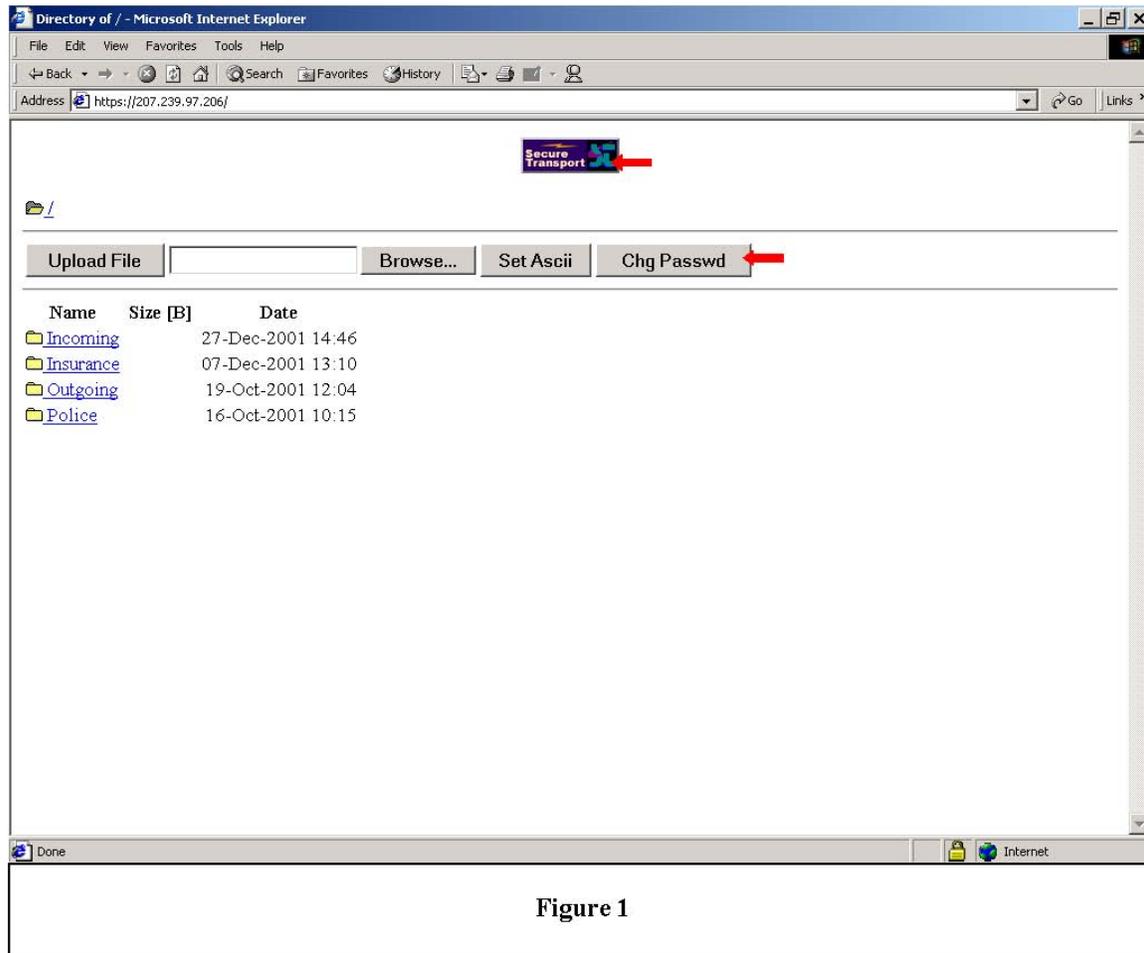


Figure 1

