MOTOR VEHICLE ADMINISTRATION (MVA)

Enterprise Content Management System RFP

(Master Contract NO. 060B6400035)

Task Order 1

Document Imaging Workflow System 2 (DIWS 2)

TORFP # V-HQ-16025-IT

STATE OF MARYLAND

MOTOR VEHICLE ADMINISTRATION (MVA)

TASK ORDER KEY INFORMATION SUMMARY SHEET

TO Title:	Document Imaging Workflow System 2 (DIWS 2)
TO Number:	V-HQ-16025-IT
TO Requesting/Billed Agency:	MVA 6601 Ritchie Hwy., NE Glen Burnie, MD 21062
TO Issue Date:	**07/27/2016**
Proposals Due Date	10/05/2016 by 2:00 PM Standard Time
TO Procurement Officer:	**Joy Abrams** Phone: (410) 787-7792 Fax: (410) 768-7090 e-mail: jabrams@mdot.state.md.us
TO Manager:	**Bruce Chaillou** Phone: (410) 787-7976 Fax: (410) 424-3101 e-mail: bchaillou@mdot.state.md.us
Send/Deliver Proposals to:	**MVA** 6601 Ritchie Hwy., NE Room 223 Glen Burnie, MD 21062 Attention: Joy Abrams
TO Type	Fixed Price and Time and Materials
TO Duration	Five (5) years base period and one (1) five-year option period
MBE Subcontracting Goal:	21 % Overall Subgoals: 7% African American 2% Hispanic 8% Women-Owned
VSBE Subcontracting Goal:	1 %

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1 GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Motor Vehicle Administration's (MVA) intent is to issue this Task Order obtain an Enterprise Content Management System ("ECMS") known as the Document Imaging Workflow System ("DIWS") 2, which will replace the MVA's existing DIWS content management system. This Task Order RFP is being issued concurrently with the issuance of the Enterprise Content Management System RFP and will be awarded concurrently with the award of the ECMS RFP.

1.2 Abbreviations and Definitions

1.2.1 For the purposes of this Task Order, the following abbreviations and terms have the meanings indicated in Table 1 Abbreviations and Definitions. Additional terms may be found in the Enterprise Content Management System RFP Section 1.2. Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP (See RFP Section 1.2).

Table 1 Abbreviations and Definitions

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

Term	Definition
Accounts Payable (AP)	MVA Accounting Division invoice approval workflow process. AP is predominantly used in Appendix 6 Accounts Payable.
Allocated SLA Credit	Compensation to the State for Contractor failure to attain any SLA Metric.
AOBJ	Agency object code. This is basically a charge code.
Automated Clearing House (ACH)	A Network of financial institutions that facilitate the electronic transfer of funds.
BPO	Branch Purchase Order
Business Domain Model	A conceptual model of the business domain that incorporates both behavior and data, using the vocabulary of the domain so that a representation of the model can be used to communicate with non-technical stakeholders.
Business Use Case	A description where an actor outside the organization is achieving a goal with respect to the organization. The description usually does not mention technology because it is focused on how the business operates.
CC'd	Carbon copied

Term	Definition
CCB	Change Control Board
COMAR	Code of Maryland Regulations available on-line at www.dsd.state.md.us.
Content Type (or Document Type)	An object type used for representing the information (i.e., metadata) associated with a document, image or other content. The object type consists of a set of attributes and behaviors, some of which may have been inherited from an ancestor type. A Content Type is also referred to as a document type or doctype.
Contract	The contract awarded to the Contractor in connection with the Enterprise Content Management System RFP
Contractor	The entity awarded to the Enterprise Content Management System RFP
DBM	Department of Budget and Management
Deliverable	An element of this Task Order that has defined acceptance criteria, and which may be subject to verification and validation procedures initiated by the MVA.
Deliverable Expectation Document (DED)	The document that captures the approved acceptance criteria for one or more Deliverables.
Deliverable Product Acceptance Form (DPAF).	This form is to be completed upon Deliverable acceptance by the State prior to invoicing for the Deliverables.
Division	Work unit of the MVA that performs similar work functions, e.g., Administrative Adjudication (AAD).
Document Format (or File Format or Format)	A Document Format is a standard way that information is encoded for storage in a computer file. The Document Format specifies how bits are used to encode information in a digital storage medium. This is sometimes confused with MIME type, which is similar, but not a completely interchangeable definition.
DPPA	Driver Privacy Protection Act. See usage in Appendix 1, Section 5.9 and Appendix 11, Section 5.
EAGB	Enterprise Architecture Governance Board
EDI	Electronic Data Interchange
Enterprise Content Management System RFP or RFP	Enterprise Content Management System RFP Solicitation No. 060B6400035
Enterprise Service Bus	A software architecture model used for designing and implementing communication between mutually interacting software applications in a service-oriented architecture (SOA).

Term	Definition
Escalated (as it relates to system support ticket)	Any call made to the Help Desk that is sent to Level 2 Support. See definition of Level 2 Support.
External Systems	A source or destination of information, data or content or functionality, such as a Web service, SQL Server database, relational database, or a custom connector, that can be used in a solution.
FMIS	Financial Management Information System
Format Rendition	A translation of a document from one format to another. For example, an MS Word document may be rendered into a PDF format.
Functional Governance Board (FGB)	Identifies MVA's operational needs, defines requirements, coordinates the impact of functional changes, ensures consistency across projects and that they "functionally" fit together.
Gap Analysis	A comparison of the existing functionality of the proposed solution as it has been deployed, or is being deployed, elsewhere with the requirements of the State as documented in this TO and by the Business Use Cases. The Gap Analysis will address all functional areas, system architecture, information architecture, and system security planning.
General Auditor	A person(s) performing a General Audit.
General Audits	Audits that are often performed by legislative, MDOT, MVA, Federal and other oversight entities.
High-Level Roadmap	A high-level document that describes the overall process for the phases and iterations of the project. It describes the SDLC processes, inputs and outputs, artifacts, participant roles, and other information of the overall development approach. Note: this is not the same as the Product Roadmap.
Human Resources (HR)	MVA Human Resources Division scan and store function. Usage of HR is predominantly used in Appendix 7 Human Resources.
Implementation Plan	A formal document that describes how the system will be deployed as an operational system. The implementation procedures include migration strategies to support running parallel activities during the transition.
Integration Testing	Testing in which software components, hardware components, or both are combined and tested to evaluate the interaction between them.

Term	Definition
Interface Control Document (ICD)	Describes the interface between DIWS 2 and systems that communicate with DIWS 2.
Knowledge Transfer	The organization, creation, capture or distribution of knowledge to the agency to ensure its availability for future use.
Language Rendition	A translation or transliteration of a document from language into another language. For example, a document written in English may be rendered into a Spanish language document. Rendering does not change the version number.
LEA	Law Enforcement Agency (Agencies)
Legacy DIWS	The MVAs existing Document Imaging Workflow System, a predecessor to DIWS 2.
Legacy Migration	The migration of Operational Content and administrative content (i.e., non-Project Core System content) to DIWS 2.
Level 1 or Level 1 Support	Handles the reception of support and operation calls and is the initial point of contact for calls made to the Help Desk. Level 1 handles simple problems for which an existing solution has been documented. Level 1 staff references the knowledge base and other tools to find documented solutions for problems. Any call which Level 1 support cannot resolve is escalated to Level 2 Support.
Level 2 or Level 2 Support	This is generally reserved for desktop, laptop, and other user device support but it may also share work with Level 3. Handles resolution of problems and documentation of solutions. Level 2 performs troubleshooting, diagnosing, and resolving a ***limited range*** of technical and system usage problems. Any call which Level 2 support cannot resolve is escalated to Level 3 Support. Emergency problems may also be escalated to Level 3 Support.
Level 3 or Level 3 Support	Handles resolution of emergency problems and problems that have not been able to be resolved by Level 2 Support. Level 3 Support is staffed with individuals capable of troubleshooting, diagnosing, and resolving ***all*** technical and system usage problems either directly or by accessing related project staff.
Milestone	The completion of a point or stage specified in the SDLC corresponding to the phases identified on Line "0" for the deliverables listed on Lines 14-22 of the SDLC tab of the Price Sheet. See usage of Milestone in Section 3.12 Invoicing.
Monthly Charges	For purposes of SLA credit calculation, Monthly Charges are defined as the charges invoiced during the month of the breach for the monthly fixed services as set forth in Attachment 1, Price Sheet.

Term	Definition
Motor Vehicle Administration (MVA)	The issuer of this Task Order.
MVA Branch Office	Branch office location owned and operated by MVA.
MVA Central Operations	Central MVA office at Glen Burnie, Maryland.
MVA Project Manager	The MVA's primary point of contact for all project-related matters.
MVA Project Style Guide (Style Guide)	A reference containing sets of standards used for creating writing and designing documents, screens, help text, other user readable information, artifacts, etc. during the course of the DIWS 2 project.
MVA SDLC	An SDLC tailored to MVA operations using State of Maryland SDLC.
Normal MVA Business Hours or Business Hours	8:00 a.m. – 5:00 p.m. Monday through Friday and Saturday 8:00 a.m. – 1:00 pm except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
OAH	Office of Administrative Hearing See usage of OAH is predominantly used in Appendix 7.
Operational Content	Content that will be used by the Project Core System, currently residing in Legacy DIWS and other legacy systems
Operational Hours	6:30 a.m. – 5:30 p.m. Monday through Friday and 6:30 a.m. – 1:30 p.m. Saturday. These are the hours that DIWS 2 is expected to be available to allow the staff to perform actions necessary to allow the MVA to open for Normal MVA Business Hours and wrap up work after Normal Business Hours. Operational Hours are a superset of Normal Business Hours.
PCA	Project Cost Account See usage of PCA is predominantly used in Appendix 6.
PEP	Problem Escalation Procedure
PH	Phase, as in project phase used in accounts payable
PIA	The Maryland Public Information Act Manual (PIA) is published by the OFFICE OF THE MARYLAND ATTORNEY GENERAL, https://www.oag.state.md.us/Opengov/PIA_manual_printable.pdf
PMO	Program Management Office
Point of Contact (POC)	The individual named as the person to coordinate efforts on a particular topic.

Term	Definition
Procurement	MVA Procurement Division scan and store function. Procurement is predominantly used in Appendix 8 Procurement.
Product Roadmap	A forward-looking plan that identifies the anticipated dates for future releases of major components, support commitments and sunset dates for the product and when the product will support prerequisite and co-requisite products and platforms. See usage of Product Roadmap in RFP Section 3.4.5.1.4 and Appendix 5 Section 6.6 Roadmap. Note: this is not the same as the High-Level Roadmap.
Project Core	The work under MVA Solicitation NO. V-HQ-15072-IT / MDJ0431024701"Project Core MVA System Modernization" in which the MVA seeks to obtain system analysis, development, implementation, and support services for the modernization of the MVA's legacy computer systems.
Project Core Vendor Personnel	Personnel performing work on Project Core under the direction, whether directly or indirectly, of the Project Core Vendor.
Project Core MVA Project Manager	A specific position defined by MVA. This position has the authority to make decisions for Project Core on behalf of MVA.
Project Core System	The computer system to be developed in Project Core.
Project Core Vendor	The vendor awarded the Project Core contract.
Project Startup Tasks	Those tasks defined in Section 4.2 of this Task Order 1 (DIWS 2) Appendix 1.
QM	Quality Management
RBAC	Role Based Access Control
Record	A record represents proof of existence and that can be used to recreate or prove state of existence, regardless of medium or characteristics. A record is either created or received by an organization in pursuance of or in compliance with legal obligations, or in the transaction of business. Records can be either tangible objects, such as paper documents like birth certificates, driver's licenses, and physical medical x-rays, or digital information, such as electronic office documents, data in application databases, web site content, and electronic mail (email).[1]

[1] ARMA International. "Glossary of Records and Information Management Terms, 3rd Edition". ARMA International. Retrieved September 2013

Term	Definition
Redaction Rendition	A document that has certain information redacted, but is the same as the unredacted version of the document.
Regression Test(ing)	In software maintenance, the rerunning of tests that previously executed correctly in order to detect errors introduced by the maintenance activity.
Release Plan	A document that describes how the DIWS 2 System will be divided into multiple releases and the order in which those releases will be deployed. Each release is described in terms of functionality, dependencies on other releases, and approach to data/document conversion and synchronization. Further details are found in Appendix 1, Section 4.1 Release Planning
Rendering	The act of creating a Rendition or a document.
Rendition	A translation or interpretation of a document into another format or language, or Redaction Rendition.
SDLC	System development life cycle. See also Maryland SDLC (in RFP Section 1.2 Abbreviations and Definitions and TO section 3.3.1 Required Project Policies, Standards, Guidelines and Methodologies). See also Task Order 1 (DIWS 2) Appendix 2 Section 4.2.2 Proposed SDLC methodology.
Security or Security Measures	The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
Security Test(ing)	A formal test performed on an operational system, based on the results of the security risk assessment in order to evaluate compliance with security and data integrity guidelines, and address security backup, recovery, and audit trails.
SLR	Service Level Requirements
SOA	Service-oriented architecture
SSN	Social Security Number
Staffing Plan	A document that describes when and how personnel will be brought onto and transitioned off the project team, retention, and where they will be located. Other details related to training, succession, and other factors may also be included.

Term	Definition
Static Standard (report)	A report that does not contain any user-supplied parameters. It is static in the sense that the parameters are fixed values. A few examples of static report could include: (1) all workflows that have not shown progress in three days, (2) the 100 most frequently referenced documents within HR, (3) all invoices that have been scanned but do not have a payment attribute set, (4) all vendors that have responded to an RFP, and (5) all users that unsuccessfully attempted at access content during the past week.
Structured Data	Structured data deals with database data (Operational data) for DIWS.
Support Work Day	These are the days, Monday through Saturday, excluding State Holidays, that DIWS 2 support is required. (This term is used in the context of support such as in Table 8 SLA Requirements.)
System or DIWS 2 System	All services, activities, and Deliverables pursuant to this Task Order, including, but not limited to, Foundation Components Toolbox, Accounts Payable, Human Resources, Procurement, Legacy Migration and non-technical items such as system support. This definition of System includes all System Source Materials developed as a result of the Contract and TO Agreement.
System Test(ing)	The process of testing an integrated hardware/software system to verify that the system meets its documented requirements, including performance requirements
TBU	Transportation Business Unit
Test Analysis Report Document	The detail and summary results for each of the tests (e.g., system test, performance test). The report includes the formal documentation of the software testing as defined in the Test Plan. Identifies all tests performed, the software versions/builds that were tested, test scripts/cases/suites executed, information on those that passed and failed (including retries and fixes), test data used, the results of all testing, readiness of the system to proceed to the next stage of testing, and any other relevant information necessary to understand the test.
Title Service Agent	MVA registered business that will perform subset of MVA transactions at their location or bring in paperwork at MVA branch office location to perform transaction on behalf of customer.
TO Agreement	The agreement awarded to the successful Offeror pursuant to this Task Order, the form of which is attached to this Task Order as Appendix 13.

Term	Definition
TO Procurement Officer	The TO Procurement Officer is defined in the Key Information Summary Sheet above.
Toolbox	This refers to the capabilities, functionality, and non-functional requirements, as described in Appendix 5 Toolbox, that form the foundation of DIWS 2. All other DIWS 2 applications and functionality (e.g., Appendices 6, 7, 8, and 10) are built on the Toolbox.
Transition-Out Plan	A plan that addresses the transition-out activities as specified in Section 3.3.3 TO Transition-Out Requirements. This plan includes those activities for technical, business, and administrative support to ensure effective and efficient end-of-Task Order transition ("Transition-Out") to the State or a third party. The Transition-Out Plan is a Table 10 Project Closure artifact.
Turnover Plan	A plan that provides details on the approach for system turnover, risk factors identification, identifies relevant documentation, and schedule of activities for turning over the system for support by the State or other contractors.
Unit Test Plans	The detailed scripts used in the Development and Test Phases for evaluating the completeness and correctness of the smallest parts of the system and the components created from those parts. The test scripts are more specific than the Test Master Plan, which is high-level and more focused on processes.
Unit Test(ing)	In testing, the process of ensuring that the software unit executes as intended; usually performed by the developer.
Unstructured Content	Information that either does not have a pre-defined data model or is not organized in a pre-defined manner with regards to structure. This is typically text-focused, image focused, or multimedia focused, but may contain data such as dates, numbers, and facts as well.
Use Case Analysis	The process by which Business Use Cases are identified and defined. See related term, Use Case Analysis Document.
Use Case Analysis Document	The collection of all of the Business Use Cases identified and defined as a result of Use Case Analysis.
User Guide (System User Guide, user manual)	Describes to end users how to make full use of DIWS 2 including system functions and capabilities, contingencies and alternate modes of operation, and step-by-step procedures for system access and use. See additional information on the System User Guide in Appendix 12 Documentation Requirements, Section 2.1.5 System User Guide.

Term	Definition
VIN	Vehicle Identification Number
Warranty Period	The period described in Section 3.3.8 Warranty Period.
Work Order	A subset of work authorized by the TO Manager performed under the general scope of this Task Order, which is defined in advance of Contractor fulfillment, and which may not require a TO Agreement modification. Except as otherwise provided, any reference to the TO Agreement shall be deemed to include reference to a Work Order.
Working Day(s)	Same as "Business Day"
WRS	Web Retrieval System. The WRS is a browser-based user interface for Legacy DIWS.

