

Section 1 –General Information			
RFR Number: (Reference BPO Number)	J00B9200060		
Functional Area (Enter One Only)	Functional Area 11 – Business Process Consulting Services		
Labor Category/s			
A single support staff or support groups of up to five members may be engaged for up to six months without renewal options. Awards for Major IT Development Project Manager/Deputy PMs may have tenure of one base year with up to two optional years, or through the end of the project within the Master Contract term. An RFR is limited to only labor categories defined in the CATS II RFP.			
Labor Category #3 - Senior Subject Matter Expert			
Anticipated start date	07/01/2013		
Duration of assignment	6 months from Notice to Proceed		
Designated Small Business Reserve?(SBR): (Enter "Yes" or "No")	Yes		
MBE goal, if applicable	0%		
Issue Date: mm/dd/yyyy	05/09/2013	Due Date: mm/dd/yyyy	05/30/2013
		Time (EST): 00:00 am/pm	2:00 PM
Place of Performance:	MVA Headquarters - 6601 Ritchie Highway, Glen Burnie, MD Cumberland Call Center - 13300 Winchester Road SW, Cumberland, MD Gaithersburg Call Center - 15 Metropolitan Grove Rd., Gaithersburg, MD VEIP Call Center - 6701 Bay Meadows Drive Suite E, Glen Burnie, MD		
Special Instructions: (e.g. interview information, attachments, etc.)	Interviews will be conducted by a panel using a standardized set of interview questions for all candidates.		
Security Requirements (if applicable):	Selected personnel must pass background check and obtain State ID Badges.		
Invoicing Instructions:	Invoices will be submitted electronically at the end of each month for the duration of the task order. Invoices shall have Master Contractor's Fed ID number, remit to address and RFR J00B9200060 on invoices. Invoices shall comply with all requirements in Section 2.8 of the CATS II Master Contract RFP. Invoices to be emailed to mpytko@mdot.state.md.us		
Section 2 – Agency Point of Contact (POC) Information			
Agency/Division Name:	Maryland Department of Transportation (MDOT) for the Motor Vehicle Administration (MVA)		
Agency POC Name:	Joseph Palechek Procurement Officer	Agency POC Phone Number:	410-865-1129
Agency POC Email Address:	jpalechek@mdot.state.md.us	Agency POC Fax:	410-856-1388
Agency POC Mailing Address:	7201 Corporate Center Drive, Hanover MD 21076		

Section 3 – Scope of Work

Background

The Maryland Department of Transportation/Motor Vehicle Administration (MVA) is responsible for vehicle titling and registration, drivers licensing, medical advisory board, vehicle emissions and inspection program (VEIP), business licensing, motor safety program, and motor voter services.

The MVA is seeking a Senior Subject Matter Expert to assess the MVA’s current Call Center processes, configurations, staffing model and call management as well as the Telecommunications infrastructure, routing, configurations, software, equipment and peripherals. There are three call centers geographically located in Cumberland, Gaithersburg and Glen Burnie, Maryland. The main Telecom infrastructure is located in Glen Burnie, Maryland. The Senior Subject Matter Expert will be required to travel between these locations. Transportation, meals and lodging will be the responsibility of the Senior Subject Matter Expert.

In addition, the Senior Subject Matter Expert will be required to make written recommendations for additional peripheral enhancements, how to maximize current technology investment and identify Key Performance Indicators (KPI's).

The Cumberland Call Center consists of (72) employees, the Gaithersburg Call Center has (6) employees and the VEIP call center has (19). The call centers handle approximately 1.4 million calls and 48,000 emails annually.

Job Description/s

Labor Category/s (From Section 1 Above)	Duties / Responsibilities
Senior Subject Matter Expert	<ul style="list-style-type: none"> • Provide weekly status report of activities completed and planned for the following week to the Contract Manager. • Work hours – 40 hours per week, Monday – Friday 8:00AM to 4:30PM. • Senior Subject Matter Expert will perform in person interviews with business managers, technical staff, and customer service representatives to have a clear understanding of the organization’s objectives, existing technologies, customer interaction points, end-user needs and key business processes. • Identify and document Key Performance Indicators (KPI's) from both the business and technical sides of the MVA. Determine and report on how technology and process improvements can address identified issues. • Compare and document MVA's Call Center and Telecommunications unit to industry standards/best practices and include any cost benefits of one practice over another. • Assess and provide recommendations on: <ul style="list-style-type: none"> • Hold times • Talk times • Agent productivity

