



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

Continued Maintenance of Software for DIWS System Operations

CATS+ TORFP #J00B3400073

Maryland Department of Transportation (MDOT)

Maryland Motor Vehicle Administration (MVA)

ISSUE DATE: October 21, 2013

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP J00B3400073 is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS+ 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+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP Name:	Continued Software Support for DIWS System
Functional Area:	F6 - Systems/Facilities Management and Maintenance
Project Number:	J00B3400073
TORFP Issue Date:	10/21/2013
Question Due Date and Time	11/4/2013 at 2:00 P.M. EST
Closing Date and Time:	11/21/2013 at 2:00 P.M. EST
TORFP Issuing Office:	Maryland Department of Transportation (MDOT) Maryland Motor Vehicle Administration (MVA)
Questions and Proposals are to be sent to:	TO Procurement Officer – Bryan Walker Email Address: bwalker5@mdot.state.md.us
TO Procurement Officer	Bryan Walker Office of Procurement (OOP) Office Phone: 410-865-1130 Email Address: bwalker5@mdot.state.md.us
TO Manager:	Bruce J Chaillou Office Phone: (410) 787-7976 Fax: (410) 768-7159
TO Type:	Fixed Price & Time and Materials
Period of Performance:	Five (5) Years
MBE Goal:	30 % MBE Goal
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland Motor Vehicle Administration 6601 Ritchie Hwy, N.E. Glen Burnie, MD 21062
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Motor Vehicle Administration Server Farm
TO Pre-Proposal Conference:	None

SECTION 1- ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet on page 4 of this TORFP. 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 two (2) separate e-mails, not to exceed 8 MB per e-mail, in MS Word format (2007 or later). The "subject" line in the e-mail submission shall state the TORFP #J00B3400073. The first e-mail shall be the TO Technical Proposal to this TORFP titled, "CATS+ TORFP #J00B3400073 Technical". The second e-mail shall be the TO Financial Proposal to this CATS+ TORFP titled, "CATS+ TORFP #J00B3400073 Financial". The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible: No forms shall be altered.

- Attachment 1 – Price Proposal – Fixed Monthly Recurring Costs
- Attachment 1A – Price Proposal
- Attachment 2 – MBE Forms A and B
- Attachment 4 – Conflict of Interest and Disclosure Affidavit
- Attachment 11 – Privacy Protection Affidavit
- Attachment 14 - Certification Regarding Investments in Iran
- Attachment 15 – Living Wage Affidavit
- References and Certifications

NOTE: There is a file size limitation on inbound emails. Email shall be no more than eight (8) megabytes and cannot contain any executable extensions. Breaking proposals into multiple emails, if multiple emails are clearly marked as such (i.e., 1 of 3, 2 of 3, 3 of 3), is acceptable.

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff will not 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.

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

Please note that the TORFP issuing agency strongly encourages the Master Contractor to include a Veteran-Owned Small Business (VOSB), and/or Service-Disabled Veteran-Owned Small Business (SDVOSB) within or in addition to the overall MBE goal noted on the Key Information Summary Sheet.

1.6 CONFLICT OF INTEREST

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

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

1.7 LIMITATION OF LIABILITY CEILING

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

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS+ 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+ TOs are subject to review.

Attachment 8 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.

1.9 IRANIAN NON-INVESTMENT

All proposals shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 14 of this TORFP.

1.10 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of

Labor and Industry. Affidavit of Agreement submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 15 for a copy of the Living Wage Affidavit Agreement.

1.11 QUESTIONS

All questions shall be submitted via email to the Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.12 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer

1.13 NON-DISCLOSURE AGREEMENT

Certain system documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 7.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

MDOT's Office of Procurement (OOP) is issuing this CATS+ TORFP on behalf of the MVA to obtain services for the Document Imaging and Workflow System (DIWS). There will be two parts to this TORFP. The first part is to provide maintenance and support for existing software and the software after migration stated below. The second part is to provide development work for enhancements to the current system that may be necessitated by legislation or process improvements through the issuances of work orders. This second part will be billed on a time and material basis.

The MVA intends to award this task order to a Single Master Contractor. Selection for award shall be based on the proposal that presents the best value to the MVA and State.

2.2 REQUESTING AGENCY INFORMATION

This TORFP is issued by the MVA located at:

Office of Information Research (OIR) Building
6601 Ritchie Highway
Glen Burnie, MD 21062

The MVA is primarily responsible for the issuance of Motor Vehicle titles, tags and licenses. The MVA is continuing a transition in its approach to effective and efficient delivery of government services through the implementation of Managing For Results (MFR's), which focuses on results as well as processes. There are twenty-three MVA branch offices spread throughout Maryland.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

- A. Chief Information Officer – The Chief Information Officer (CIO) is the MVA executive that manages all IT enterprise-wide. The CIO serves as the technical advisor to the Secretary on the utilization of technology to achieve strategic goals for the Department, and sets the technology vision, strategies and policies to achieve those goals. The CIO is responsible for ensuring appropriate investment in technology and for the strategic acquisition of technology to support the business goals of MVA. The CIO is also responsible for ensuring that adequate technical resources to address needs are made available in a timely manner, for setting the technical direction for MVA and for the TO Agreement, and for final approval and authority of activities and deliverables produced as part of the TO Agreement.
- B. 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 approve proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting Contractor personnel performance.
- C. TO Procurement Officer – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, assisting in the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- D. TO Contractor Key Management Personnel–Representative of the TO Contractor who oversees their

personnel assigned under this TO. This representative shall be the point of contact for managing and correcting any disputes related to this TO. This representative shall 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.

- E. MDOT Contract Management Office (CMO) – The CMO is responsible for management of the contract after award.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

DIWS is a document and workflow system utilized by hundreds of MVA employees at MVA Headquarters, located in Glen Burnie, Maryland. This system is also utilized by MVA Branch Offices throughout the state of Maryland via a Web application designed and created by the current TO Contractor.

DIWS provides scan, store and workflow functionality to MVA business processes. DIWS was designed and developed for document imaging and document workflow processing.

The existing DIWS contract is supported by a team of seven resources including a project manager, an Oracle DBA, quality assurance person, a technical writer and three developers. The existing database consists of 230 million+ images, has ten workflows, approximately 500 users including two outside agencies that use the system. The system uses two internal web server, two database servers, and two app servers in a configuration to support failover.