1.3 Task Order Type

This Task Order shall be for a firm fixed price with the option for time and materials work in accordance with COMAR 21.06.03.02 and 21.06.03.05. MVA intends to issue multiple NTPs to the Contractor for each authorized scope of work. NTPs will be issued authorizing the Contractor to proceed with each phase and release of the DIWS 2 project as the Contractor demonstrates successful completion of prior phases and releases. Additionally, Work Orders may be issued by MVA consistent with the general scope of this Task Order.

1.4 TO Agreement Duration

1.4.1 The Task Order shall start from the date of full Task Order Agreement (Appendix 13) execution by the parties.

1.4.2 As of the NTP Date, the Contractor shall perform all activities required by the Task Order, including the requirements of this TORFP, and the offerings in its TO Technical Proposal, for the compensation described in its TO Financial Proposal.

1.4.3 The Task Order shall be for five (5) years from the start date. The State, at its sole option, may renew the term of the Task Order through one (1) additional five year renewal period for a total potential Task Order length of up to ten (10) years.

1.4.4 TO AGREEMENT DURATION

In accordance with BPW Advisory 1995-1, in the event there are unspent funds remaining on the TO Agreement, prior to the TO Agreement's expiration date the TO Procurement Officer may modify the TO Agreement to extend the TO Agreement beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the TO Agreement (e.g., eight-month extension on a two-year contract) for the performance of work within the Task Order's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Task Order in connection with any such extension.

1.5 TO Procurement Officer

The sole point of contact in the State for purposes of this TORFP prior to the award of a contract is the TO Procurement Officer as listed in the Key Information Summary Sheet.

The MVA may change the TO Procurement Officer at any time by written notice.

1.6 TO Manager

The TO Manager is listed in the Key Information Summary Sheet.

MVA may change the TO Manager at any time by written notice.

1.7 Contractor Personnel

A. Key Personnel

As stated in Enterprise Content Management System RFP Section 1.23, the following DIWS 2 Task Order positions, to be identified in the RFP Technical Proposal, are considered Key Personnel, and shall be required to meet the qualifications stated in RFP Section 3.5 Labor Categories and Qualifications, and RFP ATTACHMENT U - LABOR CATEGORIES.

1. Project Manager (Program Manager)
2. Lead Application Architect (Application Architect, Senior)
3. Lead for Software Development (Project Manager, Technical)
4. Lead for Content Migration (Project Manager, Technical)

1.8 Minority Business Enterprise (MBE) Participation Goal

1.8.1 Establishment of Goal and Subgoals

An overall MBE subcontractor participation goal has been established for this Task Order as identified in the Key Information Summary Sheet, representing a percentage of the total TO Agreement dollar amount.

In addition, the following subgoals have been established for this Task Order:

A. (African-American subgoal percentage) 7% for African-American MBEs,
B. (Asian-American subgoal percentage) 0% for Asian-American MBEs,
C. (Hispanic-American subgoal percentage) 2% for Hispanic-American MBEs, and
D. (Woman-Owned subgoal percentage) 8% for Woman-Owned MBEs.

1.8.2 APPENDIX 14 MDOT MBE Form A and APPENDIX 14 MDOT MBE Form B – The following Minority Business Enterprise participation instructions, and forms are provided:

A. APPENDIX 14 MDOT MBE Form A Certified MBE Utilization and Fair Solicitation Affidavit

B. APPENDIX 14 MDOT MBE Form B MBE Participation Schedule

C. APPENDIX 14 MDOT MBE Form C Outreach Efforts Compliance Statement

D. APPENDIX 14 MDOT MBE Form D MBE Subcontractor Project Participation Affidavit

E. APPENDIX 14 MDOT MBE Form E Good Faith Efforts Guidance and Documentation

1.8.3 An Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (APPENDIX 14 MDOT MBE Form A and APPENDIX 14 MDOT MBE Form B) whereby:

A. The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and

B. The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.

If an Offeror fails to submit a completed APPENDIX 14MDOT MBE Forms A and B with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.

1.9 HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this Task Order.

1.10 Veteran-Owned Small Business Enterprise Goals

1.10.1 Notice to Offerors

Questions or concerns regarding the Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal of this solicitation must be raised before the due date for TO Response.

1.10.2 Purpose

The Contractor shall structure its procedures for the performance of the work required in this Task Order to attempt to achieve the VSBE subcontractor participation goal stated in this solicitation. VSBE performance must be in accordance with this section and APPENDIX 15 VETERAN-OWNED SMALL BUSINESS ENTERPRISE, as authorized by COMAR 21.11.13. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and APPENDIX 15.

1.10.3 VSBE Goals

An overall MBE subcontractor participation goal of the total Task Order Agreement dollar amount has been established for this TO procurement as identified in the Key

Information Summary Sheet.

By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the Task Order will be performed by verified veteran-owned small business enterprises.

In 2015, Maryland amended COMAR 21.11.13.05 as part of its Veteran-Owned Small Business Enterprise (VSBE) program concerning VSBE primes. This amendment, which became effective March 6, 2015, allows an agency to count the distinct, clearly defined portion of work that a certified VSBE performs with its own work force toward meeting up to one-hundred (100%) of the VSBE goal established for a TO procurement. Please see the attached VSBE forms and instructions.

In order to receive credit for self-performance, a VSBE Prime must list its firm in the VSBE Prime/Subcontractor Participation Schedule (APPENDIX 15 Attachment M-1) and include information regarding the work it will self-perform. For any remaining portion of the VSBE goal that is not to be performed by the VSBE Prime, the VSBE Prime must also identify verified VSBE subcontractors used to meet the remainder of the goal.

1.10.4 Solicitation and TO Agreement Formation

An Offeror must include with its Proposal a completed Veteran-Owned Small Business Enterprise Utilization Affidavit and Subcontractor Participation Schedule (APPENDIX 15 Attachment M-1) whereby:

A. The Offeror acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If the Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal.

B. The Offeror responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of Proposal submission. The Offeror shall specify the percentage of TO Agreement value associated with each VSBE subcontractor identified on the VSBE Participation Schedule.

If an Offeror fails to submit APPENDIX 15 Attachment M-1 with the Proposal as required, the TO Procurement Officer may determine that the Proposal is not reasonably susceptible of being selected for award.

1.10.5 Within 10 Working Days from notification of recommended award, the awardee must provide the following documentation to the TO Procurement Officer.

A. VSBE Subcontractor Participation Statement (APPENDIX 15 Attachment M-2);

B. If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07

C. Any other documentation required by the TO Procurement Officer to ascertain Offeror responsibility in connection with the VSBE subcontractor participation goal.

If the apparent awardee fails to return each completed document within the required

time, the TO Procurement Officer may determine that the apparent awardee is not reasonably susceptible of being selected for award.

1.10.6 The Contractor, once awarded the Task Order shall:

A. Submit monthly by the 10th of the month following the reporting period to the TO Manager and MVA VSBE representative a report listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice, and the reason payment has not been made (APPENDIX 15 Attachment M-3).

B. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly by the 10th of the month following the reporting period to the TO Manager and MVAVSBE representative a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices (APPENDIX 15 Attachment M-4).

C. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the Task Order, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the TO Procurement Officer on request.

D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. The Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the Task Order Agreement.

E. At the option of the TO Procurement Officer, upon completion of the Task Order Agreement and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

1.11 Retainage

1.11.1 Ten percent (10%) of the gross amount of each Fixed Price Deliverable invoiced by the Contractor shall be retained by the State. Retained amounts shall be released as set forth in Section 3.12 Invoicing. Retainage only applies to Price Sheet, Deliverables tab, lines 14-23 and as identified in change orders.

1.12 TO Performance Bond

1.12.1 The Offeror shall deliver a Performance Bond, or other suitable security, to the State within five (5) working days after notification of RFP recommended award in the amount of 100% of the fixed price proposed for the TO Agreement, guaranteeing that the Contractor shall well and truly perform the TO Agreement.

1.12.2 The Performance Bond shall be in the form provided in APPENDIX 16

PERFORMANCE BOND and underwritten by a surety company authorized to do business in the State and shall be subject to approval by the State, or other acceptable security for bond as described in COMAR 21.06.07, as summarized in 1.12.3.

1.12.3 The Performance Bond shall be maintained throughout the term of this TO Agreement, and renewal option period, if exercised. Evidence of renewal of the Performance Bond and payment of the required premium shall be provided to the State. This Performance Bond shall also secure liquidated damages.

Acceptable security for a Performance Bond is limited to:

A. A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;

B. A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;

C. Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;

D. An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer.

1.12.4 The Performance Bond may be renewable annually. The Contractor shall provide to the State, 30 days before the annual expiration of the bond, confirmation from the surety that the bond will be renewed for the following year. Failure to timely provide this notice shall constitute an event of default under the Task Order. Such a default may be remedied if the Contractor obtains a replacement bond that conforms to the requirements of the Task Order and provides that replacement bond to the State prior to the expiration of the existing Performance Bond.

1.12.5 The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item.

1.12.6 After the first year of the Task Order, the Contractor may request a reduction in the amount of the Performance Bond. The amount and the duration of the reduction, if any, will be at the MVA's sole discretion. If any reduction is granted, the MVA shall have the right to increase the amount of the Performance Bond to any amount, up to the original amount, at any time and at the MVA's sole discretion.

1.13 LIMITATION OF LIABILITY

The Contractor's liability is limited in accordance with Section 7.1 of the Contract. TO Contractor's liability for this Task Order is limited to two (2) times the total TO Agreement amount.

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2 COMPANY AND PERSONNEL QUALIFICATIONS

See RFP Section 2.

3 TO SCOPE OF WORK

3.1 Background and Purpose

The MVA wishes to convert the current client-based Legacy DIWS to a new browser-based technology incorporating a business rules engine and workflow engine using compatible application development tools. This project is known as DIWS 2. All Unstructured Content and metadata currently stored in Legacy DIWS, DLS and other current MVA applications will need to migrate to the new DIWS 2 as part of this Task Order. DIWS 2 migration details are more fully set forth in Appendix 9.

The current Legacy DIWS is due for a technical upgrade and the addition of certain enhancements in order to meet changing business requirements. In addition, MVA is undergoing a system modernization effort with which Legacy DIWS must integrate. The Project Core System will streamline MVA core functions of vehicle titling and registration, driver license issuance, driver wellness and safety functions, business and driver school licensing and driver enforcement. DIWS 2 will need to integrate and store all Unstructured Content produced by the Project Core System.

This Task Order describes the broad scope of enterprise business functions which the system must support including:

- Training Requirements (Appendix 4)
- Enterprise Content Management Toolbox requirements (Appendix 5)
    - General ECM functionality
    - Performance
    - Capacity
- Applications:
    - Accounts Payable (Appendix 6)
    - Human Resources (Appendix 7)
    - Procurement (Appendix 8)
- Legacy Migration Requirements (Appendix 9)
- External System Integration (Appendix 10)
- Technical Requirements (Appendix 11)
- Documentation Requirements (Appendix 12)

Offerors should consider the activities that are necessary to support integration with Project Core. This relates to those activities required for migration (e.g., Appendix 9) and external system integration (e.g., Appendix 10). For migration, the Offeror must incorporate into its Proposal not only the content migration activities, but also working with the Project Core Vendor and with other vendors responsible for the legacy systems where content currently resides.

For external system integration, there are multiple integration projects that will be taking place. The Offeror must incorporate into its Proposal the creation of the DIWS 2 external interface and providing assistance to the Project Core Vendor and others that will be using the external system

interface in their development, test, training, and production environments.

3.2 Agency / Project Background

3.2.1 MVA Background

The MVA plays a vital role in ensuring mobility for Maryland residents and road users. Maryland lies in a central location along the Eastern seaboard and its transportation network is critical to linking the regional and national economies. As one of the five TBUs in the Maryland Department of Transportation (MDOT), the more than 1,600 MVA employees conduct the following tasks:

- License all commercial and non-commercial drivers
- Register and title vehicles
- Issue photo identification for non-drivers
- Conduct driver and motorcycle safety programs
- Protect the integrity and security of personal licensing, driver and vehicle records
- Administer the mandatory insurance compliance program
- Inspect Maryland's school buses
- Regulate driving schools, motor vehicle dealers and sales
- Ensure air quality through the vehicle emissions inspection program
- Reduce and prevent motor vehicle related crashes, injuries and fatalities through education, enforcement and engineering countermeasures.

This is a monumental undertaking, made more so by the challenges of an ever-growing population, increases in vehicle miles of travel, threats to information security, aging information technology infrastructure, and most recently, instability in today's economy.

Currently, the MVA maintains a large physical presence across the State. The MVA serves its customers through a network of customer service offices, including the headquarters in Glen Burnie and 24 field offices; electronic services, including 41 eMVA kiosks and the Internet; a telephone customer service center; a mobile service center that travels throughout the State; 18 motorcycle safety training centers; and 18 Vehicle Emissions Inspection stations. The MVA also operates vehicle registration services at 12 county treasurers' offices, and serves 750 Electronic Registration and Titling (ERT) participants and 130 title service agencies.

In addition, the Maryland Highway Safety Office (MHSO) has a local outreach program called the "Regional Traffic Safety Program". This consists of traffic safety coordinators in nine regions that represent Maryland's 23 counties and Baltimore City. They are responsible for educating the public and promoting safe driving behaviors using a data driven approach.

3.2.2 MVA DIWS Storage usage, Retrieval time, Number of Images Retrieved and Number of Documents Indexed.

The following metrics and transaction volumes describe the general size and response times of the DIWS MVA operations. Structured and Unstructured data Usage is defined in Table 2 Structured and Unstructured data Usage**.**

Table 2 Structured and Unstructured data Usage

Year	Used Space (TB)
2008	13.92
2009	14.22
2010	14.26
2011	15.62
2012	16.5
2013	17.42
2014	17.68

Retrieval Time is defined in Table 3 Retrieval Time**.**

Table 3 Retrieval Time

Retrieval Time		
Year	Average First Page (Seconds)	Average Page Turn (Seconds)
2008	1.25	0.06
2009	0.56	0.05
2010	0.37	0.05
2011	0.35	0.05
2012	0.28	0.04
2013	0.29	0.05
2014	0.38	0.05

Approximate Number of Images Retrieved Annually is defined in Table 4 Number of Images Retrieved Annually**.**

Table 4 Number of Images Retrieved Annually

Division	2008	2009	2010	2011	2012	2013	2014
Vehicle Services	1,565,000	1,507,000	1,236,000	1,562,000	1,642,000	1,324,000	1,255,000
Administrative Adjudication	642,000	652,000	473,000	763,000	646,000	358,000	374,000
Driver Wellness & Safety	458,000	499,000	428,000	364,000	359,000	364,000	384,000
Insurance Compliance	12,000	43,000	38,000	29,000	36,000	37,000	29,000
Driver Services	4000	1000	3000	2000	12,000	19,000	29,000

Division	2008	2009	2010	2011	2012	2013	2014
Driver Instructional Services	19000	57000	178000	28000	49000	66000	39000
Accounts Payable	6,000	5000	9000	14000	22,000	37,000	45,000
Revenue Reporting	1000	1000	2000	1000	1000	1000	1000
Accounts Receivable	1000	1000	61,000	121,000	103,000	87,000	44,000

Approximate Number of Documents Indexed Annually is defined in Table 5 Number of Documents Indexed Annually**.**

Table 5 Number of Documents Indexed Annually

Division	2008	2009	2010	2011	2012	2013	2014
Vehicle Services	1,491,000	1,762,000	1,601,000	1,538,000	1,449,000	1,951,000	2,052,000
Administrative Adjudication	152,000	147,000	251,000	266,000	247,000	278,000	341,000
Driver Wellness & Safety	270,000	196,000	226,000	233,000	232,000	207,000	211,000
Insurance Compliance	385,000	207,000	244,000	206,000	197,000	171,000	205,000
Driver Services	1000	9000	1000	2000	195,000	385,000	255,000
Driver Instructional Services	2000	5000	2000	4000	2000	2000	7000
Accounts Payable	13,000	12000	12000	12000	16,000	21,000	20,000
Revenue Reporting	8000	9000	9000	9000	8000	8000	5000
Accounts Receivable	6000	5000	21,000	25,000	23,000	19,000	18,000

3.2.3 Project Background

Legacy DIWS is the legacy enterprise content repository for MVA for all Unstructured Content and documents other than check images and driver's license images. DIWS manages terabytes of document and workflow information. "Document" is a generic term for traditional Microsoft Word documents, document templates, images, multimedia formats, inbound and outbound faxes, correspondence, inbound and outbound e-mails, and similar items. The four most common Document Formats in Legacy DIWS are TIFF, DOC, PDF, and JPEG (see Task Order 1 (DIWS 2) Appendix 9 Legacy Migration, Section 2.6.1 Content Inventory for counts and percentages of these Document Formats).

DIWS 2 is the subject of this TO. All Unstructured Content in Legacy DIWS is anticipated to be migrated to DIWS 2 (Legacy Migration), with the possible exception of content that is eliminated as a consequence of content cleansing during the migration process. Legacy DIWS

will be sunset in phases as DIWS 2 functionality goes into production.

The Contractor will be required to migrate existing data and content stored in Legacy DIWS and other repositories to DIWS 2 (along with content from other systems as identified in Appendix 9). This content consists of data for all MVA functions including but not exclusive to Vehicle Services, Driver Wellness & Safety, Administrative Adjudication, Accounts Payable, Human Resources and Procurement. Much of the workflows built and utilized in day-to-day operations will become functions of the new MVA modernization project, Project Core.