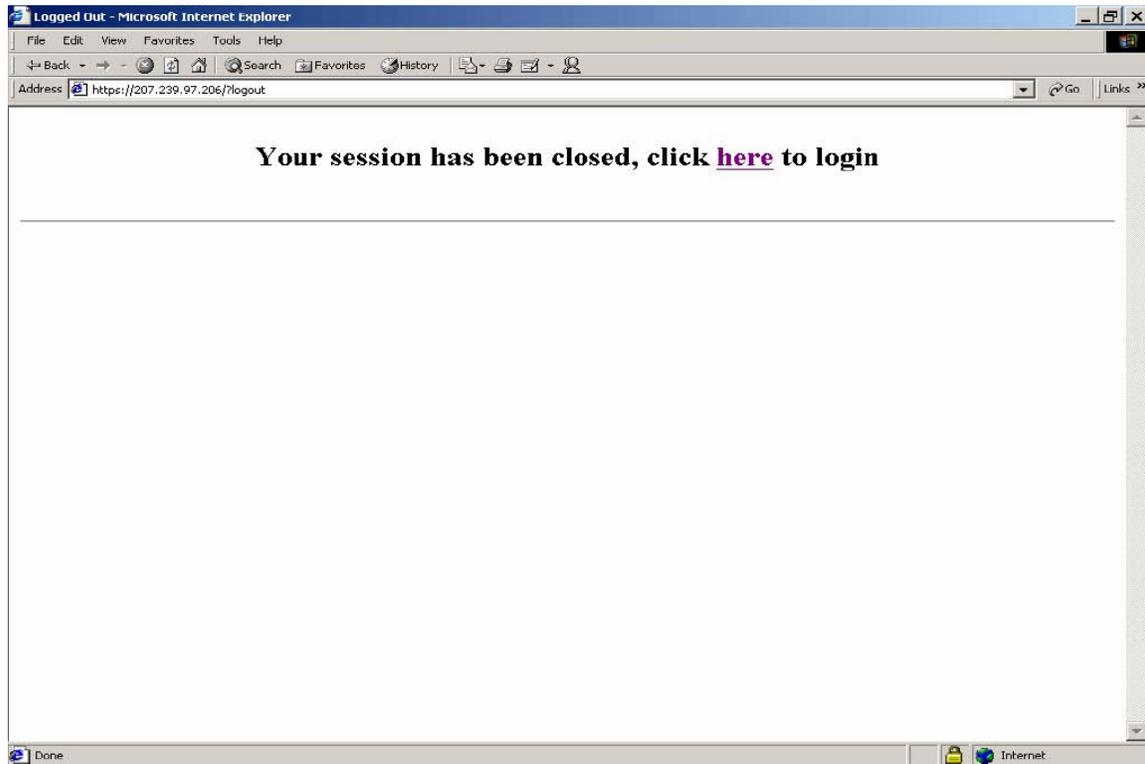
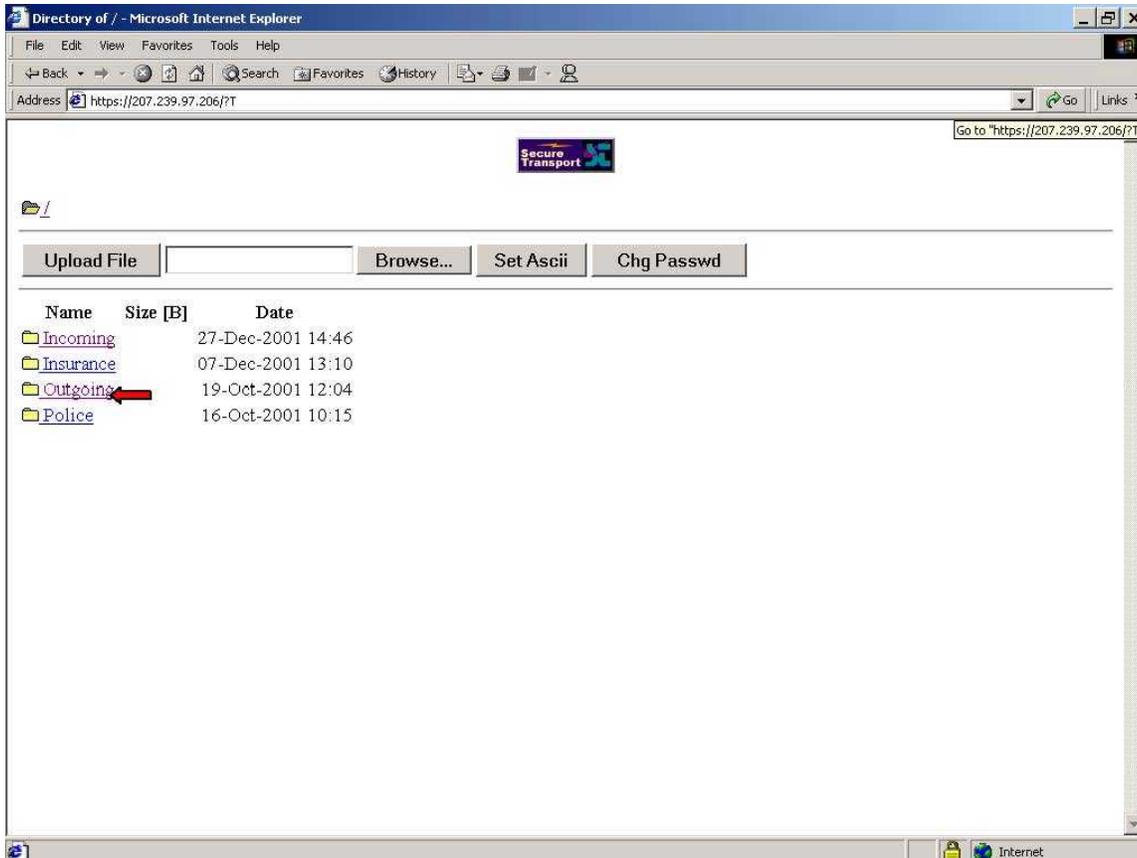