The MVA OIR will continue to provide the System Administrator support for DIWS and will continue to provide System Administrator role which is outside the scope of this new contract. The current maintenance TO Contractor provides technical expertise in these areas as required and also maintains all DIWS hardware that was part of the original TO. New equipment purchased by MVA outside of the existing TO is supported and maintained by MVA technical support staff.

2.5 PROFESSIONAL DEVELOPMENT

Networking technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education shall be associated with the technologies currently utilized by MDOT MVA or anticipated to be implemented by MDOT MVA in the near future. With MDOT MVA prior approval, the time allocated to these continuing education activities for staff deployed to MDOT MVA on a full-time basis may be charged to this task order. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor.

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:

A. Recurring Daily/Weekly/Monthly Duties – Shall Be Fixed Price Based

1. During the transition period, coordinate and work closely with the current DIWS contractor and MVA Staff to learn the customized Highview software application code, supporting software applications, DIWS database and DIWS system design and architecture so that the

selected TO Contractor shall be able to provide the software support required in this proposal. There will be significant relationship building required to handle the task of maintaining and enhancing the DIWS system. Establishing a good rapport with individual division management will be extremely helpful in maintaining and enhancing DIWS for the MVA.

2. Provide routine and preventive maintenance services for both production and test environments that include system component upgrades (e.g., installing new updates, upgrades and patches to DIWS Software, including Highview Server Applications, Highview Workstation Applications and Advanced Batch Scanning Client), and documentation releases during the maintenance period. TO Contractor shall provide routine maintenance services to the MVA as part of the maintenance agreement at no additional charge. The TO Contractor shall obtain advance approval from MVA to schedule and perform all routine maintenance services. The following documentation will need to be updated when maintenance occurs that impact current documentation. Documentation that will need to be updated include: Data Dictionary, Software Maintenance Manual, Business System Admin Training Manual, Business System Admin Manual, Disaster Recovery Plan, and Requirements Document for individual workflows. This requirement would pertain to all updates performed that affect components of DIWS.
3. Troubleshoot problems, repair software bugs and maintain the customized Highview software application and other DIWS system software components for servers and workstations in the production and test environments. A “bug” is defined as “a feature that is determined to be not functioning as designed per the design document.” All installations of the DIWS software applications shall be supported on all servers and workstations that are the property of the Maryland MVA.
4. Troubleshoot problems, repair software bugs and maintain programs that provide communication between DIWS and the MVA mainframe in the production and test environments.
5. Troubleshoot problems, repair software bugs and maintain programs that support the Line Function (LF) Interface between DIWS and the MVA mainframe in the production and test environments. This amounts to using stored procedures to access mainframe data to be used in DIWS application. Stored procedure documentation is the responsibility of the MVA Office of Technology.
6. Troubleshoot problems, repair software bugs and maintain the Highview Reminder Manager Server and application in the production and test environments.
7. Troubleshoot problems, repair software bugs and maintain programs that provide the interface between the DIWS and Automated Compulsory Insurance System (ACIS) is the system that tracks insurance terminations, in the production and test environments.
8. Troubleshoot problems, repair software bugs and maintain programs that support the DIWS Biostatistical Database Application in the production and test environments.
9. Troubleshoot problems, repair software bugs and maintain programs that provide the DHMH data interface and driver record update capability in DIWS in the production and test environments.
10. Troubleshoot problems, repair software bugs and maintain programs that provide DIWS

reporting capabilities using the Crystal Reports/Visual Basic interface in the production and test environments.

11. Provide modifications to Highview code and database as necessary to support needed changes to existing and/or creation of new Microsoft Word and Adobe Acrobat forms and correspondence in the production and test environments.
12. Provide system (i.e. software, and communications) licensing agreements that are perpetual and non-revocable except where COTS and third party components are used. The licenses for all licensable software will reside with the MVA. As part of the maintenance and support (fixed price) portion of this Task Order, the TO Contractor shall provide the same licensing that currently exists with the maintenance contract today. Currently, the existing TO Contractor provides licensing for 100 Highview license and 30 Advanced Batch Scanning License. TO Contractor shall also be required to maintain development license for Daeja View. MVA currently pays for test and production license for Daeja View.
13. Receive and respond, both electronically and by phone to a system support number, provided by MVA, to questions and problem requests for DIWS emanating from the MVA's Help Desk. Note: The MVA currently uses Maximo as its Help Desk question/problem and resolution-tracking database. MVA will provide helpdesk phone contact upon granting of contract.
14. Be available in-person during normal business workdays for the State of Maryland between the hours of 8:00 AM to 5:00 PM, Monday through Friday local time, to conduct meetings, testing, and any other project related activities that require the participation of State personnel.
15. May be required to work after hours and/or weekends to perform system development, testing, maintenance or other activities. The need to provide after hours / weekend labor shall be considered and priced into this proposal – MVA shall incur no additional cost beyond the proposed cost for after hours / weekend work.
16. Be qualified to directly assist authorized MVA employees and DIWS users with system questions or problems. All service calls placed to the software support and maintenance staff shall be responded to via callback within 15 minutes.
17. Deploy software modifications in test environment. Deployed software will be user tested by MVA business unit employees prior to moving into production.
18. Deploy software modifications in production environment after a change request has been approved through change control process.
19. During the life of the contract, the TO Contractor shall perform Operating System (OS) and Security updates. The TO Contractor shall modify the existing applications to support the updates in the OS and to maintain the application in compliance with MDOT/MVA Security policies at no additional cost to MVA.
20. The TO Contractor shall monitor data analyzer processes for Medical Certification and Ignition Interlock, which terminate due to recurring problems with data from the mainframe interface. Reasons for termination may include cross-reference driver's data and data being presented by ignition interlock providers. The monitoring, repair and restart of these processes shall continue to be part of the fixed price maintenance until such time as the processes and or data

can be permanently fixed.