The goal of this project is to replace the current client based Legacy DIWS application with a new browser-based technology incorporating a business rules engine and workflow engine using compatible application development tools which support:

- Accounts Payable
- Human Resources
- Procurement
- Future Administrative Applications

Accounts Payable (AP) operations within the MVA use Legacy DIWS for scanning, storing, retrieval and workflow functionality. The DIWS 2 System shall support all AP–related imaging activities for the following areas:

- Scan, Index and Verify
- Receiving Email Notifications
- Retrieving Documents
- Invoice Approval, Rejection, Reissue and Partially Approved

Human Resources (HR) operations use Legacy DIWS for scanning, storing, retrieval and workflow functionality. The DIWS 2 System shall support all HR-related imaging activities for the following areas:

- Scan, Index and Verify
- Retrieving Documents
- Auto and Manual Indexing
- Appraisal Process

The **Procurement** division of the MVA is currently in the process of implementing scan, store and retrieve functionality within Legacy DIWS. DIWS 2 will provide all the enhancement functionality for Procurement to meet the evolving business needs. It is anticipated that the scan, store and retrieval functionality, along with the scanning and indexing of the procurement documents will be completed prior to the DIWS 2 being awarded. Since the MVA will have experience with the scan, store and retrieval functionality, some minor changes are likely based on the experience from scanning the legacy paper documents.

The process/workflows, integration, reports, and other functionality identified in Appendix 8 will need to be completed when the scan and store functionality is built in DIWS 2. The Unstructured Content will also need to be migrated.

Toolbox Requirements address the general needs for handling the content and the numerous ways that content can reach DIWS 2. The Task Order 1 (DIWS 2) Appendix 5 is organized into four main categories that group requirements into requirement families. This organization is intended to provide a manageable organization and is not intended to favor any particular vendor. The four categories are generally described as:

- **Capture Functionality Requirements** – Nearly all ECM vendors provide functionality for capturing scanned images, faxes, e-mail, and other content. This is where many of the requirements that may be unique to capture functionality are located.
- **Common ECM Requirements** – Describes the more general functionality that is found in both the capture subsystem and the traditional content management system.
- **ECM Advanced Requirements** – Describes the ECM functionality that is likely to be located exclusively outside the capture subsystem.
- **Nonfunctional Requirements** – Describes the nonfunctional requirements that span both the capture subsystem and the traditional ECM system.

Legacy Migration involves the migration of Operational Content and administrative content (i.e., non-Project Core System content) to DIWS 2. Operational Content migration is discussed in Task Order 1 (DIWS 2) Appendix 9 Legacy Migration. Administrative content migration is discussed in Task Order 1 (DIWS 2) Appendix 6 Accounts Payable, Appendix 7 Human Resources and Appendix 8 Procurement.

External System Integration is the collection of functionality that DIWS 2 provides as a general purpose interface for other applications and External Systems to interact with DIWS 2. (See Appendix 10 External Systems Integration.) One of these External Systems is the Project Core System, which will use DIWS 2 to capture, receive, store, retrieve, manage, transmit and process Unstructured Content in the DIWS 2 repository. DIWS 2 shall support the Project Core System and other External Systems with similar needs by providing, supporting and maintaining an interface. At a high level, the DIWS 2 interfaces are external system enablers for:

- Capturing and retrieving content
- Capturing solicited and unsolicited correspondence
- Manually verifying content
- Assembling and publishing documents
- Deleting content
- Changing content retention periods
- Creating redacted contents
- Modifying metadata (including security)
- Transmitting content
- Searching for content

3.3 General Requirements

3.3.1 Required Project Policies, Standards, Guidelines and Methodologies

The 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. It is the responsibility of the Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

A. The State of Maryland System Development Life Cycle (Maryland SDLC) at: www.DoIT.maryland.gov - keyword: SDLC;

B. The State of Maryland Information Technology Project Oversight at: www.DoIT.maryland.gov - keyword: IT Project Oversight;

C. MVA SDLC and PMO guidelines which are tailored to MVA operations using State of Maryland SDLC and project oversight standards which include, but are not limited to, usage of the MVA processes and tools for Status Reporting Requirements, Risk and Issue tracking, Deliverable Tracking, and Schedule Management;

D. The Project Management Body of Knowledge (PMBOK) at http://www.pmi.org/PMBOK-Guide-and-Standards.aspx;

E. CMMI® for Development, Version 1.3+;

F. ITIL 2011 Edition; and

G. MVA Project Style Guide – to be developed collaboratively with the Contractor throughout the project. See also Section 3.9.2 Deliverable Acceptance and DED, item **C**.

Any exceptions to compliance with any of the above policies, guidelines, and methodologies shall first be approved by the TO Manager.

3.3.2 TO Transition-In Requirements

Project Management and SDLC startup activities are described in the following two appendices:

1. Appendix 1 – Contractor Responsibilities & Duties: Project Execution
2. Appendix 2 – Contractor Responsibilities & Duties: Project Management

3.3.3 TO Transition-Out Requirements

3.3.3.1 Upon the TO Procurement Officer's written notice, the Contractor shall support requested activities in this section for technical, business and administrative support to ensure effective and efficient end-of-Task Order transition (Transition-Out) to the State or a third party, e.g., a successor contractor, as directed by the TO Manager. Examples of these activities include a final debriefing meeting to include a current status report of all Deliverables on the project, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices.

3.3.3.2 The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as

directed by the TO Manager.

3.3.3.3 The Contractor shall provide a draft Transition-Out Plan 120 Business Days in advance of the TO Agreement end date, and a final Transition-Out Plan 60 Business Days in advance of the TO Agreement end date.

3.3.3.4 The Contractor shall ensure all documentation and data including, but not limited to, System Source Materials and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the TO Manager.

3.3.3.5 If the Contractor is providing or managing any hosted services, the Contractor shall provide copies of current daily and weekly back-ups to the State or a third party as directed by the TO Manager as of the final date of transition, but no later than the final date of the TO Agreement.

3.3.3.6 The Contractor shall ensure the transfer to the TO Manager of all training materials, tools, processes, databases, environments, mechanisms, registrations, training histories, and LMS's, for training users, administrators, MVA technical staff, and instructors on the use, operation, and support of the system. This shall be consistent with Task Order (DIWS 2) Appendix 4 Training Requirements.

3.3.3.7 The Transition-Out Plan shall address at a minimum the following areas:

1. Staffing and any staffing concerns/issues related to the closeout of the TO Agreement;
2. Communications Plan updates which includes the reporting process between the Contractor and the TO Manager;
3. Outstanding Security requirements or future security considerations;
4. All hardware/software inventory;
5. Connectivity services requirements or activities with approximate timelines for Transition-Out;
6. Lessons learned exercise and reporting;
7. Plans for completion of any unfinished work items (including open change requests, and known bug/issues); and
8. Further requirements for Knowledge Transfer are detailed in Appendix 4 – Training.

3.3.3.8 The Contractor shall also provide a Turnover Plan, which details the approach for system turnover, risk factors identification, listing of artifacts and schedule of activities for turnover of the system for support by the State.

3.3.3.9 Project Closure

When implementation is completed for each project (or sub-project) and before the Warranty Period has ended, the Contractor shall ensure that the project is closed successfully, while following the same activities as detailed in the Transition-Out Plan, and as prescribed by the PMI PMBOK, or by the PMO guidelines.

3.3.4 Contractor-supplied Hardware, Software, and Materials

3.3.4.1 The Offeror shall propose all hardware and software products to implement the

proposed solution. The Offeror will provide pricing for each component.

3.3.4.2 The Offeror shall provide the manufacturer's standard warranty for all items. Any warranty period for products and services will not commence until acceptance of the products or services by the MVA. All defective items must be replaced at no additional cost to the State.

3.3.4.3 While the State anticipates performing some hardware and workstation refreshes during the TO Agreement period of performance, the State does not anticipate a full replacement of any hardware and standard software to be explicitly part of the scope of this DIWS 2 project unless identified as necessary by the Offeror.

3.3.4.4 The State currently expects hardware such as scanners, cameras, barcode readers, workstations, signature pads, and kiosks to be furnished by the State.

3.3.4.5 The Offeror shall, as part of its proposal, identify any open source products along with the associated licenses. For any open source software recommended, the Offeror shall also identify a suitable non-open source equivalent, the pricing and license model for same, and if appropriate any additional implementation costs for using this equivalent.

3.3.4.6 The Contractor shall adhere to the following development constraints unless the MVA Project Manager relieves the constraint:

1. Implement DIWS 2 SOA-related services hosted using .Net.

3.3.5 Travel Reimbursement

Travel costs will not be reimbursed under this Task Order.

3.3.6 Contractor Responsibilities and Duties: Project Execution

3.3.6.1 System Development

The Contractor shall implement and execute a full system development life cycle necessary to deliver the DIWS 2 System in phases and place it into production. The Contractor shall follow its proposed SDLC (see Appendix 2 Section 4.2.2) which must be complete and proven successful in other projects.

See Appendix 1 – Execution Requirements for additional requirements.

3.3.6.2 Project Management

The Contractor shall perform all project management activities necessary to guide the project. Activities shall be consistent with the PMI Project Management Body of Knowledge (PMBoK) and other standards as referenced in Section 3.3.1 Required Project Policies, Standards, Guidelines and Methodologies.

See Appendix 2 – Project Management for additional requirements.

3.3.6.3 Operations and Maintenance

The Contractor shall support and maintain the DIWS 2 System from the beginning of the project, through the Warranty Period (see Section 3.3.8 Warranty Period).

The Contractor shall continue to support and maintain the DIWS 2 System from the end of the Warranty Period until the end of the term of the Task Order, and any renewals, as

indicated on the Task Order Key Information Summary Sheet.

See Appendix 3 – System Support for additional requirements.

3.3.6.4 Training

The Contractor shall prepare and execute a Training Plan and Knowledge Transfer Plan sufficient to train support staff, MVA trainers, and some users. End users shall be trained by MVA trainers. The Contractor prepare of all training materials.

See Appendix 4 – Training Requirements for additional requirements.

3.3.7 DIWS 2 System Requirements

DIWS 2 System components and functionality are described in Table 6 Components and Functionality.

It is the Contractor's responsibility to identify and fully implement all requirements as identified in this Task Order including all appendices and amendments, and those requirements defined during the execution of the project.

Table 6 Components and Functionality

Appendix	Title/Topic	Brief Description
5	Toolbox Requirements	A collection of capabilities that are intended to provide a foundation for DIWS 2.
6	Functional Requirements: Accounts Payable	A scan, store and retrieve functionality where all the invoices are converted into electronic images upon receipt at the MVA, and routed through a workflow for verification and approvals of invoices.
7	Functional Requirements: HR	A scan, store and retrieve functionality where all the HR documents are converted into electronic images upon receipt at the MVA.
8	Functional Requirements: Procurement	The Procurement division of the MVA currently does *not* have scan, store and retrieve functionality. DIWS 2 will provide these capabilities for Procurement to allow the business area to meet the organization's business needs.
9	Legacy Migration Requirements	Involves the migration of the Legacy DIWS operational content from Legacy DIWS and other repositories to DIWS 2 and coordination with the Project Core Vendor.
10	DIWS External System Integration	External Systems are expected to use DIWS 2 for storing and managing all Unstructured Content and documents other than check images and driver's license images. DIWS 2 shall support the external system and other systems with similar needs by providing, supporting and maintaining an interface.
11	Technical Requirements	Outlines the architectural design constraints, directives, qualities, and other technical requirements for the project that must be included in the proposed DIWS 2 solution. It also captures attributes and characteristics of the system development process, which ensures that it is well aligned with system and design goals.
12	Documentation	A complete set of user, administration and system documentation shall be developed and kept current throughout the life of the project.

3.3.8 Warranty Period

The Warranty Period for DIWS 2 shall start when the first release of software has been

successfully moved into production. The Warranty Period ends one (1) year after the last release of software has been successfully moved into production, all users are migrated onto DIWS 2, related Transition Phase activities are complete and approved by the MVA, and the State provides written notice of System Acceptance. The last release of the software includes all of the following components identified on the RFP Price Sheet (Attachment F-1):

a. Toolbox Basic (as defined in Appendices 5 and 11);
b. Toolbox Advanced (as defined in Appendices 5 and 11);
c. Human Resource Data Conversion, Content Migration, Verification, Synchronization and Functionality (as defined in Appendix 7);
d. Accounts Payable Data Conversion, Content Migration, Verification, Synchronization and Functionality (as defined in Appendix 6);
e. Procurement Data Conversion, Content Migration, Verification, Synchronization and Functionality (as defined in Appendix 8); and
f. External Systems Interface Development and Integration of Initial External System with DIWS2 (as defined in Appendix 10).

During the Warranty Period, the Contractor, at no additional cost to the State, shall:

a. Perform O&M Services (identified in Appendix 3), User Support and Service Desk activities, and Issue Resolution as described in Appendix 3 System Support Section 2.5 Issue Resolution.
b. Perform problem resolution and correct any identified defects in the elements of DIWS 2 for which the Contractor had implementation responsibilities according to approved requirements. System defects covered by Warranty shall include all defects preventing DIWS 2 from performing as per the approved requirements, including but not limited to (1) all defects identified with the configuration of DIWS 2; (2) all defects resulting from implementation of an approved Change Request; (3) all defects resulting from customizations, custom workflows, or interfaces developed by the Contractor; (4) all defects identified in DIWS 2 technical infrastructure and (5) issues identified with performance of the full system or individual components of DIWS 2.
c. Support the production environment with the MVA.
d. Provide enhancements to the system as available time permits.

For the purpose of satisfying the Warranty, resolution and correction of DIWS 2 defects shall include at a minimum, those defects entered in the tracking system identified in the RFP Section 3.4.4 ECMS Technical Support and Problem Tracking, excluding the lowest severity category of defects.

Prior to the Warranty Period, the Contractor shall provide operational support for DIWS 2 without additional cost to the State.

3.4 Security Requirements

3.4.1 See the Security Requirements section of the RFP.

3.5 Labor Categories and Qualifications

3.5.1 Labor Categories

To be responsive to the Enterprise Content Management System RFP, Offerors must meet the minimum qualifications for all the labor categories listed in Table 7 Labor Categories. See Enterprise Content Management System RFP Section 2 COMPANY AND PERSONNEL QUALIFICATIONS for more instructions.

Table 7 Labor Categories

Roles (Labor Category)	Position Description	Education	General Experience	Specialized experience
Project Manager (Project Manager, Senior)	As described in RFP Attachment U.	As described in RFP Attachment U.	As described in RFP Attachment U.	As described in RFP Attachment U. AND Lead at least three (3) ECM projects as the program manager or project manager. AND Led at least one (1) ECM project the size and scope of DIWS 2 as the program manager or project manager. Subcontractors cannot be used to satisfy this requirement.

Roles (Labor Category)	Position Description	Education	General Experience	Specialized experience
Lead Application Architect (Application Architect, Senior)	As described in RFP Attachment U.	As described in RFP Attachment U.	As described in RFP Attachment U.	As described in RFP Attachment U. AND Lead at least three (3) ECM projects in the role of chief architect or lead architect. AND Led at least one (1) ECM project the size and scope of DIWS 2 in the role of chief architect or lead architect. AND Led at least two (2) ECM projects using the proposed ECM COTS software in the role of chief architect or lead architect. Subcontractors may be used to satisfy this requirement.
Lead for Software Development (Project Manager, Technical)	As described in RFP Attachment U.	As described in RFP Attachment U.	As described in RFP Attachment U.	As described in RFP Attachment U. AND Project manager on at least one (1) implementation or deployment project(s) of similar size (see definition of large scale projects defined in RFP Section 2.1.1) to this project using the proposed ECM product. Subcontractors may be used to satisfy this requirement.

Roles (Labor Category)	Position Description	Education	General Experience	Specialized experience
Lead for Content Migration (Project Manager, Technical)	As described in RFP Attachment U.	As described in RFP Attachment U.	As described in RFP Attachment U.	As described in RFP Attachment U. AND Experience migrating at least 6+TB of structured content, 25+TB of Unstructured Content, and 200+ million images or documents. Subcontractors may be used to satisfy this requirement.

3.6 Performance and Personnel

3.6.1 Work Hours

A. Business Hours Support: The Contractor's collective assigned Personnel shall support DIWS 2 during Normal MVA Business Hours.

B. Non-Business Hours Support: Contractor Personnel may also be required to provide support outside of Normal MVA Business Hours in the event of IT Security emergency situations and otherwise as necessary. Hours performing activities would be billed on actual time worked at the rates proposed.

C. State-Mandated Service Reduction Days: Contractor Personnel shall be required to participate in any State-mandated Service Reduction Days as well as State Furlough Days. In this event, the Contractor will be notified in writing by the TO Manager of these details.

3.7 Problem Escalation Procedure (PEP)

3.7.1 The Contractor shall furnish the PEP to the TO Manager as described in Enterprise Content Management System RFP Section 3.8 Problem Escalation Procedure.

3.8 Service Level Agreement (SLA)

See RFP section 3.9 Service Level Agreement.

3.8.1 The SLA Activation Date for each production release under this Task Order is the date beginning 60 calendar days following its release into production (see Price Sheet, Deliverables tab, lines 14-23).