	<ul style="list-style-type: none"> • Access to information • Contacts handled without adding resources • Streamline the way the MVA serves customers • Training and capabilities of contact center personnel • Staffing Levels based on volume and hours of operation • Current IVR set up • Current Call Center model <ul style="list-style-type: none"> • Develop a baseline benchmark to measure progress against industry standards. • Identify opportunities to reduce costs, improve service and enhance overall customer satisfaction. • Identify a staffing model that supports a 24/7 customer service center environment. <p>At the end of the contract the MVA will require a comprehensive report with all the findings, and suggestions for aligning our current technical solutions with our organization’s strategic vision for Customer Service.</p> <p>During the course of the contract resulting from this RFR, communications of all types (written, verbal and informal and formal) and interactions within the external to the MVA shall be conducted with the utmost discretion. Based on the confidentiality inherent with the types of work assignments this RFR requires the TO Contractor acknowledge its understanding of this requirement and its agreement that should a breach of confidentiality occur either directly or indirectly, it is the TO Contractor’s responsibility to inform the Procurement Officer as soon as it becomes aware of the breach. Based on severity and circumstances, the breach may be addressed through the pursuance of contractual remedies up to an including termination of the contract.</p> <p>The Candidate must also work independently or under general direction.</p>
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Minimum Qualifications

For minimum qualifications, see the labor category description in the CATS II RFP for the subject RFR labor category. In addition, qualified candidates must meet the minimum qualifications specified below.

Labor Category/s (From Section 1 Above)	Minimum Experience/Knowledge/Skill
Senior Subject Matter Expert	<p>Education: Bachelor’s Degree from an accredited college or university in the specific discipline required by the State. A Master’s Degree or Ph.D Degree is preferred.</p> <p>General Experience: At least twelve (12) years of relevant industry experience in the discipline is required.</p> <p>Specialized Experience: At least ten (10) years of combined new and related technical experience in the IT field directly</p>

	<p>related to the required area of expertise.</p> <p>Ten (10) years experience assessing call centers and Telecommunication infrastructures similar in size to the MVA</p> <ul style="list-style-type: none"> a) Recommending and implementing changes to Call Center processes and Telecommunications infrastructures based on industry best practices b) Performance optimization c) Call center design d) Call center management
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Section 4 - Required Submissions

NOTE:

1. Master Contractors may propose only one candidate for each position requested.
2. Master Contractors electing not to propose in response to the RFR must submit a "Master Contractor Feedback Form" via the "Master Contractor Login" on the CATS II web site.
3. Master Contractors proposing in response to this RFR must submit the following documents below as separate files contained in two (2) separate emails for each position as follows:

Email 1 with the "Technical Response"
Master Contractor Name, RFR Number, Position Functional Name, Labor Category & Candidate Name" in the subject line.

4. RFR Resume Form showing evidence of all knowledge, skills, and experience listed in this RFR (Attachment 1).
5. Two recent reference contact names, telephone numbers and email addresses for use in verifying the experience provided in response to Minimum Qualifications.
6. Conflict of Interest Affidavit (Attachment 3).
7. Non-Disclosure Agreement (Offeror) (Attachment 5).
8. Criminal Background Check, Privacy Protection Affidavit (attachment 6).
- 9 MDOT MVA Privacy Protection Policy (Attachment 7).
10. Small Business Contract Affidavit (Attachment 8)

Email 2 with "Financial Response"
Master Contractor Name, RFR Number, Position Functional Name & Candidate Name" in the subject line.

11. Price Proposal (Attachment 2)

1. Resume showing evidence of all knowledge, skills, and experience listed in this RFR.
2. Two (2) current references, for work completed within the past three (3) years, that can be called for performance verification of the submitted consultant's work experience and skills in the Telecommunications field.
3. Sample evaluation report from a prior Telecommunications assessment.
4. Criminal Background Check, Privacy Protection Affidavit

**Section 5 – Evaluation Criteria –
(Provide a list of evaluation criteria in descending order of importance)**

1. Specific work experience and relevant technical expertise as defined by the resume and the interview (minimum qualifications listed in the RFR).

