



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

**Customer Traffic Management (CTM) System
Operations,
Maintenance, and Support TORFP**

CATS II TORFP # J00B9200044

Motor Vehicle Administration

ISSUE DATE: November 10, 2011

SMALL BUSINESS RESERVE ONLY!!

NOTICE TO BIDDERS

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, § 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a business, other than a broker, that meets the following criteria:

The business is independently owned and operated;

- The business is not a subsidiary of another business;
- The business is not dominant in its field of operation;
- The **wholesale** operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$4,000,000 in its more recently completed 3 fiscal years;*
- The **retail** operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;*
- The **manufacturing** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;*
- The **service** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$10,000,000 in its more recently completed 3 fiscal years;* and
- The **construction** operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.*
- The **architectural and engineering** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years*.

* If a business has not existed for three years, the gross sales average is computed for the period of the business's existence. For newly formed businesses the determination will be based upon employment levels and projected gross sales.

Further information on the certification process is available at www.dgs.state.md.us and click on the Small Business Reserve hyperlink.

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP NAME:	Customer Traffic Management System O&M
FUNCTIONAL AREA:	Functional Area 5 – Software Engineering
TORFP ISSUE DATE:	11/10/2011
Closing Date and Time:	12/14/2011 at 2:00 PM
TORFP Issuing Office:	Maryland Department of Transportation (MDOT) Motor Vehicle Administration (MVA) Office of Planning & Finance (OPF) Planning & Programming Division (PPD)
Questions and Proposals are to be sent to:	Donna Ziegenhein EMAIL: dziegenhein@mdot.state.md.us
TO Procurement Officer	Donna Ziegenhein Office Phone Number: 410-865-1133 EMAIL: dziegenhein@mdot.state.md.us
TO Manager:	Abul Hassan Office Phone Number: 410.787.2938 Office FAX Number: 410.768.7090 EMAIL: ahassan@mdot.state.md.us
Project Number:	J00B9200044
TO Type:	Fixed Price & Time and Materials
Period of Performance:	NTP through May 31, 2014
MBE Goal:	0 Percent
Small Business Reserve (SBR):	YES
Primary Place of Performance:	Motor Vehicle Administration Room 223 6601 Ritchie Highway Glen Burnie, MD 21062
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	n/a
TO Pre-Proposal Conference:	Motor Vehicle Administration One Orchard Road

	Glen Burnie, MD 21062 OIR Building Training Room B November 30, 2011 at 1:00 PM See Attachment 6 for Directions
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SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The Task Order (TO) Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement (TOA) scope issues, and for authorizing any changes to the TOA.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format (with the exception of the forms that require a signature, those forms can be submitted as a .pdf attachment. The "subject" line in the e-mail submission shall state the TORFP #J00B9200044. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #J00B9200044 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #J00B9200044 Financial". **Please note that the MDOT email system has an 8 MB limit on email transmission. Therefore, multiple transmissions are acceptable if they are clearly denoted (i.e. email #1 of ____, email #2 of ____, email #3 of ____ etc.) Vendors are solely responsible for assuring that their bids are delivered to the email inbox of the procurement officer on or before the scheduled time and due date for this TORFP.**

The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 – MBE Forms D1 and D-2 (Not applicable to this TORFP)
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Category Personnel Resume Summary
- Attachment 7 – Non Disclosure Agreement (Offeror)
- Attachment 10 – Living Wage Affidavit of Agreement
- Attachment 17 – Small Business Reserve Affidavit
- Proof of A+ Certification for proposed candidate(s)

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors may be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The TO Manager will notify Master Contractor of the time and place of oral presentations. All interviews (oral presentations) must be made in person – no deviations.

1.5 MINORITY BUSINESS ENTERPRISE (MBE) (NOT APPLICABLE TO THIS TORFP)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review in room #223 at MVA, 6601 Ritchie Highway NE, Glen Burnie MD 21062. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Manager of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 8.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TOA amount.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

The Department of Information Technology (DoIT) is responsible for contract management oversight on the CATS II Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 9 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

SECTION 2– SCOPE OF WORK

2.1 PURPOSE

The Maryland Department of Transportation (MDOT) is issuing this CATS II TORFP on behalf of the Motor Vehicle Administration (MVA) to obtain hardware system support for plug & play items in conjunction with an existing Commercial Off-The Shelf (COTS) based product dubbed [Q-Flow](#). Said support includes the warranty and potential replacement of all Customer Traffic Management (CTM) System related hardware equipment located in all 24 MVA Branch Offices Statewide. CTM hardware includes front-end equipment such as Liquid Crystal Display (LCD) Screens, Kiosk Units, Printers, and Scanners, as well as backend equipment such as Media Players, Speakers, and Amplifiers. Support must be inclusive of the aforementioned and all related items; for example, the Category (CAT) 6 wiring that connects the LCD monitor to the Media Player or Speaker(s).

Response time and extent of warranty must be clearly defined and adhered to in respect of existing internal parameters relating to the same issue; existing parameters can be seen by viewing Attachment 14. The philosophy of transparency and cooperation between internal technical support and an external TO Contractor is MVA's approach toward striving to lower and manage information technology cost while improving efficiency through resource optimization, consolidation and standardization where it makes sound business sense.

The MVA estimates approximately 250 hours per year for the life of the contract to be utilized in the areas of Process, Change, and Re-engineering during the term of this CATS II contract.

2.2 REQUESTING AGENCY INFORMATION

MDOT is an agency of the Executive Branch of Maryland State government. The MVA is a modal administration of MDOT, and is responsible for the issuance of driver licenses, identification cards, and vehicle titles, tags and registrations. The MVA is transitioning its approach to effective and efficient delivery of government services through the implementation of Managing for Results, which focuses on results as well as processes.

The MVA's central offices are located in Glen Burnie, Maryland. There are 24 MVA branch offices statewide (See attachment 12).

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

- *TO Procurement Officer* – MDOT representative responsible for managing the TO solicitation and award process, change order process, and resolution of TOA scope issues. Procurement involvement in relation to TOA scope issue occurs at the request of and the sole discretion of the TO Manager.
- *TO Manager* – MVA representative responsible for managing the day to day activities of the TO including the direct supervision of the on-site Contractor personnel. The TO Manager will also be responsible for preparing the TO solicitation, review and approval of proposed change orders, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting Contractor personnel performance.
- *TO Contractor Key Management Personnel* – Representative of the TO Contractor who oversee their personnel assigned under this TO. This representative will be the point of contact for managing and correcting any disputes related to this TO. This representative will also be responsible for the preparation and submittal of invoices by the due date defined in this TO, as well as, any other correspondence relating to this TO and its activities.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

The CTM is the MVA's current system used in MVA's branch offices to control walk-in customer traffic, and to collect customer wait-time and transaction time data; a full listing of the deployment sites can be viewed in [Attachment 12](#). CTM also collects service counter information regarding operator utilization. The CTM system is

run by a proprietary software product Q-Flow which is owned by Advance Customer Flow (ACF) Technologies.

