



**CONSULTING AND TECHNICAL SERVICES (CATS)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**REAL ID ACT
TITLING & REGISTRATION INFORMATION SYSTEM
(TARIS 2)
PLANNING**

CATS TORFP PROJECT J00P6200013

MOTOR VEHICLE MVA

ISSUE DATE: MAY 11, 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 Title:	Real ID Act, TARIS 2 Planning
Functional Area:	Functional Area 5 – Software Engineering
TORFP Issue Date:	<i>May 11, 2006</i>
Closing Date and Time:	June 12, 2006 at 12:00 PM
TORFP Issuing Agency:	Motor Vehicle MVA (MVA) Office of Planning & Finance Planning & Programming Division
Send Questions and Proposals to: Questions must be submitted no later than 7 working days prior to TORFP closing date	Walter Bayne wbayne@mdot.state.md.us Office Phone Number: 410-768-7354 Office FAX Number: 410-768-7090 MDOT Contracts Manager – Peter Arrey Email: parrey@mdot.state.md.us MDOT Contracts Administrator – Carl Stein Email: cstein@mdot.state.md.us
TO Procurement Officer:	Walter Bayne Office Phone Number: 410-768-7354 Office FAX Number: 410-768-7090
TO Manager:	Real ID Wayne Petrush Office Phone Number: 410-768-7411 Office FAX Number: 410-768-7159 TARIS 2 Patricia Velez Office Phone Number: 410-242-3672 Office FAX Number: 410-768-7159
TO Project Number:	J00P6200013

TO Type:	Fixed Price & Time and Materials
Period of Performance:	June 2006 through February 2008 (approx. 20 months)
MBE Goal:	30 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Motor Vehicle MVA (MVA) 6601 Ritchie Highway, N.E. Glen Burnie, MD 21062 Room 223
TO Pre-proposal Conference:	May 22, 2006 at 1:00 PM (See Attachment 6 for directions.)

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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 Walter Bayne at wwayne@mdot.state.md.us (MVA info). 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: Real ID Act and Titling & Registration Information System (TARIS 2) Planning

TORFP No.: J00P6200013

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 2.8 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; MVA 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 # J00P6200013. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # J00P6200013 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # J00P6200013 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 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 D-1 and D-2) 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 web site 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.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or 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 6601 Ritchie Highway, N.E., Glen Burnie, Maryland, 21062. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. 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 11.

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 total TO Agreement amount established.

1.9 ACRONYMS

For purposes of this TO RFP, the following acronyms or terms have the meanings indicated below:

AAMVA	American Association of Motor Vehicle MVAs
APL	Johns Hopkins Applied Physics Laboratory
COMAR	Code of Maryland Regulations
COTR	Contracting Officer's Technical Representative
CTM	Customer Traffic Management System
CVISN	Commercial Vehicle Information System Network
DBM	Maryland Department of Budget and Management
DBMS	Database Management System
DEERS	Defense Enrollment Eligibility Reporting System
DHS	Department of Homeland Security

DL	Driver License
DLS	Driver License System
ID	Identification Card
IRP	International Registration Program
IT	Information Technology
MBE	Minority Business Enterprise
MDOT	Maryland Department Of Transportation
MTC	Miscellaneous Transaction Cashiering System
MVA	Motor Vehicle MVA
N/A	Not Applicable
NAPHSIS	National Association for Public Health Statistics Information System
NMVTIS	National Motor Vehicle Title Information System
OIR	Office of Information Resources aka MDOT Data Center
OTTS (MDOT HQ)	Office of Transportation Technology Services
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
RESI	Regional Economic Studies Institute of Towson University
SAVE	Systematic Alien Verification System
SSA	Social Security MVA
TARIS	Titling and Registration Information System
TARIS 2	Titling and Registration Information System 2
TBU	TARIS Batch Update System
TRR	TARIS Revenue Reporting
TSR	TARIS Statistical Reporting System
TWI	TARIS Walk-in
TO	Task Order

TORFP	Task Order Request for Proposals
SDLC	System Development Life Cycle
TSO	The Secretary's Office
VEIP	Vehicle Emission Inspection Program

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE, MDOT / MVA OVERVIEW, AND PROJECT BACKGROUND

2.1.1 PURPOSE

The Maryland Department of Transportation (MDOT), Motor Vehicle MVA (MVA) is issuing this CATS TORFP to acquire consultant services to **concurrently** perform all planning tasks associated with Real ID Act Implementation (Real ID) and Titling and Registration Information System 2 (TARIS 2) to ensure document security, prevent fraud and to allow the MVA to implement these tasks in an effective and efficient manner. For each system or sub-system, the TO Contractor will identify requirements, perform business process analysis, present implementation alternatives, perform an impact analysis and prepare solicitation documents required to fulfill the requirements.

The result of this project will be multiple solicitation documents for the development and implementation for both REAL ID and TARIS 2.

2.1.2 MDOT / MVA OVERVIEW

MDOT is an agency of the Executive Branch of Maryland State Government. As a subdivision of MDOT, the MVA's central office operations are located in Glen Burnie, Maryland. There are 23 MVA branch offices located throughout Maryland.

2.1.3 PROJECT BACKGROUND

Real ID and Driver Licensing

President Bush signed the Real ID Act (PL 109-13) into law on May 11, 2005, due to growing concerns over the ability to safely identify temporary and permanent residents in the country. Because state-issued driver's licenses have become a widely accepted form of identification, the Act instructs all states to comply with specific issuing standards. The legislation authorizes The U.S. Secretary of the Department of Homeland Security to introduce further regulations for states to implement. The requirements for implementation of the Real ID Act are not finalized at this time. This Act, if implemented by the MVA, requires the MVA to implement various security measures related to the issuance of driver's licenses (DL) and identification (ID) cards and will have significant operational and fiscal impact upon the MVA. If the State does not come into compliance by May 11, 2008, Federal agencies and airlines will be prohibited from accepting driver's licenses or identification cards issued by the State for airline boarding, access and other identification purposes.

The Act currently specifies that before issuing a DL or ID card, each state must require presentation and verification of a photo ID document; documentation showing the applicant's date of birth; proof of the person's social security number (SSN) or verification that they are not eligible for a SSN; documentation showing the person's name and address of their principal residence, as well as proof of the applicant's legal presence in the United States.

Licenses may be issued only for the length of the applicant's authorized stay in the US, or for one year if there is no definite end of stay. Documents presented will be verified with their source agency to assure their validity and completeness and will be retained in paper form for 7 years or electronic form for 10 years. Personnel engaged in the issuance of DL and ID products will be subject to appropriate security clearance requirements and will be trained in fraudulent document detection and handling. Electronic interfaces and accesses will be established with all other states to enable the exchange of information contained in the respective motor vehicle databases.

The MVA's Driver License System (DLS), Point of Sale (POS) and Miscellaneous Transaction Cashiering (MTC) systems hereafter referred to collectively as the DLS System, are utilized by employees at the MVA

headquarters located in Glen Burnie, Maryland and MVA branch offices throughout the State of Maryland. DLS provides for the new issuance, renewal, duplicate, and correction of driver licenses to the residents of Maryland. POS provides for centralized cashiering and MTC provides for the sale of various individual items sold by the MVA.

TARIS 2

The MVA's current Title and Registration Information System (TARIS) has been in service since the early 1990's. While functional, the age of TARIS presents increasing risks to the MVA related to system maintenance and support, system functional capability, and the need to improve operational speed and efficiency for a growing vehicle population. The need to replace TARIS presents an opportunity for the MVA to save support costs, increase system functionality, improve business processes, and enhance speed and customer service.

In June 2000, RESI, a Research and Consulting Institute of Towson University (RESI), and the Johns Hopkins University Applied Physics Laboratory (APL) completed development of System Requirements and an Acquisition Plan for the MVA's planned new – TARIS 2. Other deliverables included documentation of current business processes and rules (As-Is) and the identification of immediate and longer-term workflow reengineering (To-Be) opportunities in the following areas of activity:

1. **Titling** - New Vehicles, Used Vehicles, Duplicate, Lien Processing, Salvage, National Motor Vehicle Title Information System (NMVTIS)
2. **Registration** - Renewals, Specialized Plates (Organization & Vanity), Temporary (15 day & 45 day), Foreign, Interchangeable Plates, 8 Year Trailers
3. **Commercial Vehicles** - Interstate Vehicles - Commercial Vehicle Information System Network (CVISN) and International Registration Program (IRP), Intrastate Vehicles, Fleet Operations
4. **Permits** - Disability, Non-resident
5. **Tag Return** - Refunds (Immediate & Batch), Substitute Plates, Registration Cancellation
6. **Flagging** - Insurance, Parking, Bad Check, Vehicle Emission Inspection Program (VEIP) Fees and Fines, Inspection related, State Police, Traffic Control Monitoring
7. **Interfaces** – Maryland Department of Health and Mental Hygiene, US Customs, Maryland Comptroller's Office, National Data bases and clearinghouses (Crime, Insurance, Vehicle Title), Maryland State Highway MVA, Maryland State Police
8. **Shared Functions** - Name and Address Changes, Information Correction, Fee Calculation and collection, History, Security, Reporting, Product Issuance, Inventory Control

Also developed were recommendations for legislative initiatives to support the proposed changes in MVA operations and a detailed cost/benefit analysis of the existing and proposed operating environments. The summary results of this activity are included in the TARIS 2 Project Summary (See Section 2.1.3.2 Systems / Project Documentation). The complete results of this activity contain the "As-Is" process and the "To Be" process for each Vehicle Services Process area.

