

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

WEBFOCUS SUPPORT TASK ORDER

CATS+ TORFP #J00B6400012



**Maryland Department of Transportation (MDOT)
Motor Vehicles Administration (MVA)**

Issue Date: November 7, 2017

SMALL BUSINESS RESERVE

NOTICE TO BIDDERS/OFFEROR
SMALL BUSINESS RESERVE SOLICITATION

This is a Small Business Reserve Solicitation for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract. For the purposes of a Small Business Reserve Solicitation, a small business is a for-profit business, other than a broker, that meets the following criteria:

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business;
- C. It is not dominant in its field of operation; and
- D.1 With respect to employees:
 - (a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
 - (b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
 - (c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - (d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - (e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
 - (f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; and

D.2 With respect to gross sales:

- (a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
- (b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
- (c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- (d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
- (e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
- (f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at eMaryland Marketplace.

KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 3 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 4).

Solicitation Title:	WEBFOCUS Support Task Order
Solicitation Number (TORFP #):	J00B6400012
Functional Area:	Functional Area – 5 Software Engineering
Issue Date:	11/07/2017
Questions Due Date and Time:	11/22/2017 at 12:00 PM Local Time
Closing Date and Time:	12/15/2017 at 2:00 PM Local Time
TO Requesting Agency:	Maryland Department of Transportation (MDOT) Motor Vehicle Administration (MVA)
Send Proposals to:	Joy Abrams jabrams@mdot.state.md.us
Send Questions to (e-mail only)	jabrams@mdot.state.md.us
TO Procurement Officer:	Joy Abrams Office Phone Number: 410-865-1129 e-mail address: jabrams@mdot.state.md.us
TO Manager:	Kameel R. Hall e-mail address: khall3@mdot.state.md.us
TO Type:	Time and materials with Time and Materials/Fixed Price Work Orders
Period of Performance:	Two (2) Years with three (3), one-year options
MBE Goal:	0%
VSBE Goal:	0%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	MDOT/MVA, Office of Planning and Capital Programs (OPCP) 6601 Ritchie Highway, NE, Glen Burnie, MD 21062
TO Pre-proposal Conference:	MDOT Headquarters 7201 Corporate Center Drive Harry Hughes Suite 3- Ground Floor Hanover, Maryland 21076 11/17/2017 at 1:00 PM – 2:00 PM Local Time See Attachment 6 for directions.

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SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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.

All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- A. **TO Procurement Officer** – 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.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 3.10 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor Personnel.

- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the TO over the course of the TO period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on TO performance. Key personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal. Key Personnel may be identified after TO award.

- G. **MDOT Contract Management Office (CMO)** – The CMO is responsible for contract management issues, outside of the day to day management of the TO, after award.

1.3 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 3 - 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 TO Financial Proposal.

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's e-mail inbox. Please be aware that the MVA email system has a 7MB file limit on email submissions. In the case of a paper TO Proposal submission (not encouraged), Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 4.

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the TO Procurement Officer after the due date will not be considered.

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives in the form of oral presentations with interviews of the two Key Personnel conducted during orals. Significant representations made by a Master Contractor during the oral presentation/interviews shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the TO is awarded to the Master Contractor. The TO Procurement Officer will notify Master Contractor of the time and place of oral presentations and interviews.

Interviews, which are a type of oral presentation, will be performed in person for all Offerors meeting minimum qualifications. All candidates shall be interviewed in substantially the same manner.

Information gathered through the Oral Presentation and/or Interviews is part of the technical evaluation process.

1.6 QUESTIONS

All questions must be submitted via e-mail to the TO 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.

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Master Contractors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal conference summary will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

The TO Contractor shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Offeror shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. 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 an Offeror's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with the Limitations of Liability section of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 3 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. 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.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has no MBE goals as stated in the Key Information Summary Sheet above.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has no VSBE goal as stated in the Key Information Summary Sheet above.

1.14 NON-DISCLOSURE AGREEMENT**1.14.1 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor and TO Contractor Personnel who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

1.15 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.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 12 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 15 of this TORFP.

1.17 TASK ORDER MANAGEMENT OVERSIGHT ACTIVITIES

DOIT is responsible for task order management oversight on the CATS+ Master Contract. As part of that oversight, DOIT has implemented a process for self-reporting task order management activities of TOs under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 11 is a sample of the TO Contractor Self-Reporting Checklist. DOIT may send initial checklists out to applicable/selected 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 form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DOIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.20 DEFINITIONS

Business Day	Monday through Friday (excluding State holidays)
Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data
Effective Date	The date of mutual TO Agreement execution by the parties
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays
Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work on the Task Order, project or Work Order shall begin on a specified date. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the Task Order, project or Work Order to begin
Offeror	A Master Contractor that submits a proposal in response to this TORFP
Personally Identifiable Information (PII)	Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information
Security or Security Measures	The technology, policy and procedures that a) protect and b) control access to networks, systems, and data
Sensitive Data	Means PII; PHI; information about an individual that (1) can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; or other proprietary or confidential data as defined by the State, including but not limited to "personal information" under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Fin. & Proc. § 10-1301(c).

Service Level Agreement (SLA)	Measurable levels governing TO Contractor performance and establishing associated liquidated damages for failure to meet those performance standards
SLA Activation Date	The date on which SLA charges commence under this Task Order, which may include, but not be limited to, the date of (a) completion of Transition In, (b) a delivery, or (c) releases of work.
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the TO Contractor to provide subcontracted services or products under the direction of the TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the TO Contractor.
Task Order (TO)	The scope of work described in this TORFP
Task Order Agreement	The task order awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment 3
TO Proposal	As appropriate, either or both an Offeror's Technical or Financial Proposal to this TORFP
TO Request for Proposals (TORFP)	This Task Order Request for Proposal, including any amendments / addenda thereto
Transportation Business Unit (TBU)	The individual state units that operate under the authority of the Maryland Department of Transportation.
Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13 and http://www.vetbiz.gov .
Work Order	A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of fulfillment, and which may not require a change order. Except as otherwise provided, any reference to the TO shall be deemed to include reference to a Work Order.
Working Day(s)	Same as "Business Day"

Additional acronyms identified below that are commonly referenced by the MVA

AAD	Administrative Adjudication Division
AAMVA	American Association of Motor Vehicle Administrators
AAMVAnet	American Association of Motor Vehicle Administrators- Network
ADA	Americans with Disabilities Act
ARS	Accounts Receivable System