The CTM software operates in a Structure Query Language (SQL) 2005 environment and is connected to multiple sites via the MVA intranet. At present, all reports are self-contained, with the exception of a SQL replication procedure that duplicates database information for ad-hoc reporting purposes. The self-contained nature of the reports may change if the MVA invests in a program called WebFocus which will translate the source code inside the CTM SQL environment and create meta-data as a result. All data within the SQL database relating to CTM is stored in one of several virtual servers (VM Ware) accessed frequently for updates to wait time calculations and real time reporting of various customer traffic and service statistics.

Customer wait times and service times are tracked through the issuance of CTM tickets produced by CTM controlled ticket dispensers via a live agent located at an information desk or via a stand-alone Kiosk unit. When a ticket is issued, CTM logs the time as the beginning of the customer's wait or session time. When the customer is called to an appropriate workstation, the wait-time is categorized as ended based on the customer agent scanning a barcode on the CTM ticket and it is then that the service time begins. When the customer service operator completes one request and calls the next customer, or abandons or cancels a ticket, the customer's service time is ended. The customer session time is the sum of the wait time and service time. The system tracks any additional time expended by the operator in completing the customer transaction once the customer has left the service area.

The ticket issued by the dispenser also identifies the type of transaction requested by the customer through a designated service category in association with an alpha character and a number showing the overall queue threshold for that given service (The queue is reset each day at each Branch to 001). The physical ticket contains a brief text description of the branch name and location, as well as a barcode that is scanned at the agent counter for verification of issuance.

While an MVA operational goal is to reduce walk-in traffic through increased self-service and third party transactions, CTM is in place to better manage the expected increase in traffic in association with various changes in regulations and/or normal sustained growth patterns that may, over time, increase traffic.

Customer Service. A major objective of CTM is to improve the wait time, orderliness and customer environment for walk-in customer service at MVA offices by improving the timeliness and accuracy of information used for management decisions.

Productivity Enhancement. CTM provides the necessary features to formulate, monitor, and gauge productivity, including timely deployment of staff among different service areas per office.

2.5 PROFESSIONAL DEVELOPMENT

Networking technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by the Motor Vehicle Administration or anticipated to be implemented by the MVA in the near future. With MVA prior approval, the time allocated to these continuing education activities for staff deployed to MVA on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor. The primary type of education being requested here is information relating to products that may enhance existing and future capabilities of the MVA in line with its strategic goal and mission.

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

2.6.2 TO Contractor shall perform all maintenance and repair in a consistent manner to ensure continuous operation of the system at all locations.

2.6.3 TO Contractor shall be responsible for the support and repair of all equipment under this TORFP. An MVA Maintenance and Repair Service Call List showing the type of equipment and number of repairs per week is located in Attachment 15.

2.6.4 TO Contractor shall produce a bi-weekly report, as part of the project status reporting, that details all maintenance and repair work performed for the two weeks prior.

2.6.5 TO Contractor shall respond via phone to all service calls placed to the TO Contractor by the MVA Support Unit within the principal period of maintenance/repair within 15 minutes of receipt of a call. The principal period of maintenance and repair is from 8 a.m. until 5:00 p.m. ET, Monday through Friday and 8:00 a.m. until 1:00 p.m. ET on Saturday. If a system goes down, maintenance and repair personnel shall be on site within 2 hours, with some exceptions as outlined in section 2.6.7, and the system shall be restored to its original operating status without quality delays and/or associated degradation within 4 hours (total down time not to exceed 4 hours). The TO Contractor shall document response times by producing a pre-printed form in which the date and time is stamped by the manager on site and said copy shall be furnished in the bi-weekly status report. If the Service Level Agreement (SLA) is not met, the TO Contractor shall deliver to the MVA TO a written report for review and approval by close of business of the following business day that documents the reason for non-compliance and recommends to the MVA a solution that will prevent the problem from happening again. TO Contractor personnel shall be available during MVA business hours, 8:00 AM to 5:00 PM, local time, Monday-Friday, to conduct or participate in meetings correlated activities that require the participation of both State and TO Contractor personnel.

2.6.5.1 TO Contractor shall complete replacement of critical system components (i.e., Displays, Kiosk Units, Printers, Scanners) and return the system back to normal operating conditions within 4 hours after the problem was reported. If critical system components cannot be replaced within the 4-hour limitation, the TO Contractor shall notify the MVA and provide an estimate as to when the replacement will be completed. Until the repair/replacement is completed, the TO Contractor shall provide an alternative solution to provide the functionality lost due to the hardware failure, at no additional cost to MVA. If the equipment removed includes consumables (plastic covers, laminate, ribbons, etc.), the TO Contractor shall be required to reinstall the consumables in the replacement equipment. If the SLA is not met, the TO Contractor shall deliver to the MVA a written report that documents the reason for non-compliance and recommends to the MVA a solution that will prevent the problem from happening again.

2.6.5.1.1 At the sole discretion of the TO Manager the repetitive and/or recurrent issues may be escalated up the chain of command through the procurement process whereby the MVA seeks liquidated damages in the form of full reimbursement in association with all claims relating to non-compliance.

2.6.5.2 TO Contractor shall notify, in writing, the MVA Supervisor or responsible equipment officer at each location as to what equipment has been moved or replaced and what equipment has been provided as a replacement. The TO Contractor shall document the move or replacement work in the bi-weekly status report. At a minimum, this list should include, for both the old and new equipment, the date of move or replacement, branch office location, MVA Asset number, serial number, manufacturer and model number, and the MVA Helpdesk Number associated with the move or replacement. The MVA Helpdesk Number will be provided by the MVA IT staff at the initial point of contact when a problem is reported.

2.6.5.3 TO Contractor shall, for all hardware in service or on stand-by, provide the manufacturer recommended cleaning, dust removal, and general preventative maintenance in order to promote optimal hardware performance. The planned method and schedule for preventative maintenance shall be tracked in the bi-weekly status report. Preventative maintenance to promote optimal hardware performance does not include system patches and upgrades, unless specifically requested by the MVA through a Change Order. The Preventative Maintenance Plan shall be submitted to the MVA TO Manager within 30 days from the

Kick-Off meeting.