B. Non-Recurring Duties – Time & Materials, Work Order Based

Software Enhancements (Time and Material)

1. The TO Contractor shall support all software enhancements under the Work Order process on a time and materials basis. All software enhancements created under the new TO shall be developed from processes defined by the business units of MVA or from legislative changes. These include but are not limited to creation of new workflows for current DIWS users or new workflows for departments requesting old processes be enhanced by DIWS technology. The TO Contractor shall develop knowledge of all existing workflows currently in use by MVA. The TO Contractor shall assist in developing workflows when developing requirements for enhancements within DIWS.
2. All future development will be defined in one of two manners:
 - a. **Preparation Tasks** are defined as tasks that require minimum development time and effort, e.g., new form development, creation of a new report and other tasks as deemed necessary by the TO Manager.
 - b. **Major Development Tasks** that require effort defined as more than 40 hours inclusive of multiple labor categories, e.g., Project Management, Application Engineer, Database Manager and Technical Writer. These tasks shall follow the State's System Development Life Cycle (SDLC) process from initiation to completion, deployment and maintenance. Major development tasks shall require the TO Contractor to submit a development schedule in Microsoft Project 2007.

The enhancements under both categories of tasks shall be invoiced in accordance to the proposed hourly labor rate described in Attachment 1A and will be subject to the Work Order Process described in Section 2.6.2.

3. The TO Contractor shall submit all new developed code to the MVA Quality Review group for review before implementation. The MVA Quality review group will review code and process through "McCabe Battlemat" to ensure quality of code being implemented. MVA follows quality standards for McCabe published by MVA Code Assessment Standards and Procedures. Any developed code that does not meet the MVA quality standards will need to be redeveloped resubmitted and tested at the sole cost of the TO Contractor unless submitted code is accepted by MVA Quality Management team.
4. The TO Contractor shall assist the MVA development staff with version control, testing and release of code developed by the MVA. During the life of the contract, all application code remains the property of the MVA. The MVA has the right at any time during the term of the contract to perform updates to the application software.

C. Performance Requirements

1. The DIWS System shall meet the minimum performance requirements as listed below.
 - a. DIWS shall be able to retrieve images from magnetic media in three (3) seconds or less.

- b. DIWS shall be able to turn a page within an imaged document in one (1) second or less.
- c. DIWS shall be able to image 100,000 images per day.
- d. DIWS shall be able to make document inquiries to the indexing server in three (3) seconds or less.

As part of the fixed price portion of the DIWS maintenance, the following performance requirements shall be met (items 2-8):

- 2. Upon commencing work on this task order, the TO Contractor shall conduct an initial performance evaluation to determine whether the system meets these performance requirements. If the system meets the performance requirements above, the TO Contractor shall be responsible for ensuring that these performance requirements are met throughout the duration of this task order. If during this initial performance evaluation the system is found to not meet the performance requirements above, the selected TO Contractor shall inform the MVA Project Manager of the discrepancy. The MVA Project Manager shall work with the selected TO Contractor to determine if reduced performance requirements will be acceptable or if other steps need to be taken to improve the performance of the system.
- 3. TO Contractor shall provide monthly performance reports that contain statistics on system performance including retrieval speeds, number of images scanned and storage usage. The identification of serious system performance problems or issues shall be provided in the monthly performance reports.
- 4. TO Contractor software support and maintenance staff shall electronically provide to the MVA comprehensive problem and resolution reports for status monitoring. Weekly reports shall be produced, providing a detailed list of all system issues reported in the past week and the current status of those issues. Summary statistics such as average response times, average turnaround time and call frequency shall be included. The identification of serious problems or issues shall be provided in the status reports.
- 5. TO Contractor shall maintain the existing detailed Software Maintenance Manual by providing specific procedures and actions that shall be taken by software support and maintenance personnel to resolve software related problems and issues on both the server and client side that will need to be resolved in order to maintain the performance and operability of the DIWS system.
- 6. TO Contractor shall produce a Transition-out Plan providing specific procedures, instructions, and pertinent documentation to aid in the transition of DIWS software support to the new DIWS Maintenance contractor at the end of the maintenance period (EOC). The Transition Plan shall be submitted in both electronic (MS Word or equivalent) and one copy in binder (hard copy) formats, and approved by the MVA no less than one hundred and eighty-days prior to contract expiration. Final delivery for the Transition Plan shall consist of updating all DIWS documentation as previously stated in maintenance section, plus documentation for any development performed during the term of this contract.
- 7. TO Contractor shall be required to coordinate and work closely with the incumbent DIWS Maintenance contractor a minimum of forty-five days prior to contract expiration to insure the incumbent DIWS Maintenance contractor will be able to provide software support as required in this proposal.

8. TO Contractor shall provide a Transition-In plan describing how the TO Contractor will work with the *incumbent* TO Contractor for a smooth transition.

2.6.2 WORK ORDER PROCESS

The MVA shall submit Work Orders for all requested work to the TO Contractor (Attachment 10). The work order process for the MVA is as follows:

- A) Services shall be provided via a Work Order process using the pre-approved fully-loaded labor rates applicable to relevant labor categories.
- B) The TO Manager shall e-mail a Work Order request to the TO Contractor to provide services. The request may include:
 1. Technical requirements and description of the services needed;
 2. Performance objectives and/or deliverables, as may be applicable;
 3. Due date and time for submitting a response to the request;
 4. Performance testing period;
 5. Acceptance criteria for the deliverables.
 6. Other specific information as requested from the TO Contractor.
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 1. A response that details the TO Contractor's understanding of the work;
 2. A description of the proposed work plan in narrative format including time schedules, and if required a Work Breakdown Structure (WBS) chart. This description shall include a schedule of resources including proposed subcontractors and related tasks, including an explanation of how tasks shall be completed.
 3. Identification of those activities or phases that can be completed independently or simultaneously versus those that shall be completed before another activity or phase can commence.
 4. Required place(s) where work shall be performed;
 5. State-furnished information, work site, and/or access to equipment, facilities, or personnel;
 6. The personnel resources with their labor category, including those of subcontractors, and estimated hours to complete the task.
- D) The TO Manager will review the response and will either approve the work and provide a Notice to Proceed (NTP), or contact the TO Contractor to obtain additional information, clarification or revision to the Work Order. If satisfied, the TO Manager will then provide the NTP.
- E) If time is of the essence, as determined by the TO Manager, and does not permit completion of work to be initiated by this method, the TO Manager will contact the TO Contractor by any method and request services within the time frames established by the Service Level Agreement for normal or emergency maintenance.
- F) If the Work Order requires a software release, the TO Contractor shall complete the following:

1. TO Contractor shall propose, provide and fully describe its solution in the Work Order response describing its process for updating all sites with any new software releases.
2. TO Contractor shall prepare software releases and stage at the MVA for validation in the DIWS test environment.
3. The MVA will perform testing for authorization to proceed. The MVA will have the ability to manage the distribution of these releases to the multiple sites that are networked using the vendor proposed and supplied network and software distribution tools, while the TO Contractor retains the responsibility for putting the change into production at all sites.

