



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

3rd Generation Kiosk for MVA

CATS TORFP PROJECT NUMBER J00P7200064

**Maryland Department of Transportation
Motor Vehicle Administration
Procurement & Contracts**

ISSUE DATE: May 10, 2007

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. **All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not.** The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

Although information from the Contractors must be sent to concurrent individuals as stated in this Key Information Summary sheet, all correspondence from MDOT to the Contractors shall be sent only by the MDOT Contracts Manager or designee. Also, all original proposals submitted by the Contractors shall be emailed to the MDOT Contracts Administrator and copies emailed to all other individuals listed in this Key Information Summary Sheet.

TORFP NAME:	3 rd Generation Kiosk for MVA
FUNCTIONAL AREA:	Functional Area #5 - Software Engineering
TORFP ISSUE DATE:	May 10, 2007
Closing Date and Time:	July 12, 2007 at 12:00 pm
TORFP Issuing Office:	Maryland Department of Transportation (MDOT) Motor Vehicle Administration (MVA) Procurement & Contracts
Questions and Proposals are to be sent to: Questions should be submitted no later than 10 working days prior to TORFP Closing Date!	Motor Vehicle Administration (MVA) OIR Building, Room 309 6601 Ritchie Highway, N.E. Glen Burnie, MD 21062 Attention: Mr. Angelo (Andy) Perseghin Email Address: aperseghin@mdot.state.md.us MDOT Contracts Manager-Peter Arrey Email Address: parrey@mdot.state.md.us Telephone Number: (410) 865-1372 MDOT Contracts Administrator: Carl Stein Email Address: cstein@mdot.state.md.us Telephone Number: (410) 865-1315
TO Procurement Officer:	Mr. Angleo (Andy) Perseghin Office Phone: (410) 768-7252 Fax: (410) 768-7051 E-mail: aperseghin@mdot.state.md.us
TO Manager:	Brian Schade Office Phone: (410) 768-7290 Fax: (410) 768-7159 E-mail: bschade@mdot.state.md.us
Project Number:	J00P7200064
TO Type:	Fixed Price + T&M
Period of Performance:	Fixed Price - One (1) year Maintenance - Two (2) years + One (1) year optional

MBE Goal:	30 %
Primary Place of Performance:	MVA (Glen Burnie) and TBD Branches (MD)
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	N/A
TO Pre-Proposal Conference:	May 31, 2007 1:00 PM MDOT Headquarters

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.7 for information on change orders.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by MVA's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J00P7200064. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #J00P7200064 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #J00P7200064 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.5 CONFLICT OF INTEREST

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

21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Master Contractors to review at a reading room at 6601 Ritchie Highway, N.E., Glen Burnie MD 21062, Maryland. Master Contractors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the Master Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 11.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, BACKGROUND, AND OBJECTIVES

2.1.1 Purpose

This document provides the Master Contractors with the information and requirements needed to propose a new program for the 3rd Generation Kiosk. MVA's overall goal for the new generation of kiosks is to minimize customer wait time by offering alternative service delivery options.

2.1.2 Project Background

The MVA currently has eleven (11) of the KT-125 kiosk units in operation throughout Maryland. The kiosks were installed in April 2001 and are now due for replacement. The following products are available currently on these existing kiosks:

- Registration Renewal
- Change-of-Address
- PIN Management
- Replacement Title
- Vehicle Emission Inspection Program (VEIP) Extension
- Duplicate / Additional Registration
- Driving Record Orders

2.2 TECHNICAL REQUIREMENTS

2.2.1 The TO Contractor shall provide and install between forty (40) and fifty four (54) 3rd Generation Kiosks, which includes all hardware and software necessary to provide unattended transaction processing services, as described in this TORFP.

2.2.2 The TO Contractor shall recognize and follow MVA's vision for the program which is to install banks of kiosks at various MVA branches which will require a single MVA attendant. The bank of self-checkout kiosks will enable customers with "clean" transactions to order products such as registration renewals, driving records, replacement titles, and duplicate registrations. Registration renewal stickers, duplicate registration cards, and receipts will be dispensed directly from the kiosk, with all other products fulfilled either by the MVA attendant from a print area that is secured from public access, or by mail. The TO Contactor shall provide the capability for the customer to pay for a transaction with cash, credit card or

check. The TO Contractor shall ensure that all branch located kiosks will be accessible to users during branch operating hours.

- 2.2.3** The TO Contractor shall also provide and install kiosks at designated satellite or off-site locations. The satellite or off-site kiosks shall not have the cash acceptance feature available to customers (See section 2.7 of this TORFP for optional / desirable features). The satellite or off-site located kiosks shall be accessible to users twenty-four (24) hours a day and seven (7) days per week.
- 2.2.4** The TO Contractor shall provide all electrical equipment to operate on regular 120 volt, 60 hertz, AC power and be “UL” or equivalently listed and be certified by a Nationally Recognized Testing Laboratory to be compliant with the FCC regulations.
- 2.2.5** The TO Contractor shall maintain, update and provide any and all documentation during the contract period and any optional extensions. The MVA shall have the right to copy all documentation.
- 2.2.6** Prior to production implementation, the TO Contractor shall deliver to the MVA detailed technical system documentation, detailed system design specifications, descriptions of all proposed kiosk hardware and software, operating instructions, footprints, power and environmental requirements, model numbers, makes, serial numbers, electrical and grounding requirements, temperature and humidity ranges, software components and features, etc.
- 2.2.7** The TO Contractor shall ensure that the system architecture is scalable and designed to easily and inexpensively accommodate changes resulting from MVA business rules and workflows.
- 2.2.8** By submitting a proposal, the Master Contractor warrants that the information technology offered under the proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Master Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent. For purposes of this Master Contract, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: www.dbm.maryland.gov - keyword: **mva**.

2.3.1 General Requirements

- 2.3.1.1** The TO Contractor shall provide a kiosk designed to be of a standalone style and/or be incorporated into the customer counter area.
- 2.3.1.2** The TO Contractor shall provide a full-scale model (i.e. shell) within forty-five (45) days after MVA's approval of the kiosk design and color scheme(s).
- 2.3.1.3** The TO Contractor shall provide kiosks that are self-contained and fully integrated units with housing that is secure and rugged. The TO Contractor shall provide kiosks that do not have items that can be easily grasped or crevices that are subject to dropped or spilled material that will render the kiosk inoperative.
- 2.3.1.4** The TO Contractor shall provide kiosks that are modular and capable of expansion. The Master Contractor shall describe equipment expansion capabilities.
- 2.3.1.5** The TO Contractor shall incorporate in the kiosk's design signage areas on the front of the machine and any proposed housing for MVA related information. The Master Contractor must propose and supply all artwork and proposed signage and housing. MVA will review, make adjustments if necessary, and approve the proposed signage and housing prior to implementation. The TO Contractor shall not bear company names or logos except for that of the Maryland MVA and authorized credit card companies, unless otherwise agreed upon by MVA. The TO Contractor shall not use stickers or decals since they can deteriorate over time.
- 2.3.1.6** All pictures, artist renderings and drawings of the proposed kiosk design and color scheme(s) shall be included with the Master Contractor's proposal.
- 2.3.1.7** The TO Contractor must provide kiosks that have interior storage area(s) for consumable items and documentation. In the proposal, the Master Contractor must describe the available storage capacity available within the kiosks.
- 2.3.1.8** The TO Contractor shall provide a kiosk enclosure that has the appearance of a single integral unit.
- 2.3.1.9** The TO Contractor shall provide each kiosk with the ability to be anchored to the floor and/or wall. The TO Contractor shall ensure that each kiosk can be easily unsecured from the floor or wall by authorized personnel.

- 2.3.1.10** The TO Contractor must ensure that battery-backed alarms with detectors on all openings are implemented where entry might be forced. The TO Contractor shall provide alarms that shall be:
- Triggered by all unauthorized entrances and shall sound a shrill alarm that can be set manually within a range of 1-10 minutes.
 - Activated at the remote location designated by the MVA.
 - Proven not to provide false signaling.
- 2.3.1.11** The TO Contractor shall ensure that the internal components of the kiosks are mounted to allow for ease of service with access to all cables, connectors and consumable items.
- 2.3.1.12** The TO Contractor must provide kiosks that have sealed opening(s) for power & phone lines.
- 2.3.1.13** The TO Contractor shall provide each kiosk with heavy-duty locking mechanisms, hinges, and door mechanisms to resist vandalism and theft attempts.
- 2.3.1.14** The TO Contractor shall provide kiosks with enclosures that control ambient and reflective light, while being resistant to marks and scuffs. The TO Contractor shall also provide kiosks that can be easily cleaned.
- 2.3.1.15** The TO Contractor shall provide kiosks that withstand heavy and continuous use twenty-four (24) hours a day, seven (7) days a week in an unattended environment. The Master Contractor shall include reliability data for the proposed kiosk.
- 2.3.1.16** The TO Contractor shall provide kiosks with adequate ventilation and cooling for the machine's components.
- 2.3.1.17** For any kiosks requiring cash availability, the TO Contractor shall provide the kiosks with secure access to the cash box, separate from access to other internal components.
- 2.3.1.18** The TO Contractor shall include a small ledge in the kiosk's design for customer ergonomics. The ledge may or may not be part of the enclosure. The TO Contractor shall ensure that the ledge is positioned below openings, crevices or equipment that may become damaged or cause damage because of drinks spilling, etc.