2.6.5.4 TO Contractor shall create production schedules for items such as LCD TV's so that they automatically shut off and on at times designated by the TO Manager. This production schedule shall be submitted to the MVA within 30 days from the Kick-Off Meeting.

2.6.5.5 TO Contractor shall provide a single point of notification for all maintenance and repair problems during the hours of the principal period of maintenance and a 24-hour toll free telephone number for the purpose of contacting the TO Contractor's call center or help center. The TO Contractor's hardware maintenance and repair staff shall receive, both via email and by phone to the TO Contractor's system support contact number, questions and requests for assistance from the MVA's Help Desk. Each TO Contractor staff member shall have a telephone number where they can be reached in an emergency situation for on-call purposes..

2.6.5.6 TO Contractor shall develop a Communication Plan with their contact information, present it at the Kick-Off Meeting, and keep it current and available to the MVA throughout the project.

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

2.6.5.8 TO Contractor shall perform support and repair services during non-business hours, on a time and materials basis to be approved by the TO Manager.

2.6.5.9 TO Contractor shall provide to the MVA, via email, a comprehensive problem and resolution report on a bi-weekly basis. This report shall provide a detailed and prioritized list of all system issues reported in the past week and the current status of those issues. Summary statistics such as average response times, average turnaround time, and call frequency, shall also be included. The bi-weekly report shall be submitted in MS word with hard copies distributed at the meeting.

2.6.5.10 TO Contractor shall maintain an accurate, up-to-date, complete asset inventory list of all supported hardware and equipment submitted to the MVA TO Manager a quarterly basis. The inventory list shall include, at a minimum, the item location, MVA asset tag number, serial number, manufacturer, model number and item description, and shall be maintained in MS Excel. See **Attachment 13** as a reference. MVA TO Manager has the right to request modification of the inventory list as he/she sees fit. Modification of said documentation will occur at no cost to the MVA.

2.6.5.11 TO Contractor shall perform support, repair, or replacement of equipment that is inoperative due to accidental damage (damage that is not caused by normal use or wear in the MVA environment) and shall handle no-cause calls (problem was fixed by MVA before the technician arrived and a service cancellation call was not made) on a time and materials basis. The TO Contractor's field technicians determine an "accidental damage" condition while they are at the MVA Branch Office requesting the repair (if the accidental damage is determined at the workbench, more extensive documentation is required, e.g. pictures). The field technicians shall document the determination of "accidental damage" or "no-cause" calls and detail the determination on the repair ticket. Both the TO Contractor field representative and the MVA Branch manager/supervisor will sign in agreement of the accidental damage or no-cause determination and a copy will be given to the MVA Branch manager/supervisor. The TO Contractor shall invoice the cost of an accidental damage repair/no-cause call within sixty (60) days from the repair ticket date. If the cost of an accidental damage repair/no-cause call is not invoiced within sixty (60) days from the repair ticket date, the cost of the repair shall be waived. The TO Contractor shall have on the invoice enough information to relate back to the signed repair ticket. The invoice shall have supporting documentation that verifies the technicians travel hours, bench repair hours worked (when the equipment is

returned to the TO Contractor’s repair facility for repair or mutually agreed alternative), the costs of any materials, and any other expenses (e.g., shipping). The MVA will not pay for accidental damage repair that cannot be validated by a signed repair ticket or for a repair made without detailed cost documentation. The MVA and the TO Contractor will negotiate the final decision in the event there is a disagreement that a repair is an “accidental damage repair/no-cause calls” repair.

2.6.5.12 TO Contractor shall ensure that any and all support to any hardware which would include any network, software facilities updates, comply with documented specifications and standards, pass performance testing criteria, and are formally approved by the MVA. Performance testing criteria shall be documented to the MVA in a Performance Management Plan .

2.6.5.13 TO Contractor shall ensure that hardware support maintains full compatibility with all interfacing systems, security systems, and telecommunications. The TO Contractor shall be fully responsible for all system and component compatibility.

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

2.6.5.15 TO Contractor shall create a monthly status report listing all help desk tickets in chronological order. Template of said report is attached as [Exhibit B](#) – template may be modified at the request of the MVA and content added or detracted as the MVA sees fit.

2.6.6 WORK HOURS

The TO Contractor’s assigned personnel shall be available, Monday through Friday, 8:00am – 5:00pm ET and Saturdays 8:00am - 12:00pm ET, except for State holidays. Personnel assigned to the network engineering services are required to be on-call 24 hours a day. It is the responsibility of the TO Contractor to supply the MVA with a 24/7 phone support number and alternative methods of contact in case said number is unavailable for any period exceeding 30 minutes.

2.6.7 SERVICE LEVEL AGREEMENT

Designation of Service Levels is the sole responsibility of the MVA. Based on assigned service level the contractor must comply accordingly to the items below:

Service Level Agreement (SLA) Response Times

****All reported issues are subject to a 15 minute call response time**

SLA 1 - The Branch Offices listed below will have a **2-hour** SLA for equipment.

- Annapolis
- Columbia
- Glen Burnie
- Towson
- Westminster
- Easton
- Salisbury
- Baltimore City
- Essex
- Glenmont
- Waldorf
- Beltsville
- Hagerstown
- Elkton
- Bel Air
- Gaithersburg
- Largo
- Walnut Hill
- Cumberland
- Frederick
- Loveville

SLA 2 - The Branch Offices listed below will have a **4-hour** SLA for equipment.

- Oakland
- Prince Frederick

On site response to calls after 1pm for SLA 2 must be resolved by 9am the next morning. Service Level Agreement (SLA) Resolution Times may vary depending on the nature of the issue. It is the responsibility of the TO Contractor to state an estimated time of resolution after arriving at the site. For all resolution times under 2-hours no prior approval is required. For resolution times exceeding 2-hours the TO Manager's permission is required along with a justification.

2.6.8 **AUDIT REQUIREMENTS**

In accordance with the Statement of Standards for Attestation Engagements (SSAE) 16, the Contractor shall conduct a Service Organization Control (SOC) 2 Type 2 audit for providing services that affects the security, availability, and processing integrity of a system that process users' data and the confidentiality and privacy of information processed by this system.

SOC 2SM is reports specifically address one or more of the following five (5) key system attributes:

- (i) **Security** – The system is protected against unauthorized access (both physical and logical);
- (ii) **Availability** – The system is available for operation and use as committed or agreed;
- (iii) **Processing integrity** – System processing is complete, accurate, timely and authorized;
- (iv) **Confidentiality** – Information designated as confidential is protected as committed or agreed;
- (v) **Privacy** – Personal information is collected, used, retained, disclosed and disposed of in conformity with the commitments in the entity's privacy notice, and with criteria set forth in Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants (AICPA) and Canadian Institute of Chartered Accountants.