3.8.2 DIWS 2 System Performance Measures are grouped into the following categories:

A. Response time for handling problems (see Section 3.8.3 Help Desk Tickets/Problem Escalation and Table 8 SLA Requirements)

B. Performance metrics:

1. Retrieval and presentation time for an image or document (see Appendix 5 Section 6.3 Performance, Requirements 1-5, 19-21.)
2. Storage time for an image or document (see Appendix 5 Section 6.3 Performance, Requirements 8-10, 19-21.)

C. System availability

1. General (see Appendix 5 Section 6.2 Capacity, Requirement 28 and Appendix 3, Section 4.3 O&M Support Services.)
2. External interface (see Appendix 10 Section 2.8 External Interfaces, Requirement 8)

D. Recovery Time after system outage

3.8.3 Help Desk Tickets/Problem Escalation

Refer to Section 2 of Appendix 3 – System Support for general O&M requirements

A. The Contractor shall respond to support tickets related to hardware and/or software outages in accordance with the requirements in Table 8 SLA Requirements.

Table 8 SLA Requirements

Service Levels	Phone Response	On-Site Response	Response Availability	Resolution Time	Measured By
Urgent	15 minutes	1 hour if received 1 or more hours before end of Support Work Day. If after this time, the response will be by 8AM of the next Support Work Day.	5 days/week, Mon-Fri, 8am-5pm, Saturday 8am – 1pm	2 hours	Affects multiple Division and disrupts productivity.
High	1 hour	2 hours if received 2 or more hours before end of Support Work Day. If after this time, the response will be by 8AM of the next Support Work Day.	5 days/week, Mon-Fri, 8am-5pm, Saturday 8am – 1pm	4 hours	Affects a single Division and is affecting productivity.
Normal	1 hour	One Support Work Day	5 days/week, Mon-Fri, 8am-5pm, Saturday 8am – 1pm	1 Support Work Day	Affects a single user

3.8.4 Service Level Metrics and Allocated SLA Credits

The Offeror shall propose Service Level Metrics, SLA levels, an Allocated SLA Credit, and a minimum amount to be credited utilizing the table below (replace the example lines). The Offeror is encouraged to propose Service Level Metrics for each of the categories listed in Section 1 items A, B, C, and D. For each of the proposed Service Level Metrics, the Offeror shall also provide an average and not-to-exceed SLA level. For each Service Level Metric, indicate the corresponding TO requirement and the value that the Offeror is committing to. The

State will evaluate the Offerors on the quality and measurements of the proposed operational service levels.

The State is also looking for the Offeror's commitment to stated service levels in the form of SLA Credits (see Section RFP Section 3.9.4 Credit for failure to meet SLA) and a minimum dollar amount for each Service Level Metric that is not met. As part of the Proposal, the Offeror is expected to list its Service Level Metrics in the table below (replace the two (2) sample lines), and assign percentage points in the 'SLA Credit' column to be applied to the Monthly Charges.

For each Service Level Metric, the Offeror shall describe in detail how it will be measured and how it will be reported. Automated capture and reporting of the metrics is of higher value to the State.

Table 9 Service Level Requirements, Metrics, and Levels

No.	Section 3.8.4 Category	Req.	Service Level Requirement	Service Level Metric	SLA Level	Allocated SLA Credit	Minimum Dollar Amount
1	A	TO 3.8.3	Problem Response Time – Desktop and Servers	Monthly average Response Time for Problems. (Example)	<7 days	2%	$1,000
2	A	TO 3.8.3	Ticket confirmations and updates	Confirm within 15 minutes of assignment in Maximo; update support tickets within 24 hours of action on each ticket. (Example)	a single monthly instance not to exceed 12 hours	4%	$2,000
3	B.1	Appendix 5, Sect. 6.3 Req. xxx.					
4	B.2	Appendix 5, Sect. 6.3 Req. xxx.					
5	C.1	Appendix 5, Sect. 6.2 Req. xxx.					
6	C.2	Appendix 10, Sect. 2.8 Req. xxx.					
7	D						

3.8.4.1 The reductions will be cumulative for each missed Service Level Metric identified in 3.8.4 Service Level Metrics and Allocated SLA Credits. In the result of a catastrophic failure affecting the entire system, all affected SLAs shall be credited to the State. In no event shall the maximum amount payable to the State for SLA credits in any calendar month exceed 15% (The "At Risk Cap") of the Monthly Charges.

3.8.5 Escalation Procedures:

3.8.5.1 The Contractor shall provide the process and procedures that will be utilized by the State if the SLA is not met and the issue(s) require(s) escalation. This document shall include the names, titles, addresses, and telephone numbers of the persons who are to be notified. The Contractor must maintain this information with correct and current data during the period defined in Section 3.3.6.3 Operations and Maintenance.

3.8.5.2 If the Contractor must make a change to the feature(s) or function(s) in order to resolve the problem, the Contractor must notify the MVA Project Manager or designee immediately and request approval within the designated resolution time.

3.8.6 The Contractor shall ensure that all application components capture the Service Level Metrics required to measure SLA compliance. The Contractor shall provide detailed monthly reports evidencing the attained level for each SLA set forth herein.

3.8.7 The Contractor shall measure each SLA and provide detailed reports to the MVA Project Manager for each invoice period month, within five (5) business days of the end of the invoice period. (For example, for January the report is due on February 05.) Such details shall include all data necessary to fully calculate the SLA results, but at a minimum shall include total system downtime events such as:

A. The date and time of the outage

B. The duration of the outage

C. The root cause of the outage

D. The specific system component that was the cause of the outage.

E. The total time that the system was non-operational during the month for all causes

F. The total time the system was non-operational during the month for unplanned causes (excludes planned system maintenance activities)

3.9 Deliverables

Contractor will be paid for completed Deliverables. All Deliverables must have Deliverable acceptance criteria developed jointly by the MVA and the Contractor. The Contractor shall invoice the state for completed Deliverables upon acceptance of the Deliverable by the MVA, using the percentages provided in the RFP Attachment F-1 - Price Sheet. All Deliverables shall be delivered to the TO Manager or designee.

Contractor will be paid upon demonstrating that acceptance criteria have been met and gaining approval from the MVA.

3.9.1 Deliverable Submission

3.9.1.1 Unless specified otherwise, written Deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2010 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written Deliverable.

3.9.1.2 A standard Deliverable review cycle will be elaborated and agreed-upon between the MVA and the Contractor. This review process is entered into when the Contractor begins work on a Deliverable.

3.9.1.3 For any written Deliverable, the TO Manager may request a draft version of the Deliverable, to comply with the minimum Deliverable quality criteria listed in Section 3.9.3 Minimum Deliverable Quality. Drafts of each final Deliverable, except status reports, are required at least two weeks in advance of when the final Deliverables are due (with the exception of Deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a Deliverable shall comply with the minimum Deliverable quality criteria listed in Section 3.9.3 Minimum Deliverable Quality. Unless otherwise agreed upon, the State will have 10 days to review each Deliverable if there are no other Deliverables needing review by the same resources.

A. If any State review, including reviews of corrected deliverables, results in more than forty (40) questions and comments, excluding comments related to spelling, punctuation, and grammar, the State will have 10 days to review the corrected Deliverable if there are no other Deliverables needing review by the same resources.

3.9.2 Deliverable Acceptance and DED

The Contractor shall work with the MVA Project Manager to develop agreed upon acceptance criteria. Approved deliverable acceptance criteria, as documented in a DED, shall be produced for all Deliverables.

All components and artifacts of Deliverables must be included in the DED.

The Contractor shall commence work on a Deliverable or Deliverable component only after TO Manager approval of the DED for that Deliverable or Deliverable component.

Deliverables shall be governed by the following:

A. The Contractor shall subject each Deliverable to its internal quality-control process prior to submitting the Deliverable to the State for review.

1. The DED shall include detailed descriptions of each component part of a Deliverable, the standards to be used in developing the component and associated Deliverable, the process by which each will be tested for quality, the template(s) used to produce them, and the frequency of update during the TO Agreement, as well as anticipated completion point for Deliverables and components thereof.
2. Deliverable acceptance criteria shall be prepared with sufficient lead time to allow for State review and approval prior to work beginning on the actual Deliverable.

Work performed by a Contractor prior to approval of the relevant Deliverable requirements shall be at the Contractor's risk.

3. At the State's sole discretion, the State may accept and apply a DED to an additional similar Deliverable.
4. In addition to the specific acceptance criteria for each Deliverable, the Contractor shall ensure that all Deliverables are:
   a. Developed in compliance with the State's requirements,
   b. Completed within the timelines outlined in the approved Master Project Schedule,
   c. Consistent with industry best practices in terms of Deliverable completeness, clarity, and quality. All Deliverables shall be free of typographical, errors, grammatical errors, spelling errors and formatting errors.
   d. Consistent with the approved SDLC and any process/guideline documents the Contractor has developed to support quality and consistency of its Deliverables.
   e. The Contractor is fully responsible for the delivery of the scope of work defined in this Task Order regardless of the allocation across proposed Deliverables. If the Contractor is required to re-plan the delivery of in-scope requirements across Deliverables, the Contractor shall perform this re-planning at no additional charge to the MVA when such re-planning is not a result of MVA-initiated changes or significant MVA delays. Significant changes to the baseline Master Project Schedule shall take into consideration the cost to the State of extending the schedule. The State will only consider additional costs if the extension of the schedule is clearly and mutually agreed to be the fault of or request of the State.
   f. Changes to any Deliverables that have a formal approval, or those that impact key project components such as price, schedule, scope, architecture, or usability shall be presented as part of the approved change process and shall require approval by the State.

B. Approved updates to project Deliverables shall be applied within five (5) Business Days of change approval unless otherwise agreed in the Deliverable acceptance tracker by the State.

C. All Deliverables prepared by the Contractor shall follow the MVA Project Style Guide and all applicable standards. The MVA Project Style Guide will be developed collaboratively with the State and include content relevant to the style of all Deliverables ranging from documents to user interface screens. The Contractor shall provide recommendations for content and structure of the MVA Project Style Guide. The MVA Project Style Guide shall incorporate style elements from the Project Core Style Guide when these elements exist.

D. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.

E. The TO Manager will issue to the Contractor a notice of acceptance or rejection of the Deliverable in the DPAF (Enterprise Content Management System RFP Attachment R). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the Contractor shall submit a proper invoice in accordance with the procedures in Section 3.12. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

F. In the event of rejection, the TO Manager will formally communicate in writing any Deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the Deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected Deliverable for acceptance within the agreed-upon time period for correction.

3.9.3 Minimum Deliverable Quality

The Contractor shall subject each Deliverable to its internal quality-control process prior to submitting the Deliverable to the State. Each Deliverable shall meet the following minimum acceptance criteria:

1. Be presented in a format appropriate for the subject matter and depth of discussion.
2. Be organized in a manner that presents a logical flow of the Deliverable's content.
3. Represent factual information reasonably expected to have been known at the time of submittal.
4. In each section of the Deliverable, include only information relevant to that section of the Deliverable.
5. Contain content and presentation consistent with industry best practices in terms of Deliverable completeness, clarity, and quality.
6. Meets the specific acceptance criteria developed prior to beginning work on the Deliverable.
7. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
8. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written Deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written Deliverable. The draft written Deliverable shall otherwise comply with minimum Deliverable quality criteria above.

3.9.4 Deliverable Descriptions / Acceptance Criteria

All Deliverable descriptions, frequency of update, and due date are listed in Table 10 Deliverables. The Contractor may suggest other subtasks, artifacts, or Deliverables to improve the quality and success of the assigned tasks. These Deliverables are further

identified in the appendices of this Task Order.

Table 10 Deliverables

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
1	**Ongoing Monthly Project Management Activities**	Includes all project management activities which the Contractor will perform from the beginning of the project to the end of the Warranty Period. Excludes discrete Deliverables for which a one-time payment has been defined below.	Monthly Starting 30 days after NTP	Monthly	Yes
2	**Project Management Plan**	Overarching Project Management Plan, which contains a series of sub-plans. A sub-plan is one of the ten (10) PMI PMBOK areas, and may be delivered as a standalone document or individual sub-plans.	Initial Project Management Plan 60 Days from NTP	Every 6 months, unless there isn't a change in the underlying contents. Determination of change required is at the sole discretion of the MVA Project Manager.	Yes
3	**Scope and Change Management Plan**	A Project Management sub-plan. Defines and manages project scope as well as system or architectural changes for tracking progress toward completion	Initial – 60 Days from NTP	Every 6 months, unless there isn't a change in the underlying contents. Determination of change required is at the sole discretion of the MVA Project Manager.	Yes
4	**Master Project Schedule**	Overarching schedule which includes any subsidiary schedules (for sub-projects), detailing Contractor and State tasks.	Initial – 60 Days from NTP	Weekly	Yes
5	**Schedule Management Plan**	A Project Management sub-plan for creating, maintaining, and managing the Master Project Schedule and any subsidiary schedules	Initial – 60 Days from NTP	Every 6 months, unless there isn't a change in the underlying contents. Determination of change required is at the sole discretion of the MVA Project Manager.	Yes
6	**Quality Management Plan**	A Project Management sub-plan which defines the specific quality practices, resources, and processes for system development the and operational system	Initial – 60 Days from NTP	Every 6 months, unless there isn't a change in the underlying contents. Determination of change required is at the sole discretion of the MVA Project Manager.	Yes

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
7	**Resource Management Plan**	A Project Management sub-plan covering management of resources, their roles, job descriptions, background checks and training needs.	Initial – 60 Days from NTP	Every 6 months, unless there isn't a change in the underlying contents. Determination of change required is at the sole discretion of the MVA Project Manager.	Yes
8	**Communication Plan**	A Project Management sub-plan detailing communication needs, communication activities, and mechanisms.	Initial – 60 Days from NTP	Every 6 months, unless there isn't a change in the underlying contents. Determination of change required is at the sole discretion of the MVA Project Manager.	Yes
9	**Risk, Action Item, and Issue Management Plan**	A Project Management sub-plan which contains methods of identification of probable risks, mitigation and remediation strategies; as well as specification of the risk, action item, and issue repository	Initial – 60 Days from NTP	Every 3 months, unless there isn't a change in the underlying contents. Determination of change required is at the sole discretion of the MVA Project Manager.	Yes
10	**Project Closure artifacts**	Details the method for ensuring the project is closed or transitioned out successfully	120 Days prior to Project or Sub-Project closure	Once, unless there is a correction or change needed as deemed by the MVA Project Manager.	Yes
11	**Training Plan**	Outlines training needs for end users on the new or enhanced information system.	Per schedule for each release	Updated for every planned release, unless there isn't a change in the underlying contents. Determination of change required is at the sole discretion of the MVA Project Manager.	Yes
12	**Capacity Assessment and Planning Document**	Includes the full analysis and plan as described in Appendix 1.	120 Days from NTP	Every 6 months and for every planned release, unless there isn't a change in the underlying contents. Determination of change required is at the sole discretion of the MVA Project Manager.	Yes
13	**Disaster Recovery Plan**	Includes the full Disaster Recovery Plan as described in Appendix 11**.**	240 Days from NTP	Every 6 months and for every planned release, unless there isn't a change in the underlying contents. Determination of change required is at the sole discretion of the MVA Project Manager.	Yes

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
14-15	**Toolbox**	Includes all analysis, planning, design, implementation, testing, training, documentation development, executable sample code samples and examples, and deployment. See: A. Implement the ECM Toolbox – Basic functionality as specified in Appendix 5. B. Implement the ECM Toolbox – Advanced functionality as specified in Appendix 5 – All functionality and requirements.	Per schedule for each release	N/A	No
16	**HR Data Conversion, Migration, Synchronization, and Functionality**	Includes all analysis, planning, design, implementation, testing, training, documentation development, and deployment. See Appendix 6 – All functionality and requirements.	Per schedule for each release	N/A	No
17	**AP Data Conversion, Migration, Synchronization, and Functionality**	Includes all analysis, planning, design, implementation, testing, training, documentation development, and deployment. See Appendix 7 – All functionality and requirements.	Per schedule for each release	N/A	No
18	**Procurement Data Conversion, Migration, Synchronization, and Functionality**	Includes all analysis, planning, design, implementation, testing, training, documentation development, and deployment.	Per schedule for each release	N/A	No

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
		See Appendix 8 – All functionality and requirements.			
19-22	**Legacy Content Data Conversion, Migration, and Synchronization (Four separate Deliverables- Appendix 9, Section 2.6 Data Model Content Inventory, and Scope and Section 2.9 Scheduling)**	Includes all analysis, planning, design, implementation, and testing to convert data and migrate structured and Unstructured Content into the DIWS 2 and create real-time synchronization of data with the MVA legacy systems so that all systems can co-exist and operate during phases where old and new systems are operational. The four separate Deliverables, each allowed to be invoiced separately, are: A. Business Licensing Content B. Vehicle Services Content C. Driver Licensing Content D. Non-Legacy DIWS Content See Appendix 9 –All functionality and requirements	Per schedule for each release	N/A	Yes
23	**External Systems Interface Development and Integration of Initial External System with DIWS 2**	Includes all analysis, planning, design, implementation, testing, training, documentation development, executable sample code samples and examples, and deployment to: A. define the External Systems interface B. demonstrate the External Systems interface C. successfully integrate the initial external system with DIWS 2 in all environments (e.g., production, training, test, development)	Per schedule for each release	N/A	Yes