2.6.3 WORK HOURS

- A) The TO Contractor’s assigned personnel shall work an eight-hour day (8:00 am to 5:00 pm), Monday through Friday and Saturday (8:00 am till 1:00 pm) except for State holidays, mandated service reduction days, mandatory State furlough days, and State closings. Once assigned, and personnel have demonstrated an understanding of the MVA infrastructure, they shall also be required to participate in a rotating emergency on-call schedule, providing non-business hours support. These non-business hours shall be part of the fixed-price portion of the TO unless scheduled as a result of a work order.
- B) Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. These non-business hours shall be part of the fixed-price portion of the TO unless scheduled as a result of a work order.
- C) In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the Master Contractor personnel shall be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details. In addition to the Service Reduction Days and Furlough Days, the Master Contractor may also be requested to restrict the number of hours the Master Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

2.6.4 SERVICE LEVEL AGREEMENT

Describe the basic Service Level Agreement (SLA) expected from the TO Contractor is outlined below:

Service Levels	Phone Response	On-Site Response	Response Availability	Resolution Time	Measured By
Urgent	15 minutes	1 hour if received 1 or more hours before end of work day. If after this time, the response will be by 8AM of the next business work day.	5 days/week, Mon-Fri, 8am-5pm, Saturday 8am – 1pm	4 hours	Affects multiple department or Agency’s users and disrupts productivity
High	1 hour	2 hours if received 2 or more hours before end of work day. If after this	5 days/week, Mon-Fri, 8am-5pm, Saturday 8am – 1pm	4 hours	Affects single department and is affecting productivity

		time, the response will be by 8AM of the next business work day.			
Normal	1 hour	1 work day	5 days/week, Mon-Fri, 8am-5pm, Saturday 8am – 1pm	2 work days	Affects single user

2.6.5 PERFORMANCE EVALUATION

The TO Contractor personnel will be evaluated on a quarterly basis by the TO Project Manager. TO Project Manager will also deliver in writing to the TO Contractor point of contact any performance issues that arise during the term of the contract. TO Contractor personnel will be evaluated on response to issues that arise with the software and also on how work orders are handled, keying on time to complete task order compared to estimated time given to complete and also being on budget for assigned work orders. The last key element TO personnel will be evaluated on will be customer service skills dealing with both business unit personnel and OIR personnel. There will be significant relationship building required to handle the task of maintaining and enhancing the DIWS system. The TO Project Manager is expecting no relationship issues, however if issues arise the way they are handled and communicated will be key evaluation points. Form to be used for quarterly evaluation is included as Attachment 9.

2.6.6 PERFORMANCE PROBLEM MITIGATION

In the event the Agency is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows:

- A. The TO Manager will notify the TO Contractor and MDOT CMO in writing describing the problem and delineating remediation requirements;
- B. The TO Contractor shall have three (3) business days to respond with a written Remediation Plan;
- C. The Remediation Plan will be implemented immediately upon acceptance by the TO Manager;
- D. Should performance issues persist, the TO Manager will notify MDOT CMO; and MDOT CMO will give written notice to the TO Contractor to request immediate removal, or substitution of the individual whose performance is at issue.

2.6.7 SUBSTITUTION OF PERSONNEL

The substitution of personnel shall comply with Section 2.9.6 of the CATS+ Master Contract.

2.6.8 BACKUP / DISASTER RECOVERY

The TO Contractor with the MVA Technical staff shall perform backups of the production, system, database, the web server and other DIWS utility servers. This shall include daily incremental backups and full weekly backups of all volumes of the servers. Weekly backups shall be retained for four weeks and they are sent for rotation at the MVA Tape off-site. A backup of the entire system is done every six months with two copies of tapes.

2.6.9 SOFTWARE

This TORFP is for software maintenance and enhancements to the existing DIWS system. There is no hardware acquisition planned under this TORFP.

2.7 DELIVERABLES

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form. The TO Manager shall countersign the Agency Receipt of Deliverable Form (Attachment 12) indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 13). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.12 Invoicing).

When presented for acceptance, a written deliverable defined as a final document shall 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 shall:

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

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

2.8 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

Deliverable ID	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.1	Modify Software	Completion of Work Order, including: software code labeled and in configuration control, approval from MVA Quality Control review team, updated software maintenance manual also under configuration control, a version description document listing all changes included and any outstanding defects, a list of test criteria and test results, and updated training material (if needed). (See Section 2.6.2)	Due as stated in approved Work Orders

		TO Contractor to submit Agency Acceptance Form after testing completion.	
2.8.2	System Performance Evaluation	MS Word documentation showing current DIWS system performance compared to Performance Criteria stated in Section 2.6.1 C (Performance Requirements)	Due 30 days after NTP
2.8.3	Monthly System Performance Reports	Monthly report, electronically in a MS Word document format, that shows Criteria of System Performance as outlined in Section 2.6.1 C.	5 days after close of each month.
2.8.4	Monthly Software Maintenance Reports	A single MS Word document that shall describe and elaborate on the following: -Activities completed -Activities in progress The document shall include all TO Contractor resources working on the TO Contract.	Monthly within 10 days after close of previous month. Delivered to TO Manager.
2.8.5	Software Transition-out Plan EOC	MS Word Document that outlines plan and time table to turn System Maintenance over to MVA or new TO Contractor	One report for Software Maintenance Transition due 180 days prior to EOC
2.8.6	Weekly Status Reports	A single MS Word document that contains -Activities in progress, -Activities completed, -Next week planned activities, -Activities on hold, The document shall include all TO Contractor resources working on the TO Contract.	Due weekly by Monday Close of Business (COB) Delivered to TO Manager
2.8.7	Software Maintenance Manual	MS Word Document providing specific procedure utilized in normal software maintenance. This document shall also include a Data Dictionary for the DIWS System. The Data Dictionary shall be presented as a separate document. Information shall be maintained in configuration control and delivered as requested to MVA.	Updates due no later than 7 days after updated software or hardware change.
2.8.8	Dataflow diagram for each workflow and division within DIWS. (2.6.1.C.6)	Deliver both a Visio document and a Word Document Narrative documenting Dataflow and workflow.	Provided as requested.
2.8.9	Transition-In Plan	Word format	NTP+15 days

2.9 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.
- The State Information Technology Project Oversight
- MVA Information Security Policy
- MVA Web Standards
- MVA Code Assessment Standards and Procedures

2.10 TO CONTRACTOR MINIMUM REQUIREMENTS

The following minimum qualifications are mandatory.