ASD	Alternative Service Delivery (self-service)
CDL	Commercial Driver's License
COMAR	Code of Maryland Regulations
COTS	Commercial Off-the-Shelf
CSA	Customer Service Agent
CTIPP	Consolidated Transportation Information Processing Program
CTM	Customer Traffic Management (System)
CTP	Consolidated Transportation Program (Capital Program)
CWS	Comprehensive Work Schedule
DAFRG	Financial Reports – Budget Reports
ERT System	Electronic Registration Titling (ERT) system used by Dealers and Title Services Agents to perform MVA vehicle transaction, issue plates and sticker, and transfer transaction data and money to MVA
ERT Vendor	Electronic Registration Titling (ERT) vendor is provider of the ERT system to the dealership and title service agent. Currently, there are three ERT vendors providing such system CVR, DealerTrack, and Title Tec
FMIS	Financial Management Information System
FTP	File Transfer Protocol
IT	Information Technology
ITPR	Information Technology Project Request
MBE	Minority Business Enterprise
MDOT	Maryland Department of Transportation
MVA Branch Office	Branch office location owned and operated by MVA
MVA Central Operations	Central MVA office at Glen Burnie, Maryland
MVA Core System	Future system of record for MVA Driver Licensing, Vehicle Registration & Titling, Enforcement Programs, Business Licensing, and Revenue Transactions
NTP	Notice to Proceed
OIR	Office of Information Resources
OTTS	Office of Transportation Technology Services
PDD	Project Development Division
SAT	System Acceptance Testing Plan
SME	Subject Matter Expert
SMTTP	Simple Mail Transfer Protocol
SOW	Statement of Work
SSN	Social Security Number

TARIS	Titling and Registration Issuance System
TCP/IP	Transmission Control Protocol / Internet Protocol
TSHRS	Transportation Services Human Resources System
TSO	Transportation Secretary's Office
VEIP	Vehicle Emission Inspection Program
VIN	Vehicle Identification Number
WAN/LAN	Wide Area Network / Local Area Network

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SECTION 2 - COMPANY AND PERSONNEL QUALIFICATIONS

2.1 MINIMUM QUALIFICATIONS

2.1.1 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying proposed Key Personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

The Key Personnel proposed under this TORFP must meet all minimum qualifications for the labor category proposed, as identified in the CATS+ Master Contract Section 2.10. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

Master Contractors may only propose one resume for each of the **two (2) Key Personnel** in response to this TORFP.

1. Analyst, Computer Systems (Senior) (one available as of NTP)

CATS+ Master Contract Section 2.10 Minimum Qualifications:

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline, or three (3) years of equivalent experience in a related field. A Master's Degree is preferred.

General Experience: Must have eight (8) years of computer experience working independently or under general direction on complex application problems involving all phases of systems analysis.

Specialized Experience: At least five (5) years of experience in analysis and design of business applications for complex large-scale or mid-tier computer systems, or LAN-based systems, to include experience in Database Management Systems (DBMS), and use of programming languages. Knowledge of current storage and retrieval methods and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs.

2. Computer Systems Programmer (one available as of NTP)

CATS + Master Contract Section 2.10 Minimum Qualifications:

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline, or three (3) years of equivalent experience in a related field. A Master's Degree is preferred.

General Experience: Must have five (5) years of computer experience in information systems design.

Specialized Experience: At least three (3) years of experience in IT systems analysis and programming.

2.2 OFFEROR EXPERIENCE

The following qualifications are expected and will be evaluated as part of the technical proposal.

- A) Level of demonstrated experience providing consulting and technical services to U.S. commercial and government entities.
- B) Level of competency and demonstrated experience of BI development and maintenance using WebFOCUS v7 applications.
- C) Level of competency and demonstrated experience of BI development and maintenance using WebFOCUS v8 applications.
- D) Prior experience and skills in project management and data architecture.
- E) Prior experience and competency with migrating data into an enterprise master data model.
- F) The extent to which the Offeror has demonstrated experience with all of the following lifecycle methodologies: agile, waterfall.

In addition to the mandatory *Offeror's Personnel Minimum Qualifications*, the following *Preferred Qualifications* are deemed as highly desirable:

2.3 Offeror Personnel Experience

The following experience is expected from the proposed Key Personnel and will be evaluated as part of the TO Technical Proposal (see the appropriate evaluation factor from **Section 5.2**):

2.3.1 Analyst, Computer Systems (Senior) (one available as of NTP)

- a. Demonstrated prior senior level experience in IT systems development and support
- b. Demonstrated prior experience creating and maintaining agency and executive dashboards
- c. Prior experience with technical programming in WebFOCUS v7 and WebFOCUS v8
- d. The extent to which the proposed individual has previously demonstrated leadership roles in data migration and master data management
- e. The extent to which the proposed individual demonstrates excellent oral communication skills

2.3.2 Computer Systems Programmer (one available as of NTP)

- a. Prior experience with technical programming and maintaining custom applications in WebFOCUS v7 and WebFOCUS v8 with Windows 2008 Servers that communicate with DB2 and/or SQL Server 2008 and 2012 databases
- b. Demonstrated prior experience creating and maintaining agency and executive dashboards.
- c. The extent to which the proposed individual has previously demonstrated leadership roles in dashboard creation and maintenance, plus data migration and master data management.
- d. The extent to which the proposed individual demonstrates excellent oral communication skills

SECTION 3 - SCOPE OF WORK

3.1 PURPOSE

The MDOT is issuing this CATS+ TORFP on behalf of the MVA to obtain BI services for WebFOCUS v7 and v8 applications in accordance with the scope of work described under Section 3. The planned work will be in support of MVA applications.

As part of the evaluation of the proposal for this TORFP, Master Contractors shall propose exactly two (2) Key Personnel and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of this TORFP. The MVA expects the two (2) resources shall be available as of the start date specified in the Notice to Proceed (NTP). At any point in the TO Agreement, and on a part time basis, the TO Contractor will be asked to furnish up to three (3) additional resources from the proposed labor categories as listed in Attachment 1. Not to exceed, five (5) concurrent resources inclusive of the 2 key resources. All resources beyond the initial proposed two will be requested through a Work Order process (See Section 3.9).

Offerors please note that key personnel are part-time positions, with work tapering after initial activity backlog is completed.

Work performed under this Task Order includes a significant data migration effort across disparate systems and data sources, to be consolidated into a master data management scheme with associated business intelligence dashboards and reporting. Activities performed under this Task Order shall include activities reasonably associated with creating and managing a data warehouse, performing such migration and master data management transition.

The MVA intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can best satisfy the TO requirements.

EXCLUDED FROM SCOPE: Due to security concerns, the Offeror is excluded from performing data services outside of an MVA data center, unless explicitly granted permission by the TO Manager.