2. Knowledge, skills, and training as defined by the resume, candidate interview, and writing samples.

3. References.

4. Price.

Basis for Award Recommendation

RFRs will be awarded in accordance with the competitive Sealed Proposals process under COMAR 21.05.03. The agency POC will recommend award to the Master Contractor whose proposal is determined to be the most advantageous to the State, considering price and the evaluation factors set forth in the RFR. The agency POC will initiate and deliver a RFR Agreement to the selected Master Contractor. **Master Contractors should be aware that if selected, State law regarding conflict of interest may prevent future participation in procurements related to the RFR Scope of Work, depending upon specific circumstances.**

ATTACHMENT 1 – RFR RESUME FORM

RFR # J00B9200060

Instructions: Insert resume information in the fields below; do not submit other resume formats. Submit only one resume per Labor Category described in Section 1 of the RFR. If the RFR requests multiple Labor Categories, use a separate resume form for each proposed candidate.

Candidate Name:	Labor Category (from Section 1 of the RFR):
Master Contractor:	

A. Education / Training

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

B. Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Experience / Knowledge / Skill described in Section 3 of the RFR. Start with the most recent experience first; do not include non-relevant experience.

[Organization]	<i>Description of Work...</i>
[Title / Role]	
[Period of Employment / Work]	
[Location]	
[Contact Person (Optional if current employer)]	
[Organization]	<i>Description of Work...</i>
[Title / Role]	
[Period of Employment / Work]	
[Location]	
[Contact Person]	

<add lines as needed>

C. Employment History

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

D. References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / Email
<add lines as needed>			

ATTACHMENT 2

RFR PRICE PROPOSAL - SUPPORT STAFF

RFR # J00B9200060

(This form is to be filled out by Master Contractors)

Proposed Labor Category	Hourly Labor Rate	Total Hours (up to 6 months)	Labor Category Price (Labor Rate x Hours)
1. Senior Subject Matter Expert	\$	1040	\$
Total RFR Price (Sum of Labor Category Prices):			\$

*Please note – all travel cost associated with this RFR is to be included in hourly labor rate.

Authorized Individual Name

Company Name

Title

Company Tax ID #

Proposed labor categories must be from those described in the CATS II Master Contract and must correspond to the resume/s provided. Support staff is limited to engagements of up to six months. The “Hourly Labor Rate” is the actual fully-loaded rate that the State will pay for services recorded in dollars and cents. Hourly rates must be equal to or less than the rates proposed by the Master Contractor for the CATS II Master Contract.

ATTACHMENT 3

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 sub consultant 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 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)

ATTACHMENT 4
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 Motor Vehicle Administration (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 Call Center Senior Subject Matter Expert RFR No. J00B9200060 dated May 9, 2013, (the “RFR” 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 _____ (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the RFR 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 RFR or who will otherwise have a role in performing any aspect of the RFR, 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: _____

Motor Vehicle Administration:

Name: _____

Title: _____

Date: _____

ATTACHMENT 5

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/RFR Proposal in response to CATS II RFR #J00B920060 for a Senior Subject Matter Expert. In order for the OFFEROR to submit a TO/RFR 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 described above, the 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/RFR Procurement Officer, TO/RFR Requesting Agency on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

**ATTACHMENT 6
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 Master Contract Number 060B9800035

- 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. Master Contractor 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

ATTACHMENT 7

STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
SECTION 1 MOTOR VEHICLE ADMINISTRATION AFFIDAVIT

1.1 PRIVACY PROTECTION POLICY

In consideration of receiving personal information contained in Motor Vehicle Administration records, I HEREBY CERTIFY on behalf of _____ as its authorized agent this _____ day of _____, 2013, that

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

which the information is to be used; and, to make that record available to the Motor Vehicle Administration upon request.

- 6. _____ shall be liable for, and shall indemnify, defend, and hold the Motor Vehicle Administration harmless for, any misuse or misappropriation of any personal information in a record obtained from the Administration in connection with this agreement.
- 7. _____ shall further indemnify the Motor Vehicle Administration for and against any and all losses, damages, judgments, liabilities or similar costs and expenses which arise in whole or part out of acts or omissions by _____ with respect to laws restricting access to and disclosure of vehicle records including, without limitation, reasonable attorneys fees and all other costs of defending against such action or claim.

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

1.1.1 Maryland Department of Transportation

Motor Vehicle Administration

Witness:

By: _____

Date: _____

Date: _____

Purchaser

Witness:

By: _____

Date: _____

Date: _____

Approved as to form and legal sufficiency:

Date: _____

Assistant Attorney General

ATTACHMENT 8

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)

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.