2.3.2 Keyboard

- 2.3.2.1** The TO Contractor shall include in each kiosk a keyboard residing within the housing that is inaccessible to the general public, but accessible to maintenance employees.

2.3.3 Monitor / Display Screen

- 2.3.3.1** The TO Contractor shall provide each kiosk with a high resolution color touch screen video display monitors which are capable of displaying high resolution digitized photographs, graphics, and video.
- 2.3.3.2** The TO Contractor shall ensure that the display monitors are flat to eliminate parallax distortion. The TO Contractor shall provide monitors that have been treated in order to minimize reflections and glare.
- 2.3.3.3** The TO Contractor shall provide monitors that are touch screen and a minimum of seventeen (17) inches in size across the diagonal, having an associated graphics control board with video drivers.
- 2.3.3.4** The TO Contractor must utilize a display screen that shall be highly durable and not be vulnerable to surface damage. The TO Contractor shall provide a display screen that is scratch resistant surface that will sustain heavy usage in a public environment.
- 2.3.3.5** The Master Contractor shall submit reliability data on the proposed design of the monitor and provide general and preventive maintenance requirements in the proposal.
- 2.3.3.6** The TO Contractor shall ensure that the touch screen monitor is not of the "overlay" or "membrane" type. If a "surface acoustic" or "capacitive" technology is not utilized, the Master Contractor must provide an explanation of why another technology is being presented.
- 2.3.3.7** The Master Contractor shall provide a picture and details of their proposed monitor in the proposal.

2.3.4 Credit Card and Check Readers

- 2.3.4.1** The TO Contractor shall provide credit card readers that are not swipe type readers. The reader shall not capture the card at any point. The Master Contractor shall provide a picture and details of the proposed credit card readers.
- 2.3.4.2** The TO Contractor shall provide a credit card reader that has the ability to read cards that conform to common International Standards (ISO) and ANSI standards. The TO Contractor shall also provide credit card readers that have proven reliability and that are capable of reading the magnetic stripes on all major credit and debit cards.
- 2.3.4.3** The Master Contractor shall submit reliability data on the proposed card readers and provide general and preventive maintenance requirements with its proposal.
- 2.3.4.4** The Master Contractor must provide a picture and details of the proposed check reader with the proposal.

2.3.5 Memory / Local Storage

- 2.3.5.1** The TO Contractor shall make sure that each kiosk has sufficient capacity to support all software products and databases (graphics, digitized photographs, informational, etc.) proposed. In addition, the TO Contractor shall provide memory and hard disk space that will support future software upgrades, enhancements, and additional kiosk applications. In the proposal, the Master Contractor shall specify the amount of data the hard drive is capable of storing as well as the approximate amount of space available for upgrades.
- 2.3.5.2** The TO Contractor must provide kiosks that have sufficient capacity to store usage statistics for at least one hundred and eighty (180) days.

2.3.6 Power Supply and Accessories

- 2.3.6.1** In each kiosk, the TO Contractor shall provide one (1) Uninterrupted Power Supply (UPS) backup that is line interactive, have LED indicators and an audible alarm to provide visual and audible indicators of the unit's operation, and provide a minimum of fifteen (15) minutes continuous power backup at 120 volt, 60 hertz. In the event of a complete power failure to the kiosk longer than fifteen minutes, the TO Contractor shall provide the kiosks with the ability to return to the application upon restoration of power without the intervention of a system administrator.
- 2.3.6.2** The TO Contractor shall provide a power supply that has a master switch that controls all equipment and is easily accessible to authorized personnel only.
- 2.3.6.3** The TO Contractor shall ensure that each kiosk has adequate surge protection for the proposed hardware and future enhancements and additions.

2.3.7 Barcode Scanner

- 2.3.7.1** The TO Contractor shall make sure that each scanner reliably scans and interprets 2-Dimensional and linear barcodes printed on documents such as vehicle registration cards, driver's licenses, and renewal notices. The Master Contractor shall describe the proposed hardware and software solution to accomplish this requirement as well as provide pictures and a description of how the proposed barcode scanning solution will be integrated within the kiosk housing.

2.3.8 Printers

- 2.3.8.1** The TO Contractor shall provide each kiosk with a reliable receipt printer designed for high volume retail applications.
- 2.3.8.2** In situations where the actual product requested by a customer is not possible without identification, the TO Contractor must provide each kiosk with the capability to print a receipt, which will be used as a temporary authority document, as part of the vehicle and

driver renewal transactions completed through each kiosk. The Master Contractor shall provide pictures and fully describe their proposed printing solution to accomplish this requirement. In addition, the Master Contractor must describe how the proposed printer will be integrated within the kiosk housing.

2.4 Software Requirements

2.4.1 System / Architecture

- 2.4.1.1** The TO Contractor shall work with the MVA to develop a functional design of all proposed software applications prior to development. The TO Contractor shall document the functional design of all software applications and receive the approval of the MVA prior to system development. As part of the functional design, sample screens and graphics shall be prepared. The samples shall include the MVA logo, welcome screens, menu screens, transaction screens, error situations, etc.
- 2.4.1.2** The initial kiosk application to be developed and implemented by the TO Contractor for the MVA shall feature the following services: (The kiosk application shall provide a shopping cart payment process to allow for multiple transactions.)
- **Renew Vehicle Registration** – The TO Contractor shall provide a “Registration Renewal” service that will dispense the registration card and sticker directly from the kiosk as well as dispense a transaction receipt for the customer.
 - **Address Change Requests** - The TO Contractor shall provide a kiosk application, which will provide a “Change of Address” service and will notify the Central Office to mail a Change of Address card to the customer. The TO Contractor shall also ensure that each kiosk dispenses a transaction receipt to the customer and in situations of customers having a PIN setup, this service shall be available without having to mail a Change of Address card.
 - **Request New or Changed PIN** – The TO Contractor shall provide a kiosk application that will allow for “PIN Management” service and notify the Central Office so that the new PIN can be mailed to the customer. The kiosk shall also dispense a transaction receipt to the customer.
 - **Vehicle Emission Inspection Program (VEIP) Extensions (Extend Due Date for Emissions Test)** – The TO Contractor must incorporate a kiosk application that will provide a “VEIP Extension” service and will update the MVA database with the new emissions due date. The TO Contractor must ensure that each kiosk dispenses a transaction receipt to the customer.

- **Duplicate / Additional Registration Cards** – The TO Contractor shall ensure that each kiosk has an application that will provide the “Duplicate/Additional Registration Card” service and dispense the duplicate registration card and transaction receipt directly from the kiosk.
- **Replacement Title** – The TO Contractor shall make sure that the kiosk application provides the “Replacement Title” service and dispenses a transaction receipt to the customer. Since this product is not to be dispensed by the kiosk and is required to be picked up elsewhere, the customer will need to provide appropriate identification in order to receive the replacement title. If the customer does not have the appropriate identification, the title will be mailed to the address of record in the MVA database.
- **Driving Record** – The TO Contractor shall ensure that the kiosk application provides a “Driving Records” service and dispenses a transaction receipt to the customer. The customer will be required to provide the appropriate identification in order to receive the driving record. If the customer does not have the appropriate identification, the driving record will be mailed to the address of record in the MVA database.
- **Background Scene Plates (Chesapeake Bay / Agricultural License Plates)** - The TO Contractor shall include a kiosk application that provides a “Background Scene Plates” service, notifies the Central Office to mail the new license plates to the customer and dispense a transaction receipt to the customer.
- **Customer Satisfaction Survey** – The TO Contractor shall provide a Customer Satisfaction Survey service with a bypass capability.
- **Payment of Title Flags** – The TO Contractor must design a kiosk application that provides the customer with the ability to satisfy their Title Flags in conjunction with renewing their Vehicle Registration and independently from other transactions. The TO Contractor must ensure that the application will dispense a transaction receipt to the customer.
- **Personalized Plates** - The TO Contractor must design a kiosk application that provides the customer with the ability to request personalized license plates. The TO Contractor must ensure that the application will dispense a transaction receipt to the customer.

2.4.1.3 The TO Contractor shall allow for additional applications to be added via Change Order to the kiosk while this contract or its extensions are in effect, at the MVA's option. In the proposal, the Master Contractor must describe the capability for developing future applications and implementing the future applications on the proposed hardware configuration.