3.2 INITIAL REQUESTING AGENCY BACKGROUND

The MVA is one of the Transportation Business Units (TBU) in MDOT. The MVA employs a workforce of 1,700+ serving the mobility needs of customers throughout the State, and is responsible for supplying the following motor vehicle services to the citizens of Maryland:

- Licensing all non-commercial and commercial drivers
- Registering and titling vehicles
- Issuing photo identification cards for non-driver residents
- Conducting driver and motorcycle safety programs
- Protecting the integrity and security of personal licensing, driver, and vehicle records
- Administering the mandatory insurance compliance program
- Inspecting Maryland's school buses
- Regulating driving schools, motor vehicle dealers, and sales
- Ensuring air quality through the Vehicle Emission Inspection Program (VEIP)
- Reducing and preventing motor vehicle related crashes, injuries, and fatalities through education, enforcement, and engineering countermeasures

Currently, the MVA maintains a large physical presence across the State. The Administration serves its customers through a network of customer service offices, including the headquarters in Glen Burnie and 24 field offices; electronic services, including 41 eMVA kiosks and the Internet; a telephone customer service center; a mobile service center that travels throughout the State; 18 motorcycle safety training centers; 18 Vehicle Emissions Inspection Program (VEIP) stations and 2 VEIP self-service kiosks. The MVA also operates vehicle registration services at 12 county treasurers' offices, and serves 750 Electronic Registration and Titling (ERT) participants and 130 title service agencies.

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

3.3 MVA PROJECT BACKGROUND

The MVA has an existing BI implementation consisting of both WebFOCUS v7 and v8. Knowledge of both versions, plus experience migrating to v8 will be required from the TO Contractor.

The MVA collects a large amount of data during customer transactions. In FY15, it processed over 11.1 million total transactions, each having unique data for those transactions. The MVA manages and tracks over 4.2 million licensed drivers, over 500,000 identification cards, and over 5 million vehicles registered in their databases. Additionally, the MVA has the capability to access additional data fields from external agencies to include state and federal. Executive management can use this mass amount of rich data to make strategic decisions for the MVA in real time and in future planning efforts. The MVA Office of Planning and Capital Programs (OPCP) recognizes that in order for the agency to access the trends and support strategic visions, business intelligence (BI) software will be needed to extract and analyze data which support decision making and process modifications.

Interdependencies:

The following is a summary description of some of the major customer facing modernization initiatives that are in-progress or already operational at the MVA, and for which BI solutions will need to be compatible and coordinated:

Alternative Service Delivery (ASD) Systems

Self-service ASD systems include the design and implementation of electronic delivery of MVA services through the Internet, self-serve kiosks, and telephone Interactive Voice Response (IVR) systems. ASD systems have resulted in reduced wait times and increased satisfaction for MVA customers. New kiosks provide customers with the ability to receive real-time registration stickers, cash or credit payment options, and the capability to receive certified and non-certified driving records, as well as the option to order personalized license plates. Providing this advanced functionality is a benefit to the public and enhances the MVA's operational efficiency. Currently, MVA customers complete more than 55% of their service transactions via ASD systems with a future goal of 90% by 2035.

Project Core

Project Core is an enterprise-wide effort to modernize MVA's IT infrastructure, replacing legacy systems, and enhancing MVA's ability to provide customers and the agency with a 360-degree view of their services and needs. The project will address and serve as the base architecture for replacing the existing Titling & Registration Information System (TARIS) and other MVA

legacy systems. It will also provide a platform for the development of new applications that will support the transformation from a transaction based to a customer case management business model. Project Core includes five major initiatives: document imaging, insurance compliance, front-end interface, enterprise bus for interfaces, and data quality. In preparation for this radical business transformation, the MVA has created the Enterprise Architecture Governance Board (EAGB), Program Management Office (PMO), Functional Governance Board (FGB), and Quality Management (QM) organizations to successfully manage this vital modernization initiative. Project Core is currently in the vendor procurement phase.

Document Imaging and Workflow System (DIWS)

The original DIWS project replaced more than 170-million paper documents with electronic image storage and retrieval, and has become an integral MVA operating system. DIWS improves workflows with standardization of information, improved reporting, and enhanced auditing capabilities. The original DIWS was created using client-server technology, and the current DIWS II project will upgrade to a web-based application user interface. The change to a web-based system will allow the MVA to:

1. Extend the full capabilities of DIWS to any user with a web browser.
2. Expand the internal staff knowledge-base on the underlying technology of DIWS, thereby lowering future development and maintenance risk to the MVA.
3. Allow document access from other MVA applications that support hyperlinking.

3.4 PROFESSIONAL DEVELOPMENT

Any TO Contractor Personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting Task Order.

The TO Contractor and it's TO Contractor Personnel shall be responsible for the expenses to maintain any required professional certifications.

3.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and 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 security and technology project execution.

The foregoing may include, but are not limited to, the following policies, guidelines and methodologies that can be found at the DOIT site (<http://DOIT.maryland.gov/policies/Pages/ContractPolicies.aspx>).

- A. The State of Maryland System Development Life Cycle (SDLC) methodology
- B. The State of Maryland Information Technology Security Policy and Standards
- C. The State of Maryland Information Technology Non-Visual Access Standards
- D. The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- E. TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

3.6 REQUIREMENTS

3.6.1 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide staffing and resources to fully supply the following services as identified in this Section 3.6 Requirements.

Additional requirements may be described in a Work Order.

A. The TO Contractor shall:

1. Maintain the WebFOCUS environment and all applications in both WebFOCUS v7 and v8;
2. Build dashboards and reports as identified by MVA for planning efforts;
3. Program, maintain and monitor WebFOCUS v8 applications for use by OPCP and MVA staff; and
4. Initiate, plan, execute, monitor and control, and close the WebFOCUS software development tasks.

B. The BI solutions furnished by the TO Contractor shall:

1. be interoperable with the customer facing modernization initiatives (see Section 3.3 Interdependencies);
2. support the MVA's goals as documented in the MVA's Business Plan, Strategic Plan, and Long Range Plan; and
3. comply with State and federal government legislation and regulations.

C. The TO Contractor activities within WebFOCUS shall include, but are not limited to, the following:

1. Provide ongoing system, applications maintenance and troubleshooting;
2. Analyze and document complex system requirements;
3. Design software tools and subsystems to support software reuse and domain analyses and manage their implementation;
4. Interpret software requirements, design specifications to code, manage software development and support (using formal specifications, data flow diagrams, and other accepted design techniques and tools), integrate and test software components;
5. Estimate software development costs and schedules;
6. Review existing programs and assist in making refinements, performance improvements, and improving current techniques;
7. Estimate and track software quality attributes; and
8. Transferring knowledge to MVA employees in order to sustain the BI activities for the remaining system life cycle.