- Five (5) consecutive years demonstrated successful experience partnering with commercial or government entities to provide IT project resources on Electronic Document Management systems (EDMS) with a minimum of 500 users and environment similar to that identified in Section 2.4.
- Five (5) consecutive years’ demonstrated experience providing Oracle 11g operations and maintenance support.
- Five (5) consecutive years’ demonstrated experience providing real-time monitoring and service request call management capabilities.
- Five (5) years corporate experience in each of the following:
 - a. Highview Binaries 4.01 and ABS by CACI,
 - b. Oracle version 11g.2
 - c. Oracle client 10 and 11

2.11 TO CONTRACTOR PREFERRED EXPERTISE

The Master Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables as 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.

TO Contractor has experience providing support for the following:

- Support of an EDMS containing 230+ million images
- Five (5) years’ corporate experience in each of the following:
 - a. Crystal reports XI or 2008,
 - b. C#/.NET,
 - c. Java

2.12 INVOICE SUBMISSION

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

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Invoices for O&M work shall be submitted within the first 5 business days of each month for the work performed in the previous month.

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

2.12.1 INVOICE FORMAT

- A. The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) by the 10th of each month, submitted for payment to Maryland Department of Transportation (MDOT), Maryland Motor Vehicle Administration (MVA) at the following address:

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

Payment of invoices will be withheld if any required documentation is not submitted including without limitation Agency Acceptance of Deliverable Form - Attachment 13.

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

2.13 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 10th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to MVA at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to MVA. MVA will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

2.14 PREMISES AND OPERATIONAL SECURITY

Prior to commencement of work, TO Contractor employees and sub TO Contractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to

MVA from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that its employees' and sub TO Contractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor. MVA reserves the right to disqualify any TO Contractor employees or sub TO Contractors whose background checks suggest conduct, involvements, and/or associations that MVA determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MVA reserves the right to perform additional background checks on TO Contractor and sub TO Contractor 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.
- The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its sub TO Contractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

NOTE: The Awarded TO Contractor shall submit a notarized Criminal Background Check Affidavit (Attachment 16) prior to the commencement of work; attesting that a CJIS background has been conducted on all resources selected to work on this TORFP.

SECTION 3- TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall 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+ 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+ TORFP. The TO Proposal shall provide the following sections in order: (If not points shall be deducted)

3.2.1 TO TECHNICAL PROPOSAL

A TO Technical Proposal shall contain the following sections in order:

A) Proposed Services

- 1) Executive Summary: An overview of the Master Contractor's experience and capabilities rendering services similar to those included in this TORFP. This description shall include:
 - a) Corporate size, length of time the corporation has been providing system maintenance and support services, key business partners, and the number of employees dedicated to providing maintenance and support services.
 - b) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 2) Requirements: A detailed discussion of the Master Contractor's understanding of the work, the Master Contractor and any subcontractor capabilities, approach and solution to address the requirements outlined in Section 2. The Master Contractor shall respond to the Section 2 requirements in order with a cross reference to the requirement.

B) Staffing Plan

- 1) Provide a Staffing Plan that contains the following:
 - a) Planned team composition for the fixed price portion of this contract
 - b) Process for locating and bringing on board resources that meet DIWS system needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP.
 - d) Description of approach for quickly substituting qualified personnel after start of Task Order.
 - e) Names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) MBE Participation

Submit completed MBE documents per Attachment 2 – Forms A and B.

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities:

- 1) Master Contractor's experience and capabilities rendering services similar to those included in the TORFP and as outlined in 2.10 and 2.11.
- 2) Provide examples of work assignments that the Master Contractor has completed that were similar in scope to the one defined in this TORFP. These examples must demonstrate meeting the minimum requirements as stated in Section 2.10.
 - a) Name of organization.
 - b) Point of contact name, title, telephone number, and email address.
 - c) Type and duration of contract(s) supporting the reference. Provide start and end dates for each project (include MM/YY – MM/YY; example 06/11 – 08/12).
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the Master Contractor (or subcontractor) is still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- 3) Provide a minimum of three (3) references for work assignments that the Master Contractor (or subcontractor) has completed for projects similar in scope to the one defined in this TORFP.

Three (3) references shall be capable of documenting: The Master Contractor's ability to manage software maintenance contracts of comparable size and complexity as determined by size of data maintained (230 million images) and number of clients directly supported (500+). The TO Contractor needs to show ability to handle multiple software development projects simultaneous to providing ongoing maintenance.

Each reference shall include a description complete with the following:

- a) Name of organization.
- b) Name, title, and telephone number and e-mail of point-of-contact for the reference. (point of contact shall be accessible and knowledgeable regarding experience)
- c) Type and duration of contract(s) supporting the reference. Provide start and end dates for each project (include MM/YY – MM/YY; example 06/11 – 08/12).
- 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.

Note: At least one client reference shall be from a document management or document imaging system implemented or maintained for the client.

- 4) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it or its subcontractors currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract not already identified in section 3.2.1.E.3, 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, provide start and end dates for each project/contract (include MM/YY – MM/YY; example 06/11 – 08-12),
- 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. (point of contact shall be accessible and knowledgeable regarding experience)

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

(Note: State of Maryland experience can be included as part of section 3.2.1.E.2-3 above as project and contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.)

- F) State Assistance
Provide an estimate of expectation concerning participation by State personnel.
- G) Confidentiality
A Master Contractor shall 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, shall 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 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor’s Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).
- B) Completed Price Proposal - Attachment 1 and 1A
- C) The Master Contractor shall 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. Pricing shall be valid for 120 days.

Note: Failure to identify CATS+ labor categories in the completed Price Proposal (Attachment 1A) for each potential time and material resource will make the proposal nonresponsive to this TORFP.