Project deliverables were the result of extensive analysis of input derived from a variety of sources including first-hand observations, individual and group interviews, expectation management and proof of concept sessions, review group meetings and other forums. To insure that the new system would address the needs of the broadest possible constituency and incorporate the latest proven technology and appropriate "best practices", input was solicited from MVA employees at all levels of branch and headquarters operations as well as from industry partners and external stakeholders. Included among the participants were representatives from the disabled community, new and used automobile dealers, interstate and intrastate truckers, tag and title services companies, financial institutions, law enforcement, and other local, state and federal agencies. American Association of Motor Vehicle MVAs (AAMVA) and other appropriate standards organizations were also consulted.

TARIS 2, when completed, is envisioned to introduce significant advances to the MVA's overall capability to support e-commerce transactions. As a consequence, TARIS 2 will also necessitate a major shift in operations from traditionally batch-oriented processing to a primarily web-enabled, real-time processing environment. Since the completion of the TARIS 2 System Requirements Document, consideration has been given to expanding the scope of the TARIS 2 E-Commerce Model concept to cover the entire MVA enterprise as a centralized MVA E-Commerce Platform resource. To that end, RESI and APL documented and validated an enterprise-wide functional architecture for the MVA collection of existing, planned, and future interoperable e-commerce information systems. The results of this activity are included in the MVA E-Commerce Enterprise System: Functional Architecture Definition and Validation, November 15, 2000 (See Section 2.1.3.2 Systems / Project Documentation).

Although the TARIS 2 Requirements and Acquisition Plan, and E-Commerce Enterprise Functional Architecture were developed, the resulting RFP for a new Vehicle Title and Registration Information System – TARIS2, was never released. While the majority of the business processes and requirements identified during the subsequent projects remain the same, there have been numerous legislative, program, process or technological changes that may impact the validity of the deliverables.

The project is critical to the MVA's strategic direction and overall business objectives stated within the MVA Strategic Plan. The MVA desires to reduce in person customer service to the greatest extent possible, reduce customer wait time, reduce overall transaction time and improve overall customer service.

2.1.3.1 Operating Environment

DLS / POS

DLS operates on a Microsoft (MS) Client Server based system and resides in a separate domain. All data is stored at the central server within the DLS Storage Area Network (SAN). There are fifteen other servers that perform limited server functions in support of the main DLS server. All Servers are collectively referred to as the central server.

Server Software:

- Windows 2000 Advanced Server
- SQL Server 2000 Enterprise Edition with Clustering (Central Servers)
- SQL Server 2000 Standard (Branch Servers)
- StarSQL 5 Client

Workstation Software:

- Windows 2000 Professional
- Crystal Reports
- StarSQL 5 Client
- Attachmate 2000

Interfaces:

- MVA Mainframe – IBM OS/390, DB2 Version 7
- CTM Branch Servers

TARIS

The Titling and Registration Issuance System, is primarily a batch-oriented collection of tools used by the MVA to support the processing of titling and registration requests for all vehicles registered in the State of Maryland. A significant amount of that processing involves the periodic renewal of vehicle registrations. The MVA renews in excess of 1.8 million vehicle registrations annually. Approximately 1.0 million renewals are mailed in to the MVA and currently are processed entirely through the remittance processing (RP) system, which interfaces with TARIS.

Title and Registration Issuance System (TARIS)

Umbrella system name for front-end data capture and batch update systems for vehicle related transactions. This "system" is composed of the TWI, TBU, TRR, and TSR systems.

TARIS Batch Update System (TBU)

As depicted on the TARIS Batch Update System 110 flow, the TARIS Batch Update System is a Batch System used to produce monthly Title and Registration Notices as well as maintaining every aspect of the system associated with vehicle related transactions. Two external data collection MVA systems (TWI PC-based system and the SORC - 800 Remittance Processor) supply transactions to the TARIS Batch Update System. Outside ERT vendors (TriVIN/CVR) and external front end systems for WEB, Kiosk, and Telephone transactions interact with the mainframe VINQ query function and VPOLL data capture function. Various MVA systems, external to the TARIS Batch Update System, interact via Input and Output files; Microfilm TMF, Dealer DLR, Financial History FHS, Statistical Reporting TSR, Revenue Reporting TRR, Preventive Maintenance for Trucks PMT, Outside Request ORS, Flagging FLG, Reg Refund RRF, Late Titling report, Clean Energy, and Arrest Warrant OAW Systems. FMIS receives financial information from the daily TBU transaction file, and transaction file extracts are placed on the Recon server. Various areas of the MVA Database are accessed and updated throughout this system.

TARIS Revenue Reporting (TRR)

The TARIS Revenue Reporting System is used to capture and report daily TARIS revenue totals for the MVA branch sites, county sites, SORC - 800 Remittance Processor, and vendor front end systems. Daily revenue totals are captured from the daily TARIS merged transaction file (created in the TARIS Batch Update System) and appended to the Revenue History File. The TARIS merged transaction file contains TARIS walk-in transactions (from MVA branch and county sites) and TARIS mail-in transactions (processed at Glen Burnie) for all vehicle registration and title work performed in Maryland. The Revenue History File is used as input through various user-initiated routines that produce Revenue Reports on a monthly or an ad hoc basis. The Revenue Reporting System receives input from the TARIS TBU system and has no interaction with the MVA database.

TARIS Statistical Reporting System (TSR)

The TARIS Statistical Reporting System is used to build three statistical files from daily TARIS merged transaction file (TARIS Batch Update System). The TARIS merged transaction file contains TARIS walk-in transaction (from MVA branches and county sites, and vendor front-end systems - ERT, WEB, Kiosk, and Telephone Renewal) and TARIS mail-in transactions (processed at Glen Burnie) for all vehicle registration and title work performed in Maryland. Additions are made daily to the following three statistical history files: Vehicle History, Tag Issuance History File, and the Transaction History File.

TARIS Walk-in (TWI)

TWI is the actual system acronym for TARIS front-end PC-based programs. Transactions are initiated by mainframe query (VINQ) and manual data entry. Data is captured on the PC system, with report; reconciliation, transmission, and PC file maintenance applications available on the local PC systems. Data is transmitted to the TBU system via the mainframe data capture (VPOLL) program.

- MVA Mainframe System - IBM 9672-R26 Parallel Enterprise Server (G5)
- MVA Mainframe Database - DB2 Version 7

The MVA requires remote or external applications to communicate with DB2 through the use of stored procedures. Stored procedures are DB2 application programs that run in stored procedures address space. They can contain most statements that an application program normally contains, and therefore are like other SQL applications. Stored procedures can consist of more than one program, each with its own package, and can call other programs.

2.1.3.2 Systems / Project Documentation

A complete list of Branch Office Locations and Hours is provided in Attachment 13.

DLS informational documents containing Analysis, Functional Design and Additional Documentation can be found at the secure FTP site <https://sftp.mdot.state.md.us>.

Username: **APPTORFP** (all caps). Password: **tspdbmmv** (case sensitive).

TARIS 2 informational documents containing Analysis, System Requirements, Acquisition Plan and Additional Documentation can be found at the secure FTP site <https://sftp.mdot.state.md.us>. Username: **REAL-RFP** (all caps). Password: **csp4mva** (case sensitive).

Instructions for accessing the secure FTP site can be found in Attachment 14.

2.1.4 Project Approach

This TORFP is issued to acquire consultant services to perform **concurrently** all planning tasks associated with Real ID Act Implementation (Real ID) and Titling and Registration Information System 2 (TARIS 2) as well as other tasks necessary in the view of the MVA to ensure document security, prevent fraud and to allow the MVA to implement these in an effective and efficient manner. For each system or sub-system, the vendor will identify requirements, perform business process analysis, present implementation alternatives, perform an impact analysis and prepare solicitation documents required to fulfill the requirements.

The result of this project will be multiple solicitation documents for the development and implementation of REAL ID and TARIS 2.

Procuring the services of one Contractor to perform the planning tasks will ensure that the requirements of each system will be evaluated against other MVA systems or sub-systems, including the current Titling and Registration Issuance System (TARIS) and the Driver License System (DLS).

Real ID will be developed as an integral part of the current Driver License System (DLS) and will directly impact most of the MVA's other existing systems, most notably TARIS. Of the many options and alternatives available for implementation of The Act, the most advantageous and cost-effective solution to complying with the federal requirements and servicing MVA's customers will be considered.

Objectives of this TO are:

- Operate within the State's current and planned information technology infrastructure and architecture;
- Conform with defined MVA strategic goals and architectural principles;
- Comply with Existing and Proposed Policies, Regulations, and Laws, such as the Federal Real ID Act and the Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA);
- Meet all State Security Requirements;

- Provide a unified logical/functional view of the enterprise, taking into account all current and future e-commerce capabilities, while retaining core functionality needed by legacy applications;
- Support all required types of user roles and the transactions/processes they perform;
- Provide a flexible infrastructure to meet the users business goal seamlessly;
- Expand the use of private and public sector resources where available to assist in addressing the information technology service needs of the MVA and its customers; and
- Support the MVA's business processes.