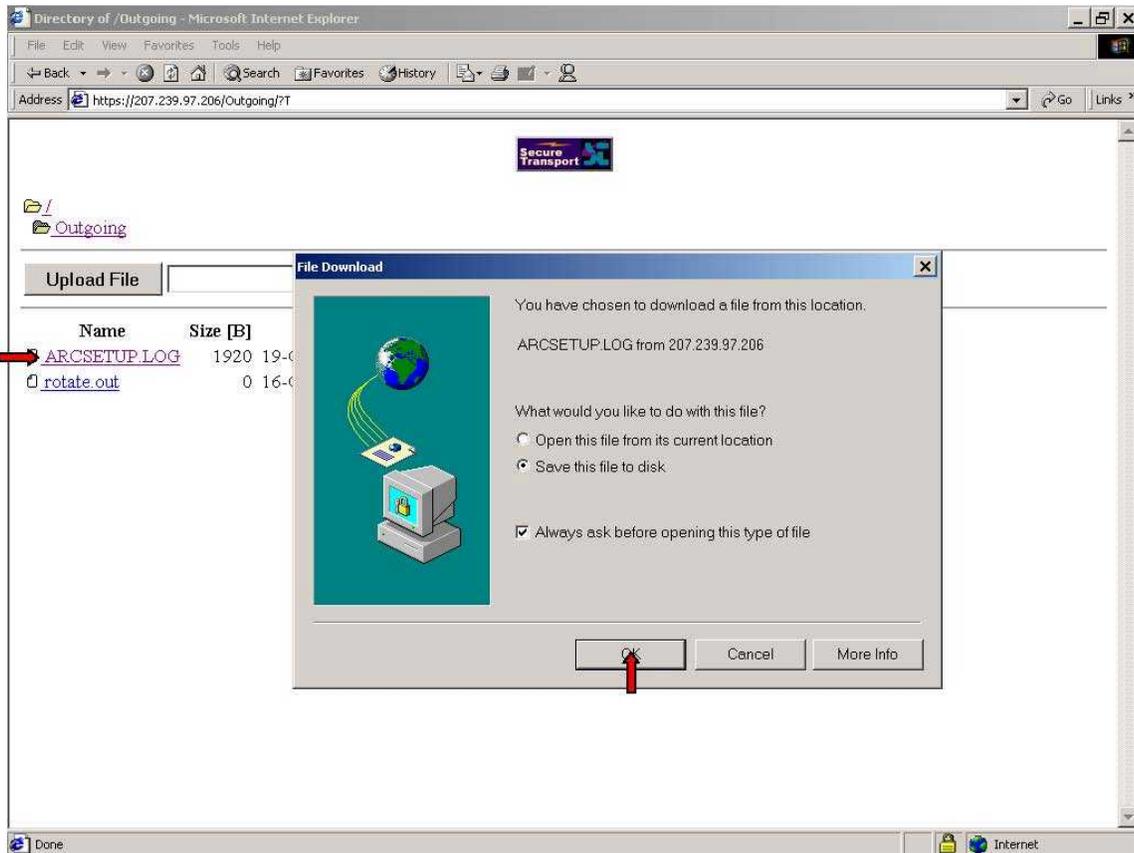
Figure 2

Retrieving a File from the Maryland Department of Transportation Secure FTP Server (Downloading)