Type 2 specifically reports on management's description of the service organization's system and the suitability of the design and operating effectiveness of the controls.

The SOC 2 Type 2 must be conducted by an independent Certified Public Accountant (CPA) at the Contractor's expense on an annual basis. The audit shall reflect the state's fiscal year (July 1st through June 30th) and be completed by September 30th of each year thereafter. The independent auditor shall be subject to approval by the MVA

One copy of the report shall be sent to the MVA's Office of Procurement and Contracts and another copy shall be sent to the Internal Auditing Division; both located at 6601 Ritchie Highway, N. E., Glen Burnie, Maryland 21062.

This section is subject to change in accordance with current accounting standards and practices set forth in GAAP issued by the AICPA and Canadian Institute of Chartered Accountants for the duration of the contract.

All approved sub-contractors providing similar service under this contract shall adhere to the same auditing requirements set-forth in this section.

2.7 PERFORMANCE PROBLEM MITIGATION

In the event the agency is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows. The TO Manager will notify TO Contractor in writing describing the problem and delineating remediation requirements. The TO Contractor will have two business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.

2.8 SUBSTITUTION OF PERSONNEL

The TO Contractor may not substitute personnel without the prior approval of the agency. All requests for substitutions shall comply with Section 2.9.6 of the CATS II Master Contract. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.9 HARDWARE, SOFTWARE, AND MATERIALS

Replacement of existing hardware must first receive approval from the TO Manager. TO Contractor must provide the TO Manager with a list of alternative products from at least three different vendors. Price of hardware must be competitive with like items online. Hardware costs procured, as part of the TORFP cannot exceed 49 percent of total TO value. Material and shipment cost must be passed through with no mark-up by the TO Contractor. TO Contractor must understand and adhere to ANSI/TIA/EIA-569-A Commercial Building Standards and all associated connecting hardware must comply with ANSI/TIA/EIA-568-B.2 or ANSI/TIA/EIA-568-B.3)

2.10 DELIVERABLES

Accepted deliverables shall be invoiced within 30 days in the Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. When a deliverable is deemed complete the TO Contractor will submit to the TO Manager for sign-off a deliverable acceptance form. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 11). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance applicable invoice format.

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

- A) Be presented in a format appropriate for the subject matter and depth of discussion.

- B) Be organized in a manner that presents a logical flow of the deliverable’s content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the section of the deliverable being discussed.

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

Del. ID	Deliverables	TORFP Reference Section	Expected Completion:	Acceptance Criteria
2.10.1	A bi-weekly report	2.6.2, 2.6.3, 2.6.5	Recurring	An MS Word document containing information listed in TORFP Section 2.6.2, 2.6.3, and 2.6.5. The report will be compliant with Exhibit B.
2.10.2	Preventative Maintenance Plan and Production Schedule delivered to MVA 30 days after kick-off meeting		30 days after NTP	An MS Word document accompanied by an MS Project document with the production schedule.
2.10.3	Communication Plan shall be delivered at the Kick-off meeting.		45 days After NTP	An MS Word document following the SDLC template as illustrated by MDOT.
2.10.4	Electronically provide to the MVA comprehensive problem and resolution reports for status monitoring	Section 2.6.5.2, 2.6.5.3, and 2.6.5.9	Bi-weekly	An MS Word document
2.10.5	Produce an accurate, up-to-date complete asset inventory list of all supported hardware and equipment on a quarterly basis		Initial 60 days After NTP and then Quarterly	An MS Excel document with multiple tabs broken out by branch office and a main tab that highlights the entire network. Main tab must be hyperlinked to smaller tabs.
2.10.6	Performance/Test Management Plan	2.6.5.12	To be conducted semi-annually with first interval to begin 30 days after NTP.	An MS Excel document that supplements 2.10.5 with testing commentary for each equipment.
2.10.7	Project Kick-off meeting		30 days After NTP	MS Word document
2.10.8	Develop, submit and execute a Transition Management Plan (incumbent TO Contractor’s on-site team works with the new TO Contractor’s team and/or the MVA team)		6 months before contract expiration	
2.10.9	Monthly Report as shown in Exhibit B	2.6.5.15 & 2.14	Monthly	Completed monthly Exhibit B
2.10.10	Audit Requirement	2.6.8	Yearly	As required in Section 2.6.8

2.11 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

2.12 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

It is a requirement that an Offeror must currently be, and must have been for at least the last two (2) years, an organized business entity.

The following minimum qualifications are mandatory. The Master Contractor’s staff must demonstrate expertise in the following:

- A minimum of five-years of experience implementing and maintaining plug & play hardware for an enterprise wide, mission-critical system that is also mission critical to the agency.
- TO Contractor must provide current references to at least 3 companies with whom Contractor has performed similar services.
- TO Contractor staff must provide proof of A+ Certification with a minimum of 3 years experience working as a technician with job tasks including, but not limited to, hardware installation, hardware support, and hardware replacement.
- TO Contractor's staff must provide proof of 3-years of prior experience in mounting/dismounting TV units, stand-alone miniature kiosk units, and configuration of sound amplifiers.
- Demonstrate hardware and software systems experience, including a summary of the types of systems implemented by client/location, and upgrade of those systems. Include description of security and emergency backup systems/facilities for information systems, data, and associated hardware.
- A minimum of 2 years of experience in testing, operations, quality assurance, and repairs.
- Basic experience in trouble-shooting issues such as printer malfunctions.
- At least 2 years of experience writing scripts in SQL in association with SQL 2005 at a minimum with the experience having occurred within a 3 year period of the proposal submission.

2.13 TO CONTRACTOR EXPERTISE REQUIRED

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

2.14 INVOICE SUBMISSION

Payments will be made on a monthly basis as per the unit price provided on the price proposals. Payment will only be made after a sign-off confirmation has been approved by the TO Manager. TO Contractor on the 5th of each month must supply the TO Manager with the monthly status report. Status report must include a sign-off sheet listed below as **Attachment 11**. Once the sign-off confirmation has been forwarded by the TO Manager to the TO Contractor must abide by the following steps:

- 1) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form

– **Attachment 11**, for each deliverable being invoiced) submitted for payment to the Maryland Motor Vehicle Administration at the following address:

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

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

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

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described above, and must be submitted to the TO Manager for payment approval.