2.2 TECHNICAL REQUIREMENTS

2.2.1 TO Contractor and Planning Requirements

2.2.1.1 TO Contractor Requirements – Real ID

The TO Contractor shall:

2.2.1.1.1 Part 1 – Task Initiation

- a) Develop Part 1 Task Project Charter
- b) Develop Part 1 Task Project Plan (Ref. Attachment 15, TO Project Plan Components)
- c) Conduct Part 1 Task Kick-off meeting to present project charter, project plan and overall approach to completing Part 1 Tasks

2.2.1.1.2 Part 1 - Concept Development

- a) Develop approach for concept development tasks.
- b) Identify implementation alternatives for each General Requirement.
- c) Evaluate and develop impact analysis for each implementation alternative.
- d) Recommend and support an implementation alternative for each General Requirement.
- e) Identify new requirements as needed.
- f) Identify implementation alternatives, evaluate and develop impact analyses, and recommend and support an implementation alternative for other requirements not known at this time.

2.2.1.1.2.1 Part 1 - General Requirements

- a) Capture the Full Legal Name in the Driver Licensing System (DLS) by modifying the NAME field size to equal the American Association of Motor Vehicle Administrators (AAMVA) standard in force at the time of application development. The current AAMVA standard is 125 characters – 40 characters each for first, middle and last names and 5 characters for suffix.
 - 1) Evaluate and provide recommendations to modify the DLS application and databases to accommodate increased name field.
 - 2) Evaluate and provide recommendations for maintaining a single demographic database for all business applications.
 - 3) Evaluate and provide recommendations for application of the same identity standards (Real ID Act Std.) to all business applications.
 - 4) Evaluate and provide recommendations to determine legislative changes required.

- 5) Evaluate and provide recommendations for segregating demographic databases for DLS and all other business systems.
 - 6) Evaluate and provide recommendations for discrepancy, precedence, synchronization and other issues between databases.
- b) Integrate the following new or modified features into the DL and ID cards:
- 1) **Full Legal Name** - Evaluate and provide recommendations to modify all card layouts to accommodate full legal name.
 - 2) **Person's Address of Principal Residence** – Evaluate and provide recommendations to modify DLS application to print principle residence address of CDL drivers on card. CDL currently uses mailing address on card. MD Legislative changes are required to place residence address on CDL card.
 - 3) **Physical card security features** to prevent tampering, counterfeiting or duplication. – Evaluate and provide recommendations to modify card layout and DLS applications to accommodate future standards for AAMVA hologram and level 3 security features.
 - 4) **Common Machine Readable Technology** – Evaluate and provide recommendations to modify card layout and DLS application to utilize future specified technology, data and encryption.
 - 5) **New card requirements for compliance with DHS standards.**
- c) Develop temporary DL/ID cards with expiration of card coinciding with the end of permitted stay or issuance for no more than 1 year.
- 1) Evaluate and provide recommendations to modify DLS application to allow user definable expiration date on temporary cards. MD legislation will be required in order to tie the expiration date to the end date of permitted stay.
 - 2) Evaluate and provide recommendations to modify card design to indicate that it is a temporary document with a “different than usual” expiration date.
- d) Establish electronic interfaces to identity document and status issuance sources for verification of customer identity documents and integrate into DLS application.
- 1) **Social Security Number Non-eligibility Letter** - Evaluate and provide recommendations to modify DLS application eligibility check to interface with American Association of Motor Vehicle Administrators (AAMVA) interface to Social Security MVA (SSA). Assumes AAMVA interface to SSA exists and that SSA will provide verification.
 - 2) **Federal Immigration Status** – Evaluate and provide recommendations to modify DLS application eligibility check to interface with the Dept of Homeland Security (DHS) - Systematic Alien Verification System for entitlements (SAVE).
 - 3) **Military Status and Identity Verification** - Evaluate and provide recommendations to modify DLS application eligibility check to interface with the Department of Defense - Defense Enrollment Eligibility Reporting System (DEERS)
 - 4) **Birth Certificate:** Evaluate and provide recommendations to modify DLS application eligibility check to interface with AAMVA interface to the National Association for Public Health Statistics (NAPHSIS) / State Vital Record Agencies.
 - 5) **Primary Residence Address Verification** - Evaluate and provide recommendations to modify DLS application eligibility check to interface with Third Party Providers for address verification.

- i. Third Party Providers – Assumes future federal regulation will allow third party providers to verify certain data and that interfaces can be implemented.
 - 6) **Miscellaneous Verifications with Other Jurisdictions** - Evaluate and provide recommendations to modify DLS application eligibility check to interface with other jurisdictions to:
 - i. Verify that a SSN is not duplicated on a DL / ID account in another state by a different person. Develop process for resolving discrepancies.
 - ii. Verify that the person does not have an active DL / ID in any other state. Develop process for requesting termination of DL/ID in original jurisdiction upon issuance to DL/ID in the new jurisdiction.
 - iii. Integrate “ID Check” software and hardware into DLS application for scanning and capture of data on DL and ID cards from other jurisdictions.
 - iv. Verify all other data pertinent to DL and ID cars issuance by MVA.
 - 7) **General Manual Verification** – Evaluate and provide recommendations for manual verification options and processes where electronic interfaces are not available or feasible.
- e) Capture digital images of identity source documents so that images can be retained in electronic storage in a transferable format.
 - 1) Evaluate and provide recommendations to modify DLS application to require capture of additional scanned documents.
 - 2) Evaluate and provide recommendations to develop DLS interface to Foster Freeman Document Comparator for image capture.
 - 3) Evaluate and provide recommendations to create application to transmit document images to other agencies and jurisdictions.
 - 4) Evaluate and provide recommendations to develop legislation to enable transmission of data and documents to other agencies depending on regulatory requirements.
- f) Retain images of source documents presented for a minimum of 10 years.
 - 1) Evaluate and provide recommendations to develop a document/data lifecycle plan for DLS document images and data and current and future storage capacity requirements.
- g) Establish an effective procedure to confirm or verify a renewing applicant’s information.
 - 1) Evaluate and provide recommendations to modify DLS to include indicators signifying that certain data and / or documents have been verified and validated.
 - 2) Evaluate and provide recommendations to create required audit trail indicators for verified and validated data.
- h) Ensure physical security of locations where DL/ID cards are produced.
 - 1) Evaluate and provide recommendations to determine and document required procedures and physical / electronic security measures for distributed card productions at MVA branch offices; MVA centralized production and outsourced centralized production.
- i) Subject all person’s authorized to manufacture or produce DL/ID cards to appropriate security clearance requirements.

- 1) Evaluate and provide recommendations to determine and document security clearance requirements for persons authorized to manufacture or produce cards at MVA branch offices, MVA centralized production and outsourced centralized production.
 - 2) Evaluate and provide recommendations to develop legislation authorizing MVA to conduct certain types of security checks.
- j) Establish fraudulent document recognition training programs for appropriate employees engaged in the issuance of DL/ID cards.
- 1) Evaluate and provide recommendations to determine and document training needs for all employees engaged in the issuance of cards.
 - 2) Evaluate and provide recommendations to determine requirements, develop and deliver curriculum for fraudulent document recognition training.
- k) Limit period of validity of DL/ID cards that are issued to military license holders who are stationed outside of Maryland to a period not exceeding 8 years.
- 1) Evaluate and provide recommendations to modify DLS application to limit period of validity.
 - 2) Evaluate and provide recommendations to develop legislation required limiting the validity period.
- l) Determine business rules, processes, DLS modifications and card designs (DL / ID / Driving Certificate) required assuming that Maryland will **NOT REQUIRE** Legal Presence for the issuance of DL / ID cards.
- 1) Evaluate and provide recommendations to develop legislation for this requirement.
- m) Determine business rules, processes, DLS modifications and card designs (DL / ID) required assuming that Maryland **WILL REQUIRE** Legal Presence for the issuance of DL / ID cards.
- 1) Evaluate and provide recommendations to develop legislation for this requirement.
- n) Provide electronic access to all other states to information contained in the motor vehicle database of the state.
- 1) Evaluate and provide recommendations to determine requirements for allowing access to MVA databases by other agencies and jurisdictions.
 - 2) Evaluate and provide recommendations to develop and implement a data / image exchange server and database separate from the production environment.
- o) Maintain a database that contains at a minimum:
- 1) Evaluate and provide recommendations to include all data fields printed on DL/ID cards.
 - 2) Evaluate and provide recommendations to include driver histories, including motor vehicle violations, suspensions and points on licenses.
 - 3) Evaluate and provide recommendations for modifications to the DLS application and the DLS databases.
- p) Evaluate and provide recommendations for utilization of 3rd party providers for:
- 1) Validation and verification of identifying documents.

- 2) Performing all DL and ID services currently performed in an MVA branch office.
 - 3) Performing background / security clearance checks on current and new DL and ID personnel (contractor and MVA employed).
- q) Develop and document business processes and procedures for issuance of duplicates (replacements) and corrections to DL and ID cards to include:
- 1) Change of address
 - 2) Change of name
 - 3) Change of other information
 - 4) Duplicate (replacement) issuance
- r) Evaluate and provide recommendations for DLS application changes for issuance of duplicates (replacement) and corrections to DL and ID cards to include:
- 1) Change of address
 - 2) Change of name
 - 3) Change of other information
 - 4) Duplicate (replacement) issuance

The following requirements are not directly required for implementation of the Real ID Act but are necessary to allow the MVA to continue providing a high level of customer service and security when the requirements of the Real ID Act are implemented.