D. At a minimum, TO Contractor Personnel under this TORFP shall perform the following:

1. Develop an understanding of the MVA business processes and work closely with various functional areas across the MVA business units to define business requirements and develop and maintain useful BI solutions and dashboards.
2. Design and implement BI solutions and reporting tools including data architectures to allow for efficient reporting.
3. Use WebFOCUS v7 and v8 to program, maintain and monitor databases to support the analysis tools including: data dashboard, comparative analysis, real-time alerts, internal search tool, and visualization options.
4. Implement and understand database management and business intelligence technologies to provide historical, current and predictive views of MVA business operations.
5. Provide technical and administrative direction for personnel performing BI software programming tasks, including the review of work products for correctness, adherence to the design concept and to user standards and for progress in accordance with schedules.
6. Coordinate with the TO Manager to ensure problem resolution and user satisfaction.
7. Provide BI system recommendations, if needed, for approval of major BI system installations, upgrades, product changes/modifications.
8. Prepare milestone status reports and deliver presentations on BI system change proposals to colleagues, subordinates, and end user representatives.
9. Provide design recommendations based on long-term IT organization strategy.
10. Develop enterprise level application and custom integration solutions including major enhancements and interfaces, functions and features within the MVA BI environment.
11. Use a variety of platforms to provide automated systems applications to customers.
12. Provide expertise regarding the integration of applications across the business.
13. Determine specifications, then plans, designs, and develops the most complex and business critical software solutions, utilizing appropriate software engineering processes – either individually or in concert with a project team.
14. Provide technical assistance in the most difficult support problems.
15. Develop programming and development standards and procedures as well as programming architectures for code reuse.
16. Provide in-depth knowledge of state-of-the art programming languages and object-oriented approach in designing, coding, testing and debugging programs.
17. Understand and consistently applies the attributes and processes of current application development methodologies.
18. Research and maintain knowledge in emerging technologies and possible application to the business.
19. Serve both internally and externally as a technical expert and critical technical resource across multiple disciplines.
20. Act as an internal consultant, advocate, mentor and change agent.

21. Solve applications and process related problems by creating detail process and system design specifications for data management and data migration.
22. Support and design data warehousing and BI platforms.
23. Provide training and technical expertise on WebFOCUS and BI tools.
24. Facilitate collaboration within and across business units and across IT functions.
25. Maintain and keep up-to-date all documentation regarding the WebFOCUS implementations, including, as necessary, any requirements, design, configurations, and data dictionaries. The location for such documentation shall be in the MVA-supplied SharePoint 2.0 site.

3.6.2 Project Management

The TO Contractor shall, as part of the services, provide project management support sufficient to perform the following, as it relates to establishing and maintaining the MVA data warehouse and business intelligence capabilities under this Task Order:

1. Ensure that IT project goals and objectives are met and that products are delivered on time, on budget and within scope, as well as meet the business objectives originally intended.
2. Ensure strategic alignment of IT projects by establishing project goals and objectives that are consistent with stated agency business drivers.
3. Provide project planning, task prioritization, budget/cost analysis, scheduling, projections of staffing requirements, and performance measurements.
4. As requested by the MVA, assist with project management of Business Intelligence IT projects by assessing and modifying Project Management Plans (PMP), schedules, contracts, and managing resources, delegating tasks.
5. Manage communications with all stakeholders (receiving, gathering, analyzing and disseminating information).
6. Setting goals and objectives, organizing project team and governance structures, understanding technology projects, and preparing action and contingency plans.

3.6.3 Architecture

The TO Contractor shall, as part of the services, provide architecture services sufficient to perform the following, as it relates to establishing and maintaining the MVA data warehouse and business intelligence capabilities under this Task Order:

1. Provide expertise in the most current principles and practices of architecture data management systems and experience in large system designs, and with data modeling in the information management arena.
2. Provide expertise in modeling and organizing information to facilitate support of projects or information architectures.

3. Provide guidance on how and what to model (both data and processes).
4. Perform transition planning from legacy to modern systems by concentrating on information flows, data exchange, and data translation standardization services.
2. Develop a detailed knowledge of the underlying data and data products and become the subject matter expert on content, current and potential future uses of data, and the quality and interrelationship between core elements of the data repository and data products.
3. Determine database structural requirements by analyzing client operations, applications, and programming; reviewing objectives with clients; evaluating current systems.
4. Perform key management and thought leadership in the areas of advanced data techniques, including data modeling, data access, data integration, data visualization, text mining, data discovery, statistical methods, database design and implementation.
5. Define and achieve the strategy roadmap for the enterprise; including data modeling, implementation and data management for our enterprise data warehouse and advanced data analytics systems.
6. Set the vision, gather requirements, gain business consensus, perform vendor and product evaluations, mentor business and development resources, deliver solutions, training and documentation.
7. Design proposed database solutions; define database physical structure and functional capabilities, security, back-up, and recovery specifications.
8. Consult with information technology, data analytics, product creation and development staff to design and implement scripts, programs, databases, software components and analyses that will support product quality and an in depth understanding of potential uses of the data.
9. Maintain database performance by identifying and resolving production and application development problems.
10. Provide database support by coding utilities, responding to user questions, and resolving problems.
11. Determine the information the system will capture, retain and publish.
12. Translate broader business initiatives into clear objectives and concrete goals, aligning appropriately with MVA goals for efficient, coordinated action.
13. Participate in BI projects, and work to ensure implementation using both Agile and Waterfall methods.
14. Draw conclusions and effectively communicate findings with both technical and non-technical team members, providing active leadership skills across project team and business units.

3.7 PERFORMANCE AND PERSONNEL

3.7.1 WORK HOURS

- A. Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (8:00 AM to 4:30 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by MVA (see <http://dbm.maryland.gov/employees/Pages/StateHolidays2015.aspx>). TO Contractor Personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support specific efforts, emergencies, and mandatory meetings.
- B. Non-Business Hours Support: After hours support may be necessary to respond to emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned activities in addition to core business hours. Hours would be billed on actual time worked at the rates proposed.
- C. State-Mandated Service Reduction Days: TO 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.
- D. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO 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.
- E. Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week, and this process is detailed in section 3.7.3.2. In cases where there is insufficient coverage, a leave request may be denied.

3.7.2 DIRECTED PERSONNEL REPLACEMENT

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or MVA, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor

Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Section 3.7.2B.

- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of date of the notification of directed removal, or the actual removal, whichever occurs first. However, if the TO Manager determines that the State's best interests require removal of the TO Contractor Personnel with less than fifteen (15) days' notice, the TO Manager can direct removal in shorter timeframe, including immediate removal.
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

3.7.3 SUBSTITUTION OF PERSONNEL

3.7.3.1 PRIOR TO TASK ORDER EXECUTION

Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

An **Extraordinary Personnel Event** – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

3.7.3.2 SUBSTITUTION AFTER TASK ORDER EXECUTION

The procedure for substituting personnel after Task Order execution is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B) To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that

such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

3.7.4 PREMISES AND OPERATIONAL SECURITY

- A. The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement, Criminal Background Check Affidavit (**Attachment 17**), permitting a criminal background check within 30 days of NTP, the TO Contractor shall secure at its own expense the following type of national criminal history record check and provide the TO Contract Manager with completed checks on such Contractor Personnel prior to assignment:
1. A national criminal history record check. This check may be performed by a public or private entity. The State reserves the right to require, when allowed, a fingerprint-based Maryland and/or FBI Criminal Justice Information System criminal history record check.
 2. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Contract Manager.
 3. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor.
 4. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (**Attachment 17**) within 30 days of notice to proceed.
- B. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- C. TO Contractor Personnel shall, while on State premises, display their State issued identification cards without exception.
- D. TO Contractor Personnel shall follow the State of Maryland IT Security Policy and Standards throughout the term of the TO Agreement.
- E. The State reserves the right to request that the TO Contractor submit proof of employment authorization for non-United States citizens, prior to commencement of TO Contractor Personnel work under the Task Order.
- F. TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland determines that said TO Contractor Personnel has not adhered to the security requirements specified herein.
- G. The cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

3.7.5 WORK SPACE, WORKSTATIONS, NETWORK CONNECTIVITY AND SOFTWARE

For its portion of the work performed under this Task Order, the MVA will provide the following resources to the TO Contractor in order to complete the requirements and deliverables of this Task Order:

- a. Work space at the MVA headquarters in Glen Burnie
- b. Work surfaces (desks and chairs)
- c. Network shared printers
- d. File servers
- e. Telephones for key positions, as determined by the MVA
- f. State email accounts
- g. Parking accommodations

The MVA will not provide physical computer workstations, except for secure MVA workstations as required. Any equipment that the TO Contractor uses at MVA must undergo scanning for security purposes.

3.8 DELIVERABLES

3.8.1 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.

For every deliverable the TO Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 8, to the TO Manager in MS Word (2010 or greater).

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

A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 3.8.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 3.8.3.

3.8.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 3.8.4 Deliverable Descriptions/Acceptance Criteria.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 8). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 3.10 Invoicing.

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

At the TO Manager's discretion, subsequent project tasks may not continue until deliverable deficiencies 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.

3.8.3 MINIMUM DELIVERABLE QUALITY

The TO Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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

3.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

MVA deliverables include:

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.8.4.1	Integrated Project Schedule	Microsoft Project schedule demonstrating tasks, task estimates, resource assignments, and dependencies for both MVA and TO Contractor Personnel, with tasks no less than 8 hours and no greater than 80 hours.	Initial Delivery: NTP + 30 Calendar Days (CD) Updates: Bi-Weekly

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.8.4.2	Monthly Status Report and Work Logs	Microsoft Excel document for approval by the TO Manager identifying: name, date, reporting period, and detailed activities that are traceable to the TO Contractor Requirements & Deliverables. Document shall include tasks accomplished in the current month, planned for following month, and risks & issues.	Delivered no later than the fifth day of the new month detailing work for the previous month.
3.8.4.3	WebFOCUS v7 & v8 software design and technical documentation.	Format to be agreed upon by the TO Manager and TO Contractor at the time of the request.	As determined by the TO Manager.

3.9 WORK ORDER PROCESS

- A) Additional services will be provided via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in **Attachment 1**. The TO Manager shall e-mail a Work Order Request (See Attachment 16) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
- 1) Technical requirements and description of the service or resources needed
 - 2) Performance objectives and/or deliverables, as applicable
 - 3) Due date and time for submitting a response to the request
 - 4) Required place(s) where work must be performed
 - 5) Any additional security requirements
- B) 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 price to complete the Work Order Request using the format provided in Attachment 16;
 - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1;
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.

- C) For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- D) The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
- E) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.
- F) Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.

3.10 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.

Proper invoices for payment shall be submitted to the TO Manager for payment approval as described below. Invoices shall be submitted monthly.

3.10.1 INVOICE SUBMISSION PROCEDURE

- A) Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "MVA" as the recipient, date of invoice, TO Agreement number, invoiced item description, invoiced item number (e.g., "2.7.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.
 - 1) To be considered a proper T&M invoice (for Task Order requirements and for T&M Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed DPAF for each deliverable being invoiced and signed timesheet as described in 3.10.3. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the TO Manager.
 - 2) To be considered a proper Fixed Price invoice (for fixed price Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed DPAF (Attachment 8) for each deliverable invoiced. Payment will only be made upon completion and acceptance of the deliverables as defined in CATS+ Master Contract RFP Section 2.7.
- C) The TO Contractor shall e-mail the original of each invoice and signed notice(s) of acceptance to MVAAPInvoices@MDOTMVA.state.md.us with a copy to the TO Manager.
- D) 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.

3.10.2 For the purposes of this Task Order an amount will not be deemed due and payable if:

- A) The amount invoiced is inconsistent with the Task Order Agreement.
- B) The proper invoice has not been received by the party or office specified in the Task Order Agreement.
- C) The invoice or performance under the task order is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order Agreement
- D) The item or services have not been accepted.
- E) The quantity of items delivered is less than the quantity ordered.
- F) The items or services do not meet the quality requirements of the Task Order.
- G) If the Task Order provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement.
- H) If the Task Order provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- I) The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the task order concerning performance under the Task Order Agreement and compliance with its provisions.

3.10.3 TIME SHEET SUBMISSION AND ACCEPTANCE

Time sheets shall be submitted prior to invoicing to the TO Manager or as directed in a Work Order. The authorized individual shall sign the timesheet to indicate authorization to invoice.

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

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

- A) Title: "Time Sheet for MVA WEBFOCUS SUPPORT".
- B) Issuing company name, address, and telephone number.
- C) For each employee /resource:
 - a) Employee / resource name
 - b) For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1st through 15th and 16th through last day of the month.
 - (1) Tasks completed that week and the associated deliverable names and ID#s
 - (2) Number of hours worked each day
 - (3) Total number of hours worked that Period
 - (4) Weekly variance above or below 40 hours
 - (5) Annual number of hours planned under the TO
 - (6) Annual number of hours worked to date
 - (7) Balance of hours remaining
 - (8) Annual variance to date (Sum of periodic variances)
- D) Signature and date lines for the TO Manager

3.11 INSURANCE

Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels.