2.15 PREMISES AND OPERATIONAL SECURITY:

Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MDOT from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor. MDOT reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDOT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this RFP. MDOT reserves the right to perform additional background checks on TO Contractor and subcontractor employees.

Further, TO Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees to be accompanied while in secured premises.

TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.

TO Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract.

The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.

TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.

Resources proposed to perform services for Maryland Aviation Association (MAA) must be capable of qualifying for and obtaining a BWI Airport Security badge to include US Customs Seal and Transportation Identifications. Resources proposed to perform services for Maryland Port Authority (MPA) must comply with all MPA security requirements.

The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.

B) Proposed Personnel

- 1) Identify and provide no more than four (4) resumes for all proposed personnel by labor category.
- 2) Document that all proposed personnel meet the minimum required qualifications. Experience and education must be shown in a "start date" to an "end date" in the format: MM/YYYY thru MM/YYYY.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

C) Subcontractors

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

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract(s) supporting the reference.
 - d) The services provided scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

- a) The State contracting entity,
- b) A brief description of the services/goods provided,
- c) The dollar value of the contract,
- d) The term of the contract,
- e) Whether the contract was terminated prior to the specified original contract termination date,
- f) Whether any available renewal option was not exercised,
- g) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

E) State Assistance

- 1) See [Attachment 14](#) for information relating to escalation procedures in respect to system related issues.

F) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

A) Completed Financial Proposal - Attachment 1, 1A, and 1B.

The Master Contractor should indicate on Attachment 1A the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are fully loaded and not to exceed the rates defined in the Master Contract.

All prices submitted shall be valid for a period of 120 business days from the day that proposals are due. The State reserves the right to request an extension on these prices if time period extends beyond the 120 days indicated.

SECTION 4 EVALUATION

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

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

The Technical Evaluation Committee members will independently review and rank all Offeror's Technical proposals based on the following criteria. The criteria are listed in decreasing relative order of importance. Following completion of the proposal evaluation process and discussions or negotiations with the Offerors, if any, the Procurement Officer will make a written determination recommending award of the contract to that responsible Offeror whose proposal is determined to be the most advantageous to the State.

4.2.1 Criteria – Basis of Evaluation order of importance:

1. Overall Experience and Technical Competence
2. Qualifications of Key Personnel
3. Offeror Business References
4. Overall Clarity of Response and Comprehension of State Requirements
5. Offeror Disclosures

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.12 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 4.3.2 MDOT will conduct interviews of personnel proposed in the TO Proposal that meet minimum qualifications in accordance with full compliance in relation to COMAR.
- 4.3.3 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering BOTH technical and financial submissions shall be selected for the work assignment.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 - PRICE PROPOSAL
 Price Proposal for CATS II TORFP # J00B9200044

Fixed Price Monthly Recurring Costs			
Record the fixed-price Monthly Recurring Price for CTM Hardware & Software services. These services should be Hardware Maintenance listed under section 2.6. The price would be inclusive of all Deliverables under 2.10. Also include one-time charges for Transition beginning and ending of contract.			
	Column A	Column B	Column C
Period of Performance	Monthly Recurring Price	Number of Months	Annual Total
(NTP – May 31, 2012)		5 Months	
(June 1, 2012 – May 31, 2013)		12 Months	
(June 1, 2013 – May 31, 2014)		12 Months	
		QTY	
Beginning Transition Cost		1	
End of Contract Transition Cost		1	
TOTAL PRICE FOR HARDWARE & SOFTWARE MAINTENANCE (NTP – May 31, 2014)			\$

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

SUBMIT WITH THE FINANCIAL RESPONSE WITH SIGNATURE

ATTACHMENT 1A - PRICE PROPOSAL FOR CATS II TORFP

J00B9200044

LABOR CATEGORIES

Prices are to be valid for the term of the contract

TO Contractor can utilize up to two resources in order to handle enhancements through Time and Material costing. The TO contractor will submit proposal using 250 hours for evaluation purposes for life of contract. The MVA envisions the use of built in T&M for Process, Change, and Reengineering based measures for the term of this CATS II contract. Associated work may involve software and/or hardware related solutions as a result of future needs and/or legislation. The 250 hours are for evaluation purposes only actual hours will be determined based on utilization.

Rates listed should be fully loaded rates.

Labor Categories	A	B	C
	Fully Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
Year 1 (NTP – May 31, 2012)			
<i>Resource #1 - Insert Labor Category</i>	\$	250	\$
<i>Resource #2 - Insert Labor Category</i>	\$	250	\$
Total Year #1			\$
Year 2 (June 1, 2012 – May 31, 2013)			
<i>Resource #1 - Insert Labor Category</i>	\$	250	\$
<i>Resource #2 - Insert Labor Category</i>	\$	250	\$
Total Year #2			\$
Year 3 (June 1, 2013 – May 31, 2014)			
<i>Resource #1 - Insert Labor Category</i>	\$	250	\$
<i>Resource #2 - Insert Labor Category</i>	\$	250	\$
Total Year #3			\$
Total T & M Costs (NTP date to May 31, 2014)			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Hourly Labor Rate shall be assumed to be fully loaded rates which shall include any travel expenses, etc. The total hours listed above are to be considered as estimated only and not to be construed as a guaranteed billable hours. Actual hours will be compensated at the total number of hours performed.

SUBMIT WITH THE FINANCIAL RESPONSE WITH SIGNATURE

ATTACHMENT 1B - PRICE PROPOSAL

Price Proposal for CATS II TORFP # J00B9200044

Provide fixed cost for the hardware installation and maintenance support in relation to the procurement of additional kiosk units. TO Contractor assigned to perform maintenance work after full implementation of all kiosk units; maintenance period to begin 30 days after full deployment.

Fixed Price Kiosk, Installation, and Monthly Maintenance Costs				
Line item pricing shall include the cost of a Kiosk with installation; and monthly recurring maintenance cost.				
Description	Unit Price	Kiosk		Cost
Kiosk & Installation (Unit Price)		x	29	\$
Monthly Maintenance Fee		x	29	\$
TOTAL PRICE FOR Kiosks & Maintenance:		\$		

Presently the MVA utilizes software from <http://www.faronics.com> in order to lock-down the kiosk units. Pricing and maintenance/support cost for said software is listed on the website.