- s) Evaluate and provide recommendations for utilization of 3rd party providers for:
- 1) Central issuance of DL and ID cards
 - 2) Non-Commercial Driver License Law Testing
 - 3) Non-Commercial Driver License Skills Testing
 - 4) Development of legislative changes needed to allow 3rd party provider law and skills testing.
- t) Evaluate and provide recommendations to modify DLS application and databases to allow capture of customer residence and mailing addresses.
- u) Evaluate and provide recommendations to replace Soundex Number with a unique, permanent Customer Account Number in DLS and all other business applications.
- v) Evaluate and provide recommendations to develop Biometric Customer Identification for:
- 1) Facial Recognition
 - 2) Finger Scan
 - 3) Iris Scan
 - 4) Legislative changes to allow biometric identification

- w) Evaluate and provide recommendations for:
 - 1) Waiver of vision certification for all DL renewals up to age 40.
 - 2) Waiver of vision certification for all DL renewals that are currently restricted with corrective lenses.
 - 3) Waiver of vision certification for DL renewals above age 40 every other renewal period.
 - 4) Legislative changes needed to allow waiver of any vision requirements.

- x) Evaluate and provide recommendations for:
 - 1) ID card renewals.
 - 2) Legislative changes to allow renewal of ID cards.

- y) Evaluate and provide recommendations to develop modules for the MVA e-commerce (eMVA) and mail-in applications to allow:
 - 1) Corrected DL and ID cards
 - 2) Duplicate (replacement) DL and ID card order
 - 3) Business and Salesman license renewals, corrections and duplicates (replacements).
 - 4) eMVA to interface with the point of sale (POS) system for all payment processing.

- z) Evaluate and provide recommendations for:
 - 1) Redistributing driver license renewals evenly over the 5-year cycle.
 - 2) Legislative changes needed to allow renewal periods that are less than or greater than 5 years.

- aa) Evaluate and provide recommendations for:
 - 1) Eliminating the Employer Name step in the DLS application from all non-commercial DL flows.
 - 2) Legislative changes needed to allow elimination of this step. (ref. law section 16-106.a.1)

- bb) Evaluate and provide recommendations to implement Check 21 paperless check processing in POS system.

2.2.1.1.3 Planning and Requirements Analysis

- a) Develop approach for requirements analysis that includes significant stakeholder participation.
- b) Perform requirements analysis to develop technical, organizational and business functional requirements & processes for selected implementation alternatives.
- c) Develop and document business rules supporting all requirements and processes.
- d) Develop and document legislative initiatives to support requirements and business rules for selected implementation alternatives.
- e) Develop fiscal impact statements for all needed legislative initiatives.
- f) Recommend and support the packaging of selected alternatives, functional requirements and business rules into procurement solicitation(s).
- g) Perform requirements analysis, develop & document business rules, legislative initiatives and fiscal impacts, recommend packaging into procurement solicitation(s). for other implementation alternatives not known at this time.

2.2.1.1.4 Procurement Planning

- a) Develop complete Project Plans for each recommended procurement solicitation(s). (Ref. Attachment 16 for Procurement Project Plan components)
- b) Develop complete request for proposals (RFP) for each recommended procurement solicitation(s)..
- c) Develop proposal evaluation criteria for each recommended procurement solicitation(s).
- d) Coordinate proposal evaluation for each recommended procurement solicitation(s).
- e) Recommend and support contractor selections for each recommended procurement solicitation(s).
- f) Develop Project Plans, RFPs, proposal evaluation and scoring criteria, perform evaluation coordination, and recommend selections for other procurement solicitation(s) packages not known at this time.

2.2.1.1.5 Other

- a) The contractor shall provide bi-weekly status reports to the MVA Project Manager and DBM OIT PLO (ref. Section 2.7, Reporting) and facilitate bi-weekly status meetings with the task stakeholders for Part 1 Tasks.
- b) The TO Contractor shall conduct coordination meetings with the CTM 2 project TO Contractor as needed to ensure the requirements of each system will be evaluated against other MVA systems or sub-systems, including the current Titling and Registration Issuance System (TARIS) and the Driver License System (DLS).

2.2.1.2 TO Contractor Requirements – TARIS 2

The TO Contractor shall:

2.2.1.2.1 Part 2 – Task Initiation

- a) Develop Part 2 Task Project Charter
- b) Develop Part 2 Task Project Plan (Ref. Attachment 15, TO Project Plan Components)
- c) Conduct Part 2 Task Kick-off meeting to present charter, project plan and overall approach to completing Part 2 Tasks

2.2.1.2.2 Part 2 - New Initiative Concept Development

- a) Develop basic concept for new initiatives.
- b) Perform technical and financial feasibility analysis on new initiatives.
- c) Recommend and support new initiatives to continue through planning and requirements analysis.
- d) Identify implementation alternatives, evaluate and develop impact analyses, and recommend and support an implementation alternative for other requirements not known at this time.

2.2.1.2.2.1 TARIS 2 New Initiatives

- a) Turbo Title – Internet application for business and consumer vehicle titling.
- b) Permanent Plates – Permanent assignment of registration plates to a customer or vehicle.
- c) Permanent Registration – One time registration fee is collected.
- d) Identify opportunities for outsourcing of MVA titling and registration processes.
- e) Elimination / consolidation of vehicle classes – vehicle weight would be used to determine registration fee.
- f) Replace Lienholder Code with Federal Employer Identification Number (FEIN)
- g) Business Licensing and Consumer Services – Licensing and monitoring of Dealer and Salesmen.

2.2.1.2.3 Part 2 - Planning & Requirements Analysis

- a) Develop approach for new requirements analysis and validation and verification of existing TARIS 2 documentation (System Requirements Document, E-Commerce Enterprise Functional Architecture, TARIS 2 “As Is” and “To Be” Reports, TARIS 2 Project Summary, Acquisition Plan).
- b) Perform validation and verification of existing TARIS 2 documentation.
- c) Perform requirements analysis to identify all new and changed technical, organizational and business functional requirements.
- d) Develop and document business rules supporting all requirements.
- e) Update all existing TARIS 2 documentation.
- f) Identify and develop legislative initiatives to support requirements and business rules.
- h) Develop fiscal impact statements for all legislative initiatives.
- g) Develop preliminary Risk Management Plan for TARIS 2.
- h) Recommend and support the consolidation and packaging of various alternatives, functional requirements and business rules into contracts.
- i) With significant stakeholder participation, perform requirements analysis, develop & document business rules, legislative initiatives and fiscal impacts, recommend packaging into contracts for other implementation alternatives not known at this time.

2.2.1.2.4 Part 2 - Procurement Planning

- a) Develop complete Project Plans for each recommended contract (Ref. Attachment 16, Procurement Project Plan Components).
- b) Develop complete request for proposals for each recommended contract.
- c) Develop proposal evaluation criteria for each recommended contract.
- d) Coordinate proposal evaluation for each recommended contract.
- e) Recommend contractor selections for each recommended contract.
- f) Develop Project Plans, RFPs, proposal evaluation criteria, perform evaluation coordination, and recommend selections for other contract packages not known at this time.

2.2.1.2.5 Part 2 – Other

- a) The contractor shall provide bi-weekly status reports to the MVA Project Manager and DBM OIT PLO (See Section 2.7, Reporting) and facilitate bi-weekly status meetings with the task stakeholders for Part 2 Tasks.
- b) The contractor shall conduct coordination meetings with the award contractor for the CTM 2 project to ensure the requirements of each system will be evaluated against other MVA systems or sub-systems, including the current Titling and Registration Issuance System (TARIS) and the Driver License System (DLS).

2.2.2 DELIVERABLES

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 8). 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 9). 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 2.6 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.

2.2.2.1 Part 1 – Real ID Act Implementation

2.2.2.1.1 Milestone 1: Part 1 - Task Initiation

- a) **Deliverable 1-1** – Part 1 Task Project Charter
- b) **Deliverable 1-2** – Part 1 Task Project Plan
- c) **Deliverable 1-3** – Part 1 Task Kick-off Meeting

2.2.2.1.2 Milestone 2: Part 1 - Concept Development

- a) **Deliverable 2-1** – Concept Development Approach
- b) **Deliverable 2-2** - Implementation Alternatives Document
- c) **Deliverable 2-3** - Implementation Alternatives Impact Analysis Document
- d) **Deliverable 2-4** – Recommended Implementation Alternative Document
- e) **Deliverable 2-5** – Recommended New Requirements as needed Document
- f) **Deliverable 2-6** – Alternatives, Analyses and Recommendations Documents for other requirements not known at this time (Time and Materials Basis)

2.2.2.1.3 Milestone 3: Part 1 - Planning & Requirements Analysis

- a) **Deliverable 3-1** - Requirements Analysis Approach Document
- b) **Deliverable 3-2** – Requirements Analysis Document

- c) **Deliverable 3-3** - Business Rules Document
- d) **Deliverable 3-4** – Legislative Initiative Document
- e) **Deliverable 3-5** - Fiscal Impact Statements
- f) **Deliverable 3-6** – Procurement Solicitation(s) Recommendations Document
- g) **Deliverable 3-7** – Requirements, Business Rules, Legislative Initiatives, Fiscal Impacts and Recommendation Documents for other implementation alternative not known at this time (Time and Materials Basis)

2.2.2.1.4 Milestone 4: Part 1 - Procurement Planning

- a) **Deliverable 4-1** – Project Plan Documents
- b) **Deliverable 4-2** – Procurement Solicitation(s) Documents
- c) **Deliverable 4-3** – Proposal Evaluation Criteria Document
- d) **Deliverable 4-4** - Proposal Evaluation Coordination
- e) **Deliverable 4-5** – Contractor Selection Recommendations Document
- f) **Deliverable 4-6** – Project Plans, Procurement Package(s), Evaluation Criteria and Coordination, and Recommendation Documents for other Procurement Solicitation(s) not known at this time (Time and Materials Basis)

2.2.2.1.5 Milestone 5: Part 1 - Other

- a) **Deliverable 5-1** – Bi-weekly Status Report Documents and Meeting Facilitation
- b) **Deliverable 5-2** – Coordination meeting minutes.