- 2.4.1.4** The TO Contractor must provide the kiosks with the capability of producing real-time reports during normal business hours without affecting the system's performance.
- 2.4.1.5** The TO Contractor shall provide the kiosks with the capability of producing various reports, including but not limited to (MVA shall determine specific reporting requirements):
- Auditing Reports
 - Accounting Reports
 - Use and statistical Reports
 - Repair / downtime Reports
- 2.4.1.6** The TO Contractor shall incorporate into the design of the kiosk the ability to log all the dates and times needed to calculate the system's average response time.
- 2.4.1.7** The design of the kiosk dictates that the TO Contractor implement a system capable of immediately notifying the system administrator when data sources such as the MVA mainframe application and the E-Commerce system become unavailable to users.
- 2.4.1.8** The TO Contractor shall provide the kiosks with the capability of interfacing with the following databases in real time:
- MVA mainframe database – The primary system used by MVA employees to save data related to both drivers and vehicles in the State of Maryland.
 - Payment Processing Module – Provides third-party approval of credit card and check payment information.
- 2.4.1.9** The TO Contractor shall provide an application for the kiosk that will allow for a unique identifier of each transaction for audit and control purposes.
- 2.4.1.10** The TO Contractor shall provide a kiosk application capable of detecting logical errors in the data entered by the customer, or in their failure to enter required data.
- 2.4.1.11** The TO Contractor shall submit all multi-media content, graphics, complete screen designs, digitized photographs, printed information, etc. to the MVA for approval prior to implementation.
- 2.4.1.12** The TO Contractor shall design screen images that are tastefully colored to attract attention, while avoiding glare.
- 2.4.1.13** The TO Contractor shall provide a kiosk application that will run on Windows XP operating system.
- 2.4.1.14** In designing the kiosk application, the TO Contractor shall implement touch screen buttons and font sizes large enough to be easily read by the majority of customer.

- 2.4.1.15** The TO Contractor shall provide a kiosk application for navigation, which is prompt, driven, and intuitive to minimize the need for assistance.
- 2.4.1.16** The TO Contractor shall provide kiosk application instructions to the customer, which are clear and to the point, with no large blocks of text.
- 2.4.1.17** The TO Contractor shall provide application screens that will not require scrolling.
- 2.4.1.18** The TO Contractor shall implement a payment module that will communicate directly with the MVA's current TARIS system for tracking, reporting and reconciliation purposes.
- 2.4.1.19** The TO Contractor shall provide each kiosk system with the ability to ascertain when the MVA applications are not available, and activate/deactivate the appropriate modules and associated messages.

2.4.2 Kiosk Web Application

- 2.4.2.1** The TO Contractor shall provide a web application for the kiosk that will be modular in design, allowing easy implementation of additional transaction modules at a later date. The TO Contractor shall ensure that transactions and functions can be easily installed, activated, suspended and managed from a central remote management solution.
- 2.4.2.2** The TO Contractor shall provide the kiosks with an educational demo / screen saver that will be activated when the kiosk is unattended for a specified amount of time, which will be determined at a later date.
- 2.4.2.3** The TO Contractor must provide kiosk web application screens in both English and Spanish languages with the capability of adding additional language support. The TO Contractor will provide MVA with a written certification as to the accuracy of the Spanish conversion.
- 2.4.2.4** The TO Contractor shall provide a kiosk web application that shows a resemblance to the MVA web application. The MVA will provide the needed hardware and software of the MVA web application. The Web application will reside with the MVA web site at MVA Headquarters.
- 2.4.2.5** The TO Contractor shall provide a kiosk web application that will be intuitive, enabling first time users to find the desired information easily and/or complete the desired transaction.
- 2.4.2.6** The TO Contractor shall provide a kiosk application that will prevent transaction duplication in the event of an unexpected power failure or reboot where customers may re-enter transaction information.

2.4.3 Kiosk Multi-Media Presentation Application

- 2.4.3.1** The TO Contractor shall provide a kiosk multi-media (such as audio, video, high resolution graphics and digitized photographs, etc.) presentation application that runs on each kiosk, interfacing with the kiosk web application and all local kiosk hardware components. The Master Contractor shall describe their proposed multi-media solution in detail and describe how the application is initiated (i.e. proximity detector, wait for touch, etc.).
- 2.4.3.2** The design of each kiosk system dictates that the TO Contractor implements a system that engages users in an interactive multi-media dialogue guiding them through all phases of their chosen transaction, and producing a printed document when appropriate. The TO Contractor shall provide the local kiosk multi-media presentation that includes a multi-media attract loop (such as audio, video, high-resolution graphics and digitized photographs, etc.). The TO Contractor shall work with the MVA to develop the contents of this attract loop. The Master Contractor shall describe their proposed multi-media solution in detail. The Master Contractor shall provide all necessary graphics, digitized photographs, audio, video, etc. The TO Contractor will provide the capability for users to control the presentation and interact with each kiosk system by touching the screen with options to cancel or stop the transaction at anytime.
- 2.4.3.3** The TO Contractor shall provide a kiosk multi-media presentation application that would periodically (i.e. daily) retrieve the system date/time from a central source. The Master Contractor shall describe their proposed solution to accomplish this requirement.
- 2.4.3.4** The TO Contractor shall provide a kiosk multi-media presentation that shall notify the customer if the credit/debit card is not readable and allow the customer to enter credit/debit card information via the onscreen keyboard.
- 2.4.3.5** The TO Contractor will ensure that no screen image will be displayed on the kiosk long enough to burn images on the screen or allow customer information to be visible to others.

2.4.4 Customer Interaction Messages

- 2.4.4.1 Transaction processing messages** – The TO Contractor will provide an application that will communicate to the customer via a screen message during “pause points” of the transaction, which will include:
- “Please wait while we retrieve your information”
 - “Please wait while we process your transaction”
- 2.4.4.2 Transaction error messages** – The TO Contractor will implement an application that will communicate to the customer via screen message to the monitor of the station during kiosk malfunctions/errors, which will include:

- “The kiosk printer is experiencing technical difficulties. The attendant will assist you shortly.”
- “The scanner cannot read your barcode. Please try again or utilize the manual data entry option.” After three consecutive failed attempts, the application will prompt the user to, “Please utilize the manual data entry option. Press the help button for assistance.”
- “The scanner cannot read your credit card. Please try again or utilize the manual data entry option.” After three consecutive failed attempts, the application will prompt the user to, “Please utilize the manual data entry option. Press the help button for assistance.”
- “The scanner cannot read your check number. Please try again or utilize the manual data entry option.” After three consecutive failed attempts, the application will prompt the user to, “Please utilize the manual data entry option. Press the help button for assistance.”
- “The cash acceptor cannot accept your payment. Please try again.” After three consecutive failed attempts, the application will then prompt the user to, “Please press the help button for assistance.”
- “The kiosk is experiencing technical difficulties. An attendant will assist you shortly.”

2.4.4.3 Customer prompt messages – The TO Contractor shall provide an application for the kiosk that will prompt the customer via screen messages during key steps of the transaction, which will include:

- “Please insert/take your check”
- “Please insert your credit card”
- “Please insert cash”
- “Please take your change”
- “Please take your receipt”
- “Please take your receipt to the counter to pick up your title”
- “Please take your receipt to the counter to pick up your driving record”
- “Please take your registration card”

For any prompts concerning titles and driving records, “with proper identification” shall be added to the message.

2.4.5 State-of-Health and Remote Management

2.4.5.1 The TO Contractor shall provide each kiosk with the capability to monitor its own state-of-health and identify any component failures. The TO Contractor shall specify which faults will be reported and the method of handling the alert. The TO Contractor shall identify how component failures are handled locally (i.e. which ones will allow the system to continue operation and which ones will not).

- 2.4.5.2** The TO Contractor shall deliver each kiosk with remote management capabilities for monitoring, diagnostics, error resolution, software problem assistance, application and software updates and upgrades, rebooting and controlling the remote Kiosk's from a central location. The TO Contractor will provide to each individual that will be using this facility an established logon ID to connect to this environment. The Master Contractor must propose and describe their solution for accomplishing this requirement.
- 2.4.5.3** Each kiosk provided by the TO Contractor shall feature the proposed central monitoring solution that will report kiosk availability, status, and state-of-health (including system errors such as paper jams, printer out of order, door open, out of stock, out of toner, power off, touch screen failure, low paper, low ribbon, out of ribbon etc.). The TO Contractor provide each kiosk with the capability of reporting this information, along with current operational status to the proposed central monitoring solution at regular intervals. The TO Contractor provide the central monitoring solution that includes a method of issuing state-of-health alerts and system problems via e-mail to the appropriate individuals (i.e. MVA support personnel, TO Contractor maintenance support personnel, mainframe support personnel at the kiosk location reporting the problem, etc.) based on the problem kiosk's location. In addition, The TO Contractor shall provide the kiosks with the capability to report status and state-of-health information. The Master Contractor shall propose a controlled access method for maintenance functions at each kiosk. The Master Contractor shall describe their proposed solution for accomplishing this requirement.
- 2.4.5.4** The TO Contractor shall provide each kiosk with the capability to recognize a low quantity threshold for each consumable supply and generate an alert to the central kiosk monitoring station.