Pricing Summary (Bring totals forward from Price Proposal 1, 1A, and 1B to summarize total TORFP Costs)	
Total Price For Hardware & Software Maintenance	\$
Total T & M Costs	\$
TOTAL PRICE FOR Procurement & Maintenance	\$
GRAND TOTAL	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT WITH THE FINANCIAL RESPONSE WITH SIGNATURE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # J00B9200044

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

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 10th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 10th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

1.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

Certified MBE Utilization and Fair Solicitation Affidavit

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

In conjunction with the offer submitted in response to TORFP No. J00B9200044, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of ___ percent and, if specified in the TORFP, sub-goals of ___ percent for MBEs classified as African American-owned and ___ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.
2. OR
3. After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.
4. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
5. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
6. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.
7. If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.
8. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J00B9200044	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule (Continued)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to TORFP # J00B9200044, I state the following:

- 10. Offeror identified opportunities to subcontract in these specific work categories:
- 11.
- 12. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
- 13.
- 14. Offeror made the following attempts to contact personally the solicited MBEs:
- 15.
- 16. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
 - 17. (DESCRIBE EFFORTS)
- 18.
- 19. This project does not involve bonding requirements.
- 20.
- 21. Offeror did/did not attend the pre-proposal conference
 - 22. No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title

		Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

Subcontractor Project Participation Statement

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

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. J00B9200044, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

Report #: _____	CATS II TORFP #J00B9200044
Reporting Period (Month/Year): _____	Contracting Unit _____
Report is due by the 10th of the following month.	Contract Amount _____
	MBE Sub Contract Amt _____
	Contract Begin Date _____
	Contract End Date _____
	Services Provided _____

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

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

Return one copy of this form to the following address:

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
----------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): ___/_____ Report Due By the 10th of the following Month.	CATS II TORFP #J00B9200044 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____ Contact Person: _____		

Return one copy of this form to the following address:

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
----------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------

Signature: _____ Date: _____

Submit as required in TO Contractor MBE Reporting Requirements

ATTACHMENT 3 - TASK ORDER AGREEMENT

CATS II TORFP # J00B9200044 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20__ by and between MASTER CONTRACTOR and the STATE OF MARYLAND, TO Requesting Agency.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the TO Requesting Agency, as identified in the CATS II TORFP # J00B9200044.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # J00B9200044, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR dated June 1, 2009.
 - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the TO Requesting Agency and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - FINANCIAL.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS II TORFP
 - c. Exhibit B – TO Proposal-Technical

d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on May 31, 2014.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. 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, MDOT on Behalf of MVA

By: Thomas Hickey, Acting Director of Procurement

Date

Witness: _____

ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

MUST SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 - LABOR CATEGORY PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is required at the time of the interview.

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

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

**LABOR CATEGORY PERSONNEL RESUME SUMMARY
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from section 2.10 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT WITH TO RESPONSE
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – DIRECTIONS
TO THE PRE-TO PROPOSAL CONFERENCE

GLEN BURNIE – HEADQUARTERS / OIR BUILDING

One Orchard Road
Glen Burnie, MD
21062

OIR Building – Ground Floor
Training Room B

From the Francis Scott Key Bridge – Take Exit A-2, Rt. 710 (Ordnance Rd.). Make a right onto Rt. 2 (Ritchie Highway)

From Baltimore City – Travel 95 South or 295 South to the Baltimore Beltway 695, take 695 East, travel to Exit 3B, make a left turn at the first traffic light, onto the parking lot.

From the Harbor Tunnel - Take Exit 14, then Exit 14B, travel Ritchie Highway, follow signs to Motor Vehicle.

From Towson – Travel South on 695 to Exit 3B (Ritchie Highway) make a left turn at the first traffic light, onto the parking lot.

From Laurel or Columbia – Take 95 North, to 695 East, travel to Exit 3B, make a left turn at the first traffic light, onto the parking lot.

From Washington or Marlboro – Take either 95 North or 295 North (Baltimore Washington Parkway) towards Baltimore City, up to the Baltimore Beltway 695. Take 695 East, travel to Exit 3B (Ritchie Highway) make a left turn at the first traffic light, onto the parking lot.

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20__, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #J00B9200044 for TORFP CUSTOMER TRAFFIC MANAGEMENT (CTM) SYSTEM OPERATIONS, MAINTENANCE AND SUPPORT. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information referenced above, OFFEROR agrees as follows:

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

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

**MUST SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE
SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP**

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 20___, by and between the State of Maryland (“the State”), acting by and through its MVA (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for TORFP No. J00B9200044 CUSTOMER TRAFFIC MANAGEMENT (CTM) SYSTEM OPERATIONS, MAINTENANCE AND SUPPORT dated _____, (the “TORFP”) issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; and

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

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

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

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

Contractor/Contractor's Personnel:

Name: _____

Title: _____

Date: _____

TO Requesting Agency:

Name: _____

Title: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS II Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS II master contract. Requirements for TO management can be found in the CATS II master contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the **Checklist Due Date** below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to contractoversight@doit.state.md.us with the TO number in the subject line.

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
<p>A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)</p>	
<p>B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
<p>A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
Section 3 – Substitution of Personnel	
<p>A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)</p>	
<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	

D) Was the substitute approved by the agency in writing?
Yes No (If no, explain why) _____

Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)
%

B) Are MBE reports D-5 and D-6 submitted monthly?
Yes No (If no, explain why) _____

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)
%
(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))

D) Is this consistent with the planned MBE percentage at this stage of the project?
Yes No (If no, explain why) _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?
Yes No

(If yes, explain the circumstances and any planned corrective actions)

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?
Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

Yes No Sections for change description, justification, and sign-off
Yes No Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)
Yes No A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?
Yes No

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

D) Is the change management procedure being followed?
Yes No (If no, explain why) _____

ATTACHMENT 10 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
Name of Contractor _____
Address _____
City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____
Signature of Authorized Representative: _____
Date: _____ Title: _____
Witness Name (Typed or Printed): _____
Witness Signature & Date: _____

MUST SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

EXHIBIT A

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

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

Signature

Date

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

EXHIBIT B

Monthly O & M Status Report sample

Project: Customer Traffic Management 2	CATS Project #:
Reporting Period: Insert Date	Status Report #:
To: TO Manager	From: TO Contractor
CC:	

Executive Summary

Problem Reports: System Problems Reported by MVA					
Status: Complete, Pending (On Schedule), Late, or Delayed, along with Tracking Date					
SR #	Description of Problem	MVA Reported	Initial SPS Response	Final Resolution	Resolution
82461	Westminster Office lost power when power restored the CTM cabinet was buzzing.	1/09/10 10:25 AM email received from helpdesk	1/10/10 Responded via email at 10:55 PM	1/11/10 TO Contractor contacted office it appears that the issue resolved itself.	Power was lost to the office. There was a buzzing noise issuing from the CTM cabinet. The noise is no longer being made. It may be that when the media player was rebooted something may have come in contact with the fan.