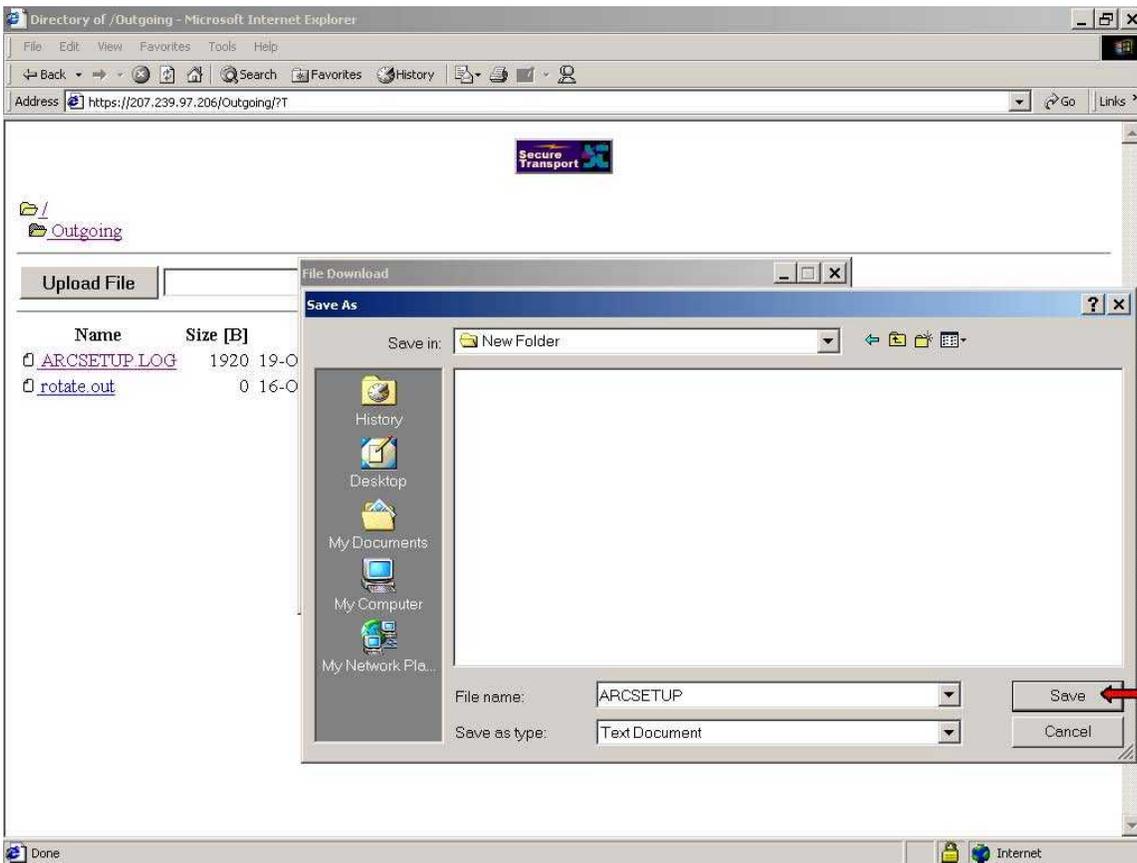
1. To retrieve a file from the Maryland Department of Transportation Secure FTP Server, click the “Outgoing” Name (directory).



2. Click the file you would like to download, the “File Download” window appears, and then follow the instructions in the “File Download” window. Click the “OK”.



- The "Save As" window will appear. Locate a folder that you wish to save the file into. You may also create a new folder, which this file can be placed in. Click the "Save" button once the destination has been determined. The file will then be downloaded to your system.



- To report a problem, please call the Maryland Department of Transportation Help Desk (410-768-7181) and explain your problem. They will request information from you and work with you to resolve the problem.

ATTACHMENT 13 DLS MAINTENANCE AND REPAIR HARDWARE LIST

Item Type	Description	Quantity
Array	Compaq Storageworks RAID 4100	1
Array	HP Storageworks Modular Smart 500	1
	Total	2
Camera	Viisage SensorMast	221
	Viisage ImageCameras (Under Warranty - White Oak and Portable DLS WS)	17
	Total	238
Cash Drawer	MFF Media Plus	345
	MMF Media Plus (Under Warranty - White Oak and Purchased by DLS)	23
	Total	368
CPU	Compaq 470001-146	235
	Compaq EVO 500	21
	Compaq EVO D510CMT	83
	Deskpro EN	4
	Compaq 7100	11
	HP D530 CMT	49
	Compaq W4000 EVO (Print Farm)	1
	CSI Generic(Print Farm)	1
	HPC DC7600 (Under Warranty - White Oak and Purchased by DLS)	23
	Total	428
HUB	Belkin Omniview Pro 8 Port	1
	Total	1
Keyboard	Compaq	380
	HP (Under Warranty - White Oak and Purchased by DLS)	28
	Total	408
KVM	Belkin KVM	46