SECTION 4- PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS+ TORFP. In making the TO Agreement award determination, MVA 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:

1. The Master Contractor and subcontractors' Experience and Capabilities in Section 3.2.1. E.
2. Staffing Plan describing Master Contractor's and subcontractor's ability to meet the staffing needs for this Task Order, including substitution procedures as described in Section 3.2.1.B.
3. The Master Contractor and subcontractors' References as described in Experience and Capabilities in Section 3.2.1. E.3.
4. The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications stated in Section 2.10 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 TO Proposals deemed technically qualified will have their TO financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 Qualified TO Financial Proposals will be reviewed and ranked from lowest to highest price proposed.
- 4.3.4 The most advantageous TO Proposal offer considering both technical and financial submission shall be selected for the work assignment.
- 4.3.5 All Master Contractors who proposed shall receive written notice from the TO Procurement Officer identifying the awardee.

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), Criminal Background Check Affidavit, a Purchase Order, and by a Notice to Proceed authorized by the TO Manager.

**ATTACHMENT 1 – PRICE PROPOSAL
PRICE PROPOSAL FORM – FIXED MONTHLY RECURRING COSTS
& TIME AND MATERIAL**

Price Proposal for CATS+ TORFP #J00B3400073

TO Contractor shall provide monthly software maintenance and support fixed price that is all inclusive of all deliverables outline in Section 2.8 of the TORFP for the duration of the agreement. All pricing shall be valid for 120 days. The time and materials shall only be utilized through the issuance of a Work Order as described in Section 2.6.2 of this TORFP (Attachment 1A).

Contract Year	Deliverable	Monthly Cost	Annual Cost [Monthly Cost x 12]
TO Term 1 January 1, 2014 – December 31, 2014	DIWS Software Maintenance and Support	\$	[Monthly Cost x 12] \$
TO Term 2 January 1, 2015 – December 31, 2015	DIWS Software Maintenance and Support	\$	[Monthly Cost x 12] \$
TO Term 3 January 1, 2016 – December 31, 2016	DIWS Software Maintenance and Support	\$	[Monthly Cost x 12] \$
TO Term 4 January 1, 2017 – December 31, 2017	DIWS Software Maintenance and Support	\$	[Monthly Cost x 12] \$
TO Term 5 January 1, 2018 – December 31, 2018	DIWS Software Maintenance and Support	\$	[Monthly Cost x 12] \$
Total Price for Software Maintenance and Support (TO TERMS 1 – 5)			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

**ATTACHMENT 1A
PRICE PROPOSAL FOR CATS+ TORFP #J00B3400073
LABOR CATEGORIES**

Time and Material Cost for additional work within the scope of the contract is based on 25,000 hours over the term of the contract. **The 25,000 hours is solely for evaluation purposes.** Actual Time and Material hours will be determined by actual work orders issued by MVA as described in Section 2.6.2 – Work Order Process. Rates listed shall be fully loaded rates inclusive of all indirect costs such as overhead, profit, administrative costs, travel, etc. TO Contractor shall identify the CATS+ labor category for each type of resource anticipated in support of the Task Order.

Note: Master Contractor shall propose all labor categories that might possibly be required in the course of the various task orders issued in support of this contract. Although six resources are listed, the Master Contractor may propose more than 6 and spread the 25,000 hours over the term of the contract. Add more labor categories as necessary.

CATS+ Labor Categories	A	B	C
	Fully Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS+ TORFP Price
TO Term 1: January 1, 2014 - April 21, 2014 (Year 1 Master Contract rates apply here)			
<i>Resource #1 - Insert Labor Category</i>	\$		\$
<i>Resource #2 - Insert Labor Category</i>	\$		\$
<i>Resource #3 - Insert Labor Category</i>	\$		\$
<i>Resource #4 - Insert Labor Category</i>	\$		\$
<i>Resource #5 - Insert Labor Category</i>	\$		\$
<i>Resource #6 - Insert Labor Category</i>	\$		\$
Total Term #1			\$
TO Term 2: April 22, 2014- April 21, 2015 (Year 2 Master Contract rates apply here)			
<i>Resource #1 - Insert Labor Category</i>	\$		\$
<i>Resource #2 - Insert Labor Category</i>	\$		\$
<i>Resource #3 - Insert Labor Category</i>	\$		\$
<i>Resource #4 - Insert Labor Category</i>	\$		\$
<i>Resource #5 - Insert Labor Category</i>	\$		\$
<i>Resource #6 - Insert Labor Category</i>	\$		\$
Total Term #2			\$
TO Term 3: April 22, 2015- April 21, 2016 (Year 3 Master Contract rates apply here)			
<i>Resource #1 - Insert Labor Category</i>	\$		\$
<i>Resource #2 - Insert Labor Category</i>	\$		\$
<i>Resource #3 - Insert Labor Category</i>	\$		\$
<i>Resource #4 - Insert Labor Category</i>	\$		\$

<i>Resource #5 – Insert Labor Category</i>	\$		\$
<i>Resource #6 - Insert Labor Category</i>	\$		\$
Total Term #3			\$
TO Term 4: April 22, 2016- April 21, 2017 (Year 4 Master Contract rates apply here)			
<i>Resource #1 - Insert Labor Category</i>	\$		\$
<i>Resource #2 - Insert Labor Category</i>	\$		\$
<i>Resource #3 – Insert Labor Category</i>	\$		\$
<i>Resource #4 – Insert Labor Category</i>	\$		\$
<i>Resource #5 – Insert Labor Category</i>	\$		\$
<i>Resource #6 - Insert Labor Category</i>	\$		\$
Total Term #4			\$
TO Term 5: April 22, 2017- April 21, 2018 (Year 5 Master Contract rates apply here)			
<i>Resource #1 - Insert Labor Category</i>	\$		\$
<i>Resource #2 - Insert Labor Category</i>	\$		\$
<i>Resource #3 – Insert Labor Category</i>	\$		\$
<i>Resource #4 – Insert Labor Category</i>	\$		\$
<i>Resource #5 – Insert Labor Category</i>	\$		\$
<i>Resource #6 - Insert Labor Category</i>	\$		\$
Total Term #5			\$
TO Term 6: April 22, 2018- December 31, 2018 (Year 6 Master Contract rates apply here)			
<i>Resource #1 - Insert Labor Category</i>	\$		\$
<i>Resource #2 - Insert Labor Category</i>	\$		\$
<i>Resource #3 – Insert Labor Category</i>	\$		\$
<i>Resource #4 – Insert Labor Category</i>	\$		\$
<i>Resource #5 – Insert Labor Category</i>	\$		\$
<i>Resource #6 - Insert Labor Category</i>	\$		\$
Total Term #6			\$
T & M Subtotal (January 1, 2014 - December 31, 2018)			\$
TOTAL OVERALL CONTRACT PRICE FOR BOTH MAINTENANCE & SUPPORT AND T & M (ATTACHMENT 1 TOTAL PRICE+ ATTACHMENT 1A TOTAL PRICE)			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and shall 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. For the fixed price portion of this price proposal, fully loaded rates shall include periodic overtime as described in the work requirements in Section 2 of this TORFP. **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. The Labor Categories and Hourly Rates shall be used for Project Based Services. Price proposals are not to be altered in any way. All pricing shall be valid for 120 days.