Accomplishments: Activities started or completed in this reporting period.	
1.	Contacted Westminster Office to walk through cabinet noise problem.

Attachment 11- Consulting and Technical Services II (CATS II) Agency Acceptance of Deliverable Form

TO Agency Name: Maryland Department of Transportation (MDOT)
Motor Vehicle Administration (MVA)

TORFP Title: (CATS II TORFP J00B9200044)

TO Manager:

TO Contractor:

The following deliverable, as required by TO Agreement # XXXX of Master Contract # XXXXX, Purchase Order # XXXXX, has been received and reviewed in accordance with the TORFP.

Title of Deliverable:

TORFP Contract Reference Number:

Deliverable Reference ID:

This deliverable:

- IS ACCEPTED AS DELIVERED**
- IS REJECTED FOR THE REASON(S) INDICATED BELOW.**

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager

Date

ATTACHMENT 12 -MVA BRANCH OFFICES

Full Service Offices Hours:

Monday-Friday 8:30 - 4:30

Saturday 8:30 - noon (Driver Services only)

Express Offices Hours:

Monday-Friday 8:30 - 4:30

Saturday 8:30 - noon (Driver Services only)

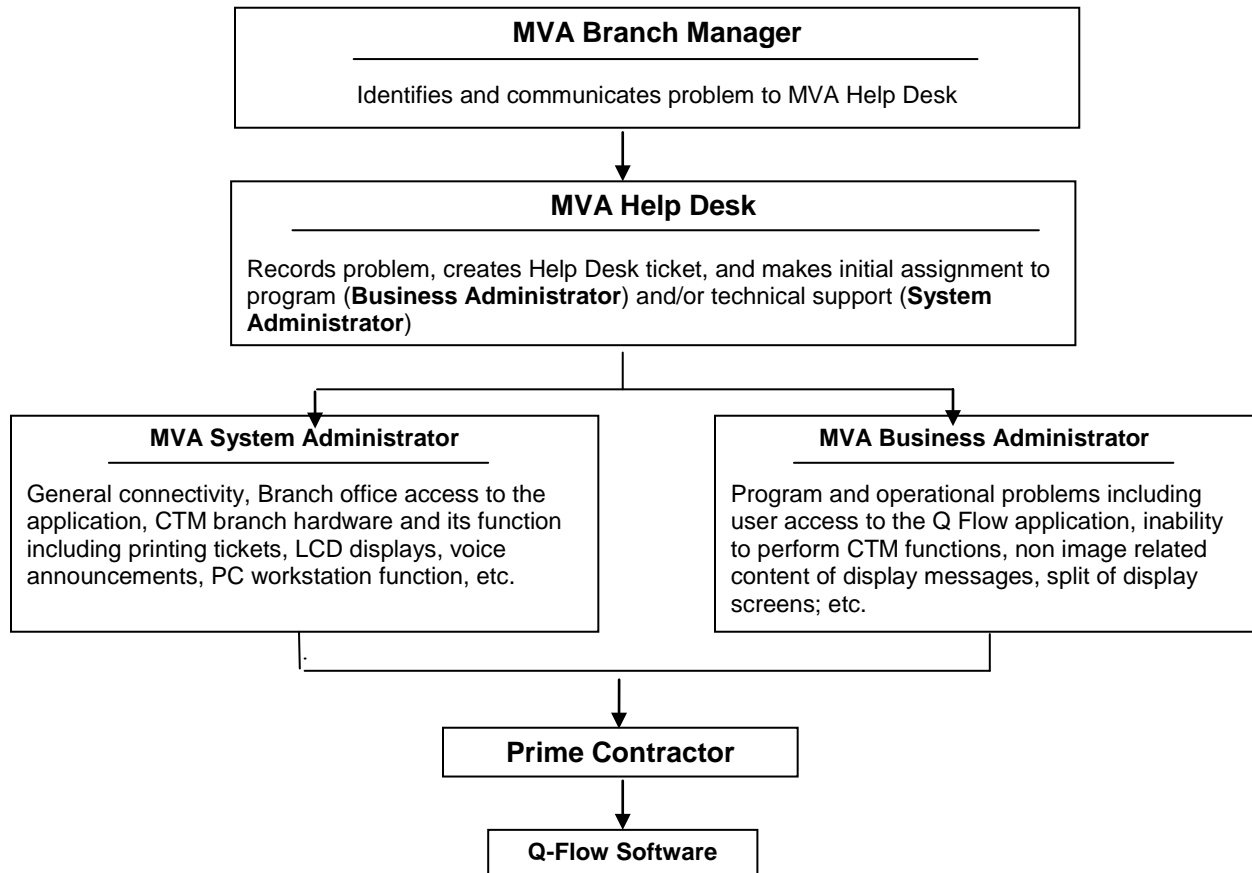
<p>01 Annapolis District 4 Manager: Natalie Llewellyn 410-573-4780 160 Harry S. Truman Parkway, Annapolis, MD 21401</p>	<p>06 Cumberland District 1 Manager: Lenna Morgan 301-729-4668 13300 Winchester Rd SW, Cumberland MD 21502</p>
<p>24 Baltimore City District 2 Manager: Paul Taylor 410-225-4000 5425 Reisterstown Road, Baltimore, MD 21215</p>	<p>08 Easton District 4 Manager: Debbie Seward 410-820-6900 9148 Centreville Road, Easton, MD 21601-9620</p>
<p>36 Beltsville District 3 Manager: Betty Thompson 301-210-2900 11760 Baltimore Avenue-Beltsville MD 20705</p>	<p>09 Elkton District 2 Manager: Patricia McQuaide 410-392-3569 105 Chesapeake Blvd., Suite A, Upper Ches. Corp. Ctr. Elkton, MD 21921</p>
<p>02 Bel Air District 2 Manager: Linda Colden 410-638-6505 501 West MacPhail Road, Bel Air, MD 21014</p>	<p>25 Essex District 2 Manager: Mike Sears 410-780-3604 1338A Eastern Blvd, Baltimore, MD 21221</p>
<p>28 Columbia Express District 3 Manager: Nancy Elkins 410-964-1598 6490 Dobbin Road South, Columbia, MD 21045</p>	<p>11 Frederick District 1 Manager: Paul Cebeci 301- 631-7142 Ext 302 1601 Bowman Farm Road, Frederick, MD 21701</p>
<p>15 Gaithersburg District 3 Manager: Jane Thomas 301-990-3401 15 Metropolitan Grove Road Gaithersburg, MD 20878-4098 FAX #: 301-527-2953</p>	<p>17 Loveville District 4 (8:30 am-3:45pm)Wednesdays, Thursdays & Fridays ONLY Manager: Tim Ballard 301-997-1750 27351 Point Lookout Road, Leonardtown, MD 20650</p>
<p>12 Glen Burnie District 1 Manager: Rhonda Witt 410-787-7899 6601 Ritchie Hwy NE, Glen Burnie Md. 21062</p>	<p>35 Mobile Bus Unit Operations Dir. Office Manager: Sandy Bathurst Cell Phone # 410-802-4619</p>
<p>6 Glenmont Express District 3 Manager: Al Lamberger 301-946-6067 12335 C & D Georgia Avenue, Silver Spring, MD 20906</p>	<p>18 Oakland District 1 (10:00am – 3:30pm), Tuesdays & Thursdays ONLY 301-334-8808, 400 Weber Road Oakland, MD 21550</p>
<p>13 Hagerstown District 1 Manager: Rebecca Snyder 240-420-5229 18306 Col. Henry K. Douglas Drive, Hagerstown, MD 21740</p>	<p>19 Prince Frederick District 4 (8:30am – 3:45pm), Mondays & Tuesdays ONLY Manager: Tim Ballard 410-535-8806 200 Duke Street, Prince Frederick, MD 20678</p>
<p>10 Largo District 4 Manager: Sherri Dyson 301-333-1500 10251 Central Ave, Upper Marlboro MD 20772-1303</p>	<p>21 Salisbury District 4 Manager: Debbie Taylor 410-219-7737 251 Tighman Road, Salisbury, MD 21804</p>
<p>27 Loch Raven/Parkville Manager: Synethia Kenner 410-663-7575 8966 Waltham Woods Rd., Parkville MD 21234</p>	<p>30 Walnut Hill Express District 3 Manager: Carroll Galling 240-631-1362 16516 South Westland Drive, Gaithersburg, MD 20877</p>
<p>16 Waldorf District 4 Manager: Sharon Semler 301-632-6501 11 Industrial Park Drive, Waldorf, MD 20602-1908</p>	<p>23 Westminster District 1 Manager: Ronald Wagner 410-386-3200 1106 Baltimore Blvd., Westminster, MD 21157</p>
<p>Glen Burnie Headquarters Back Office, Central Issuance, Mail-in Renewals</p>	<p>39 White Oak District 3 Manager: Sherri Gardner 301-989-6200 2131 Industrial Parkway, Silver Springs MD 20904</p>