2.4.6 Software Provisions

- 2.4.6.1 Software Upgrades** - The TO Contractor provide MVA with any and all upgrades that become available during the term of the contract. The maximum charge for upgrades shall not exceed the total difference between the cost of the MVA's current version and the price the TO Contractor sells or licenses the upgraded software under similar circumstances.
- 2.4.6.2 Third Party Acquisition of Software** - The TO Contractor shall notify the MVA in writing if its intellectual property, associated business, or all of its assets that are acquired by a third party. The TO Contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to the completion of the acquisition, the TO Contractor shall obtain, for the MVA's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
- 2.4.6.3 Title of Software** - By submitting a proposal, the Master Contractor represents and warrants that it is the sole owner of the software or, if not the owner, has received all legally required authorizations from the owner to license the software, as well as the full power to grant the rights required by this solicitation. Neither the software nor its

use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

- 2.4.6.4 Term of Software License** - Unless otherwise agreed to in writing among the parties, all licenses granted under this Contract shall be purchased on a non-exclusive, irrevocable perpetual license basis and shall commence upon the acceptance of the system. However, the MVA reserves the right to terminate the license at any time. All licenses granted to the MVA are for use of the Software Products at any of the MVA's computing facilities, on any equipment, by any number of users, and for any purposes for which it is acquired. The MVA further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred. This license is perpetual and in no event shall the TO Contractor's remedies for any breach of this Contract include the right to terminate any license or support services hereunder. There shall be no relocation charge to the MVA in the event of the transfer of licensed Software Product(s) to another location and the licensed Software Product(s) is to be discontinued at the old location.
- 2.4.6.5 MVA's Right's To Computer Software** - The MVA's right to use computer software developed entirely at private expense may be limited by the TO Contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the MVA shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes shall the primary system become unavailable, malfunctions, or is otherwise rendered inoperable; use of the software at another MVA site shall the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at the MVA's risk; and the right to reproduce any and all documentation provided. Such reproduction is for the sole use of the MVA. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the MVA, the TO Contractor's sole remedy shall be to pursue a monetary claim in accordance with Maryland Code. Nothing contained herein shall be construed to restrict or limit the MVA's rights to use any technical data in which the MVA may already possess or acquire under proper authorization from other sources.
- 2.4.6.6 Software Modification by MVA** - The TO Contractor shall provide a mechanism for the MVA to make modifications to the kiosk web application independently of the TO Contractor (i.e. screen changes, system controls, operational parameters, system tables, etc.), and shall describe what controls and software are in place to facilitate the change. The Master Contractor shall specify and describe what changes can and cannot be made by the MVA. The Master Contractor shall provide a detailed narrative that fully describes their proposed hardware and software approach for meeting all requirements. The proposed approach must allow these software modifications to be made from a centralized location at MVA Headquarters.
- 2.4.6.7 Software Modifications By the TO Contractor and Release Management** – For MVA initiated modifications to the software, the TO Contractor shall provide timely cost estimates. The TO Contractor shall commit to a reasonable delivery date for

enhancements, as mutually agreed upon, when MVA determines to proceed with the change.

- The TO Contractor shall prepare software releases and stage at the MVA for validation in a test environment. The MVA will perform testing for authorization to proceed. The MVA will have the ability to manage the distribution of these releases to the multiple sites that are networked using the vendor proposed and supplied network and software distribution tools, while the TO Contractor retains the responsibility for putting the change into production at all sites. The Master Contractor shall propose, provide, and fully describe their solution for updating all sites with any new software releases.
- The Master Contractor shall propose an automated solution and detailed plan for managing and maintaining software modifications. To support this requirement, the TO Contractor shall propose and provide a central software management station. The TO Contractor shall provide for the central software management station, as well as each kiosk system to maintain an audit record of all application software changes which must include at a minimum the following:
 - Version number.
 - A description of the change.
 - How change was initiated (user requested or system support requirement).
 - Person requesting change.
 - Person responsible for the change.
 - Date and time of the change.

2.5 Kiosk Operational Statistics and Reporting

2.5.1 The Master Contractor shall propose, provide, and fully describe a solution for centrally collecting, storing, and reporting kiosk usage/performance statistics. The proposed solution must include:

- 2.5.1.1** How and where the data will be collected.
- 2.5.1.2** How and where the data will be stored.
- 2.5.1.3** How the data will be protected.
- 2.5.1.4** How to recover from lost, missing, and uncollected data.
- 2.5.1.5** How the collected information will be reported on a regular basis (i.e. daily, weekly, monthly, semi-annually, yearly, etc.) as well as on an ADHOC basis.

2.5.2 For each kiosk location, the TO Contractor shall provide for the collecting of the following usage/performance statistics at a minimum:

2.5.2.1 Amount of time the kiosk is operational on a daily basis.

2.5.2.2 Individual session information for each user recording at a minimum:

- Transactions performed by type.
- Date and time of day.
- Length of session.
- Language used.
- Credit card used.
- System errors encountered.
- Component failures encountered (i.e. credit card reader, printer, barcode scanner, etc.)
- Session results such as:
 - Aborted/User Cancelled and where (i.e. screen)
 - Timed Out and where (i.e. screen)
 - Completed Successfully/Transaction(s) Processed
 - Completed unsuccessfully and why (i.e. incorrect credit card, rejected credit card, ineligible, wrong PIN, keyed information does not match, etc.)

2.5.2.3 The Master Contractor shall propose a variety of standard statistical reports, sorted by transaction type, within date, within kiosk location, and within district. The standard statistical reports shall be finalized during the detail design phase of the project.

Types of standard reports to be developed include, but are not limited to:

- Detailed session statistics and summaries describing session results.
- Detailed transaction statistics and summaries.
- Cancellations by screen.
- Transaction counts by credit/debit card type.
- System errors and summary.
- Component failures and summary.
- Time of day statistics and usage trends.

2.5.2.4 The Master Contractor shall propose and provide a solution for producing ADHOC reports.

2.6 Security Requirements

2.6.1 The TO Contractor shall provide the kiosk with network and system access controls.

- 2.6.2** The TO Contractor must incorporate into the kiosk design audible and electronic security alerts to notify staff when the kiosk is being tampered with.
- 2.6.3** The TO Contractor shall provide the kiosks to not display credit card numbers in full at any time.
- 2.6.4** The TO Contractor shall incorporate into the kiosk design an automatic time-out function in order to protect customers who have not responded to the kiosk prompts for a specified amount of time (time to be determined by MVA).
- 2.6.5** The TO Contractor must provide the kiosk system to treat all data as sensitive, and appropriate technologies will be employed to ensure confidentiality and integrity of the data.
- 2.6.6** The TO Contractor will implement the kiosk system to administer back-end user access, including the granting of specified levels of access to authorized users and/or user groups.
- 2.6.7** The TO Contractor shall implement the system to employ a “three strikes” rule for backend user login, where the user account is locked or suspended after the third unsuccessful login attempt.
- 2.6.8** The TO Contractor shall provide a system that allows for a supervisory override capability so that a backend user’s access can be re-established if they forget their password, or some other anomaly prevents the user from logging on.
- 2.6.9** The TO Contractor shall provide a kiosk system that implements field-level and document-level security for all data under its control, such that any data in fields defined as secure, or documents or reports containing such data, will not be released or otherwise made available to unauthorized entities.
- 2.6.10** The system implemented by the TO Contractor shall enable all network connections to external systems and clients outside the MVA firewall to be controlled in accordance with the State’s security standards.
- 2.6.11** The TO Contractor shall implement a kiosk system that will adhere to all security standards set forth by the State of Maryland, Maryland Department of Transportation (MDOT) and the MVA, including the following:
- Statewide [Information Technology Security Policy and Standards](http://www.dbm.maryland.gov/dbm_publishing/public_content/dbm_taxonomy/security/prevention/itsecuritypoliciesjuly2003.pdf) (http://www.dbm.maryland.gov/dbm_publishing/public_content/dbm_taxonomy/security/prevention/itsecuritypoliciesjuly2003.pdf)
 - IT security standards of MDOT and OIR.
- 2.6.12** The TO Contractor shall design a system that will provide multiple security profiles. At a minimum, these profiles shall include:
- System administrator – This individual has the overall responsibility of the operation and maintenance of the central scheduling system.

- Business administrator – This individual monitors the use of the system by MVA units and assists planners in establishing and defining an event or service, if needed.
- Planner – This individual is responsible for setting the rules for an activity and will usually be the contact person. Each activity must have only one assigned planner.
- Management – The individual(s) assigned to this role are authorized to perform a variety of read-only tasks, including running standard reports and querying the system’s database.
- Customer – This is a member of the general public who plans to attend the activity. The customer can make an appointment and can also update or delete it in accordance with the planner’s rules.

2.7 Optional / Desirable Features

2.7.1 Printers

2.7.1.1 The TO Contractor shall provide each kiosk with a high quality and reliable laser printer capable of printing MVA registration renewal cards with a sticker, and duplicate registration cards.

2.7.2 Cash / Payment Accepters and Dispensers

2.7.2.1 At designated branch located kiosks, the TO Contractor shall provide cash bill acceptors and dispensers capable of high volume retail applications.