The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.

3.12 SECURITY REQUIREMENTS

The TO Contractor will be required to follow all security protocols including but not limited to those from MVA and State of Maryland. Additional security requirements may be identified in a Work Order.

TO Contractor is expected to comply with the following State and federal legislation, including but not limited to:

1. Driver's Privacy Protection Act of 1994 (DPPA)
2. Health Insurance Portability Accountability Act of 1996 (HIPAA)
3. The Privacy Act of 1974, 5 U S C § 552 a, Public Law No 93-579,
4. Federal Information Security Management Act of 2002 (FISMA),
5. Maryland State Gov't Code such as Ann §§10-1301 – 10-1308 (protection of personal information) and other Maryland law pertaining to security and safeguarding.

At a minimum, the TO Contractor is expected to comply with security requirements and safeguard requirements of the following agencies / entities:

1. Maryland Department of Transportation (MDOT)
2. MDOT Office of Transportation Technology Services (OTTS)
3. MVA Motor Vehicle Administration Office of Information Resources (MVA/OIR)
4. Maryland Department of Information Technology (DOIT)
5. National Institute of Standards and Technology (NIST)
6. PCI Security Standards including:
 - PCI Data Security Standard (DSS)
 - PIN Transaction Security (PTS)
 - Payment Application Data Security Standard (PA-DSS)

TO Contractor shall comply with all applicable State security policies and adhere to all legal, statutory, and regulatory requirements, as determined by Maryland leadership including, but not limited to:

1. MVA Incident Reporting Policy or MVA Breach of Security Protocol,
2. MVA Record Disposition / Destruction Security Controls,
3. MVA Third Party Data Security Controls.

TO Contractor shall immediately notify the State of Maryland upon learning of any suspected or actual unauthorized use or disclosure of protected data and information that falls under MDOT and MVA Security policies and/or breach of system or data security. TO Contractor shall work with the State of Maryland to mitigate any breach and provide assurances to the State of Maryland on corrective actions to prevent future unauthorized uses or disclosures. If there is a breach of system or data security, TO Contractor shall undertake such additional safeguards or changes as recommended by a subsequent independent security audit at the TO Contractor's expense.

Note to Offerors: If you follow a more stringent standard(s) than those specified in this TORFP, map the standard you follow to NIST to show how you comply with those requirements.

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SECTION 4 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

4.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and 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 the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

4.2 SUBMISSION

4.2.1 E-MAIL SUBMISSION

- A. All TO Proposal e-mails shall be sent with password protection.
- B. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master TO Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.
- C. The State has established the following procedure to restrict access to TO Proposals received electronically: all TO Technical and TO Financial Proposals must be password protected, and the password for the TO Technical Proposal must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to MDOT TSO TO Procurement Officer upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.
- D. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.
- E. TO Proposals submitted via e-mail must not exceed 7 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- F. The e-mail submission subject line shall state the TORFP J00B6400012 and either "Technical" or "Financial."
- G. TO Technical Proposal consisting of:
 - 1) TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
 - 2) the TO Technical Proposal in searchable Adobe PDF format,
 - 3) a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 4.8**), and
- H. TO Financial Proposal consisting of:

- 1) TO Financial Proposal and all supporting material in Adobe PDF format,
- 2) the TO Financial Proposal in searchable Adobe PDF format,
- 3) a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 4.8**).

4.2.2 PAPER SUBMISSION

The MVA strongly desires TO Proposal submissions in e-mail format. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

4.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following signed attachments shall be included with the TO Technical Proposal in PDF format (for e-mail delivery).

- A. Attachment 4 – Conflict of Interest Affidavit and Disclosure
- B. Attachment 5 – Personnel Resume (one for each Key Personnel labor category.)
- C. Attachment 12 – Living Wage Affidavit of Agreement
- D. Attachment 15 - Certification Regarding Investments in Iran
- E. Attachment 18 – MVA Privacy Protection Policy

The following attachments shall be included with the TO Financial Proposal with password protection (if e-mailed):

- A. Attachment 1 Price Sheet – Signed PDF

4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

4.4.1 TO TECHNICAL PROPOSAL

Important: A TO Technical Proposal shall include NO pricing information.

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 3) and proposed solution.
- 2) Proposed Services: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and services. The proposed services shall be organized to exactly match the requirements outlined in Section 3. Proposed Services shall include a description how the TO Contractor intends to fulfill the requirements of this TORFP, by identifying the type of personnel to be utilized, by describing how the work will be managed, and how the TO Contractor would support limited time on the Task Order for certain personnel. Offerors to describe experience with agile and waterfall methodologies, shall describe how the TO Contractor will approach master data management, and provide project management and architecture skills.
- 3) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.

- 4) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 3.
- B) Proposed Personnel and TORFP Staffing
- Offeror shall propose exactly two (2) Key Personnel in response to this TORFP.
- 1) Complete and provide for each proposed resource Attachment 5 Personnel Resume Form.
 - 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.1.2 Offeror's Personnel Minimum Qualifications. Also, provide copies of any current professional license and certifications.
 - 3) Provide three (3) references per proposed Key Personnel containing the information listed in Attachment 5.
 - 4) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
 - 5) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role.
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP and how they will be used. These labor categories can be included in the Offeror team organization chart.
 - d) Description of approach for quickly substituting qualified personnel after start of TO, including training new personnel.
- C) MBE, SBE Participation and VSBE Participation
- The Offeror must be an SBE.
- D) Subcontractors
- Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 3 - Scope of Work.
- E) Overall Offeror team organizational chart
- Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.
- F) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide up to three examples of engagements or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 3 - Scope of Work. Include up to three examples describing the Offeror's prior experience and competency with migrating data into an enterprise master data model. Include contact information for each client organization complete with the following:
 - a) Name of organization.

- b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 3 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

G) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Master 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.

Offeror shall furnish a list that identifies each section of the TO Technical Proposal where, in the Offeror's opinion, the Offeror's response should not be disclosed by the State under the Public Information Act.

4.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);
- B) Attachment 1– Price Sheet, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the price proposal.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

Note: Failure to specify a CATS+ labor category in the completed Price Sheet for each proposed resource will make the TO proposal non-responsive to this TORFP.

- D) Prices shall be valid for 120 days.

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SECTION 5 - TASK ORDER AWARD PROCESS

5.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 4.