2.2.2.2 Part 2 – TARIS 2

2.2.2.2.1 Milestone 6: Part 2 - Task Initiation

- a) **Deliverable 6-1** – Part 2 Task Project Charter
- b) **Deliverable 6-2** – Part 2 Task Project Plan
- c) **Deliverable 6-3** – Part 2 Task Kick-off Meeting

2.2.2.2.2 Milestone 7: Part 2 - Concept Development

- a) **Deliverable 7-1** - New Initiative Concept Document
- b) **Deliverable 7-2** - New Initiative Feasibility Analysis Document
- c) **Deliverable 7-3** - Recommended New Initiatives Document
- d) **Deliverable 7-4** – Alternatives, Analyses and Recommendations Documents for other requirements not known at this time (Time and Materials Basis)

2.2.2.2.3 Milestone 8: Part 2 - Planning & Requirements Analysis

- a) **Deliverable 8-1** - Validation and Verification Approach Document

- b) **Deliverable 8-2** – Requirements Validation and Verification Document
- c) **Deliverable 8-3** - Requirements Analysis Document.
- d) **Deliverable 8-4** - Business Rules Document
- e) **Deliverable 8-5** - Updated TARIS 2 Documents
- f) **Deliverable 8-6** - Legislative Initiatives Document
- g) **Deliverable 8-7** - Fiscal Impact Statements.
- h) **Deliverable 8-8** - Preliminary Risk Management Plan.
- i) **Deliverable 8-9** - Procurement Solicitation(s) Recommendations Document.
- j) **Deliverable 8-10** – Requirements, Business Rules, Legislative Initiatives, Fiscal Impacts and Recommendation Documents for other implementation alternative not known at this time (Time and Materials Basis)

2.2.2.2.4 Milestone 9: Part 2 - Procurement Planning

- a) **Deliverable 9-1** – Project Plan Documents
- b) **Deliverable 9-2** – Procurement Solicitation(s) Documents
- c) **Deliverable 9-3** – Proposal Evaluation Criteria Document
- d) **Deliverable 9-4** - Proposal Evaluation Coordination
- e) **Deliverable 9-5** – Contractor Selection Recommendations Document
- f) **Deliverable 9-6** – Project Plans, Procurement Package(s), Evaluation Criteria and Coordination, and Recommendation Documents for other Procurement Solicitation(s) not known at this time (Time and Materials Basis)

2.2.2.2.5 Milestone 10: Part 2 - Other

- a) **Deliverable 10-1** – Bi-weekly Status Report Documents and Meeting Facilitation
- b) **Deliverable 10-2** – Coordination meeting minutes.

2.2.3 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. 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 (PMBOK). TO Contractor's staff and subcontractors are to follow a consistent project management methodology for all TO activities.

2.3 CONTRACTOR EXPERTISE REQUIRED

Due to the importance of the project, the personnel assigned to this work shall possess successful, recent and relevant experience with respect to performing services to identify business requirements, perform business process analysis, present implementation alternatives, perform an impact analysis and prepare solicitation documents required to fulfill those requirements. The TO Contractor shall describe how its organization can meet the qualifications of this TORFP and shall include the following:

- 2.3.1** The TO Contractor's proposed staff shall demonstrate knowledge and experience in performing planning tasks associated with large scale IT projects using a variety of industry standard approaches and methodologies.
- 2.3.2** Corporate size, length of time the corporation has been providing project planning services, key business partners, and the number of employees dedicated to meeting the requirements of this TO.
- 2.3.3** Technical skills and certifications of the TO Contractor's employees associated with providing project planning services to meet the requirements of this TO.
- 2.3.4** The number of clients and geographic locations the TO Contractor currently serves.
- 2.3.5** An organization chart of the TO Contractor showing:
 - 2.3.5.1** All major business units;
 - 2.3.5.2** Which business units will perform the requirements of this TO;
 - 2.3.5.3** Where the management of this contract will fall within the organization; and
 - 2.3.5.4** What corporate resources will be available to support this contract in both primary and secondary, or back-up roles.
- 2.3.6** Up to three (3) references from its customers who are capable of documenting:
 - 2.3.6.1** The TO Contractor's ability to manage projects of comparable size and complexity.
 - 2.3.6.2** Each client reference must include the following information:
 - 2.3.6.2.1** Name of client organization
 - 2.3.6.2.2** Name, title, and telephone number of Point of Contact for client organization
 - 2.3.6.2.3** Value, type, and duration of contract(s) supporting client organization
 - 2.3.6.2.4** The services provided, scope of the contract, objectives satisfied

2.4 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 The TO Contractor’s proposed staff must have a minimum of 5 years experience in initiating, planning, concept develop, business process and impact analysis, business requirements analysis, and preparing procurement solicitation documents for implementation of large scale IT systems.
- 2.4.2 The TO Contractor shall provide staff for technical, project, and contract support to ensure that all activities conducted under this contract are completed in an efficient and cohesive manner. Staff proposed to work on the project will be considered the TO Contractor’s Key Personnel and must meet the minimum qualifications set forth in the Master Contract.
- 2.4.3 The TO Contractor shall comply with Section 2.5.3 Physical Security, of the CATS Master Contract agreement. The MVA is invoking all of the requirements outlined in Section 2.5.3 for this TO.

2.5 RETAINAGE

The State shall pay 90% of all invoices after the required approval. The remaining 10% shall be withheld for sixty (60) business days after the Contractor's successful completion of the project. The final payment of retainage shall be based upon: acceptance of all deliverables by the MVA; acceptance of a final progress report from the Contractor; and a final invoice submitted by the Contractor and approved by both the MVA project manager and the MVA Procurement Officer.

2.6 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

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 Tax Identification Number, 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 9, is not submitted.

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. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.6.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Maryland Motor Vehicle MVA (MVA) 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 9, for each deliverable being invoiced) submitted for payment to the MVA at the following address:

Motor Vehicle MVA
Accounts Payable Unit
Room 220
6601 Ritchie Highway
Glen Burnie, MD 21062

- 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.

2.7 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct bi-weekly progress meetings. A bi-weekly project progress report shall be submitted **2 days** in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the bi-weekly reporting period.
- 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 updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- 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.

2.8 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.

SECTION 3 - TASK ORDER 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 Attachment 12 - 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 bi-weekly as part of progress reporting (see Section 2.7).
- 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 D-1 and D-2.

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.

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.

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) Attachment 1 - Completed Financial Proposal, including:

- 1) Assumptions: A description of any assumptions formed by the Contractor in developing the Financial Proposal.
- 2) Formatting requirements for the Price Breakdown Structure are:
 - a) Milestone and Deliverable identifying information will be in bold and placed in a frame.
 - b) Fixed-price dollar figures will be rounded to the nearest whole dollar.
 - c) The information should continue, as necessary and appropriate, to cover all Milestones and Deliverables.
 - d) List all deliverables, even those not separately priced (NSP).

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER 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.

The TO Contractors' proposals will be evaluated on the basis of the following:

1. The overall understanding of the work required.
2. Past performance on similar projects as provided in the Contractor's response to this task order request..
3. The qualifications and experience of the proposed personnel
4. Whether the proposed schedule is realistic and attainable and includes, but is not limited to, the milestones and deliverables listed within this TO.

4.3 SELECTION PROCEDURES

- A) 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.
- B) The State reserves the right to require from the Contractor an oral presentation to the evaluation committee or any other State designated personnel. The Contractor will receive a minimum of three-calendar days notice prior to the presentation. The State reserves the right to request any key personnel proposed by the Contractor to attend the oral presentation.
- C) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, a task order agreement shall be awarded to the Contractor whose proposal is most advantageous to the State, considering price and the technical evaluation factors set forth herein. In making this determination, technical merit will receive greater weight than price.

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. See Attachment 7 - Notice to Proceed (sample).