2.7.2.2 The TO Contractor shall provide each designated kiosk with the capability of accepting, validating, sorting and stacking US currency bills in the denominations of \$1, \$5, \$10, \$20, \$50 and \$100.

2.7.2.3 The TO Contractor shall implement an electronic readout that displays the amount of cash accepted.

2.7.2.4 The TO Contractor shall provide a bill dispenser that is capable of dispensing US currency bills in the denominations of \$1, \$5 and \$10.

2.7.2.5 The TO Contractor shall equip the branch located kiosks with a coin change dispenser that is capable of dispensing quarters only.

- 2.7.2.6** For the kiosks that are designated to accept cash, the TO Contractor shall incorporate a notification system that is capable of alerting MVA personnel when the currency dispenser is low on US currency bills and / or coins.
- 2.7.2.7** The TO Contractor shall provide the kiosks with the capability of having the cash acceptance module only removed from service when there is insufficient currency to dispense or the cash box is improperly secured.

2.7.3 Security Requirements

- 2.7.3.1** For security of products, the TO Contractor shall recognize that the stock used to print registration cards and stickers will be blank and that the Contractor will provide a system that this information including sticker year and ID # shall be printed at the time of each transaction.

2.8 Maintenance

In this Agreement regarding Maintenance, the TO Contractor shall be responsible for the on-site remedial and preventive maintenance, which must include: (1) all labor, parts, and travel that is necessary to keep all products (including all hardware and software) in good operating condition and to preserve their operation within the requirements, specifications, and efficiency set forth in this TORFP and Agreement; and (2) any necessary shipment and insurance costs.

2.8.1 General Maintenance

- 2.8.1.1** The TO Contractor shall ensure that all maintenance will be performed in a manner to allow for continuous operation of the kiosks at all locations. The Master Contractor must provide a detailed maintenance plan as part of their proposal. At a minimum, the maintenance plan shall include:
- The number of proposed service representatives that will be available and their office locations throughout the state.
 - A description of how parts supply and back up equipment availability will be assured for all locations.
 - A detailed explanation of anticipated response times for unscheduled service needs.
 - Reliability data or industry-recognized independent user ratings on all equipment being proposed, if available.
 - The method the TO Contractor will use to coordinate any maintenance visits with MVA.

- 2.8.1.2** The TO Contractor shall furnish the MVA with a monthly report on all maintenance performed on any equipment by serial number, identifying the type of problem and location of the equipment.
- 2.8.1.3** The TO Contractor shall provide an incident report to the MVA upon completion of a service call detailing what actions were taken and the status of the problem.
- 2.8.1.4** Maintenance by the TO Contractor does not include repairs of damage resulting from: acts of God, negligence by state personnel, or other causes not related to ordinary use in the production environment in which installed.
- 2.8.1.5** Maintenance prices by the TO Contractor shall include the cost of labor, parts, travel, factory overhauls, rehabilitation, transportation, and substitute equipment as necessary for 98% effective performance. In those instances where it is necessary for the TO Contractor to return the equipment to the factory, the TO Contractor shall be responsible for all costs of the equipment from the time it leaves the MVA site until it is returned to the MVA site in good operating condition. Only a new standard part or parts equal in performance to new parts shall be used in effecting repairs. Parts that have been replaced shall become the property of the TO Contractor. Replacement parts installed shall become the property of the MVA.
- 2.8.1.6** The MVA will be responsible for replenishing all kiosk consumables such as card stock, stickers and receipt paper where applicable.

2.8.2 Preventative Maintenance

- 2.8.2.1** The Master Contractor shall propose a detailed preventive maintenance plan describing preventive maintenance tasks, schedules, frequency of each task, time required to perform each task, who is responsible for performing each task, etc.
- 2.8.2.2** Preventive maintenance work by the TO Contractor shall be scheduled to minimize impact to normal business operations at each kiosk location. Preventive maintenance shall be performed at a time mutually agreed upon by the MVA and the TO Contractor.

2.8.3 Remedial Maintenance

- 2.8.3.1** All service calls placed to the TO Contractor shall be responded to within thirty (30) minutes, and maintenance personnel must be on-site within two (2) hours. The system shall be operational within four (4) hours of initial service call being placed to the TO Contractor.
- 2.8.3.2** At the time of installation, all equipment provided by the Contractor shall be of new manufacture and in good working order. It shall be the TO Contractor's responsibility to make all necessary adjustments, repairs, and replacements, without additional charge, to

maintain each system component in good working order for the term of the contract and any extensions.

2.8.3.3 Software maintenance to restore services shall be completed by the TO Contractor at no charge to the MVA and the TO Contractor shall coordinate with the MVA to manage the release of software fixes, if required. The TO Contractor shall react immediately to restore services to sites that are not functioning.

2.8.3.4 If the TO Contractor fails to meet any requirement of REMEDIAL MAINTENANCE, the MVA shall require a replacement to be provided. If a replacement is requested by the MVA, such replacement shall be with new, unused equipment of comparable quality and shall be installed no later than ten (10) calendar days following the request for replacement, at no additional cost to MVA.

2.8.4 Principal Period of Maintenance

2.7.4.1 All maintenance provided by the TO Contractor shall be accomplished within the Principal Period of Maintenance.

2.8.5 Performance Level

2.8.5.1 Equipment and software furnished by the Contractor under the contract shall be capable of continuous operation.

2.8.5.2 If any kiosk becomes inoperable for a period of more than twenty-four (24) hours (clock hours), the Contractor agrees to pro-rate maintenance charges to account for each full day of inoperability. The period of inoperability shall commence upon initial notification to the TO Contractor by MVA.

2.8.5.3 MVA reserves the right to request and receive from the TO Contractor a replacement kiosk if any kiosk remains inoperable for more than three (3) consecutive calendar days.

2.8.5.4 The MVA reserves the right to request a replacement from the TO Contractor if any kiosk has more than three (3) service calls placed within any consecutive ninety (90) day period. This will be exercised by MVA, at its discretion.

2.8.5.5 If the TO Contractor fails to meet any requirement of PERFORMANCE LEVEL, the MVA has the right to require a replacement to be provided by the TO Contractor. If a replacement is requested by MVA, such replacement shall be with new, unused equipment of comparable quality and shall be installed no later than ten (10) calendar days following the request for replacement, at no additional cost to MVA.

2.8.5.6 It is the responsibility of the TO Contractors to make sure that ninety-five percent (95%) of the transactions occurring within the MVA network shall be completed within a three (3) minute period.

2.8.5.7 The TO Contractor shall make sure that each kiosk performs at an effectiveness level of 98% or more during any thirty (30) day period. The effectiveness level is the percentage of scheduled production time during which the kiosk is not down.

2.8.6 Maintenance Provisions

2.8.6.1 Warranty and Maintenance of Software - Beginning on the date of notice to proceed, and for the twenty-four (24) month period following acceptance, the TO Contractor warrants that all Software Products provided and/or developed under this Contract shall operate in accordance with the requirements and specifications set forth in this TORFP and Contract. The maintenance service necessary to maintain the operation of the Software Products in accordance with the TO Contractor's warranty shall be performed on-site and shall include, but is not be limited to, twenty-four (24) hour toll-free phone support, detection and correction of errors, updating all Software Products to operate with all updated or revised versions of the operating systems for which the Software Product is licensed, and all patches, fixes, revisions, updates, upgrades, and minor releases to all software and supporting documentation. The TO Contractor shall provide a thirty (30) minute return call response time and complete all necessary maintenance on-site within four (4) hours of initial notification by MVA of any malfunction or inoperability of any kiosk.

2.8.6.2 Warranty and Maintenance of Hardware - Beginning on the date of notice to proceed, and for the twenty-four (24) month period following acceptance, the TO Contractor warrants that all equipment and hardware provided under this Contract shall operate in accordance with the requirements and specifications set forth in this TORFP and Contract. Maintenance service necessary to maintain operation of equipment and hardware in accord with the TO Contractor's warranty shall be performed on-site at no additional cost to MVA. The TO Contractor shall provide a thirty (30) minute return call response time and complete all necessary maintenance on-site within four (4) hours of initial notification by MVA of any malfunction or inoperability of any kiosk.

2.8.6.3 MVA's Responsibility During Maintenance - During any term of maintenance, the MVA personnel will not perform any maintenance or attempt repairs to the equipment except as authorized in writing by the TO Contractor. The MVA shall permit access to the equipment that is to be maintained, subject to the installation site's security regulations.

2.8.6.4 Downtime - A kiosk is considered to be "down" if it is unavailable for customer use during normally scheduled hours of availability by the MVA. Downtime shall commence when the MVA reports the malfunction to the TO Contractor at its designated contact point, and shall end when the kiosk becomes available for customer use.