5.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Information gathered through the Oral Presentation and/or Interviews is considered part of the Technical evaluation. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal:
- B) The capability, experience and qualifications of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 3. Capability, experience and qualifications will be determined from each proposed individual's resume, reference checks, oral presentation, and two Key Personnel interviews during orals (See Section 1.5 Oral Presentations/Interviews).
- C) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 3. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 4.4.
- D) Offeror's ability to staff the TO Agreement according to the needs of the MVA, including the staffing plan and the Offeror's ability to onboard staff, ability to retain knowledge during transitions, and provide training for secondary personnel to ensure continuity of operations.

5.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 4.4.1 TO Technical Proposal.
- B) For all TO Proposals deemed technically qualified, Oral Presentations will be performed.
- C) The TO Procurement Officer will notify the Offeror at time of scheduling initial interviews/oral presentations whether subsequent rounds of interviews/oral presentations are required.
- D) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- E) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- F) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.

G) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

5.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon:

- a. Issuance of a fully executed TO Agreement,
- b. Non-Disclosure Agreement (TO Contractor),
- c. Purchase Order,
- d. Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample), and
- e. Completion of Attachment 17 - Criminal Background Check Affidavit

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal* (Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal with password protection
Attachment 2	MDOT Minority Business Enterprise Forms	Not Applicable	N/A
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Submit prior to Pre-Proposal Meeting
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 9	Non-Disclosure Agreement (Offeror)	Not Applicable	N/A
Attachment 10	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 11	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 12	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 13	Mercury Affidavit	Not Applicable	N/A
Attachment 14	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 15	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 16	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 17	Criminal Background Check Affidavit	Applicable	Do Not Submit with Proposal
Attachment 18	MVA Privacy Protection Policy	Applicable	Submit with TO Technical Proposal

*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

ATTACHMENT 1 PRICE SHEET

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP #J00B6400012

The total evaluated hours are not to be construed as “guaranteed” hours; the total number of hours is a not-to-exceed estimate only for purposes of price sheet evaluation.

Only allocate hourly rates for proposed team composition. The labor categories can be modified to meet the needs of the TO Contractor proposed Staffing Plan.

A year for this task order shall be calculated as one calendar year from the Effective Date. **Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

#	LABOR CATEGORY	HOURLY LABOR RATES PER Task Order YEAR*				
		Year 1	Year 2	Year 3 (Option)	Year 4 (Option)	Year 5 (Option)
		Offeror Price	Offeror Price	Offeror Price	Offeror Price	Offeror Price
1	*Analyst, Computer Systems (Senior)	\$ -	\$ -	\$ -	\$ -	\$ -
2	*Computer Systems Programmer	\$ -	\$ -	\$ -	\$ -	\$ -
3	Project Manager	\$ -	\$ -	\$ -	\$ -	\$ -
4	Architect, Information Technology (Senior)	\$ -	\$ -	\$ -	\$ -	\$ -
5	Business Process Consultant (Senior)	\$ -	\$ -	\$ -	\$ -	\$ -
6	Change Management Expert/Lead	\$ -	\$ -	\$ -	\$ -	\$ -
7	Database Management Specialist (Senior)	\$ -	\$ -	\$ -	\$ -	\$ -
8	Planner, Information Technology (Senior)	\$ -	\$ -	\$ -	\$ -	\$ -
9	Systems	\$ -	\$ -	\$ -	\$ -	\$ -

	Engineer (Senior)	-	-			
10	Subject Matter Expert	\$ -	\$ -	\$ -	\$ -	\$ -
11	Technical Writer/Editor	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
	Offerors to Insert any additional recommended CATS+ labor categories above this line	\$ -	\$ -	\$ -	\$ -	\$ -

Average Yearly Rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
----------------------------	------	------	------	------	------	------

	Average Rate All Task Order Years	Total Evaluated Hours	Total Evaluated Price
Evaluated Labor Price	\$ -	30,000	\$ -

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

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. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement. All pricing shall be valid for 120 days.

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

The Minority Business Enterprise (MBE) subcontractor participation goal for this solicitation is 0%.

ATTACHMENT 3 ORDER AGREEMENT
CATS+ TORFP #J00B6400012 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20__ by and between _____ (TO Contractor) and the STATE OF MARYLAND, Maryland Department Of Transportation Motor Vehicles Administration (MDOT MVA).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means Motor Vehicles Administration, as identified in the CATS+ TORFP #J00B6400012.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals #J00B6400012, dated November 6, 2017, including any addenda and amendments.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated as of its dated date.
 - d) “TO Procurement Officer” means Joy Abrams. The Agency may change the TO Procurement Officer at any time by written notice.
 - e) “TO Agreement” means this signed TO Agreement between MVA and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means Kameel Hall. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP
 - c) Exhibit B – TO Technical Proposal

d) Exhibit C – TO Financial Proposal

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.
3. Time for Performance
- Unless terminated earlier as provided in the Master Contract, the TO Contractor shall commence as of the "Effective Date" and expire on the second (2nd) anniversary thereof. At the sole option of the State, this TO Agreement may be extended for three (3) one-year option periods for a total TO Agreement period ending on Month, Day, Year.
4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the 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 3 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, MDOT MVA

By: Michael F. Haifley, Deputy Director
Office of Procurement

Date

Witness: _____

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

Assistant Attorney General

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 sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain 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)

**ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(INSTRUCTIONS)**

- 1) For this TORFP,
 - a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - b) Master Contractors shall propose the resource that best fits the specified CATS+ Labor Category. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - c) A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - i) Failure to follow these instructions.
 - ii) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - iii) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
 - iv) A resource proposed in response to this TORFP is not available as of TO award.
 - d) Complete and sign the **Personnel Resume Form** (Attachment 5) for each resource proposed. Alternate resume formats are not allowed.
 - i) The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.

ATTACHMENT 5 – PERSONNEL RESUME FORM (1 of 2)
CATS+ TORFP #J00B6400012

Instructions: Submit one resume form for each resource proposed. Do not submit other resume formats. Fill out each box as instructed. Failure to follow the instructions on the instructions page and in TORFP may result in the TO Proposal being considered not susceptible for award.

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Job Title (As listed in TORFP):	Analyst, Computer Systems (Senior)

Education / Training (start with most recent degree / certificate)

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

Relevant Work Experience*

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 3 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use [Employment History below for full employment history](#). Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

*Fill out each box. Do not enter “see resume” as a response.

A) References for Proposed Resource (if requested in the TORFP)

List persons the State may contact as employment references. Add lines as needed.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>
Contact Name:	<insert contact>
Contact Phone:	<insert phone>

Contact e-mail: <insert e-mail>
Details: <insert details>

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

Signature Date

Proposed Individual:

Signature Date

Instruction: Sign each form.