KVM	HP IP KVM	2
KVM	Compaq KVM	4
KMM	HP Rack Keyboard/Monitor/Mouse	5
	Total	57
Library, Tape	Compaq MSL5026	1
Library, Tape	Compaq MSL5052 (Under CarePaks until 11/3/2009)	1
Library, Tape	HP StoraGeworks MSL5000	1
Library, Mini	Compaq StoraGeworks TL891	1
Library, Tape Virtual	HP 6105 (Under CarePaks and must only be serviced by HP Certified Engineer)	1
	Total	5
Modular Data Router	Compaq	1
	Total	1
Monitor	Compaq TFT5005/TFT5015ts	285
Monitor	Compaq 5710	2
Monitor	Compaq 7500	43
Monitor	Compaq flat panel 15" non Touch Screen	50
Monitor	Compaq S710	337
Monitor	Compaq TFT5015ts	9
Monitor	Compaq TFT5015ts	13
Monitor	Compaq TFT5015ts	8
Monitor	Compaq TFT5015ts	9
Monitor	HPC Flat Panel L1702 2 (Under Warranty - White Oak)	19
Monitor	HPC 17in LCD 500:1 (Under Warranty - White Oak)	2
Monitor	3M 15in Touch Acaptive M150 (Under Warranty - White Oak and Purchased by DLS)	21
	Total	798
Signature Pad	Hypercom ICE6000	346
Signature Pad	Hypercom L4100 (Under Warranty - White Oak)	19
Signature Pad	Hypercom L4100 (Under Warranty - Portable DLS WS)	2
Signature Pad	Hypercom L4100 (Purchased by DLS)	5
	Total	372
Print Server	HP JetDirect 500 X	127

Print Server	HP JetDirect 500 X (Under Warranty - White Oak)	10
Print Server	HP JetDirect 500 X (Purchased by DLS)	1
	Total	138
Printer	HP LaserJet 2200D	10
Printer	HP LaserJet 4050	2
Printer	HP LaserJet 2100	163
Printer	HPC LaserJet 2420 (Under Warranty - White Oak)	12
Printer	HP LaserJet 1300 (Portable DLS WS)	2
	Total	189
Printer, Driver License	Eltron P520	131
Printer, Driver License	Eltron P520 (Under Warranty - White Oak)	11
Printer, Driver License	Eltron P520 (Under Warranty - Statewide Spare Pool)	5
Printer, Driver License	Eltron P520I (Under Warranty - Print farm)	2
Printer, Driver License	Eltron P520I (Under Warranty - Portable DLS WS)	2
	Total	151
Printer, Receipt	Ithaca 90P	17
Printer, Receipt	Ithaca 94Plus	335
Printer, Receipt	Ithaca 94Plus (Under Warranty - White Oak)	16
Printer, Receipt	Ithaca 94Plus (Under Warranty - Purchased by DLS)	12
	Total	380
SAN Switch 8-EL	Compaq	2
SAN Switch 16	HP StorageWorks SAN Switch 2/16V (Under CarePaks and must only be serviced by HP XP Certified Engineer)	2
	Total	4
SANWORKS - SAN Management Appliance	Compaq	1
	Total	1