- 2.8.6.5 Credit for Downtime** - The TO Contractor shall grant a credit to the MVA for any kiosk under current maintenance, which fails to perform at an effectiveness level of 98% or more during any thirty (30) day period. The Effectiveness Level is the percentage of scheduled production time during which the kiosk is not down. The credit amount being proposed by the TO Contractor shall be documented within the TO Contractor's proposal.
- 2.8.6.6 TO Contractor's Maintenance Point of Contact** - The TO Contractor shall provide a single point of notification for all maintenance problems during the hours of the Principal Period of Maintenance. The TO Contractor shall provide a toll free telephone number for the purpose of contacting the TO Contractor's call center or help center. Proposals shall describe the TO Contractor's intended call center or help center procedures for reporting, tracking, and obtaining status on problems and how service staff will be dispatched.
- 2.8.6.7 Qualified Maintenance Personnel** - All technicians of the TO Contractor performing maintenance shall be properly authorized by the manufacturer(s) to perform such services. The MVA reserves the right to require proof of certification prior to the award and at any time during the term of the contract and its extensions.
- 2.8.6.8 Reconditioning** - The TO Contractor warrants that the equipment provided under the terms and conditions of this Contract shall not require reconditioning when such equipment has been under warranty or a constant maintenance contract since the date of acceptance.
- 2.8.6.9 Source Code** - If the TO Contractor ceases to maintain experienced staff and resources necessary to provide required software maintenance to its customers in the ordinary course of business, or otherwise ceases to provide required maintenance services in the ordinary course of business, the MVA shall be entitled to have, use and duplicate, for its own internal maintenance purposes, a copy of the source code and associated documentation for the affected software products. Until such time as a complete copy of such materials is provided to the MVA, the MVA shall have the exclusive right to possess all physical embodiments of such materials now existing or hereafter created by the TO Contractor or its successor in interest. The MVA's rights under this Section shall survive the expiration or termination of this Contract for a period of 20 years. The entire lease and royalty fee necessary to support the rights granted to the MVA in this Section is included in the initial license fee payable with respect to the software product.

2.9 PROJECT APPROACH

2.9.1 The 3rd Generation Kiosk Program will be conducted in three (3) phases:

- 2.9.1.1** Development of prototypes
- 2.9.1.2** Testing Phases and Production deployment
- 2.9.1.3** Maintenance of kiosk program

2.9.2 Although all three phases must be priced out separately in the Master Contractor's proposal response, please note that the MVA has the option to continue or discontinue with phases two and three at any time.

2.10 DELIVERABLES

2.10.1 Project Plan

- 2.10.1.1** The TO Contractor must submit a detailed project work plan with their proposal outlining the entire system design, development, initial testing, acceptance period, training, deployment, and implementation of all hardware and software. The project work plan shall include the time frames and required resources detailed in each component of the project.
- 2.10.1.2** The TO Contractor's project work plan shall allow reasonable time for the MVA to review and approve task completion deliverables, without interrupting the TO Contractor's continuing progress towards the completion of the project.

2.10.2 Project Management Methodology

- 2.10.2.1** Project management activities to be performed by the TO Contractor shall include:
- 2.10.2.2** Establishing and administering controls to ensure that the quality of deliverables are acceptable to MVA;
- 2.10.2.3** Providing and updating a detailed project work plan and schedule on a weekly basis;
- 2.10.2.4** Monitoring project activities to ensure that project schedules are met;
- 2.10.2.5** Providing weekly and monthly status reports.

2.10.3 Education and Training

2.10.3.1 The TO Contractor shall provide a detailed operational training plan for the MVA mainframe operational staff and MVA Headquarters Administrative staff to include:

- Administrative functions including changing passwords and other routine management tasks.
- Trouble shooting and monitoring.
- Replacement of consumable items.
- Preventive Maintenance tasks (i.e. cleaning).
- System operation.

2.10.3.2 CSC Administrative Staff (approximately 10 individuals) shall receive on-site system management and operations training sufficient to provide daily operational proficiency to maintain flexibility, but not limited to, the following:

- Administrative functions including changing passwords and other routine management tasks.
- Remote administrative functions.
- Troubleshooting and monitoring.
- Preventive Maintenance tasks (i.e. cleaning).
- System operation.
- Standard report printing.
- ADHOC reporting.

2.10.3.3 For each type of training, the proposed training plans shall include:

- Method of training.
- Length of training (estimate number of hours for each type of employee).
- Scope of training.
- List of training materials and samples.
- Detailed description of the training.
- Detailed outline of each training session.

2.10.3.4 The TO Contractor shall provide a detailed technical training and transition plan for MVA Management Information Systems technical staff. Technical training shall include system operation as well as an overview of the system hardware and software architecture and connectivity, hardware component and system installation, hardware and software problem diagnosis and resolution, remote system monitoring, modifications to the kiosk web application software, etc. The transition plan shall include how the TO Contractor's technical staff will train and transition the MVA MIS technical staff into supporting the new kiosk systems and software along with associated timeframes.

2.10.3.5 The proposed technical training plan shall include:

- Method of training.

- Length of training (estimate number of hours for each type of employee).
- Scope of training.
- List of training materials and samples.
- Detailed description of the training.
- Detailed outline of each training session.
- MVA will establish a training schedule after consultation with the TO Contractor. This schedule must coincide with the installation schedule.

2.10.3.6 The TO Contractor shall implement a screen-oriented training manual that contains all the procedures necessary for the successful operation and interaction with the system shall be provided.

2.10.4 Site, Delivery, Installation and Movement Provisions

2.10.4.1 Delivery and Installation: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

2.10.4.2 Work Site Damages: Any damage from work performed by the Prime TO Contractor or subcontractors under this contract shall be repaired to original condition and to the MVA's satisfaction at the TO Contractor's expense.

2.10.4.3 TO Contractor Property Damage: The TO Contractor shall be entirely responsible for any loss or damage to his/her own materials, supplies, and equipment, and to the personal property of his/her employees while they are maintained on the work site.

2.10.4.4 Environmental Specifications: Environmental specifications for any equipment to be delivered under this contract shall be furnished in writing along with the vendor's proposal. These specifications must be in sufficient detail to permit all installed equipment to function efficiently from an environmental perspective.

2.10.4.5 Site Preparations and Modifications: The TO Contractor shall be responsible for coordinating with the MVA for all site modifications required to install the systems acquired through this proposal. This shall include, for example, cabling of the office, any electrical work required at the facilities, any relocation of electrical service, relocation of furniture, relocation of existing cabling, etc. This includes all systems, peripherals, and options being requested through this TORFP. Any delay or additional site preparation expense caused in whole or in part by erroneous or incomplete environmental specifications shall be the TO Contractor's liability. Any delay or additional site preparation expense caused in whole or in part by erroneous or incomplete drawings and blue prints provided by MVA shall be the MVA's responsibility.

2.10.4.6 Delivery Date: Unless otherwise agreed to by the MVA in writing, the TO Contractor shall deliver the System/Products, ready for testing, in accordance with the delivery

dates specified in this TORFP and Contract, or by the required delivery date specified on any future Order by MVA referencing this Contract.

2.10.4.7 Installation Responsibility: Except where otherwise expressly provided, "delivery" includes and shall not be complete until the TO Contractor completes installation of all the new Products. Installation includes, without limitation, shipping to destination, all unpacking, positioning and connection of such products with internal utility services, in such a manner to render them ready for acceptance testing. All equipment installations shall comply with building and facilities standards established by the MVA.

2.10.4.8 Movement of Equipment: When it becomes necessary to move equipment covered by the contract to another location, the MVA reserves the right to do so at its own expense. If TO Contractor supervision is required, the MVA will provide prior written notice of the move at least thirty days in advance, in which case the TO Contractor shall provide the required services and be reasonably compensated by the MVA.

Shipment to the new installation site shall be at the MVA's expense by any appropriate mode of transportation selected by the MVA. The TO Contractor shall supervise packing, unpacking, and the relocation of equipment. MVA shall compensate the TO Contractor for this service if the TO Contractor charges substantially all of its commercial customers for such services. If such charges are assessed, they will be at the TO Contractor's then current standard rates less any applicable discounts.

2.10.5 Development / Acceptance

2.10.5.1 System Development Period

2.10.5.1.1 The System Development Period will consist of the following stages:

- **Alpha Test Period:** Full system integration testing, prior to production implementation, at a MVA designated test site.
- **Beta Test Period:** Kiosk system deployed and monitored in a production environment at five (5) pilot sites.
- **Acceptance Period:** Acceptance is when all the kiosk systems are fully operational.

2.10.5.1.2 The System Development Period shall commence upon receipt of written notice and documentation from the TO Contractor that a successful system audit and test was performed at the site demonstrating that the system meets the design/performance capabilities stipulated by the contract.

2.10.5.1.3 Upon request, the MVA will provide written confirmation of its acceptance following the successful completion of each stage of the System Development Period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.

2.10.5.1.4 Unless otherwise specified by MVA:

- The Alpha Test Period shall begin within one hundred and twenty (120) calendar days from the date of notice to proceed.
- The Beta Test Period shall begin within one hundred and eighty (180) calendar days from the date of notice to proceed and shall receive acceptance within one hundred and twenty (120) calendar days from the start of the Beta Test Period.