ATTACHMENT 1A - PRICE PROPOSAL FORM

PRICE PROPOSAL FOR CATS TORFP # J00P6200013

Milestone	Deliverable	Item Description	Period of Performance	Fixed Price Cost
PART 1 - REAL ID ACT IMPLEMENTATION				
Milestone 1 - Part 1 Task Initiation	Deliverable 1-1	Part 1 Task Charter		
	Deliverable 1-2	Part 1 Task Project Plan		
	Deliverable 1-3	Part 1 Task Kick-off Meeting		
			Total Milestone 1 Cost	
Milestone 2 - Concept Development	Deliverable 2-1	Concept Development Approach		
	Deliverable 2-2	Implementation Alternatives Document		
	Deliverable 2-3	Implementation Alternatives Impact Analysis Document		
	Deliverable 2-4	Recommended Implementation Alternative Document		
	Deliverable 2-5	Alternatives, Analyses and Recommendations Documents for other requirements not known at this time (Time and Materials Basis)		Base cost on 3,000 hours distributed in the same proportion and labor categories as in Deliverables 2-2 thru 2-4

			Total Milestone 2 Cost	
Milestone 3 - Planning & Requirements Analysis	Deliverable 3-1	Requirements Analysis Approach Document		
	Deliverable 3-2	Requirements Analysis Document		
	Deliverable 3-3	Business Rules Document		
	Deliverable 3-4	Legislative Initiative Document		
	Deliverable 3-5	Fiscal Impact Statements		
	Deliverable 3-6	Contract Recommendations Document		
	Deliverable 3-7	Requirements, Business Rules, Legislative Initiatives, Fiscal Impacts and Recommendation Documents for other implementation alternative not known at this time (Time and Materials Basis)		Base cost on 3,000 hours distributed in the same proportion and labor categories as in Deliverables 3-2 thru 3-6
			Total Milestone 3 Cost	
Milestone 4 - Procurement Planning	Deliverable 4-1	Project Plan Documents		
	Deliverable 4-2	Request for Proposal Documents		
	Deliverable 4-3	Proposal Evaluation Criteria Document		
	Deliverable 4-4	Proposal Evaluation Coordination		
	Deliverable 4-5	Contractor Selection Recommendations		

		Document		
	Deliverable 4-6	Project Plans, RFPs, Evaluation Criteria and Coordination, and Recommendation Documents for other contract packages not known at this time (Time and Materials Basis)		Base cost on 2,000 hours distributed in the same proportion and labor categories as in Deliverables 4-1 thru 4-5
			Total Milestone 4 Cost	
Milestone 5 – Other	Deliverable 5-1	Bi-weekly Status Report Documents and Meeting Facilitation	Bi-Weekly	
	Deliverable 5-2	Coordination Meeting Minutes	3 Days after each Coordination Meeting	
			Total Milestone 5 Cost	
			Subtotal Milestones 1 - 5	
PART 2 – TITLE AND REGISTRATION INFORMATION SYSTEM 2				
Milestone 6 - Part 2 Task Initiation	Deliverable 6-1	Part 2 Task Charter		
	Deliverable 6-2	Part 2 Task Project Plan		
	Deliverable 6-3	Part 2 Task Kick-off Meeting		
			Total Milestone 6 Cost	

Milestone 7 - New Initiative Concept Development	Deliverable 7-1	- New Initiative Concept Document		
	Deliverable 7-2	New Initiative Feasibility Analysis Document		
	Deliverable 7-3	Recommended New Initiatives Document		
			Total Milestone 7 Cost	
Milestone 8 - Planning & Requirements Analysis	Deliverable 8-1	Validation and Verification Approach Document		
	Deliverable 8-2	Requirements Validation and Verification Document		
	Deliverable 8-3	- Requirements Analysis Document		
	Deliverable 8-4	Business Rules Document		
	Deliverable 8-5	Updated TARIS 2 Documents		
	Deliverable 8-6	Legislative Initiatives Document		
	Deliverable 8-7	Fiscal Impact Statements		
	Deliverable 8-8	Preliminary Risk Management Plan		
	Deliverable 8-9	Contract Recommendations Document		
			Total Milestone 8 Cost	
Milestone 9 - Procurement	Deliverable 9-1	Project Plan Documents		

Planning				
	Deliverable 9-2	Request for Proposal Documents		
	Deliverable 9-3	Proposal Evaluation Criteria Document		
	Deliverable 9-4	Proposal Evaluation Coordination		
	Deliverable 9-5	Contractor Selection Recommendations Document		
			Total Milestone 9 Cost	
Milestone 10 – Other	Deliverable 10-1	Bi-weekly Status Report Documents and Meeting Facilitation	Bi-Weekly	
	Deliverable 10-2	Coordination Meeting Minutes	3 days after each Coordination Meeting	
			Total Milestone 10 Cost	
			Subtotal Milestones 6 - 10	
			TOTAL TORFP COST	

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

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

CATS TORFP # J00P6200013

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 D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 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 are required to 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 D-6. 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 D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 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 D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 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 D-5. 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 FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. J00P6200013, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30 percent and, if specified in the TORFP, sub-goals of percent for MBEs classified as African American-owned and percent for MBEs classified as women-owned. 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 that I am unable to achieve it. Instead, I intend to achieve an MBE goal of percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, 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 - Form D-2) with the 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 TO Agreement 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 D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

5. 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.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J00P6200013	
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	

USE ATTACHMENT D-2 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: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE 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	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # J00P6200013, I state the following:

1. 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. Offeror made the following attempts to contact personally the solicited MBEs:

4. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

 This project does not involve bonding requirements.

5. Offeror did/did not attend the pre-proposal conference
 No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. J00P6200013, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- 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

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP # J00P6200013 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

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

Return one copy of this form to the following address:

Tom Gugel, TO Manager Motor Vehicle Administration 6601 Ritchie Highway, Rm. 223 Glen Burnie, MD 21062 tgugel@mdot.state.md.us	Walter Bayne, TO Procurement Manager Motor Vehicle Administration 6601 Ritchie Highway, Rm. OIR/309 Glen Burnie, MD 21062 wbayne@mdot.state.md.us
---	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS TORFP # J00P6200013 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

Return one copy of this form to the following address:

Tom Gugel, TO Manager Motor Vehicle Administration 6601 Ritchie Highway, Rm. 223 Glen Burnie, MD 21062 tgugel@mdot.state.md.us	Walter Bayne, TO Procurement Manager Motor Vehicle Administration 6601 Ritchie Highway, Rm. OIR/309 Glen Burnie, MD 21062 wbayne@mdot.state.md.us
---	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# J00P6200013 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, TO Requesting Agency.

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 TO Requesting Agency, as identified in the CATS TORFP # J00P6200013.
 - b. “CATS TORFP” means the Task Order Request for Proposals # J00P6200013, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
 - d. “TO Procurement Officer” means TO Procurement Officer. 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 TO Requesting Agency and TO 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 TO Manager 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 supercede 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 **Agency TO Manager unless otherwise specified herein**.

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: _____

STATE OF MARYLAND, TO Requesting Agency

By: insert name, TO Procurement Officer

_____ 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 AS A .PDF FILE WITH TO 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 Financial 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 three 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, three 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 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #ADPICS PO

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **Project Name for TORFP**

TO Agreement Number: #**ADPICS PO**

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: **TO Manager**

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

To:

The following deliverable, as required by TO Agreement #ADPICS PO, 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 2.2.2 OF THE TORFP.

ATTACHMENT 10 – 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 #ADPICS PO for TORFP Project Name. 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 TO Procurement Officer, TO Requesting Agency 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 11 – 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 **TO Requesting Agency** (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 **TORFP Title** TORFP No. **ADPICS PO** dated **release date for TORFP**, (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.

TO Contractor/TO Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 – 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 **TO Procurement Officer email**. 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:	Title of TORFP
TORFP Project Number:	ADPICS Purchase Order Number (ADPICS PO #)

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 _____

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 13 – MVA Office Locations

MVA Office Locations	
Office Hours: Monday – Friday 8:30 am to 4:30 pm, Saturday 8:30 am to Noon (except as noted)	
Annapolis - Dist 4 Manager: Natalie Llewellyn - 410-573-4780 160 Harry S. Truman Parkway Annapolis, MD 21401	Hagerstown - Dist 1 Manager: Rebecca Snyder - 240-420-5229 18306 Col Henry Douglas Dr Hagerstown, MD 21740
Baltimore City (Mondawmin) - Dist 2 Manager: Timothy Ballard - 410-333-5835 2500 Gwynns Falls Pkwy Baltimore MD 21216-3290	Largo - Dist 4 Manager: Sherri Dyson - 301-333-1500 10251 Central Ave Upper Marlboro MD 20772-1303
Bel Air - Dist 2 Manager: Linda Colden - 410-638-6505 501 West MacPhail Road Bel Air, MD 21014	Loch Raven / Parkville - Dist 2 Manager: Synethia (Missie) Kenner - 410-663-7530 8966 Waltham Woods Road Parkville, MD 21234
Beltsville - Dist 3 Manager: Betty Thompson - 301-210-2900 11760 Baltimore Avenue-Beltsville MD 20705	Loveville - Dist 4 Manager: Herb Butler - 301-997-1750 27351 Point Lookout Road Leonardtown, MD 20650
Columbia Express - Dist 3 Manager: Nancy Elkins - 410-964-1598 6490 Dobbin Road Columbia, MD 21045	Mobile Office Manager: Sandy Bathurst - 410-802-4619
Cumberland - Dist 1 Manager: Lenna Morgan - 301-729-4668 13300 Winchester Rd SW, Cumberland MD 21502	MVA Headquarters 6601 Ritchie Hwy NE Glen Burnie MD 21062
Easton - Dist 4 Manager: Debbie Seward - 410-820-6900 9148 Centreville Road Easton, MD 21601-9620	Oakland - Dist 1 (Tues & Thurs ONLY 10:00am – 3:30pm) Manager: Lenna Morgan - 301-334-8808 400 Weber Road Oakland, MD 21550
Elkton - Dist 2 Manager: Mildred Davenport - 410-392-3569 105 Chesapeake Blvd., Suite A Elkton, MD 21921	Prince Frederick - Dist 4 (Mon & Tues ONLY 8:30am – 3:45pm) Manager: Herb Butler - 410-535-8806 200 Duke Street Prince Frederick, MD 20678