SAN - MA8000	Compaq	1
SAN – XP 12000	HP (Under CarePaks and must only be serviced by HP XP Certified Engineer)	1
	Total	2
Scanner, Barcode	Welch-Allen 3800 PDF	346
Scanner, Barcode	Welch-Allen 3800 (Under warranty - White Oak)	18
Scanner, Barcode	Welch-Allen 3800 PDF (Under Warranty - Purchased by DLS)	5
	Total	369
Scanner, Document	Microteck ScanMaker V6UPL	305
Scanner, Document	MCO Scanmaker 1700 FB (Under Warranty - White Oak)	16
Scanner, Document	MCO Scanmaker 1700 FB (Under Warranty - Portable DLS WS)	2
	MCO Scanmaker 1700 FB (Under Warranty - Purchased by DLS)	5
	Total	328
Total Servers without Carepaks		
Server	Compaq DL360 G1	5
Server	Compaq DL360 G2	1
Server	Compaq DL360 G3	2
Server	Compaq DL360 G4	1
Server	Compaq DL380 G2	17
Server	Compaq DL380 G3	5
Server	Compaq DL380 G3 Package Cluster	2
Server	Compaq DL580 G1	2
Server	Compaq DL580 G2 w/Shared Storage	1
Server	Compaq ML370 G1	30
Server	Compaq ML370 G2	13
Server	Compaq ML370 G3	2
Server	Compaq ML530 G1	2
	Total	83
Total Servers with Carepaks		
Server	Compaq DL 380 G4 (Under CarePaks until 10/8/2009)	5
Server	Compaq DL580 G3 (Under CarePaks until	2

	11/30/2009)	
Server	Compaq Proliant ML370 G4 (Under CarePaks - White Oak)	2
Server	HP Proliant ML370G4 (Under CarePaks - Portable DLS WS)	1
Server	HP Proliant BL25P Blade Server (Under CarePaks)	2
	Total	12
UPS	Compaq 1500XR	13
UPS	APC 2200 UPS	1
UPS	Compaq UPS 1500	31
UPS	UPS 6000va w/ 3 ERM	2
	Total	47
USB Converter	Edgeport	5
	Total	5
Mailer/Stuffer Datacard 9000	Capital Card (Print Farm)	1
	Total	1
Visual Inspection Station (VIS)	Viisage (Print Farm)	1
	Total	1

ATTACHMENT 14

MVA BRANCH OFFICES

Full Service Offices Hours:

Monday-Friday 8:30 - 4:30

Saturday 8:30 - noon (Driver Services only)

Express Offices Hours:

Monday - Friday 10:00 - 7:30

Saturday 8:30 - 4:00

<p>01 Annapolis District 4 Manager: Natalie Llewellyn 410-573-4780 160 Harry S. Truman Parkway, Annapolis, MD 21401</p>	<p>06 Cumberland District 1 Manager: Lenna Morgan 301-729-4668 13300 Winchester Rd SW, Cumberland MD 21502</p>
<p>24 Baltimore City District 2 Manager: Clarence Sellers 410-333-5835 2500 Gwynns Falls Pkway at Mondawmin Mall, Baltimore MD 21216</p>	<p>08 Easton District 4 Manager: Debbie Seward 410-820-6900 9148 Centreville Road, Easton, MD 21601-9620</p>
<p>36 Beltsville District 3 Manager: Betty Thompson 301-210-2900 11760 Baltimore Avenue-Beltsville MD 20705</p>	<p>09 Elkton District 2 Manager: Patricia McQuaide 410-392-3569 105 Chesapeake Blvd., Suite A, Upper Ches. Corp. Ctr. Elkton, MD 21921</p>
<p>02 Bel Air District 2 Manager: Linda Colden 410-638-6505 501 West MacPhail Road, Bel Air, MD 21014</p>	<p>25 Essex District 2 Manager: Mike Sears 410-780-3604 1338A Eastern Blvd, Baltimore, MD 21221</p>
<p>28 Columbia Express District 3 Manager: Nancy Elkins 410-964-1598 6490 Dobbin Road South, Columbia, MD 21045</p>	<p>11 Frederick District 1 Manager: Paul Cebeci 301- 631-7142 Ext 302 1601 Bowman Farm Road, Frederick, MD 21701</p>
<p>15 Gaithersburg District 3 Manager: Jane Thomas 301-990-3401 15 Metropolitan Grove Road Gaithersburg, MD 20878-4098 FAX #: 301-527-2953</p>	<p>17 Loveville District 4 (8:30 am-3:45pm)Wednesdays, Thursdays & Fridays ONLY Manager: Tim Ballard 301-997-1750 27351 Point Lookout Road, Leonardtown, MD 20650</p>
<p>12 Glen Burnie District 1 Manager: Rhonda Witt 410-787-7899 6601 Ritchie Hwy NE, Glen Burnie Md. 21062</p>	<p>35 Mobile Bus Unit Operations Dir. Office Manager: Sandy Bathurst Cell Phone # 410-802-4619</p>
<p>6 Glenmont Express District 3 Manager: Al Lamberger 301-946-6067 12335 C & D Georgia Avenue, Silver Spring, MD 20906</p>	<p>18 Oakland District 1 (10:00am – 3:30pm), Tuesdays & Thursdays ONLY 301-334-8808, 400 Weber Road Oakland, MD 21550</p>
<p>13 Hagerstown District 1 Manager: Rebecca Snyder 240-420-5229 18306 Col. Henry K. Douglas Drive, Hagerstown, MD 21740</p>	<p>19 Prince Frederick District 4 (8:30am – 3:45pm), Mondays & Tuesdays ONLY Manager: Tim Ballard 410-535-8806 200 Duke Street, Prince Frederick, MD 20678</p>
<p>10 Largo District 4 Manager: Sherri Dyson 301-333-1500 10251 Central Ave, Upper Marlboro MD 20772-1303</p>	<p>21 Salisbury District 4 Manager: Debbie Taylor 410-219-7737 251 Tilghman Road, Salisbury, MD 21804</p>
<p>27 Loch Raven/Parkville Manager: Synethia Kenner 410-663-7575 8966 Waltham Woods Rd., Parkville MD 21234</p>	<p>30 Walnut Hill Express District 3 Manager: Carroll Gatling 240-631-1362 16516 South Westland Drive, Gaithersburg, MD 20877</p>
<p>16 Waldorf District 4 Manager: Sharon Semler 301-632-6501 11 Industrial Park Drive, Waldorf, MD 20602-1908</p>	<p>23 Westminster District 1 Manager: Ronald Wagner 410-386-3200 1106 Baltimore Blvd., Westminster, MD 21157</p>
<p>Glen Burnie Headquarters Back Office, Central Issuance, Mail-in Renewals</p>	<p>39 White Oak District 3 Manager: Sherri Gardner 301-989-6200 2131 Industrial Parkway, Silver Springs MD 20904</p>