2.10.5.1.5 If the TO Contractor fails to meet any of the above requirements, MVA may require a replacement to be provided and/or may avail itself of the remedies for default, breach, and/or liquidated damages. If a replacement is requested by the MVA, such a replacement shall be with new, unused equipment of comparable quality and shall be installed no later than ten (10) calendar days following the request for replacement, at no additional cost to the MVA.

2.10.5.1.6 The MVA will maintain appropriate daily records documenting performance during the Acceptance Period and such records shall be conclusive for purposes of determining acceptance.

2.10.5.2 Alpha Test Period

2.10.5.2.1 The first system configurations (Prototypes) will be delivered to MVA determined location(s) by the TO Contractor for the Alpha Test Period. The Alpha Test Period will be a full system integration testing period where the TO Contractor shall operate the system and successfully demonstrate all requirements of this TORFP for thirty (30) consecutive calendar days in order to pass.

2.10.5.2.2 The TO Contractor shall develop and provide two (2) fully functional kiosk prototypes as below for demonstration and testing purposes:

- A prototype kiosk, which shall include only and all required features requested by the MVA; and
- A prototype kiosk, which shall include all required features and any optional features requested by the MVA.

2.10.5.2.3 The devices shall be attached to communication lines in a manner identical to that of the production kiosks.

2.10.5.2.4 Once the prototypes have been developed and tested, the MVA will conduct customer interviews regarding accessibility and ease of use of the kiosks. The MVA may request that the vendor refine the kiosks based on customer responses.

2.10.5.2.5 Testing will include the following:

- Perform successfully in accordance with all the mandatory requirements specified in this TORFP.
- Perform successfully in accordance with all the manufacturers and TO Contractors technical and user specifications.
- Demonstrate ability to provide adequate service and maintenance.
- Demonstrate ease of operation.
- Demonstrate effective and efficient operation of the entire system.
- Interface to MVA applications.
- Demonstrate system security, including software and hardware security features.
- Demonstrate state-of-health transmission to and from the kiosk locations.
- Present the training and education support plan.
- Produce a variety of useful statistical reports.

2.10.5.2.6 If any kiosk does not meet the standard of performance during the thirty (30) consecutive days, the Alpha Test Period may continue, at MVA's sole discretion, on a day-to-day basis until all kiosks concurrently meet the standard of performance for thirty (30) consecutive days.

2.10.5.3 Beta Test Period

2.10.5.3.1 Once the Alpha Test Period is declared successful by the MVA, between six (6) and ten (10) subsequent system installations at five (5) pilot sites will be scheduled as determined by MVA in preparation for the Beta Test Period. The TO Contractor and MVA will conduct an operational site systems test and review at each of the pilot sites after the equipment is installed and certified ready for production and implementation.

2.10.5.3.2 After all kiosks, at the five (5) pilot sites are declared fully operational by the TO Contractor, the Beta Test Period will begin. The Beta Test Period will be a production testing period where the TO Contractor shall operate the system and successfully demonstrate all requirements of this TORFP for thirty (30) consecutive calendar days in order to pass.

2.10.5.3.3 Testing will include the following:

- Perform successfully in accordance with all the mandatory requirements specified in this TORFP.
- Perform successfully in accordance with all the manufacturer's and TO Contractors technical and user specifications.
- Demonstrate the ability to provide adequate service and maintenance.
- Demonstrate ease of operation.
- Demonstrate effective and efficient operation of the entire system.
- Interface to DMV applications.

- Demonstrate system security, including software and hardware security features.
- Demonstrate state-of-health transmission to and from the ET locations.
- Training and education support.
- Produce a variety of useful statistical reports.

2.10.5.3.4 If any kiosk does not meet the standard of performance during the thirty (30) consecutive days, the Beta Test Period may continue, at MVA's sole discretion, on a day-to-day basis until all kiosks concurrently meet the standard of performance for thirty (30) consecutive days.

2.10.5.4 Acceptance

2.10.5.4.1 Once the Beta Test Period is declared successful by the MVA, subsequent system installations at the remaining sites will be scheduled as determined by the MVA. The TO Contractor and MVA will conduct an operational site systems test and review at each site after the equipment is installed and certified ready for production and implementation.

2.10.5.4.2 Once the remaining sites are declared fully operational and the TO Contractor certifies that the full kiosk System is ready for acceptance in writing, the TO Contractor must agree to an acceptance period of up to thirty (30) days for all requirements of this TORFP.

2.10.5.4.3 During Acceptance:

- Each hardware product shall conform to all specifications published or provided by the TO Contractor or manufacturer, including but not limited to, physical characteristics, operating characteristics, space requirements, power requirements, performance requirements and maintenance.
- Each software Product shall conform to all specifications published or provided by the TO Contractor or developer in all respects, including, but not limited to, operating performance, timing characteristics, sizing and compatibility.

2.10.5.4.4 Acceptance shall not occur until all Products function as an integrated System and can successfully perform all the mandatory requirements identified in the Contract.

2.10.5.4.5 Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the Project Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (**Attachment 8**). The Project Manager shall countersign the

Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

2.10.5.4.6 Upon receipt of a final deliverable, the Project Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the Project Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (**Attachment 9**). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the Project Manager or the Project Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the issues have been addressed and the Project Manager accepts resolutions, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

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

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

2.10.5.5 Acquirement

For informational purposes only, the below figures show the current number of transactions generated through the eleven (11) kiosks the MVA has available for customer use. These numbers are expected to increase dramatically when the 3rd Generation kiosks are available with the additional features, increased exposure and increased availability.

2.10.5.6 Deliverable /Delivery Schedule

Project Phase	Deliverable	Schedule Proposed
MILESTONE I – PROJECT INITIATION PHASE	Kickoff Meeting with TO Contractor and MVA to understand and communicate timeline and requirements.	
	Draft of Project Management Plan to include: WBS demonstrating Project Plan & Methodology to include Milestone, Deliverables, and individual project tasks that follow the SDLC process, Gantt Chart, Staffing Plan with organization chart, Communication Plan, and Risk Management Plan.	
	Detailed and Final Project Management Plan to include: WBS demonstrating Project Plan & Methodology to include Milestone, Deliverables, and individual project tasks that follow the SDLC process, Gantt Chart, Staffing Plan with organization chart, Communication Plan, and Risk Management Plan.	
MILESTONE II – PLANNING AND REQUIREMENTS ANALYSIS PHASE	Quality Assurance and Configuration Management Plan for Development / Implementation. <ul style="list-style-type: none"> ▪ Draft Security Plan to include Facility / Physical security. ▪ Business Continuity Plan ▪ System Security Plan ▪ Documentation of Network / System Environment and Security architecture. 	
	Risk Management Plan	
	Operations Readiness / Implementation Plan	
	System Output and Support Plan to include business requirements procedures, data integrity, data conversion& migration.	
	Final Training Plan & Materials	
	MILESTONE III - DESIGN PHASE	Preliminary Design Review
Development Test Plan to include performance and capacity testing plan.		
Final Design Review		
Error and Corrective Action Reports		
MILESTONE IV - DEVELOPMENT AND TESTING PHASE	Completed Development Testing	
	Error and Corrective Action Reports	
MILESTONE V –	System Output and Support	
	Alpha Test Period Completion	

INTEGRATION AND TESTING PHASE	Beta Test Period Completion	
	Error and Corrective Reports	
MILESTONE VI – OPERATIONAL READINESS	Completed Training	
	Operational Readiness Testing	
	End-to-End Performance Testing	
	Review of Procedures	
MILESTONE VII - IMPLEMENTATION	Final Documentation with updates	
	Implementation Completed	
MILESTONE VIII – DOCUMENTATION AND POST IMPLEMENTATION PERFORMANCE PERIOD	Final Documentation for System, User, and Training to include but not be limited to: <ul style="list-style-type: none"> a) System software and test files/data b) Documentation of technical environment c) Documentation of software requirements d) Documentation of network/system environment and security architecture e) Software and Maintenance Support Plan f) Maintenance Agreement and Service Agreement g) Security Plan 	
	Final Performance Period Sign-off	
MILESTONE IX - WARRANTY PHASE	Quarterly Contract / Project Reviews	
MILESTONE X - MAINTENANCE PHASE	Work specified and delivered through subsequent task order process in software and hardware maintenance phase. Year 1 Maintenance	
	Work specified and delivered through subsequent task order process in software and hardware maintenance phase. Year 2 Maintenance	
	Work specified and delivered through subsequent task order process in software and hardware maintenance phase. Year 3 Maintenance (Optional)	
MILESTONE XI -END-OF-CONTRACT TRANSITION	Transition Plan for Transitioning to State Agency or designated party.	
	Transition support as required	

2.10.6 Required Project Policies, Guidelines and Methodologies

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A. The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B. The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C. The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D. The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E. The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities,

2.10.7 TO Contractor Minimum Qualifications

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

2.10.8 Proposed Staffing

- 2.10.8.1** The TO Contractor shall provide the resumes of all key project participants being proposed to staff the project (including managers, senior design staff, other key staff, and subcontractor personnel) with an overview of each person's role and whether they will be assigned part time or full time to the project. Resumes shall reflect qualifications and recent experience relevant to the scope of work and areas of expertise required for this specific project. Each resume shall include at least three (3) references that can be contacted to verify the individual's qualifications and experience. For each reference, list the individual's name, title, company name or organization, mailing address, and phone number. MVA reserves the right to interview all key project participants proposed by the TO Contractor and either confirm the recommendations, or request alternates.