ATTACHMENT 13 - CURRENT HARDWARE INVENTORY LIST

Hardware Description	Quantity
Black Hawk MP945-D Media Player with XP/PRO	43
Radio Shack 42-2251 6' 1/8" Phono Y-Adapter	54
APC 50028670, APC POWER MANAGER, Device Controller UPS	33
Radio Shack 15030136' S-Video and Audio Cable	201
Citizen CBM-1000III USB Counter Ticket Printer w/cable	76
DAS 52333445 6" Flush Mount Ceiling Speaker	92
Optimus 32-2054 40 Watt PA Amplifier - Support up to 4 speakers	45
DAS 42-2352 Stereo Patch Cable	49
L-Tron 4600RP , Omni Bar Code Scanner w USB Deskmount	52
Sharp 188626832" LCD TV	49
Sharp 196806042" LCD TV	20
Sharp 196805852" LCD TV	3
Chief Manufacturer, LPTSA63, Universal LCD Wall Bracket	68
Chief Manufacturer Univ Pipe Extender for MB	72
Universal Truss Spare Adapter	62
Radio Shack 15-1172 Video Distribution Amplifier	47
Radio Shack 500017 Audio+Video MUX S-Video	140
BELDEN BELDEN CAT-6 CABLE 100FT	70
BELDEN BELDEN RJ 45 RJ45 Jacks	258
Ceiling Speaker Cable (feet)	9507
Monster HTS-1000, MONSTER Surge Protector for printers	76
Signs 12"x12" Plastic Signs	454
Sign Mounting Brackets	159

*****Detail breakdown by location will be available for review upon request.**

ATTACHMENT 14 -MVA HELPDESK GUIDE



ATTACHMENT 15 - MVA MAINTENANCE AND REPAIR SERVICE CALL LISTS

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

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

Manufacturer	Model	10/30-11/5	11/6-11/12	11/13 - 11/19	11/20 - 11/26
Compaq	Server Proliant ML370				
Eltron/Zebra	License Printer P520	21	13	13	11
Compaq	PC DeskPro EN PIII 733/ 256 M	4	0	1	1
Compaq	17" CRT	0	0	0	0

HP	Miscellaneous	3	0	0	0
HP	PC EVO D510 P4 256 MEG	0	0	0	0
HP	DG767A#ABA	0			
Microtek	Flatbed Scanner Scanmaker V6UP	0	1	0	1
Hypercom	Signature Pad ICE 6000	7	5	4	6
Ithaca	Receipt Printer	1	0	1	2
Ithaca	Cash Drawer	3	0	1	2
Viisage	Camera	5	3	4	2
HP	Tape Drive	0	0	0	0
HP	Laser Printer	1	0	0	0
Welch Allen	Barcode Reader	0	0	0	0
CPQ	Server	0	1	1	0
Total Calls		45	23	25	25

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

ATTACHMENT 16 -MVA MAINTENANCE AND REPAIR EXAMPLE OF CURRENT SPARES

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

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

ATTACHMENT 17 - SMALL BUSINESS CONTRACT AFFIDAVIT

******* PROVIDING FALSE INFORMATION *******

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 11-205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

******* FAILURE TO MEET MINIMUM QUALIFICATIONS *******

Any Bidder or potential bidder failing to meet the qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, _____ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract _____ (name of firm) no longer meets the qualifications for certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

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

SMALL BUSINESS QUALIFICATION NUMBER _____

Date of Most Recent Qualification _____

DATE: _____

BY: _____

Signature (Authorized Representative and Affidavit)

MUST SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 18 – CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____ (Title) _____ and the duly authorized representative of _____ (Master Contractor) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

- A. I hereby affirm that _____ (Master Contractor) _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B9800035 (CATS II) hereto as Exhibit A

- B. I hereby affirm that the _____ (Master Contractor) _____ has provided _____ (Agency) _____ with a summary of the security clearance results for all of the candidates that will be working on Task Order _____ (Title and Number) _____ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS II Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date