Essex - Dist 2 Manager: Mike Sears - 410-780-3604 1338A Eastern Blvd Baltimore, MD 21221	Salisbury - Dist 4 Manager: Debbie Taylor - 410-219-7737 251 Tilghman Road Salisbury, MD 21804
Frederick - Dist 1 Manager: Paul Cebeci - 301- 631-7142 1601 Bowman Farm Road Frederick, MD 21701	Waldorf - Dist 4 Manager: Sharon Semler - 301-632-6501 11 Industrial Park Drive Waldorf, MD 20602-1908
Gaithersburg - Dist 3 Manager: Jane Thomas - 301-990-3401 15 Metropolitan Grove Rd Gaithersburg, MD 20878	Walnut Hill Express - Dist 3 Manager: Carroll Gatling - 240-631-1362 16516 South Westland Drive Gaithersburg, MD 20877
Glen Burnie - Dist 1 Manager: Rhonda Witt - 410-787-7899 6601 Ritchie Hwy NE Glen Burnie MD. 21062	Westminster - Dist 1 Manager: Ronald Wagner - 410-386-3200 1106 Baltimore Blvd. Westminster, MD 21157
Glenmont Express - Dist 3 Manager: Rhashad Johnson - 301-946-6067 12335 C & D Georgia Ave Silver Spring, MD 20906	White Oak – Dist 3 Manager: Sherri Gardner – 301-xxx-xxxx Xxxx Industrial Pkwy Silver Spring, MD 20904

ATTACHMENT 14 - Instructions for Accessing the MDOT Secure FTP Server

- 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.

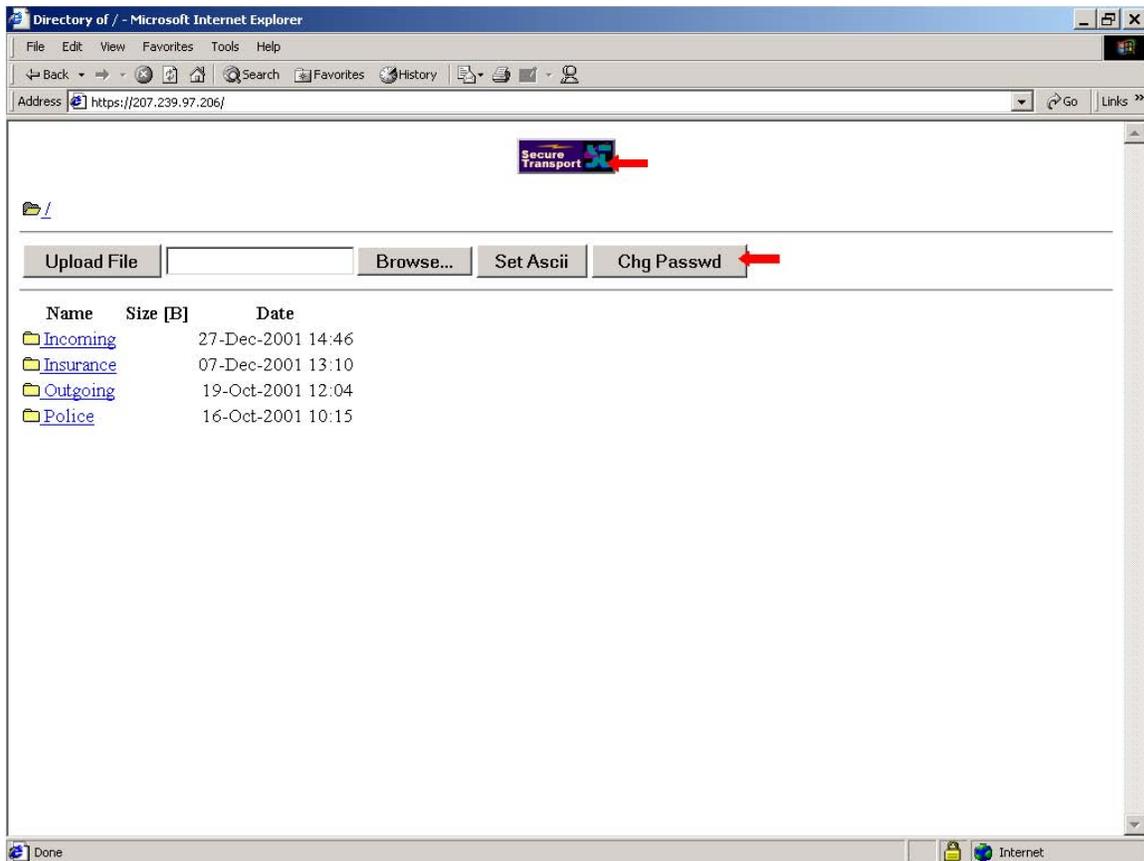


Figure 1

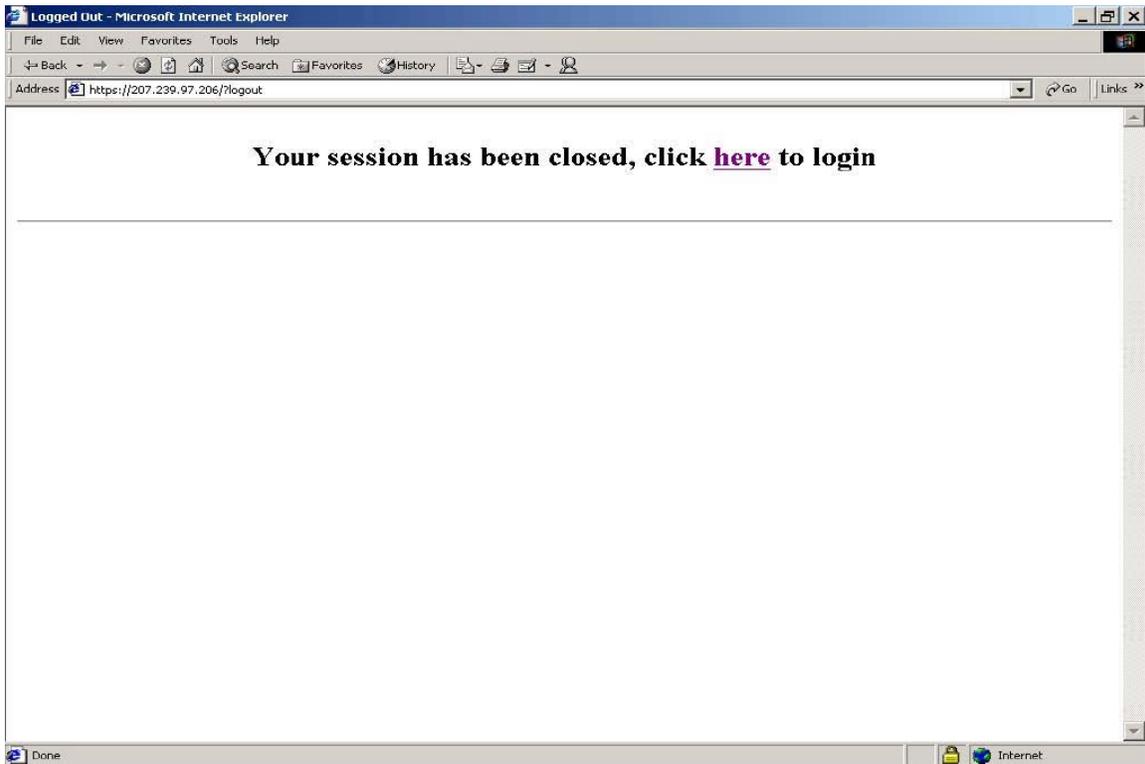
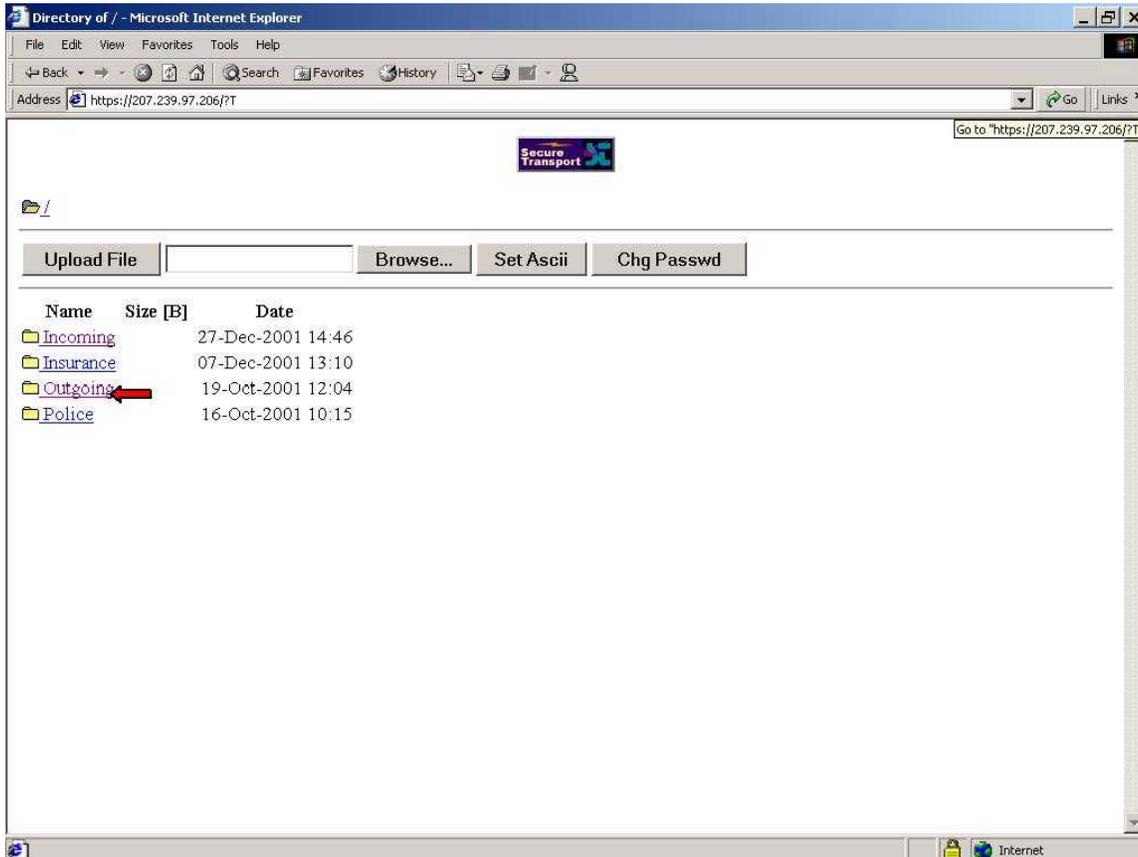