ATTACHMENT 15

MVA MAINTENANCE AND REPAIR SERVICE CALL LISTS

Manufacturer	Model	9/3-9/9/05	9/10-9/17	9/18-9/24	9/25-10/01
Compaq	Server Proliant ML370	1	0	1	0
Eltron/Zebra	License Printer P520	17	11	8	12
Compaq	PC DeskPro EN PIII 733/ 256 M	3	0	0	1
Compaq	17" CRT	0	1	1	0
HP	Miscellaneous	1	0	1	0
HP	PC EVO D510 P4 256 MEG	1	1	2	1
HP	DG767A#ABA	0	1	0	0
Microtek	Flatbed Scanner Scanmaker V6UP	2	1	3	4
Hypercom	Signature Pad ICE 6000	1	8	6	5
Ithaca	Receipt Printer	0	1	2	0
MMF	Cash Drawer	0	0	0	1
Viisage	Camera	0	0	5	2
HP	Tape Drive	0	0	1	0
HP	Laser Printer	0	0	0	0
Welch Allen	Barcode Reader	0	0	0	0
Total Calls		26	24	30	26

Manufacturer	Model	10/2-10/8	10/9-0/15	10/17-10/22	10/23-10/29
Compaq	Server Proliant ML370	0	0	0	0
Eltron/Zebra	License Printer P520	11	9	13	24
Compaq	PC DeskPro EN PIII 733/ 256 M	1	4	1	5
Compaq	17" CRT	1	0	0	0
HP	Miscellaneous	2	0	0	0
HP	PC EVO D510 P4 256 MEG	0	2	1	1
HP	DG767A#ABA	0	0	0	0
Microtek	Flatbed Scanner Scanmaker V6UP	0	1	3	2
Hypercom	Signature Pad ICE 6000	7	4	3	3
Ithaca	Receipt Printer	0	2	0	1
Ithaca	Cash Drawer	0	1	0	1
Viisage	Camera	0	0	1	1
HP	Tape Drive	0	0	0	0
HP	Laser Printer	0	1	0	0
Welch Allen	Barcode Reader	0	0	0	1
Total Calls		19	24	24	39