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
		See Appendix 10 –All functionality and requirements			
24	**Ongoing Operations and Maintenance of System including Warranty Period**	Includes all system support, installation, configuration, and maintenance activities which the Contractor will perform from the beginning of the project to the end of the Warranty Period	Monthly Starting 30 days after NTP	Monthly	Yes
25	**Data Conversion and Migration Plan**	A plan for executing legacy data and content migration and conversion to the new system. The plan minimizes risk to the stability of the legacy systems. Appendix 1, Sections 5 and 5.3.	Initial – 180 Days from NTP	Quarterly and within 60 days of commencing work on the initiation phase (identified in Price Sheet) for: • Human Resource Functionality (as defined in Appendix 7) • Accounts Payable Functionality (as defined in Appendix 6) • Procurement Functionality (as defined in Appendix 8) • Legacy Content - Business Licensing (as defined in Appendix 9) • Legacy Content - Vehicle Services (as defined in Appendix 9) • Legacy Content - Driver Licensing (as defined in Appendix 9) • Legacy Content - Other Non-Legacy DIWS Content (as defined in Appendix 9)	Yes

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
26	**Software Development Plan / High Level Roadmap**	A plan and roadmap that describes the overall process for the phases and iterations of the project. It describes the SDLC processes, inputs and outputs, artifacts, participant roles, and other information to describe the overall development approach. Organizes and depicts the approach for managing and executing the project, including planned development/ implementation Milestones. See Appendix 1, Section 2.2.	60 Days after NTP	Quarterly or whenever there is a system scope or architectural change; and within 60 days of commencing work on the initiation phase for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	Yes
27	**Training Materials**	Quick start guides, User Guides, how-to documentation and FAQs. Stored in the document repository All other materials identified in Appendix 4, section 1.10 Training Materials.	Per schedule for each release	Updated for every planned release, unless there isn't a change in the underlying contents. Determination of change required is at the sole discretion of the MVA Project Manager.	Yes
28	**One Day Additional Training (Optional) ***	See Appendix 4 Section 3, line 1.7.	As needed	As needed	Yes
29	**One Half Day Additional Training (Optional) ***	See Appendix 4 Section 3, line 1.7.	As needed	As needed	Yes
30	**Perform all end-user training (Optional) ***	See Appendix 4 Section 3, Table 1 and Section 1.6, item 5.	As needed	As needed	Yes
31	**Installation, Configuration, Development, and Deployment to the Test Environment Complete** **MILESTONE**	Completion of all activities, tasks, Deliverables, and Deliverable Components related to the Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in the Price Sheet).	Within 30 days of completing Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in Price Sheet) for	Within 30 days of completing Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in Price Sheet) for, each of:	Yes

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
	(Identified in the Price Sheet)	See Table 12 SDLC Phase Completion Criteria for Invoicing	Toolbox Basic	• Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	
32	**Test through UAT complete** **MILESTONE** (Identified in the Price Sheet)	Completion of all activities, tasks, Deliverables, and Deliverable Components related to the Test through UAT phase (identified in the Price Sheet). See Table 12 SDLC Phase Completion Criteria for Invoicing	Within 30 days of completing Test through UAT phase (identified in Price Sheet) for Toolbox Basic	Within 30 days of completing Test through UAT phase (identified in Price Sheet) for, each of: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	Yes
33	**Deployment to Production Complete** **MILESTONE** (Identified in the Price Sheet)	Completion of all activities, tasks, Deliverables, and Deliverable Components related to the Deployment to Production phase (identified in the Price Sheet). See Table 12 SDLC Phase Completion Criteria for Invoicing	Within 30 days of completing Deployment to Production phase (identified in Price Sheet) for Toolbox Basic (Appendix 5)	Within 30 days of completing Deployment to Production (identified in Price Sheet) for, each of: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	Yes
34	**Warranty Period Complete** **MILESTONE** (Identified in the Price Sheet)	Completion of all activities, tasks, Deliverables, and Deliverable Components related to the Warranty Period phase (identified in the Price Sheet). See Table 12 SDLC Phase Completion Criteria for Invoicing.	Within 30 days of completing Warranty Period phase (identified in Price Sheet) as defined in Section 3.3.8 Warranty Period	N/A	No

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
35	**Project Kickoff Meeting and Presentation Materials**	Documents, schedules and other artifacts presented for the official Project Kickoff meeting.	30 Days from NTP for the Presentation Materials Draft 60 Days from NTP for Kickoff Meeting and final Presentation Materials	Once for the initial kickoff; and once for each planned sub-project release.	No
36	**Project/Task Order Startup Schedule**	Includes fully detailed Task Order and project start-up activities and activities for the first six months of the project per the Master Project Schedule requirements	60 Days from NTP	Once	No
37	**WBS**	Clearly defines all project Deliverables whether they are created by the Contractor, a Subcontractor, or the State.	Update 30 Days from NTP	Once	No
38	**Procurement Plan**	A Project Management sub-plan which addresses any Procurement activities that are planned to occur post award. It also includes the Procurement tracking mechanism, management approach, and reporting metrics.	Initial – 60 Days from NTP	Every 6 months, unless there isn't a change in the underlying contents. Determination of change required is at the sole discretion of the MVA Project Manager.	No
39	**Meeting Management Plan**	A Project Management sub-plan which covers meeting management activities to include planned activities for meeting minutes, documentation and distribution.	Initial – 60 Days from NTP	Every 6 months, unless there isn't a change in the underlying contents. Determination of change required is at the sole discretion of the MVA Project Manager.	No
40	**Demonstration Environment**	The Demonstration Environment has sample data, documentation on sample data and available transactions, and is used to facilitate demonstration and identification of requirements gaps. See Appendix 1, Section 3.3.	Prior to commencing work on the Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in Price Sheet) for Toolbox Basic (Appendix 5)	Prior to commencing work on the Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in Price Sheet) for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
41	**Use Case Analysis Document**	Contains of all of the Business Use Cases identified and defined as a result of Use Case Analysis. See Appendix 1, Section 3.1.	Prior to completing the Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in Price Sheet)	Prior to commencing work on the Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in Price Sheet) for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No
42	**Gap Analysis Document**	Includes a comparison of the existing functionality of the proposed solution as it has been deployed, or is being deployed, elsewhere with the requirements of the State as documented in this TO and by the Business Use Cases. The Gap Analysis document addresses all functional areas, external systems integration, system architecture, information architecture, and system security planning. See Appendix 1, Section 3.2.	Prior to completing the Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in Price Sheet)	Prior to commencing work on the Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in Price Sheet) for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No
43	**Release Plan**	A plan that describes how the DIWS 2 System will be divided into multiple releases and the order in which those releases will be deployed. Each release is described in terms of functionality, dependencies on other releases, and approach to data conversion and synchronization. See Appendix 1, Section 4.1.	Initial – 60 Days from NTP	Quarterly or whenever there is a system scope or architectural change; and within 60 days of commencing work on the initiation phase (identified in Price Sheet) for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
44	**Comprehensive set of functional and technical requirements**	Merges the DIWS 2 requirements from the TO and its appendices, legacy documentation, legacy systems, facilitated sessions, and other sources, with the Contractor's proposed solution. See Appendix 1, Sections 6, 6.2, 6.2.1, and 6.2.2.	Prior to completing the Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in Price Sheet)	Prior to commencing work on the Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in Price Sheet) for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No
45	**System Design Document**	The system design document captures the design elements enumerated in the list within Appendix 1 Section 6.1 Analysis and Design Sessions, along with all critical design decisions, configuration, customization, integration and other key design elements. See Appendix 1, Sections 6, 6.1, and 6.2.3.	Prior to completing the Installation, Configuration, Development, and Deployment to the Test Environment phase (included in Price Sheet)	Prior to commencing work on the Installation, Configuration, Development, and Deployment to the Test Environment phase (included in Price Sheet) for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No
46	**Implementation Plan**	A plan that describes the approach, resources, and all aspects of the rollout. See Appendix 1, Section 10.	60 days prior to commencing work on the Deployment to Production phase (identified in Price Sheet) for Toolbox Basic (Appendix 5)	Quarterly or whenever there is a system scope or architectural change; and 60 days prior to commencing work on the Deployment to Production phase (identified in Price Sheet) for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
47	**User Interface Prototype**	The prototype graphically depicts and emulates the user interface, layout of controls, and the flow of screens. It is not required to include computational logic. See Appendix 1, Section 6.2.3.	Prior to completing the Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in Price Sheet)	Prior to completing the Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in Price Sheet) for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No
48	**User Interface Design**	This document captures the behavior of all elements (e.g., buttons, navigation, fields, drop downs, text) of the of the user interface. See Appendix 1, Sections 6.1 and 6.2.2.	Prior to completing the Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in Price Sheet)	Prior to completing the Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in Price Sheet) for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No
49	**ICD**	Describes the interface between DIWS 2 and systems that communicate with DIWS 2. See Appendix 12 Documentation, Sections 2.1.1.10.	Prior to completing the Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in Price Sheet)	Prior to completing the Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in Price Sheet) for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
50	**Software Development Document**	Details the provisions, including specific coding instructions, unit test cases, and scripts, for developing each unit or module of the system; also includes development procedures for issue tracking and configuration management and any other information that aids in building the functionality of the system.	Prior to completing the Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in Price Sheet)	Prior to completing the Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in Price Sheet) for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No
51	**Integration Document**	Describes the assembly and interaction of the hardware, software, and any other components of the system.	Prior to completing the Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in Price Sheet)	Prior to completing the Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in Price Sheet) for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No
52	**Requirements Traceability Matrix**	Shows the source of all requirements, defines them, and allows the project team to trace throughout the project, to ensure that all requirements are defined, addressed, tested, and implemented.	Prior to completing the each of the phases (included in Price Sheet)	Updated as part of each SDLC phase for each of the following: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No
53	**Rollback Plan**	A plan describing the scenarios and failure points that will require a rollback to the legacy systems along with any recovery actions required to ensure data integrity.	Prior to completing the Installation, Configuration, Development, and Deployment to the Test Environment phase (identified in	Quarterly or whenever there is a system scope or architectural change; and 60 days prior to commencing work on the Deployment to Production phase (identified in Price	No

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
		See Appendix 1, Section 10.	Price Sheet) for Toolbox Basic (Appendix 5)	Sheet) for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	
54	**Data Validation Test Plan**	A plan for testing, validation and verification data and content that has been converted or migrated. The plan identifies the source of the content, the approach to testing, the tools used for testing, validation and verification, and resources required. See Appendix 1, Section 5.C	Initial – 60 Days from NTP	Quarterly and within 60 days of commencing work on the initiation phase (identified in Price Sheet) for: • Human Resource Functionality (as defined in Appendix 7) • Accounts Payable Functionality (as defined in Appendix 6) • Procurement Functionality (as defined in Appendix 8) • Legacy Content - Business Licensing (as defined in Appendix 9) • Legacy Content - Vehicle Services (as defined in Appendix 9) • Legacy Content - Driver Licensing (as defined in Appendix 9) • Legacy Content - Other Non-Legacy DIWS Content (as defined in Appendix 9)	No

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
55	**Synchronization Test Plan**	A plan for testing synchronization with all systems being integrated with DIWS 2 (including those systems being replaced by DIWS 2 [e.g., HR, AP, and Procurement]), with a focus on the data and content that has been converted or migrated. The plan identifies the source of the migrated content, the source of the pre-migrated content, the approach for testing, the tools used for testing, the resources required testing. See Appendix 1, Section 5.E	Initial – 60 Days from NTP	Quarterly and within 60 days of commencing work on the initiation phase (identified in Price Sheet) for: • Human Resource Functionality (as defined in Appendix 7) • Accounts Payable Functionality (as defined in Appendix 6) • Procurement Functionality (as defined in Appendix 8) • Legacy Content - Business Licensing (as defined in Appendix 9) • Legacy Content - Vehicle Services (as defined in Appendix 9) • Legacy Content - Driver Licensing (as defined in Appendix 9) • Legacy Content - Other Non-Legacy DIWS Content (as defined in Appendix 9)	No
56	**Unit Test Plan**	A plan that identifies the components being tested, the approach to testing (e.g., path coverage, boundary value, concurrency), tools used to perform testing, source of data used for testing, how defects are recorded and reported, how test results are documented, how retesting is performed, and resources required for performing testing. See Appendix 1, Sections 8.2 and 8.3.1.	Prior to commencing Test through UAT phase (identified in Price Sheet) for Toolbox Basic.	Prior to commencing Test through UAT phase (identified in Price Sheet) for, each of: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
57	**System Test Plan**	A plan for demonstrating the new solution is fully usable, functioning, processing data correctly, and working as designed, excluding integration with External Systems. See Appendix 1, Section 8.3.2.	Prior to commencing Test through UAT phase (identified in Price Sheet) for Toolbox Basic.	Prior to commencing Test through UAT phase (identified in Price Sheet) for, each of: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No
58	**Security Test Plan**	A test plan to address the security requirements of the system and ensure that the system is compliant with MVA and State security requirements. See Appendix 1, Section 8.3.3.	Prior to commencing Test through UAT phase (identified in Price Sheet) for Toolbox Basic.	Prior to commencing Test through UAT phase (identified in Price Sheet) for, each of: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No
59	**Integration Test Plan**	A plan that builds on System Test demonstrating the new solution is fully usable, functioning, processing data correctly, and working as designed, including integration with External Systems. See Appendix 1, Section 8.3.4.	Prior to commencing Test through UAT phase (identified in Price Sheet) for Toolbox Basic.	Prior to commencing Test through UAT phase (identified in Price Sheet) for, each of: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
60	**Performance Test Plan**	The performance test plan identifies the testing required to ensure the solution meets performance requirements under expected user loads and external system loads by using peak volumes and testing for higher than expected volumes and increasing activity levels. See Appendix 1, Section 8.3.5.	Prior to commencing Test through UAT phase (identified in Price Sheet) for Toolbox Basic.	Prior to commencing Test through UAT phase (identified in Price Sheet) for, each of: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No
61	**Test Analysis Report**	The detail and summary results for each of the tests (e.g., system test, performance test). The report includes the formal documentation of the software testing as defined in the Test Plan. See Appendix 1, Section 8.1.5.	Prior to commencing Test through UAT phase (identified in Price Sheet) for Toolbox Basic.	Prior to commencing Test through UAT phase (identified in Price Sheet) for Toolbox Basic. commencing Test through UAT phase (included in Price Sheet) for, each of: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No
62	**Test Analysis Approval Determination**	Summarizes the system's perceived readiness and is attached to the Test Analysis Report as a final result of the test reviews. See Appendix 1, Section 8.1.5.	Prior to commencing Test through UAT phase (identified in Price Sheet) for Toolbox Basic.	Prior to commencing Test through UAT phase (identified in Price Sheet) for Toolbox Basic. commencing Test through UAT phase (included in Price Sheet) for, each of: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
63	**Test Problem Report**	Documents problems encountered during testing; are also attached to the Test Analysis Report. See Appendix 1, Section 8.1.5.	Prior to commencing Test through UAT phase (identified in Price Sheet) for Toolbox Basic.	Prior to commencing Test through UAT phase (identified in Price Sheet) for Toolbox Basic. commencing Test through UAT phase (included in Price Sheet) for, each of: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No
64					
65	**SDLC Design Documentation**	Complete documentation necessary for maintenance, analysis and modification of custom components. See Appendix 12 Documentation, Section 2.1.1.	Two (2) weeks prior to completing the Test through UAT phase (identified in Price Sheet) for Toolbox Basic (Appendix 5)	Two (2) weeks prior to after completing the Test through UAT phase (identified in Price Sheet) or as agreed to by the MVA Project Manager for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
66	**Source Code Documentation**	Proper notation of source code with consistent notes throughout the code. See Appendix 12 Documentation, Section 2.1.2.	Two (2) weeks prior to commencing the Test through UAT phase (identified in Price Sheet) for Toolbox Basic (Appendix 5)	Two (2) weeks prior to after commencing the Test through UAT phase (identified in Price Sheet) or as agreed to by the MVA Project Manager for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No
67	**Systems Operations Manual**	Describes how to perform daily, weekly, monthly, and annual operations. This section shall include troubleshooting. See Appendix 12 Documentation, Section 2.1.3.	Two (2) weeks prior to commencing the Test through UAT phase (identified in Price Sheet) for Toolbox Basic (Appendix 5)	Two (2) weeks prior to after commencing the Test through UAT phase (identified in Price Sheet) or as agreed to by the MVA Project Manager for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No
68	**Code Release Notes**	Documentation on each release of functionality. See Appendix 12 Documentation, Section 2.1.4.	Concurrent with first code release for Toolbox Basic (Appendix 5)	Concurrent with all code releases and code fixes or as agreed to by the MVA Project Manager for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
69	**System User Guide**	Documents all of the transactions, supervisor functions, and typical features that end users of the DIWS 2 System at all levels will need to understand how to use the system. See Appendix 12 Documentation, Section 2.1.5.	Two (2) weeks prior to commencing the Test through UAT phase (identified in Price Sheet) for Toolbox Basic (Appendix 5)	Two (2) weeks prior to after commencing the Test through UAT phase (identified in Price Sheet) or as agreed to by the MVA Project Manager for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) External Systems Interface (Appendix 10)	No
70	**System Integrated Help**	Online help features built into the DIWS 2 System that allow users to hit a single key (such as F1) and bring up context sensitive help for any transaction operation in the DIWS 2 System. See Appendix 12 Documentation, Section 2.1.6.	Two (2) weeks prior to commencing the Test through UAT phase (identified in Price Sheet) for Toolbox Basic (Appendix 5)	Two (2) weeks prior to after commencing the Test through UAT phase (identified in Price Sheet) or as agreed to by the MVA Project Manager for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No
71	**Training Documentation**	All training materials as described in Appendix 4. See Appendix 12 Documentation, Section 2.1.7 and Appendix 4 Training.	Two (2) weeks prior to commencing the training for Toolbox Basic (Appendix 5)	Two (2) weeks prior to after commencing training or as agreed to by the MVA Project Manager for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
72	**Knowledge Management System**	A knowledge management repository as described in Appendix 3 Section 4.2.2 Knowledge Management System Content.	Two (2) weeks prior to commencing the Deployment to Production phase (identified in Price Sheet) for Toolbox Basic (Appendix 5)	Updated two (2) weeks prior to after commencing the Deployment to Production phase (identified in Price Sheet) or as agreed to by the MVA Project Manager for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	
73	**Integration and Interface Design Specifications**	Describes the interface between DIWS 2 and systems that communicate with DIWS 2. See Appendix 12 Documentation, Section 2.1.1.10.	Two (2) weeks prior to commencing the Test through UAT phase (identified in Price Sheet) for Toolbox Basic (Appendix 5)	Two (2) weeks prior to after commencing the Test through UAT phase (identified in Price Sheet) or as agreed to by the MVA Project Manager for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No
74	**Documentation and Training Complete** **MILESTONE** (Identified in the Price Sheet)	Completion of all activities, tasks, Deliverables, and Deliverable Components related to the **Documentation and Training** phase (identified in the Price Sheet). See Table 12 SDLC Phase Completion Criteria for Invoicing	Two (2) weeks prior to commencing the Deployment to Production phase (identified in Price Sheet) for Toolbox Basic (Appendix 5)	Two (2) weeks prior to after commencing the Deployment to Production phase (identified in Price Sheet) or as agreed to by the MVA Project Manager for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
75	**Version Description Document**	The primary configuration control document used to track and control versions of software released to the operational environment. It also summarizes features and contents for the software build and identifies and describes the version of software delivered. See Appendix 1, Section 10.	Two (2) weeks prior to completing Deployment to Production phase (identified in Price Sheet) for Toolbox Basic (Appendix 5)	Quarterly or whenever there is a system scope or architectural change; and 60 days prior to commencing work on the Deployment to Production phase (identified in Price Sheet) for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No
76	**Post-Implementation Review Report**	A summary of the assessment of Implementation activities at the end of the Implementation Phase. See Appendix 1, Section 10.	Two (2) weeks after completing Deployment to Production phase (identified in Price Sheet) for Toolbox Basic (Appendix 5)	Two (2) weeks after completing the Deployment to Production phase (identified in Price Sheet) for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No
77	**Status Reports**	Various status reports are required, which at a minimum cover overall accomplishments, planned activities, resources, schedule, issues, risks, action items, and TO procurement.	One week after Project Kickoff Meeting	Each report is due per the time frames detailed in Appendix 2 – Project Management.	No
78	**Configuration and Document Management Plan**	This plan contains the processes and procedures to be used to control change, the configuration of the solution, Deliverables, Deliverable Components, and configuration items, as well as tracking traceability mechanisms across all Deliverables and Deliverable Components.	Initial – 60 Days from NTP	Every 6 months, unless there isn't a change in the underlying contents. Determination of change required is at the sole discretion of the MVA Project Manager.	No