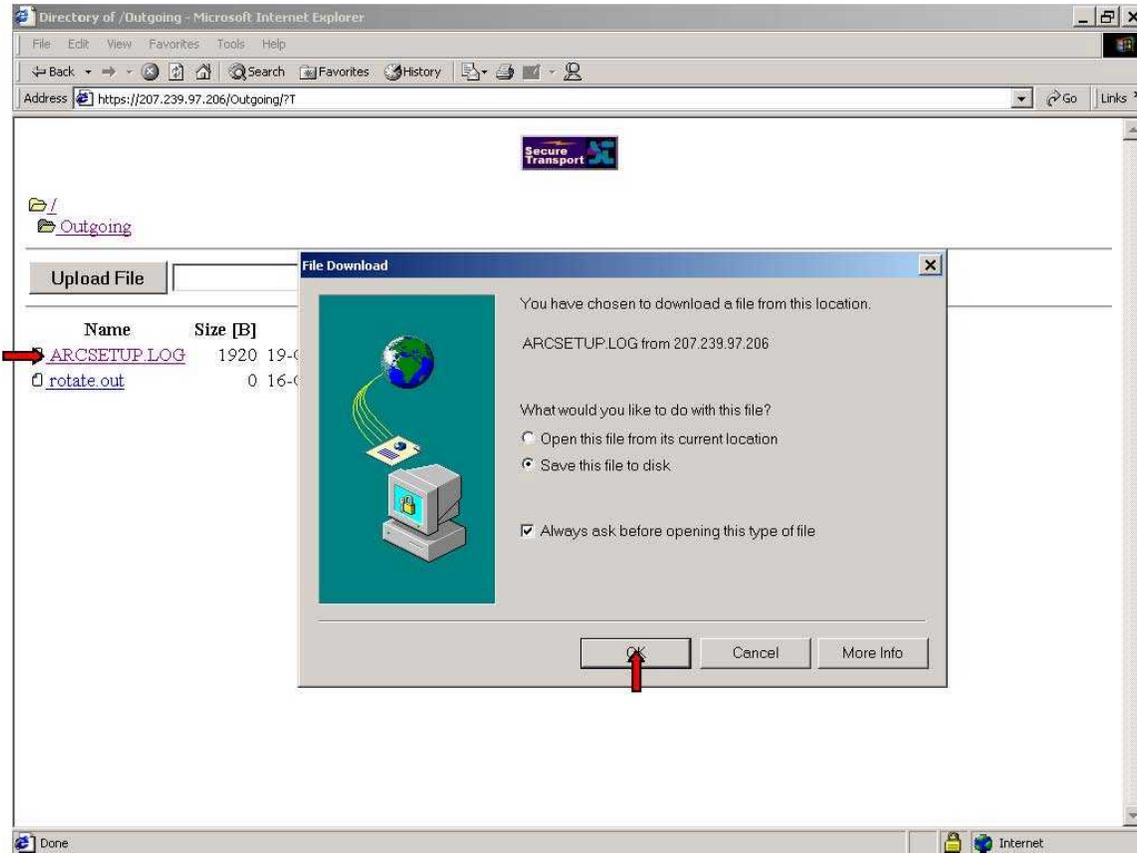
Figure 2

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

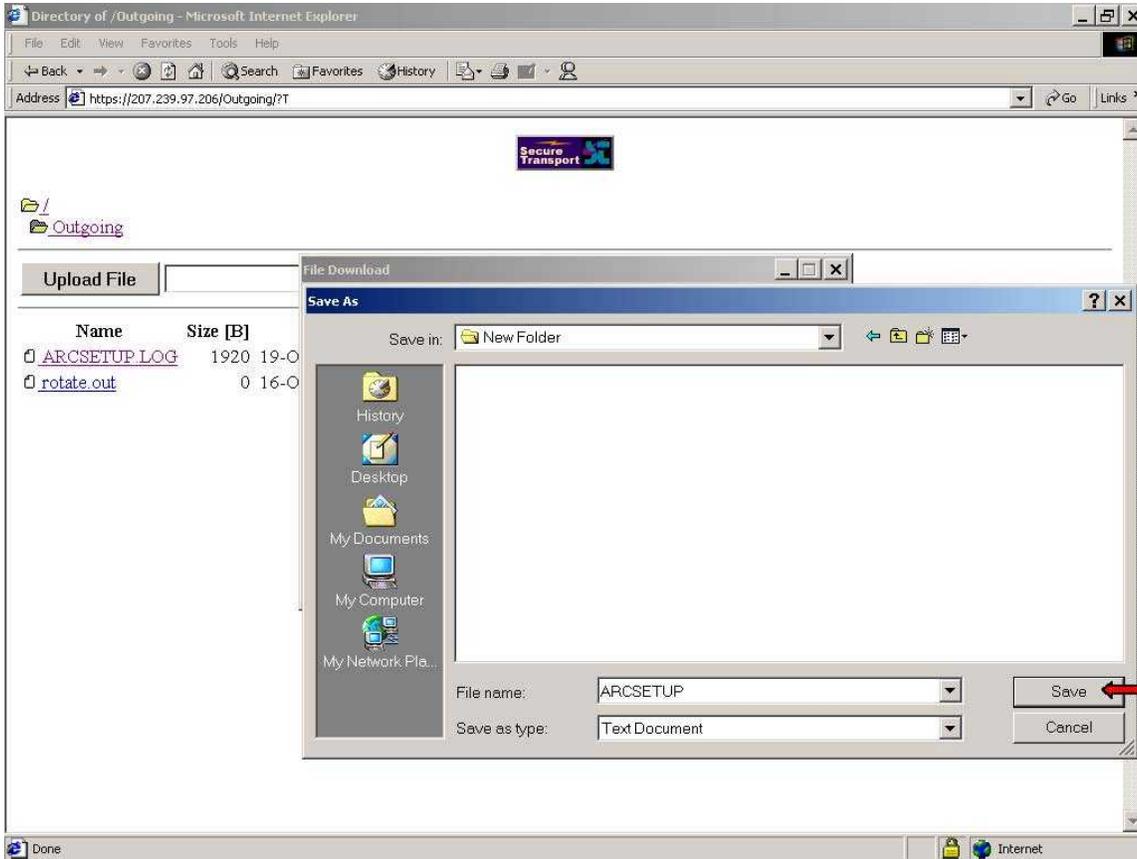
1. To retrieve a file from the Maryland Department of Transportation Secure FTP Server, click the “Outgoing” Name (directory).



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”.



3. 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.



4. 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 15 –TORFP J00P6200013 Project Plan Components

Develop the following components and plans:

- 1) Stakeholders List
- 2) Scope Statement
- 3) Project Team List
- 4) WBS / WBS Dictionary / Network Diagram
- 5) Schedule
- 6) Project Management Plans:
 - ◆ Risk
 - ◆ Communication
 - ◆ Quality
 - ◆ Scope
 - ◆ Schedule
 - ◆ Cost
 - ◆ Staffing

Attachment 16 – Procurement Project Plan Components

Develop the following components and plans:

- 1) Project Charter
- 2) Project Proposal
- 3) Stakeholders List
- 4) Scope Statement
- 5) Project Team List
- 6) WBS / WBS Dictionary / Network Diagram
- 7) Time Estimate
- 8) Cost Estimate
- 9) Schedule
- 10) Budget
- 11) Project Management Plans:
 - ◆ Risk
 - ◆ Communication
 - ◆ Quality
 - ◆ Scope
 - ◆ Schedule
 - ◆ Cost
 - ◆ Staffing
 - ◆ Procurement