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

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

CATS+ TORFP #J00B3400073

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.

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.

The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.

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.

It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MDOT MBE FORM A
STATE-FUNDED CONTRACTS
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 1 OF 2

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

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

1. MBE Participation (PLEASE CHECK ONLY ONE)

I have met the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent (_____ %) and the following subgoals, if applicable:
_____ percent (_____ %) for African American-owned MBE firms
_____ percent (_____ %) for Hispanic American-owned MBE firms
_____ percent (_____ %) for Asian American-owned MBE firms
_____ percent (_____ %) for Women-owned MBE firms

I agree that these percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), will be performed by certified MBE firms as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form B (State-Funded Contracts).

OR

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

2. Additional MBE Documentation

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

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

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

ATTACHMENT 2 - MDOT MBE FORM A
STATE-FUNDED CONTRACTS
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 2 OF 2

3. Information Provided to MBE firms

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

4. Products and Services Provided by MBE firms

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

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

ATTACHMENT 2 - MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

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

PAGE 1 OF 2

***** STOP *****

FORM INSTRUCTIONS
PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at www.mdot.state.md.us to determine if a firm is certified for the appropriate North American Industry Classification System (“NAICS”) Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals.
2. In order to be counted for purposes of achieving the MBE participation goals, the firm must be certified for that specific NAICS (“MBE” for State-funded projects designation after NAICS Code). **WARNING:** If the firm’s NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm’s Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals.
4. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email at mbe@mdot.state.md.us.
5. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.
6. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacture, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals:**
 - A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.

- B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C only if the MBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no MBE participation credit will be given for the supply of these products.
- C. For purposes of achieving the MBE participation goal, you may count only the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.

ATTACHMENT 2 - MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 2 OF 2

- D. Is the firm certified as a manufacturer (refer to the firm’s NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the MBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the MBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.
7. For each MBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the MBE participation goals**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

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

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

GOAL/SUBGOAL WORKSHEET	
Total African American Firm Participation (Add percentages listed for African American-Owned Firms in Column 3 of MBE Participation Schedule)	(A) _____ %
Total Hispanic American Firm Participation (Add percentages listed for Hispanic American-Owned Firms in Column 3 of MBE Participation Schedule)	(B) _____ %
Total Asian American Firm Participation (Add percentages listed for Asian American-Owned Firms in Column 3 of MBE Participation Schedule)	(C) _____ %
Total Women-Owned Firm Participation (Add percentages listed for Women-Owned Firms in Column 3 of MBE Participation Schedule)	(D) _____ %
Total for all other MBE Firms (Add percentages for firms listed as Other MBE Classification in Column 3 of the MBE Participation Schedule)	(E) _____ %
Total MBE Firm Participation (Add percentages listed for all MBE Firms in Column 3 of MBE Participation Schedule)	(F) _____ %
The percentage amount in Box F should be equal to the sum of the percentage amounts in Boxes A through E.	

**ATTACHMENT 2 - MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE**

PART 2 – MBE PARTICIPATION SCHEDULE

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

PAGE ___ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal and subgoals set forth in Form A.
NAME OF MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>	3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS). _____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS). _____ % Total percentage of Supplies/Products x _____ 60% (60% Rule) _____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)

Please check if Continuation Sheets are attached.

**ATTACHMENT 2 - MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE
CONTINUATION SHEET**

PAGE ___ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form A.
NAME OF MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>	3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS). <div style="background-color: #cccccc; padding: 5px; text-align: center;"> % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) </div> 3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS). _____ % Total percentage of Supplies/Products x _____ 60% (60% Rule) <div style="background-color: #cccccc; padding: 5px; text-align: center;"> % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) </div>

Please check if Continuation Sheets are attached.

ATTACHMENT 2 - MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE SECTION 7

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL
AS DIRECTED IN THE INVITATION TO BID/ REQUEST FOR PROPOSALS.

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

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

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**ATTACHMENT 2 - MDOT MBE FORM C
STATE-FUNDED CONTRACTS
OUTREACH EFFORTS COMPLIANCE STATEMENT**

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

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

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

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

4. Please Check One:

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS)

5. Please Check One:

- Bidder/Offeror did attend the pre-bid/pre-proposal meeting/conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal meeting/conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**ATTACHMENT 2 - MDOT MBE FORM D
STATE-FUNDED CONTRACTS
MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT**

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

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

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

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

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

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

This form is to be completed monthly by the prime

**ATTACHMENT 2 - Form D-5
Maryland Department of Information Technology
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report**

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

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

**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

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

(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)
---	---

This form must be completed by
MBE subcontractor

ATTACHMENT 2 - Form D-6
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:																																
MDOT Certification #:																																
Contact Person:	Email:																															
Address:																																
City: Baltimore	State:	ZIP:																														
Phone:	FAX:																															
Subcontractor Services Provided:																																
List all payments received from Prime Contractor during reporting period indicated above. <table border="1"> <thead> <tr> <th></th> <th><u>Invoice Amt</u></th> <th><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td>Total Dollars Paid: \$</td> <td colspan="2">_____</td> </tr> </tbody> </table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$	_____		List dates and amounts of any unpaid invoices over 30 days old. <table border="1"> <thead> <tr> <th></th> <th><u>Invoice Amt</u></th> <th><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td>Total Dollars Unpaid: \$</td> <td colspan="2">_____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$	_____	
	<u>Invoice Amt</u>	<u>Date</u>																														
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Total Dollars Paid: \$	_____																															
	<u>Invoice Amt</u>	<u>Date</u>																														
1.																																
2.																																
3.																																
Total Dollars Unpaid: \$	_____																															
Prime Contractor:	Contact Person:																															