No	Deliverable	Description	Due Date	Frequency of Update	Payment Point (Yes/No)
79	**MVA Project Style Guide**	This guide will be developed collaboratively with the State and include content relevant to the style of all Deliverables ranging from documents to user interface screens.	120 Days from NTP	Annually unless there isn't a change in the underlying contents. Determination of change required is at the sole discretion of the MVA Project Manager.	No
80	**Sub-Project Charter and artifacts**	Defines scope, approach, roles, dependencies, and other information relevant to the proper documentation and execution of each subproject.	30 Days from Sub-Project definition and or prior to start of initiation.	Upon 30 Days after any Sub-Project scope, schedule or cost change.	No
81	**Product Roadmap**	Product Roadmap, as outlined in Appendix 5 Toolbox, Section 6.6 , Requirement 2	Draft version due concurrent with the System Design Document and prior to completing the Installation, Configuration, Development, and Deployment to the Test Environment phase (included in Price Sheet)	Prior to commencing work on the Installation, Configuration, Development, and Deployment to the Test Environment phase (included in Price Sheet) for: • Toolbox Advanced (Appendix 5) • HR (Appendix 6) • AP (Appendix 7) • Procurement (Appendix 8) • External Systems Interface (Appendix 10)	No

3.10 Work Order Process

A. Additional services will be provided via a Work Order process. A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Enterprise Content Management System RFP Attachment F.

B. The TO Manager shall e-mail a Work Order Request (See Enterprise Content Management System RFP Attachment S) to the Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:

1. Technical requirements and description of the service or resources needed;
2. Performance objectives and/or Deliverables, as applicable;
3. Due date and time for submitting a response to the request; and
4. Required place(s) where work must be performed.

C. The Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:

1. A response that details the Contractor's understanding of the work;
2. A price to complete the Work Order Request using the format provided in Enterprise Content Management System RFP Attachment S;
3. A description of proposed resources required to perform the requested tasks, with Contract labor categories listed in accordance with Enterprise Content Management System RFP Attachment F;
4. An explanation of how tasks shall be completed, which shall include proposed subcontractors and related tasks;
5. State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
6. The proposed personnel resources, including any subcontractor personnel, to complete the task.

D. For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with the Contract. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.

E. The TO Manager may contact the Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the Contract and Task Order Agreement and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.

F. Proposed Contractor Personnel on any type of Work Order shall be approved by the TO Manager. The Contractor shall furnish resumes of proposed Contractor Personnel specifying the labor category(ies) proposed. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the Contractor of acceptance or denial of the proposed personnel.

G. Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.

3.11 Insurance Requirements

3.11.1 No additional insurance requirements have been identified for this Task Order.

3.12 Invoicing

The Contractor shall follow the invoicing instructions as identified in the RFP Section 3.14 Invoicing. Additionally:

1. The Contractor shall e-mail the original of each invoice and signed notice of acceptance or authorization to invoice to the MVA at e-mail address:

mvaapinvoices@mdot.state.md.us, with a copy to the TO Manager.

2. Software shall not be invoiced until the software has been installed in each environment and in use by MVA users or Contractor Personnel; reference Enterprise Content Management System RFP Attachment F Price Sheet. To ensure hardware and software is not purchased prematurely, the Contractor shall coordinate the timing of hardware and software acquisitions with the MVA Project Manager.
3. Payment for fixed price work will only be made upon completion and acceptance of the Deliverable Milestones as defined in Section 3.9 Deliverables and Table 11 Milestone Retainage Invoicing for SDLC Phases.
4. The Contractor's invoice shall be subject to retainage on Fixed Price Deliverables as described in Section 1.11 Retainage, Section 3.9 Deliverables, and as per individual Work Order.
5. Retainage Invoicing - Upon completion of a Milestone, the Contractor may submit an invoice to the State for the release of retainage as described in Table 11 Milestone Retainage Invoicing for SDLC Phases. Retainage amounts will only be released if other Deliverables furnished earlier in the project have been appropriately updated and made available to the State. Invoicing for retainage after the Warranty Period shall occur the month after the resolution of the last remaining defect identified prior to, or during, the Warranty Period is accepted by the State.

Table 11 Milestone Retainage Invoicing for SDLC Phases

At the Completion of this Price Sheet Milestone	You may Invoice for the Retainage for this Price Sheet Milestone
Installation, Configuration, Development, and Deployment to the Test Environment	
Migration, Synchronization, and Functionality	Installation, Configuration, Development, and Deployment to the Test Environment
Test through UAT	Migration, Synchronization, and Functionality
Documentation and Training	
Deployment to the Production Environment	Test through UAT Documentation and Training
Warranty Period	Deployment to the Production Environment

3.12.1 Invoicing for Fixed Price Ongoing Project Management Activities

Contractor shall invoice in equal monthly increments over the proposed project schedule, up to the maximum amount of the value proposed in Line 1 of the Deliverables tab of ECMS RFP Attachment F, Price Sheet. Invoicing for Ongoing Project Management Activities may begin the month following the Project Kick-Off meeting.

3.12.2 Invoicing After Completing Each Project SDLC Phase

3.12.2.1 At the completion of a project SDLC phase for a Deliverable, the Contractor may invoice up to the amount indicated in the SDLC tab of Enterprise Content Management System Attachment F Price Sheet. All previous SDLC phases, corrections, updates and approved changes of SDLC Deliverables must be accepted by the MVA Project Manager before the Contractor invoices for the current SDLC phase. Invoices must be accompanied by a certification that the exit criteria has been completed (a DPAF unless otherwise defined and mutually agreed upon between Contractor and TO Manager during project execution).

3.12.2.2 Table 12 SDLC Phase Completion Criteria for Invoicing identifies the artifacts and tasks that are expected to be completed prior to invoicing for a SDLC phase identified on the Price Sheet. For Deliverables to be accepted by the MVA Project Manager, the acceptance criteria identified in Section 3.9 Deliverables must be complete.

Table 12 SDLC Phase Completion Criteria for Invoicing

SDLC PHASE (as listed on RFP Attachment F Price Sheet)	Phase Completion Criteria[2]
Installation, Configuration, Development, and Deployment to the test environment	A. All of the following have been documented and placed in the designated library or repository and the documents have been accepted by the MVA Project Manager: 1. Requirements a. Demonstration Environment b. Use Case Analysis Document c. Gap Analysis document d. Comprehensive set of functional and technical requirements e. Release Plan 2. Design Phase a. System Design Document b. Implementation Plan c. Appropriate Requirements and Design Artifacts d. User Interface Prototype e. User Interface Design f. ICD 3. Development Phase a. Software Development Document b. Integration Document c. Requirements Traceability Matrix d. Rollback Plan B. All known defects, except for the lowest severity defects, have been fixed, unless a delay has been approved by the MVA Project Manager. C. The COTS software and configuration materials used for UAT have been placed in the designated library or repository. D. Any customizations and the associated configuration materials used for UAT have been placed in the designated library or repository. E. For migration related activities (specifically associated with Deliverables related to Appendix 9), this phase is intended to include those activities related to requirements gathering, defining rules for mapping attributes, identification of reference data and master data, data cleansing, and preparation for performing migrations. This also includes establishing the migration environments if the development environment is not acceptable or insufficient for performing the migration activities.

[2] When a specific artifact is named, it is either defined in the Maryland's SDLC web pages for either COTS Projects or for Custom Projects. Further information about these artifacts can be found in the Maryland SDLC web pages Templates area. As described in Appendix 2 Project Management, alternate artifact names may be substituted for Offerors proposing to use an alternative SDLC.

SDLC PHASE (as listed on RFP Attachment F Price Sheet)	Phase Completion Criteria[2]
Migration, Synchronization, and Functionality	A. All of the following have been documented, placed in the designated library or repository, and the documents have been accepted by the MVA Project Manager: 1. Conversion Plan B. For the HR, AP, and Procurement functionality defined in Appendices 6, 7, and 8, all migration activities must have been completed, including those activities related to requirements gathering, defining rules for mapping attributes, data cleansing, and preparation for performing migrations. This also includes establishing the migration environments if the development environment is not acceptable or insufficient for performing the migration activities. C. For migration related activities (specifically associated with Deliverables related to Appendix 9), this phase is intended to include those activities related to moving content, mapping attributes, and iteratively performing migrations in the migration environment(s) using the migration tools, until a "clean" migration is achieved (See definition of clean migration in Appendix 9).

SDLC PHASE (as listed on RFP Attachment F Price Sheet)	Phase Completion Criteria[2]
Test through UAT	A. All of the following have been documented and placed in the designated library or repository and the documents have been accepted by the MVA Project Manager: 1. All test plans, including the Test Master Plan; 2. Data Validation Test Plan; 3. Synchronization Test Plan; 4. Unit Test Plan; 5. System Test Plan; 6. Security Test Plan; 7. Integration Test Plan; 8. Performance Test Plan; 9. All test reports, including the Test Analysis Report; 10. Test Analysis Approval Determination; 11. Test Problem Report;;and 12. RTM (update). B. All test environments have been set up and are operational. C. All testing tools have been installed, configured, and placed in the designated library or repository. D. All test data has been identified. E. All test suites, test cases and test scripts have been identified. F. All test suites, test scripts have been written and executed. G. All known, except for the lowest severity defects, have been fixed, unless a delay has been approved by the MVA Project Manager. H. The COTS software and configuration materials used for UAT have been placed in the designated library or repository. I. Any customizations and the associated configuration materials used for UAT have been placed in the designated library or repository. J. For migration related activities (specifically associated with Deliverables related to Appendices 6, 7, 8, and 9), this phase is intended to include: 1. Actual migration into the test environment and all activities related to the verification and validation of the content, its content types, attributes, security, records management, and other activities that ensure the content is ready for migration into the production environment.

SDLC PHASE (as listed on RFP Attachment F Price Sheet)	Phase Completion Criteria[2]
Documentation and Training	A. All of the following have been documented and placed in the designated library or repository and the documents have been accepted by the MVA Project Manager: 1. All documentation and artifacts identified in Appendix 4 Training and Appendix 12 Documentation, including the: a. SDLC Design Documentation b. Source Code Documentation c. Systems Operations Manual d. Code Release Notes e. System User Guide f. System Integrated Help g. Knowledge Management System 2. All training materials identified in Appendix 4 Training, including the Training Plan and Appendix 12 Documentation, Section 2.1.7 Training Documentation. 3. All support and maintenance documentation identified in Appendix 3 System Support. B. All known documentation-related defects have been fixed, unless a delay has been approved by the MVA Project Manager. C. All documentation has been placed in the designated library or repository. D. All training materials have been placed in the designated library or repository. E. All of the training has been performed. F. For migration-related activities (specifically associated with Deliverables related to Appendices 6, 7, 8, and 9): 1. The content dictionary as described in Appendix 9, Section 2.6.3 Migration Scope. 2. Training and supporting other contractors on accessing the migrated content and using the interfaces for accessing the migrated content.

SDLC PHASE (as listed on RFP Attachment F Price Sheet)	Phase Completion Criteria[2]
Deployment to the Production Environment	A. All of the following have been documented and placed in the designated library or repository and the documents have been accepted by the MVA Project Manager: 1. Version Description Document 2. Deployment of the code to the Production Environment ("Complete System") 3. Post-Implementation Review Report 4. RTM (update) B. All known defects, except for the lowest severity defects, have been fixed, unless a delay has been approved by the MVA Project Manager. C. All software, whether COTS or customizations, including configuration materials, has been placed in the designated library or repository. D. For migration-related activities (specifically associated with Deliverables related to Appendices 6, 7, 8, and 9): 1. The actual migration of all content into the production environment and all activities related to the verification and validation of the content, its content types, attributes, security, records management, and other activities that ensure the content is ready for use in the production environment. (Activities as described in Appendix 9 Section 2.6.3 Migration Scope, and applicable to all migrations. Content scope as defined in Appendix 6 Section 2.7.5 Unstructured Content Volume; Appendix 7 Section 2.7.5 Unstructured Content Volume; Appendix 8 Section 2.7.2 Unstructured Content Volume; and Appendix 9 Section 2.6 Data Model Content Inventory, and Scope.)
Warranty Period	A. The Warranty Period as described in Section 3.3.8 Warranty Period is complete B. All known defects, except for the lowest severity defects, opened during the Warranty Period have been satisfactorily fixed, deployed to the production environment, and the documentation and training materials have been updated appropriately. 1. Those activities related to fixing and repairing problems that have been uncovered in the migrated content, its content types, attributes, security, records management, and other activities after Deployment to the Production Environment has been completed and accepted by the MVA Project Manager.
Note: Software shall not be invoiced until the software has been installed in each environment and in use by MVA users or Contractor Personnel; reference Enterprise Content Management System RFP Attachment F Price Sheet. To ensure hardware and software is not purchased prematurely, the Contractor shall coordinate the timing of hardware and software acquisitions with the MVA Project Manager.	

3.12.3 Time and Materials Invoicing

3.12.3.1 Time Sheet Submission and Acceptance

Within three (3) Business Days after the 15th and last day of the month, the Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the Contract.

At a minimum, each semi-monthly timesheet shall show:

A. Title: "Time Sheet for DIWS 2"

B. Issuing company name, address, and telephone number

C. For each employee /resource:

1. Employee / resource name
2. For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1st through 15th and 16th through last day of the month.
   a) Tasks completed that week and the associated Deliverable names and ID#s
   b) Number of hours worked each day
   c) Total number of hours worked that Period
   d) Period variance above or below 40 hours
   e) Annual number of hours planned under the Contract
   f) Annual number of hours worked to date
   g) Balance of hours remaining
   h) Annual variance to date (Sum of periodic variances)

D. Signature and date lines for the TO Manager

E. Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

3.13 SOC 2 Type II Audit Report

A SOC 2 Type II Audit Report will be required if the solution is externally hosted, as defined in the RFP.