ATTACHMENT 5 – PERSONNEL RESUME FORM (2 of 2)
CATS+ TORFP #J00B6400012

Instructions: Submit one resume form for each resource proposed. Do not submit other resume formats. Fill out each box as instructed. Failure to follow the instructions on the instructions page and in TORFP may result in the TO Proposal being considered not susceptible for award.

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Job Title (As listed in TORFP):	Computer Systems Programmer

Education / Training (start with most recent degree / certificate)

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

Relevant Work Experience*

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 3 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use [Employment History below for full employment history](#). Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

*Fill out each box. Do not enter “see resume” as a response.

B) References for Proposed Resource (if requested in the TORFP)

List persons the State may contact as employment references. Add lines as needed.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>
Contact Name:	<insert contact>
Contact Phone:	<insert phone>

Contact e-mail: <insert e-mail>
Details: <insert details>

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

Signature Date

Proposed Individual:

Signature Date

Instruction: Sign each form.

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

Driving directions for: **MDOT Headquarters**
 7201 Corporate Center Drive
 Hanover, Maryland 21076

Due to Space Limitations and the potential for a large number of TO Contractors attending, please limit attendance to one (1) person from each prime interested in submitting a proposal.

From the South

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Stoney Run. Take the ramp that veers to the right. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

From the North

From I-95 or BW Parkway take I-195 to MD 170 South to Stoney Run. Turn left at the light. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

MARC Train Service

Ride the Marc Penn Line Train from both the South and North and exit at the BWI Marc Train Station. When you exit the train follow directions to the crossover (tracks) and you will find an exit door on the second floor leading to a pedestrian bridge. This pedestrian bridge will carry you (1600 ft.) to MDOT

Light Rail Service

Ride the light rail from the North to the BWI Airport Station. There is shuttle service from the BWI Airport to BWI Marc Train Station. Take the crossover (tracks) and on the second floor there is an exit to the Pedestrian Bridge for MDOT. This pedestrian bridge will carry you (1600 ft.) to MDOT

PRE-PROPOSAL CONFERENCE SPECIFIC ATTENDANCE INFORMATION

FRIDAY, NOVEMBER 17, 2017, AT 1:00 PM
7201 CORPORATE CENTER DRIVE,
HANOVER, MD 21076
Harry Hughes Conference Room # 3, Ground Floor

- **This Pre-Proposal Conference will address the procurement, review TORFP documents, and give Companies a chance to ask questions.**
- **You are asked to bring a copy of the complete TORFP and a Business Card to help facilitate the sign-in process.**
- **NOTE: Due to our new building security policy, all MDOT visitors must provide a valid driver’s license in order to gain access to the building.**
- **RSVP by: Wednesday, November 15, 2017, 2:00 p.m. local time**
- **Pre-Registration must is required.**
- **Invitations are extended to your colleagues and business partners of you company (limit one (1) guest per company).**
- **Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend.**

REGISTRATION FORM

Please complete the information below for all persons who plan to attend and email it to jabrams@mdot.state.md.us.

Name:	
Title:	
Company:	
Address:	
Email:	
Phone:	

NOTE:

DUE TO OUR NEW BUILDING SECURITY POLICY, ALL NON_STATE OF MARYLAND EMPLOYEES MUST PROVIDE A VALID DRIVER’S LICENSE NUMBER IN ORDER TO GAIN ACCESS TO THE BUILDING.

In order to assure adequate seating and other accommodations at the pre-proposal conference please complete and return the attached Registration Form (See above) **no later than Wednesday, November 15, 2017, 2:00 pm Local Time.** You may email your completed form to jabrams@mdot.state.md.us

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): J00B6400012

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Ms. Kameel Hall of Motor Vehicles Administration (MVA) will serve as the TO Manager and your contact person on this Task Order. She can be reached at telephone 410-768-7188.

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

Sincerely,

Joy Abrams, Task Order Procurement Officer

Enclosures (2)

cc: Kameel Hall, Task Order Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: MDOT, Motor Vehicle Administration

Solicitation Title: WEBFOCUS Support Task Order

TO Manager: Kameel R. Hall, 410-768-7188, khall3@mva.maryland.gov

To: TO Contractor Name

The following deliverable, as required by Solicitation Number (TORFP #): J00B6400012 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP 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

ATTACHMENT 9 NON-DISCLOSURE AGREEMENT (OFFEROR)

This Attachment Not Required for this TORFP

ATTACHMENT 10 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, Motor Vehicle Administration, MDOT-MVA, (the “MVA”), 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 MVA BUSINESS INTELLIGENCE (BI) BUSINESS PROCESS REENGINEERING (BPR) TORFP No. J00B6400012 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the MVA, 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. 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 means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. 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 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 MVA, all Confidential Information in its care, custody, control or possession upon request of the MVA 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 Master Contract Agreement between the TO Contractor and the State.
- 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
- 9. TO Contractor and each of the TO Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
- 10. The parties further agree that:
 - a) This Agreement shall be governed by the laws of the State of Maryland;
 - b) The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c) The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e) Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f) The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor’s Personnel:

Motor Vehicle Administration:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)
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 11 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@maryland.gov 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 <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (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 2-4A, 2-4B, and 2-5 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (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 subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))
Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (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 <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
B) Does the change management procedure include the following? Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)
D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 12 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 and Date: _____

ATTACHMENT 13 MERCURY AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 14 VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)
FOR STATE OF MARYLAND**

The VSBE participation goal for this solicitation is 0%.

ATTACHMENT 15 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:

- A. Providing goods or services of at least \$20 million in the energy sector of Iran; or
- B. 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: _____

ATTAVCHMENT 16
 SAMPLE WORK ORDER

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

ATTACHMENT 17 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

I hereby affirm that _____ (Master Contractor) _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A.

I hereby affirm that the _____ (Master Contractor) _____ has provided Motor Vehicles Administration with a summary of the security clearance results for all of the candidates that will be working on Task Order MVA WEBFOCUS STAFF SUPPORT #J00B6400012 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date

Submit prior to commencement of work

ATTACHMENT 18 MVA 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 _____, (**Contractor**) as its authorized agent this _____ day of _____, 20____, that

1. **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. _____ (**Contractor name**) 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, _____ (**Contractor name**) warrants that the signature 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, _____ (**Contractor name**) 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. _____ (**Contractor name**) 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. _____ (**Contractor name**) 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. _____ (**Contractor name**) 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 _____ (**Contractor name**) with respect to laws restricting access to and disclosure of vehicle records including, without limitation, reasonable attorney’s 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: _____

CONTRACTOR:

By: _____

Date: _____

Witness:

Date: _____

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

By: _____

Date: _____