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

(TO MANAGER 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: _____
(Required)

MBE ATTACHMENT D-7
MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm

of _____
Name of Prime Contractor)

located at _____,
(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____
(Date) (Name of Minority Business)

_____ located at _____,
(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____, project
name _____

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise identified
above is either unavailable for the work /service in relation to project number _____, or is unable to
prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name) (Title)

(Number) (Street) (City) (State) (Zip)

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert.# _____
(Name of MBE Firm)

located at _____
(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number _____, ON _____
(Date)

by _____
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

(Name) (Title) (Phone)

(Signature) (Fax Number)

d. Exhibit D – TO Proposal-Financial

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

3. Time for Performance.

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

4. Consideration and Payment

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

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

B) 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, Maryland Department of Transportation, Maryland Motor Vehicle Administration

By: Thomas P. Hickey, 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)

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 - Labor Category Personnel Resume Summary

THIS ATTACHMENT DOES NOT APPLY TO THIS SOLICITATION

ATTACHMENT 6 - NON-DISCLOSURE AGREEMENT (OFFEROR)

THIS DOES NOT APPLY TO THIS SOLICITATION

ATTACHMENT 7 - 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 Maryland Department of Transportation / Maryland Motor Vehicle Administration (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for TORFP DIWS Maintenance & Support Title TORFP No. J00B3400073 dated _____, (the “TORFP”) issued under the Consulting and Technical Services Plus procurement issued by the Department, Project Number 060B2490023; 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 project (the “Confidential Information”).

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

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

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

Contractor/Contractor's Personnel:

**Maryland Department of Transportation /
Maryland Motor Vehicle Administration**

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**SUBMIT AS REQUIRED IN THE TORFP
EXHIBIT A**

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

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

Signature

Date

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

ATTACHMENT 8 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ master contract. Requirements for TO management can be found in the CATS+ 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	
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.)	
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) _____	
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) _____	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
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) _____	
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) _____	
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) _____	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

Yes No (If no, explain why) _____

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 9 – PERFORMANCE EVALUATION

DATE:

CATS+ TORFP PROJECT NUMBER:

EVALUATION PERIOD: (Dates)

TO MANAGER: _____

Evaluation Criteria	<u>Rating (Last Quarter)</u>	<u>Rating (This Quarter)</u>	<u>Mediation Required (Yes or No)</u>
All tasks for this reporting period were completed.			
Accuracy of work completed			
Lateness / Punctuality			
Overall satisfaction with Contractor Performance this period.			
Invoices delivered in timely fashion			
Accuracy of Invoices submitted			

Rating

- 3. Exceeded the customer expectation
- 2. Met the customers expectation
- 1. Did not meet the customers expectation

Customer will provide input on any area that did not meet the customer expectation.

ATTACHMENT 10 – SAMPLE WORK ORDER

WORK ORDER		Work Order #	Contract #	
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.				
<u>Purpose</u>				
<u>Statement of Work</u>				
<u>Requirements:</u>				
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>				
Deliverables are subject to review and approval by AGENCY prior to payment. <i>(Attach additional sheets if necessary)</i>				
<u>Start Date</u>		<u>End Date</u>		
Cost				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		AGENCY shall pay an amount not to exceed		\$
TO Contractor		AGENCY Approval		
_____ <i>(Signature)</i> TO Contractor Authorized Representative (Date)		_____ <i>(Signature)</i> AGENCY TO Manager (Date)		
POC	<i>Name</i>	TO Manager	<i>(Print Name)</i>	
Telephone No.		Telephone No.		
Email:		Email:		

ATTACHMENT 11 - PRIVACY PROTECTION POLICY

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION MOTOR VEHICLE ADMINISTRATION

In consideration of receiving personal information contained in Motor Vehicle Administration records, I **HEREBY CERTIFY** on behalf of TO Contractor, (**TO Contractor**) as its authorized agent this _____ day of _____, 20__, that

1. **TO Contractor** 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. **TO Contractor** 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, **TO Contractor** 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, **TO Contractor**, 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. **TO Contractor** agrees to keep a record for five (5) years of all persons to whom information is re-disclosed 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. **TO Contractor** 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. **TO Contractor** 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 **TO Contractor** 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.

Witness:

Date: _____

TO Contractor:

By: _____

Date: _____

Witness:

Date: _____

**Maryland Department of Transportation/
Motor Vehicle Administration:**

By: _____

Date: _____

Approved as to form and legal sufficiency:

Assistant Attorney General

Date: _____

ATTACHMENT 12 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Continued Maintenance of Software for DIWS System Operations

TO Agreement Number: #J00B3400073

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Bruce J Chaillou

TO Manager Signature Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature Date Signed

SUBMIT AS REQUIRED IN THE TORFP.

ATTACHMENT 13 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: MVA

TORFP Title: Continued Maintenance of Software for DIWS System Operations

TO Manager: Bruce J Chaillou, (410) 787-7976

To:

The following deliverable, as required by TO Agreement #J00B3400073, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN THE TORFP.

ATTACHMENT 14 – CERTIFICATION REGARDING INVESTMENTS IN IRAN

Authority: State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012].

List: The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- Providing goods or services of at least \$20 million in the energy sector of Iran; or
- For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

The Investment Activities in Iran list is located at: www.bpw.state.md.us

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Name of Authorized Representative: _____

Signature of Authorized Representative:

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 15 - 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: _____

ATTACHMENT 16 – CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____ (Title) _____ and the duly authorized representative of _____ (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 _____ (Contractor) has complied with Section 2.14, Security Requirements of Contract Number J00B3400073.

- B. I hereby affirm that the _____ (Contractor) has provided _____ (Agency) with a summary of the security clearance results for all of the candidates that will be working on Contract Number J00B3400073 and all of these candidates have successfully passed all of the background checks required under Section 2.14 of Contract Number J00B3400073. 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 contract.

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