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TO APPENDICES

APPENDIX 1 – Contractor Responsibilities and Duties: Project Execution (see separate Word document)

APPENDIX 2 – Contractor Responsibilities and Duties: Project Management (see separate Word document)

APPENDIX 3 – Contractor Responsibilities and Duties: System Support (see separate Word document)

APPENDIX 4 – Contractor Responsibilities and Duties: Training Requirements (see separate Word document)

APPENDIX 5 – Toolbox Requirements (see separate Word document)

APPENDIX 6 – Functional Requirements: Accounts Payable (see separate Word document)

APPENDIX 7 – Functional Requirements: Human Resource (see separate Word document)

APPENDIX 8 – Functional Requirements: Procurement (see separate Word document)

APPENDIX 9 – Legacy Migration (see separate Word document)

APPENDIX 10 – External System Integration (see separate Word document)

APPENDIX 11 – Technical Requirements (see separate Word document)

APPENDIX 12 – Documentation Requirements (see separate Word document)

APPENDIX 13 – TO AGREEMENT

APPENDIX 14 MINORITY BUSINESS ENTERPRISE FORMS
These attachments include the MBE subcontracting goal statement, instructions, and MDOT MBE FORM A through E. APPENDIX 14 MINORITY BUSINESS ENTERPRISE FORMS MDOT MBE FORM A and MDOT MBE FORM B must be properly completed and submitted with the Offeror's Technical Proposal or the Proposal will be deemed non-responsive and rejected. Within 10 Working Days of receiving notification of recommended award, the Offeror must submit MDOT MBE FORM C and MDOT MBE FORM D and, if the Offeror has requested a waiver of the MBE goal, usually MDOT MBE FORM E, PARTS 2, 3, 4 and 5.

APPENDIX 15 VETERAN-OWNED SMALL BUSINESS ENTERPRISE
These attachments include the VSBE Attachments M-1 through M-4. Attachment M-1 must be completed and submitted with the Technical Proposal. Attachment M-2 is required to be submitted within ten (10) Business Days of receiving notification of recommendation for award.

APPENDIX 16 – PERFORMANCE BOND

APPENDIX 17 – Offeror Response Spreadsheet (see separate Excel spreadsheet)

APPENDIX 18 – Bill of Material (see separate Excel spreadsheet)

APPENDIX 13 TO AGREEMENT

ECMS TORFP# V-HQ-16025-IT OF MASTER CONTRACT #060B6400035

This Task Order Agreement ("TO Agreement") is made this day of Month, 20_____by and between _____(TO Contractor) and the STATE OF MARYLAND, Maryland Motor Vehicle Administration (MVA).

IN CONSIDERATION of the mutual promises 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 MVA as identified in the ECMS TORFP # V-HQ-16025-IT
   b) "ECMS TORFP" means the Task Order Request for Proposals # V-HQ-16025-IT, dated MONTH DAY, YEAR, including any addenda and amendments.
   c) "Master Contract" means the ECMS Master Contract between the Maryland Department of Information Technology and TO Contractor dated _____, 20____.
   d) "TO Procurement Officer" means Joy Abrams. The Agency may change the TO Procurement Officer at any time by written notice.
   e) "TO Agreement" means this signed TO Agreement between MVA and TO Contractor.
   f) "TO Contractor" means the ECMS Master Contractor awarded this TO Agreement, whose principal business address is _____.
   g) "TO Manager" means Bruce Chaillou. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
   h) "TO Technical Proposal" means the TO Contractor's technical response to the ECMS RFP dated date of TO Technical Proposal.
   i) "TO Financial Proposal" means the TO Contractor's financial response to the ECMS RFP dated date of TO Financial Proposal.
   j) "TO Proposal" collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work

2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.

2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the ECMS 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 – ECMS TORFP

c) Exhibit B –Enterprise Content Management System RFP SOLICITATION NO. 060B6400035 Technical Proposal

d) Exhibit C – Enterprise Content Management System RFP SOLICITATION NO. 060B6400035 Financial Proposal

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 ECMS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of five (5) years commencing on the date the TO Agreement is fully executed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for one (1) additional, five (5) year periods for a total TO Agreement period ending 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 ECMS TORFP and shall not exceed $_____. 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 3 of the ECMS TORFP, but no later than thirty (30) days after the Agency's receipt of a proper 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 _____. 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, MVA

_____ _____

By: Joy Abrams, TO Procurement Officer Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____ 20___.

_____

Assistant Attorney General

APPENDIX 14 MINORITY BUSINESS ENTERPRISE FORMS

The Minority Business Enterprise (MBE) subcontractor participation goal for this solicitation is 21%.

MDOT MBE FORM A

STATE-FUNDED CONTRACTS
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 1 OF 2

This affidavit must be included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this affidavit as required, the bid shall be deemed not responsive or the proposal not susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. , I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

☐ I have met the overall certified Minority Business Enterprise (MBE) participation goal of percent (%) and the following subgoals, if applicable:
percent (%) for African American-owned MBE firms
percent (%) for Hispanic American-owned MBE firms
percent (%) for Asian American-owned MBE firms
percent (%) for Women-owned MBE firms
I agree that these percentages of the total dollar amount of the Task Order Agreement, for the MBE goal and subgoals (if any), will be performed by certified MBE firms as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form B (State-Funded Contracts).

OR

☐ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit a written waiver request and all required documentation in accordance with COMAR 21.11.03.11. For a partial waiver request, I agree that certified MBE firms will be used to accomplish the percentages of the total dollar amount of the Task Order Agreement, for the MBE goal and subgoals (if any), as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form B (State-Funded Contracts).

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving such notice:

(a) Outreach Efforts Compliance Statement (MDOT MBE Form C - State-Funded Contracts);
(b) Subcontractor Project Participation Statement (MDOT MBE Form D - State-Funded Contracts);
(c) If waiver requested, MBE Waiver Request Documentation and Forms (MDOT MBE/DBE Form E – Good Faith Efforts Guidance and Documentation) per COMAR 21.11.03.11; and
(d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/ offeror's susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

I acknowledge that if I fail to return each completed document (in 2 (a) through (d)) within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for Task Order Agreement award or that the proposal is not susceptible of being selected for award.

MDOT MBE FORM A

STATE-FUNDED CONTRACTS

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

PAGE 2 OF 2

3. Information Provided to MBE firms

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

4. Products and Services Provided by MBE firms

I hereby affirm that the MBEs are only providing those products and services for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information and belief.

_____	_____
Company Name	Signature of Representative
_____	_____
Address	Printed Name and Title
_____	_____
City, State and Zip Code	Date

MDOT MBE FORM B

STATE-FUNDED CONTRACTS
PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE
PAGE 1 OF 3

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at www.mdot.state.md.us to determine if a firm is certified for the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a prime or subcontractor is a certified MBE in the MDOT Directory can be used for purposes of achieving the MBE participation goals.

2. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm (whether a prime or subcontractor) must be certified for that specific NAICS Code ("MBE" for State-funded projects designation after NAICS Code). **WARNING:** If the firm's NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).

3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm's Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email at mbe@mdot.state.md.us.

4. Complete the Part 2 – MBE Participation Schedule for all certified MBE firms (including primes and subcontractors) being used to achieve the MBE participation goal and subgoals, if any.

5. **MBE Prime Self-Performance.** When a certified MBE firm participates as a prime (independently or as part of a joint venture) on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must be (a) a certified MBE (see 1-3 above) and (b) listed in the Part 2 – MBE Participation Schedule with its certification number, the certification classification under which it will self-perform, and the percentage of the contract that can be counted as MBE self-performance. For the remaining portion of the overall goal and any subgoals, the MBE prime must also list, in the Part 2 – MBE Participation Schedule, other certified MBE firms used to meet those goals or, after making good faith efforts to obtain the participation of additional MBE firms, request a waiver. Note: A dually-certified MBE firm can use its own forces toward fulfilling ONLY ONE of the MBE subgoals for which it can be counted.

6. The Contractor's subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.

7. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals**:

   A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.

   B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C only if the MBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no MBE participation credit will be given for the supply of these products.

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE
PAGE 2 OF 3

C. For purposes of achieving the MBE participation goal, you may count only the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.

D. Is the firm certified as a manufacturer (refer to the firm's NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the MBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the MBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.

8. For each MBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the MBE participation goals**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

   Example: $ 2,500 (Total Subcontract Amount) ÷ $10,000 (Total Contract Value) x 100 = 25%

9. **WARNING:** The percentage of MBE participation, computed using the percentage amounts determined per Column 3 for all of the MBE firms listed in Part 2, MUST at least equal the MBE participation goal **and** subgoals (if applicable) as set forth in MDOT MBE Form A – State-Funded Contracts for this solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and subgoals (if any).

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE
PAGE 3 OF 3

GOAL/SUBGOAL PARTICIPATION WORKSHEET

1. Complete the Part 2 – MBE Participation Schedule for each MBE being used to meet the MBE goal and any subgoals.

2. After completion of the Part 2 – MBE Participation Schedule, you may use the Goal/Subgoal Worksheet to calculate the total MBE participation commitment for the overall goal and any subgoals.

3. **MBE Overall Goal Participation Boxes:** Calculate the total percentage of MBE participation for each MBE classification by adding the percentages determined per Column 3 of the Part 2 – MBE Participation Schedule. Add the percentages determined in Lines 3.1 and 3.2 for the MBE subcontractor (subs) total. Add the overall participation percentages determined in Line 3.3 for the MBE prime total.

4. **MBE Subgoal Participation Boxes:** Calculate the total percentage of MBE participation for each MBE classification by adding the percentages determined per Column 3 of the Part 2 – MBE Participation Schedule. Add the percentages determined in Lines 3.1 and 3.2 for the MBE subcontractor (subs) total. Add the subgoal participation percentages determined in Line 3.3 for the MBE prime total.

5. The percentage amount for the MBE overall participation in the Total MBE Firm Participation Box F1 should be equal to the sum of the percentage amounts in Boxes A through E of the MBE Overall Goal Participation Column of the Worksheet.

6. The percentage amount for the MBE subgoal participation in the Total MBE Firm Participation Box L should be equal to the sum of the percentage amounts in Boxes A through E of the MBE Subgoal Participation Column of the Worksheet.

GOAL/SUBGOAL WORKSHEET		
MBE Classification	**MBE Overall Goal Participation**	**MBE Subgoal Participation**
(A) Total African American Firm Participation (Add percentages determined for African American-Owned Firms per Column 3 of MBE Participation Schedule)	_____%subs _____%prime	_____%subs _____%prime
(B) Total Hispanic American Firm Participation (Add percentages determined for Hispanic American-Owned Firms per Column 3 of MBE Participation Schedule)	_____%subs _____%prime	_____%subs _____%prime
(C) Total Asian American Firm Participation (Add percentages listed for Asian American-Owned Firms per Column 3 of MBE Participation Schedule)	_____%subs _____%prime	_____%subs _____%prime
(D) Total Women-Owned Firm Participation (Add percentages determined for Women-Owned Firms per Column 3 of MBE Participation Schedule)	_____%subs _____%prime	_____%subs _____%prime
(E) Total for all other MBE Firms (Add percentages for firms listed as Other MBE Classification per Column 3 of the MBE Participation Schedule)	_____%subs _____%prime	_____%subs _____%prime
Total MBE Firm Participation (Add total percentages determined for all MBE Firms in each column of the Worksheet)	**(F1)**_____%	**(F2)**_____%

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 2 – MBE PARTICIPATION SCHEDULE
PAGE ___ OF ____

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED MBE PRIME OR MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. NOTE INSTRUCTIONS IN EACH COLUMN.

COLUMN 1	COLUMN 2	COLUMN 3 Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal and subgoals (if applicable) set forth in Form A.
NAME OF MBE PRIME OR MBE SUBCONTRACTOR AND TIER	**CERTIFICATION NO. AND MBE CLASSIFICATION**	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 5 through 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule. For items of work where the MBE firm is the prime, complete Line 3.3.
MBE Name: _____ ☐ Check here if MBE firm is a subcontractor and complete in accordance with Sections 6, 7, & 8 of Part 1 - Instructions. If this box is checked, complete 3.1 or 3.2 in Column C, whichever is appropriate. ☐ Check here if MBE firm is the prime contractor, including a participant in a joint venture, and self-performance is being counted pursuant to Section 5 of Part 1 - Instructions. If this box is checked, complete 3.3 in Column C. ☐ Check here if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 6 of Part 1 - Instructions	**Certification Number:** _____ **(If dually certified, check only one box.)** ☐ African American-Owned ☐ Hispanic American- Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification _____	3.1. **TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR** (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS). _____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 3.2 **TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER)** (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 7(E) IN PART 1 - INSTRUCTIONS). _____% Total percentage of Supplies/Products x _____60% (60% Rule) _____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 3.3. **TOTAL PERCENTAGE TO BE PAID TO MBE PRIME FOR WORK THAT CAN BE COUNTED AS MBE SELF-PERFORMANCE** (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE). (a) _____% Total percentage for self-performed items of work in which MBE is certified) (b) _____% (Insert 50% of MBE overall goal) (c) _____% (Insert subgoal for classification checked in Column 2, if applicable) Percentages for purposes of calculating achievement of MBE Participation goals: ➡ For MBE Overall goal – Use lesser of (a) or (b) ➡ For MBE Subgoal – Use lesser of (a) or (c) ➡ If MBE Prime is supplier, wholesaler and/or regular dealer, apply the 60% rule.

☐Check here if Continuation Sheets are attached.

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 2 – MBE PARTICIPATION SCHEDULE
CONTINUATION SHEET

PAGE ___ OF ____

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED MBE PRIME OR MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. NOTE INSTRUCTIONS IN EACH COLUMN.

COLUMN 1	**COLUMN 2**	COLUMN 3 Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal and subgoals (if applicable) set forth in Form A.
NAME OF MBE PRIME OR MBE SUBCONTRACTOR AND TIER	**CERTIFICATION NO. AND MBE CLASSIFICATION**	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 5 through 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule. For items of work where the MBE firm is the prime, complete Line 3.3.
MBE Name: _____ ☐ Check here if MBE firm is a subcontractor and complete in accordance with Sections 6, 7, & 8 of Part 1 - Instructions. If this box is checked, complete 3.1 or 3.2 in Column C, whichever is appropriate. ☐ Check here if MBE firm is the prime contractor, including a participant in a joint venture, and self-performance is being counted pursuant to Section 5 of Part 1 - Instructions. If this box is checked, complete 3.3 in Column C. ☐ Check here if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 6 of Part 1 - Instructions	**Certification Number:** _____ **(If dually certified, check only one box.)** ☐ African American-Owned ☐ Hispanic American- Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification _____	3.1. **TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR** (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS). _____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 3.2 **TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER)** (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 7(E) IN PART 1 - INSTRUCTIONS). _____% Total percentage of Supplies/Products x _____60% (60% Rule) _____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 3.3. **TOTAL PERCENTAGE TO BE PAID TO MBE PRIME FOR WORK THAT CAN BE COUNTED AS MBE SELF-PERFORMANCE** (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE). (a) _____% Total percentage for self-performed items of work in which MBE is certified) (b) _____% (Insert 50% of MBE overall goal) (c) _____% (Insert subgoal for classification checked in Column 2, if applicable) Percentages for purposes of calculating achievement of MBE Participation goals: ➡ For MBE Overall goal – Use lesser of (a) or (b) ➡ For MBE Subgoal – Use lesser of (a) or (c) ➡If MBE Prime is supplier, wholesaler and/or regular dealer, apply the 60% rule.

☐Check here if Continuation Sheets are attached.

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE
PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL
AS DIRECTED IN THE INVITATION TO BID/ REQUEST FOR PROPOSALS.

I hereby affirm that I have reviewed the Products and Services Description (specific product that a firm is certified to provide or areas of work that a firm is certified to perform) set forth in the MDOT MBE Directory for each of the MBE firms listed in Part 2 of this MBE Form B for purposes of achieving the MBE participation goals and subgoals that were identified in the MBE Form A that I submitted with this solicitation, and that the MBE firms listed are only performing those products/services/areas of work for which they are certified. I also hereby affirm that I have read and understand the form instructions set forth in Part 1 of this MBE Form B.

The undersigned Prime Contractor hereby certifies and agrees that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

(1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;

(2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;

(3) fail to use the certified minority business enterprise in the performance of the contract; or

(4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

I solemnly affirm under the penalties of perjury that the contents of Parts 2 and 3 of MDOT MBE Form B are true to the best of my knowledge, information and belief.

Company Name	Signature of Representative
Address	Printed Name and Title
City, State and Zip Code	Date

MDOT MBE FORM C

STATE-FUNDED CONTRACTS
OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the offer/proposal submitted in response to Solicitation No._____, I state the following:

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:

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

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

4. **Please Check One:**

☐ This project does not involve bonding requirements.

☐ Bidder/Offeror assisted MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS)

5. **Please Check One:**

☐ Bidder/Offeror did attend the pre-bid/pre-proposal meeting/conference.

☐ No pre-bid/pre-proposal meeting/conference was held.

☐ Bidder/Offeror did not attend the pre-bid/pre-proposal meeting/conference.

_____	_____
Company Name	Signature of Representative
_____	_____
Address	Printed Name and Title
_____	_____

City, State and Zip Code Date

MDOT MBE FORM D

STATE-FUNDED CONTRACTS
MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD OR THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD. SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED IN THE MBE PARTICIPATION SCHEDULE. BIDDERS/OFFERORS ARE HIGHLY ENCOURAGED TO SUBMIT FORM D PRIOR TO THE TEN (10) DAY DEADLINE.

Provided that _____ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. _____, such Prime Contractor will enter into a subcontract with _____(Subcontractor's Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ (if subcontractor previously listed is also the MBE firm, please restate name and provide MBE Certification Number) which will receive at least $_____ or ___% (Total Subcontract Amount/ Percentage) for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

I solemnly affirm under the penalties of perjury that the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of my knowledge, information and belief. I acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes.