Manufacturer	Model	10/30-11/5	11/6-11/12	11/13 - 11/19	11/20 - 11/26
Compaq	Server Proliant ML370				
Eltron/Zebra	License Printer P520	21	13	13	11
Compaq	PC DeskPro EN PIII 733/ 256 M	4	0	1	1
Compaq	17" CRT	0	0	0	0
HP	Miscellaneous	3	0	0	0
HP	PC EVO D510 P4 256 MEG	0	0	0	0
HP	DG767A#ABA	0			
Microtek	Flatbed Scanner Scanmaker V6UP	0	1	0	1
Hypercom	Signature Pad ICE 6000	7	5	4	6
Ithaca	Receipt Printer	1	0	1	2
Ithaca	Cash Drawer	3	0	1	2
Viisage	Camera	5	3	4	2
HP	Tape Drive	0	0	0	0
HP	Laser Printer	1	0	0	0
Welch Allen	Barcode Reader	0	0	0	0
CPQ	Server	0	1	1	0
Total Calls		45	23	25	25

Manufacturer	Model	11/27 - 12/3	12/4 - 12/10	12/11 - 12/17	12/18 - 12/24
Compaq	Server Proliant ML370	1	0	0	0
Eltron/Zebra	License Printer P520	15	8	9	6
Compaq	PC DeskPro EN PIII 733/ 256 M	4	1	1	1
Compaq	17" CRT	0	0	0	0
HP	Miscellaneous	0	0	0	0
HP	PC EVO D510 P4 256 MEG	2	0	3	1
HP	DG767A#ABA	0	0	0	0
Microtek	Flatbed Scanner Scanmaker V6UP	2	2	4	1
Hypercom	Signature Pad ICE 6000	10	1	11	8
Ithaca	Receipt Printer	1	0	2	0
Ithaca	Cash Drawer	2	0	0	2
Viisage	Camera	0	4	1	2
HP	Tape Drive	0	0	0	0
HP	Laser Printer	0	1	0	1
Welch Allen	Barcode Reader	1	0	0	0
CPQ	Server	0	0	0	0
HP	Server Proliant	0	2	1	0
Viisage	Image Cam (new for White Oak)		1	0	0
Total Calls		38	20	32	22

ATTACHMENT 16

MVA MAINTENANCE AND REPAIR EXAMPLE OF CURRENT SPARES

Example of spares that are located at Depot sites around the State. Since they are used as spares for replacement, the numbers in the spare depots change from day to day so the numbers in the table are from a point in time.

Description	Quantity
17in CRT Monitor White S710/V700	42
LCD Touchscreen Monitor White TFT5005	10
LCD Touchscreen Monitor White TFT5010	8
LCD Touchscreen Monitor White TFT5015	5
17in CRT Monitor Carbon/silver S7500	8
MTC PC DC7100C P4-530	3
MTC 15in LCD Monitor	21
Barcode Scanner 3800PDF-12	7
PC Deskpro EN PIII 733/256meg	23
PC EVO D510 P4 256 meg	6
Receipt Printer Ithaca 94PLUS	18
Document Printer LaserJet 2100/2200D	40
Signature Pad ICE 6000	34
Print Server JetDirect 3 port	9
Cash Drawer MediaPlus	15
License Printer Eltron P520	10
Flatbed Scanner Scanmaker V6UPL	22
Camera Sensor Mast USB	17
White Oak Branch Spares (new office with some different equipment models)	
Signature Pad L4100	4
Flatbed Scanner Scanmaker 1700 USB FWIRE 9600X	2
HPC DC 7600	3
Monitor Flat Panel MNTR L1702 2 Tonete	3
Monitor 15 inch Touch Acpactive LCD M150	2
Camera ImageCam	2
Elton Card Printer	5
Barcode Scanner Welch Allyn 3800LR	2
Cash Drawer	2
Receipt printer	2
LaserJet	2

ATTACHMENT 17

MVA MAINTENANCE /REPAIR, AND RESPONSE TIMES

Service Level Agreement for Response Times

The Branch Offices listed below will have a 2 hour SLA for the DLS Equipment with the exception of the LaserJet Printers which will have a 4 hour SLA.

Annapolis	Baltimore City	Bel Air
Columbia	Essex	Gaithersburg
Glen Burnie	Glenmont	Largo
Towson	Waldorf	Walnut Hill
Westminster	Bus	Beltsville

The Branch Offices listed below will have a 2 hour SLA for the DLS Equipment with the exception of the Eltron Printers and LaserJet Printers. The LaserJet Printers will have a 4 hour SLA. The Eltron Printer will have a 4 hour SLA with the exception that if the Branch has two or more card printers down at the same time, then the 2 hour SLA will apply.

Cumberland	Hagerstown	Frederick
Easton	Salisbury	Elkton
Loveville	Oakland	Prince Frederick