PRIME CONTRACTOR	**SUBCONTRACTOR (SECOND-TIER)**	**SUBCONTRACTOR (THIRD-TIER)**
Signature of Representative: _____	Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title:_____ _____	Printed Name and Title:_____ _____	Printed Name and Title:_____ _____
Firm's Name: _____	Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____	Federal Identification Number: _____
Address: _____ _____	Address: _____ _____	Address: _____ _____
Telephone: _____	Telephone: _____	Telephone: _____
Date: _____	Date: _____	Date: _____

IF MBE FIRM IS A THIRD-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE MBE FIRM.

MDOT MBE FORM E – PART 1

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 1 – GUIDANCE FOR DEMONSTRATING GOOD FAITH EFFORTS TO MEET MBE/DBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE)/Disadvantaged Business Enterprise (DBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE/DBE Goal(s) and document its commitments for participation of MBE/DBE Firms, or (2) when it does not meet the MBE/DBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE/DBE Goal(s) – "MBE/DBE Goal(s)" refers to the MBE participation goal and MBE participation subgoal(s) on a State-funded procurement and the DBE participation goal on a federally-funded procurement.

Good Faith Efforts – The "Good Faith Efforts" requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE/DBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE/DBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – "Identified Firms" means a list of the DBEs identified by the procuring agency during the goal setting process and listed in the federally-funded procurement as available to perform the Identified Items of Work. It also may include additional DBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as DBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms or is a State-funded procurement, this term refers to all of the MBE Firms (if State-funded) or DBE Firms (if federally-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – "Identified Items of Work" means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE/DBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE/DBE Firms to increase the likelihood that the MBE/DBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE/DBE Firms and should include all reasonably identifiable work opportunities.

MBE/DBE Firms – For State-funded contracts, "MBE/DBE Firms" refers to certified **MBE** Firms. Certified MBE Firms can participate in the State's MBE Program. For federally-funded contracts, "MBE/DBE Firms" refers to certified **DBE** Firms. Certified DBE Firms can participate in the federal DBE Program.

II. Types of Actions MDOT will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE/DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/DBE subcontractors and suppliers, so as to facilitate MBE/DBE participation. The following is a list of types of actions MDOT will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE/DBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE/DBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE/DBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms or DBE Firms, whichever is appropriate, to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE/DBE Firms to increase the likelihood that the MBEDBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE/DBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE/DBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms or DBE Firms to Solicit

1. DBE Firms Identified in Procurements

(a) Certain procurements will include a list of the DBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified DBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those DBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE/DBE Directory to identify additional DBEs who may be available to perform the items of work, such as DBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE/DBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE/DBE Firms, bidders/offerors should reasonably identify the MBE Firms or DBE Firms, whichever is appropriate, that are available to perform the Identified Items of Work.

(b) Any MBE/DBE Firms identified as available by the bidder/offeror should be certified in the appropriate program (MBE for State-funded procurements or DBE for federally-funded procurements)

(c) Any MBE/DBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBE/DBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE/DBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE/DBE, and other requirements of the contract to assist MBE/DBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. "All" Identified Firms includes the DBEs listed in the procurement and any MBE/DBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE/DBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. "Electronic Means" includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE/DBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible by the interested MBE/DBE.

4. Follow up on initial written solicitations by contacting DBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE/DBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE/DBE Firms could be informed of contracting and subcontracting opportunities;

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website; and

(c) effectively using the services of other organizations, as allowed on a case-by-case basis and authorized in the procurement, to provide assistance in the recruitment and placement of MBE/DBE Firms.

D. Negotiate With Interested MBE/DBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE/DBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE/DBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE/DBE Firms to perform the work.

2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE/DBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract DBE goal, as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE/DBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(b) the percentage difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(c) the percentage that the DBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE/DBE firms that the bidder/offeror solicited for that portion of the work;

(e) whether the work described in the MBE/DBE and Non-MBE/DBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE/DBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received by the" bidder/offeror refers to the average of the quotes received from all subcontractors, except that there should be quotes from at least three subcontractors, and there must be at least one quote from a MBE/DBE and one quote from a Non-MBE/DBE.

7. A bidder/offeror shall not reject a MBE/DBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE/DBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE/DBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE/DBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE/DBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE/DBE Firms in obtaining the bonding, lines of credit, or insurance required by MDOT or the bidder/offeror; and

2. made reasonable efforts to assist interested MBE/DBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE/DBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE/DBE and Non-MBE/DBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE/DBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeror seeking a waiver of the MBE/DBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Form E, Part 2)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE/DBE Firms in order to increase the likelihood of achieving the stated MBE/DBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a) through (e) and 49 C.F.R. Part 26, Appendix A. **(Complete Outreach Efforts Compliance Statement)**

2. A detailed statement of the efforts made to contact and negotiate with MBE/DBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE/DBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Form E, Part 3, and submit letters, fax cover sheets, emails, etc. documenting solicitations)**; and

(b) a description of the information provided to MBE/DBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE/DBE Firms (Complete Good Faith Efforts Form E, Part 4)

1. For each MBE/DBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.
2. For each certified MBE/DBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE/DBE and Non-MBE/DBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**
3. A list of MBE/DBE Firms contacted but found to be unavailable. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE/DBE contractor or a statement from the bidder/offeror that the MBE/DBE contractor refused to sign the Minority Contractor Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

MDOT MBE FORM E – PARTS 2, 3, 4, and 5

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 2 – CERTIFICATION REGARDING GOOD FAITH EFFORTS DOCUMENTATION

PAGE ___ OF ____

Prime Contractor	Project Description	Solicitation Number

PARTS 3, 4, AND 5 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.

I hereby request a waiver of (1) the Minority Business Enterprise (MBE) participation goal and/or subgoal(s), (2) the Disadvantaged Business Enterprise (DBE) participation goal, or (3) a portion of the pertinent MBE/DBE participation goal and/or MBE subgoal(s) for this procurement.[3] I affirm that I have reviewed the Good Faith Efforts Guidance MBE/DBE Form E. I further affirm under penalties of perjury that the contents of Parts 3, 4, and 5 of MDOT MBE/DBE Form E are true to the best of my knowledge, information and belief.

_____	_____
Company Name	Signature of Representative
_____	_____
Address	Printed Name and Title
_____	_____
City, State and Zip Code	Date

[3] MBE participation goals and subgoals apply to State-funded procurements. DBE participation goals apply to federally-funded procurements. Federally-funded contracts do not have subgoals.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 3 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO MBE/DBE FIRMS

PAGE ___ OF ____

Prime Contractor	Project Description	Solicitation Number

Identify those items of work that the bidder/offeror made available to MBE/DBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE/DBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder's/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE/DBE Firms, and the total percentage of the items of work identified for MBE/DBE participation equals or exceeds the percentage MBE/DBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE/DBE Firms, the bidder/offeror should make all of those items of work available to MBE/DBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE/DBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE/DBE Firms? If no, explain why?
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No

☐Please check if Additional Sheets are attached.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 4 – IDENTIFIED MBE/DBE FIRMS AND RECORD OF SOLICITATIONS

PAGE ___ OF ____

Prime Contractor	Project Description	Solicitation Number

Identify the MBE/DBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE/DBE participation. Include the name of the MBE/DBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE/DBE provided a quote, and whether the MBE/DBE is being used to meet the MBE/DBE participation goal. MBE/DBE Firms used to meet the participation goal must be included on the MBE/DBE Participation Schedule, Form B. Note: If the procurement includes a list of the MBE/DBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE/DBE Firms or explain why a specific MBE/DBE was not solicited. If the bidder/offeror identifies additional MBE/DBE Firms who may be available to perform Identified Items of Work, those additional MBE/DBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE/DBE Firms must be attached to this form. If the bidder/offeror used a Non-MBE/DBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE/DBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: _____ **MBE Classification (Check only if requesting waiver of MBE subgoal.)** ☐ African American-Owned ☐ Hispanic American- Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification _____		Date: □ Mail □ Facsimile □ Email	Date: □ Phone □ Mail □ Facsimile □ Email	Time of Call: Spoke With: □ Left Message	□ Yes □ No	□ Yes □ No	□ Used Other MBE/DBE □ Used Non-MBE/DBE □ Self-performing

Name of Identified MBE/DBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: _____ **MBE Classification (Check only if requesting waiver of MBE subgoal.)** ☐ African American-Owned ☐ Hispanic American- Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification _____		Date: □ Mail □ Facsimile □ Email	Date: □ Phone □ Mail □ Facsimile □ Email	Time of Call: Spoke With: □ Left Message	□ Yes □ No	□ Yes □ No	□ Used Other MBE/DBE □ Used Non-MBE/DBE □ Self-performing

☐Please check if Additional Sheets are attached.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 5 – ADDITIONAL INFORMATION REGARDING REJECTED MBE/DBE QUOTES

PAGE ___ OF ____

Prime Contractor	Project Description	Solicitation Number

This form must be completed if Part 3 indicates that a MBE/DBE quote was rejected because the bidder/offeror is using a Non-MBE/DBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE/DBE, and if applicable, state the name of the Non-MBE/DBE. Also include the names of all MBE/DBE and Non-MBE/DBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE/DBE (Include spec/section number from bid)	Self-performing or Using Non-MBE/DBE (Provide name)	Amount of Non-MBE/DBE Quote	Name of Other Firms who Provided Quotes & Whether MBE/DBE or Non-MBE/DBE	Amount Quoted	Indicate Reason Why MBE/DBE Quote Rejected & Briefly Explain
	□ Self-performing □ Using Non-MBE/DBE _____	$_____	_____ □ MBE/DBE □ Non-MBE/DBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non-MBE/DBE _____	$_____	_____ □ MBE/DBE □ Non- MBE/DBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non-MBE/DBE _____	$_____	_____ □ MBE/DBE □ Non- MBE/DBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non-MBE/DBE _____	$_____	_____ □ MBE/DBE □ Non- MBE/DBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non-MBE/DBE _____	$_____	_____ □ MBE/DBE □ Non- MBE/DBE	$_____	□ Price □ Capabilities □ Other

Describe Identified Items of Work Not Being Performed by MBE/DBE (Include spec/section number from bid)	Self-performing or Using Non-MBE/DBE (Provide name)	Amount of Non-MBE/DBE Quote	Name of Other Firms who Provided Quotes & Whether MBE/DBE or Non-MBE/DBE	Amount Quoted	Indicate Reason Why MBE/DBE Quote Rejected & Briefly Explain
	□ Self-performing □ Using Non-MBE/DBE _____	$_____	_____ □ MBE/DBE □ Non- MBE/DBE	$_____	□ Price □ Capabilities □ Other

☐Please check if Additional Sheets are attached.

APPENDIX 15 VETERAN-OWNED SMALL BUSINESS ENTERPRISE

ATTACHMENT M-1
VSBE Utilization Affidavit and Subcontractor Participation Schedule
(submit with Bid/Proposal)

This document **MUST BE** included with the Bid/Proposal. If the Bidder/Offeror fails to complete and submit this form with the Bid/Proposal, the TO procurement officer may determine that the Bid is non-responsive or that the Proposal is not reasonably susceptible of being selected for award.

In conjunction with the Bid/Proposal submitted in response to Solicitation No. V-HQ-16025-IT, I affirm the following:

1. □ I acknowledge and intend to meet the overall verified VSBE participation goal of 1%.

   Therefore, I will not be seeking a waiver.

   OR

   □ I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 Business Days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07. If this request is for a partial waiver, I have identified the portion of the VSBE goal that I intend to meet.

2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.

   (a) Subcontractor Project Participation Statement (**Attachment M-2**); and

   (b) Any other documentation, including waiver documentation, if applicable, required by the TO Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the VSBE participation goal.

   I understand 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 award. If the TO Agreement has already been awarded, the award is voidable.

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

4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total TO Agreement amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

ATTACHMENT M-1

VSBE Subcontractor Participation Schedule

Prime Contractor (Firm Name, Address, Phone):	**Project Description:**
Project Number: - _____	

List Information For Each Verified VSBE Subcontractor On This Project

Name of Veteran-Owned Firm: **Percentage of Total Contract:**	**DUNS Number:** **Description of work to be performed:**
Name of Veteran-Owned Firm: **Percentage of Total Contract:**	**DUNS Number:** **Description of work to be performed:**
Name of Veteran-Owned Firm: **Percentage of Total Contract:**	**DUNS Number:** **Description of work to be performed:**
Name of Veteran-Owned Firm: **Percentage of Total Contract:**	**DUNS Number:** **Description of work to be performed:**

Continue on a separate page, if needed.

SUMMARY

TOTAL VSBE Participation: **_____%**

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

_____ _____

Bidder/Offeror Name Signature of Affiant

(PLEASE PRINT OR TYPE)

Name: _____

Title: _____

Date: _____

ATTACHMENT M-2

VSBE Subcontractor Participation Statement

Please complete and submit one form for each verified VSBE listed on Attachment M-1 within 10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with _____ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor (Firm Name, Address, Phone):	**Project Description:**
Project Number: _____	**Total Contract Amount: $**
Name of Veteran-Owned Firm: **Address:**	**DUNS Number:** **FEIN:**
Work to Be Performed:	
Percentage of Total Contract:	**Total Subcontract Amount: $**

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

PRIME CONTRACTOR SIGNATURE	**SUBCONTRACTOR SIGNATURE**
By: _____	**By:** _____
Name, Title	**Name, Title**
Date: _____	**Date:** _____

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

ATTACHMENT M-3

Motor Vehicle Administration
Veterans Small Business Enterprise (VSBE) Participation
Prime Contractor Paid/Unpaid VSBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ **Report is due to the TO Manager by the 10th of the month following the month the services were provided.** **Note: Please number reports in sequence**	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ VSBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____

Prime Contractor:		Contact Person:
Address:		
City:	State:	ZIP:
Phone:	Fax:	E-mail:
Subcontractor Name:		Contact Person:
Phone:	Fax:	
Subcontractor Services Provided:		

List all payments made to VSBE subcontractor named above during this reporting period: Invoice# Amount 1. 2. 3. Total Dollars Paid: $_____	List dates and amounts of any outstanding invoices: Invoice # Amount 1. 2. 3. Total Dollars Unpaid: $_____

**If more than one VSBE subcontractor is used for this contract, you must use separate M-3 forms for each subcontractor.

****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred)**:

_____TO Manager
_____Contracting Unit
Motor Vehicle Administration
_____
_____
_____

Signature:_____
Date:_____

This form is to be completed monthly by each VSBE subcontractor.

ATTACHMENT M-4

Veterans Small Business Enterprise Participation

Subcontractor Paid/Unpaid VSBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ **Report is due to the TO Manager by the 10th of the month following the month the services were provided.** **Note: Please number reports in sequence**	Contract #: _____ Contracting Unit: _____ VSBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____

VSBE Subcontractor Name:		
Department of Veterans Affairs Certification #:		
Contact Person:		E-mail:
Address:		
City:	State:	ZIP:
Phone:	Fax:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above. Invoice Amt Date 1. 2. 3. Total Dollars Paid: $_____	List dates and amounts of any unpaid invoices over 30 days old. Invoice Amt Date 1. 2. 3. Total Dollars Unpaid: $_____	
Prime Contractor:		Contact Person

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

_____TO Manager
_____Contracting Unit
Motor Vehicle Administration
_____
_____
_____

Signature:_____
Date:_____
(Required)

APPENDIX 16 PERFORMANCE BOND

STATE OF MARYLAND

MARYLAND DEPARTMENT OF TRANSPORTATION

PERFORMANCE BOND

Principal	Business Address of Principal
Name of Surety: A corporation of the State of _____ and authorized to do business in the State of Maryland.	
PENAL SUM OF THIS PERFORMANCE BOND	**DESCRIPTION OF CONTRACT**
	Contract Number: **Contract Name or Description:**
DATE OF BOND	**DATE OF CONTRACT**
(Shall be no later than Date on Contract)	(To be filled in by the Administration)
OBLIGEE	
State of Maryland by and through the following Administration acting for the Maryland Department of Transportation: **MARYLAND TRANSIT ADMINISTRATION**	

KNOW ALL MEN BY THESE PRESENTS, That we, the principal named above and Surety named above are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred as the Contract.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading

below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:

Witness:

_____as to

Individual Principal:

_____

(Name - Partnership Principal)

_____(SEAL)

(Signature - Partnership Principal)

In the Presence of:

Witness:

_____ as to

Co-Partnership Principal:

_____

(Name - Co-Partnership Principal)

_____(SEAL)

(Signature - Co-Partnership Principal)

In the Presence of:

Witness:

_____ as to

Co-Partnership Principal:

_____

(Name - Co-Partnership Principal)

_____(SEAL)

(Signature - Co-Partnership Principal)

In the Presence of:

Witness:

_____ as to

Co-Partnership Principal:

_____

(Name - Co-Partnership Principal)

_____(SEAL)

(Signature - Co-Partnership Principal)

In Presence of:

Witness:

Corporate Principal:

_____

(Name of Corporation)

_____as to _____(SEAL)

Corporate Secretary (Signature – Corporate President)

In the Presence of: Surety:

Attest: _____

(Surety Name)

_____ as to _____(SEAL)

(Signature – Attorney-in-fact)

Bonding Agent's Name: _____

Bonding Agent's Address: _____

Approved as to legal form and sufficiency:

This ____ day of _____, 201__

_____

Assistant Attorney General