2.10.9 Invoicing

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the Project Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – **Attachment 9**, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the Project Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.10.10 Invoice Submission Procedure

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Maryland Department of Transportation / Motor Vehicle Administration / Procurement & Contracts as the TO Requesting Agency, deliverable description, associated Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – **Attachment 9**, for each deliverable being invoiced) submitted for payment to the MVA at the following address:

**Brian Schade
MVA Project Manager
Motor Vehicle Administration (MVA)
6601 Ritchie Highway, N.E.
Glen Burnie, MD 21062**

- C) 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 Agreement. In no event shall any invoice be submitted later than 60 calendar days from the Agreement termination date.

2.10.11 Reporting

2.10.11.1 Project Management

The TO Contractor and the Agreement Requesting Agency shall conduct bi-weekly progress meetings. A bi-weekly project progress report shall be submitted two days in advance prior to the discussion with the Project Manager and shall contain, at a minimum, the following information:

- Requesting Agency name, Agreement Number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the bi-weekly period.
- Deliverable progress, as a percentage of completion.
- Problem areas including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.10.12 Change Orders

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and the Project 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 modifications shall be performed until the Procurement Officer executes a change order.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one or two possible responses: 1) a proposal and/or 2) a completed Master Contractors Feedback Form, submitted electronically off the CATS web site.

3.2 FORMAT

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

3.2.1 The Technical Portion Of The TO Proposal Shall Include:

Proposed Services – Work Plan

- a) Requirements: A detailed discussion of the TO Contractor's understanding of the work and the TO Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- b) Assumptions: A description of any assumptions formed by the TO Contractor in developing the Technical Proposal.
- c) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- d) Proposed Solution: A description of the TO Contractor's proposed solution to accomplish the specified work requirements.
- e) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- f) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1 Project Management).
- g) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- h) Acceptance Criteria: A statement acknowledging the TO Contractor's understanding of the acceptance criteria.
- i) Project management and systems development methodology for accomplishing all of the requirements identified in this proposal.
- j) Escalation procedure as it relates to resolving problems associated with the

requirements of this TORFP.

Proposed Personnel

- a) Identify and provide resumes for all proposed personnel by labor category.
- b) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- c) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

MBE Participation

- a) Submit completed MBE Documents Attachment 2, Forms D-1 and D-2.

Subcontractors

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

TO Contractor and Subcontractor Experience and Capabilities

- a) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
 - Name of organization.
 - Name, title, and telephone number of point-of-contact for the reference.
 - Organization size, length of time providing system design services, key business partners, and the number of employees dedicated to providing system design services.
 - Type, and duration of contract(s) supporting the reference.
 - The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
 - Overview of the TO Contractor's experience and capabilities rendering services similar to those included in this TORFP. This description shall include:
 - Experience, training and certification relative to the specific components of hardware and services of this TORFP for employees associated with providing system design services within the locations involved in the direct support of the facilities detailed in this request for bid,
 - Real-time monitoring and Call Management capabilities,

- System management of the design, development, implementation and maintenance,
 - Configuration management and control,
 - The number of clients and geographic locations the TO Contractor currently serves,
 - Web development and implementation
- b) Provide a resume of the proposed project director with an overview of similar projects managed by that individual in the past describing the purpose/intent of the project and the major accomplishments of the project director towards achieving the project goals.
- c) Provide an organization chart of the TO Contractor showing:
- All major component units,
 - Which component(s) will perform the requirements of this contract,
 - Where the management of this contract will fall within the organization,
 - What corporate resources will be available to support this contract in both primary and secondary, or back-up roles

State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

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

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

Proposed Facility

- a) Identify the TO Contractor's facilities, including the address, from which any work will be performed.

State Assistance

- a) Provide an estimate of expectation concerning participation by State personnel.

Confidentiality

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

3.2.2 The Financial Response Of The TO Proposal Shall Include:

A description of any assumptions on which the TO Contractor's Financial Proposal is based.

Completed Financial Proposal - Attachment 1A including:

- 1) Assumptions: A description of any assumptions formed by the TO Contractor in developing the Financial Proposal.
- 2) Formatting requirements for the Price Breakdown Structure are:
 - a) Milestone and Deliverable identifying information will be in bold and placed in a frame.
 - b) Fixed-price dollar figures will be rounded to the nearest whole dollar.
 - c) The information shall continue, as necessary and appropriate, to cover all Milestones and Deliverables.
 - d) List all deliverables, even those not separately priced (NSP).

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

- 4.1.1** 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 3.

4.2 TECHNICAL CRITERIA

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

- 4.2.1** Proposed Services: Work Plan and the overall understanding of the work required.
- 4.2.2** TO Contractor and Subcontractor Experience and Capabilities: Past performance on similar projects as provided in the TO Contractor's response to this task order request.
- 4.2.3** Proposed Personnel: The qualifications and experience of the TO Contractor proposed personnel.
- 4.2.4** Subcontractors Personnel: The qualifications and experience of the proposed subcontractor personnel.
- 4.2.5** Whether the proposed schedule is realistic and attainable and includes, the milestones and deliverables listed within this TORFP.

4.3 SELECTION PROCEDURES

- 4.3.1** TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.2** Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.3** The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, the technical merit has greater weight.
- 4.3.4** During the evaluation process, MVA may require that the TO Contractor make arrangements for individuals from the MVA to visit the TO Contractor's facilities and receive a demonstration and presentation on their proposal and kiosk.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment #7 for a sample of a Notice to Proceed.

ATTACHMENT 1 – WORKSHEET FOR MILESTONE X, DELIVERABLE #4

CATS TORFP # J00P7200064

Time And Materials Cost For Additional Functionality and Off-hour Work Based on 2,500 Hours.

(Use Total E below for cost of Deliverable #4. The 2,500 hours is solely for evaluation purposes. Actual Time and Materials hours will be determined by the requested modifications or off-hour work.)

Labor Categories for Task Orders	TO Contractor Supplied Appropriate Categories	Hourly Unit Price (B)	Proposed Labor Hours Quantity (C)	Total (D) (B) x (C)=(D)
1. Project Manager		\$	500	\$
2. Expert Application Software Support Professional(s)		\$	1350	\$
<ul style="list-style-type: none"> • 3. Expert DBA Professional • 		\$	650	\$
	Total Modifications and Off-hour Time and Material (E): (Insert total in attachment 1A for Milestone X, Deliverable #4)			\$

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

* The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Contract Rate, but may be lower.

Submit This with the Financial Response

ATTACHMENT 1A - PRICE PROPOSAL FORM

CATS TORFP #J00P7200064

Milestone	Deliverable	Proposed Price
MILESTONE I – PROJECT INITIATION PHASE	<i>Deliverable 1</i> – Draft of Project Management Plan to include: WBS demonstrating Project Plan & Methodology to include Milestone, Deliverables, and individual project tasks that follow the SDLC process, Gantt Chart, Staffing Plan with organization chart, Communication Plan, and Risk Management Plan.	
	<i>Deliverable 2</i> – Detailed and Final Project Management Plan to include: WBS demonstrating Project Plan & Methodology to include Milestone, Deliverables, and individual project tasks that follow the SDLC process, Gantt Chart, Staffing Plan with organization chart, Communication Plan, and Risk Management Plan.	
MILESTONE II – PLANNING AND REQUIREMENTS ANALYSIS PHASE	<i>Deliverable 1</i> – Quality Assurance and Configuration Management Plan for Development / Implementation. <ul style="list-style-type: none"> ▪ Draft Security Plan to include Facility / Physical security. ▪ Business Continuity Plan ▪ System Security Plan ▪ Documentation of Network / System Environment and Security architecture. 	
	<i>Deliverable 2</i> – Risk Management Plan	
	<i>Deliverable 3</i> – Operations Readiness / Implementation Plan	
	<i>Deliverable 4</i> – System Output and Support Plan to include business requirements procedures, data integrity, data conversion, migration.	
	<i>Deliverable 5</i> - Final Training Plan & Materials	
MILESTONE III - DESIGN PHASE	<i>Deliverable 1</i> – Preliminary Design Review	
	<i>Deliverable 2</i> – Development Test Plan to include performance and capacity testing plan.	
	<i>Deliverable 3</i> – Final Design Review	
	<i>Deliverable 4</i> – Error and Corrective Action Reports	
MILESTONE IV - DEVELOPMENT AND TESTING PHASE	<i>Deliverable 1</i> – Completed Development Testing	
	<i>Deliverable 2</i> – Error and Corrective Action Reports	

MILESTONE V – INTEGRATION AND TESTING PHASE	<i>Deliverable 1</i> – System Output and Support	
	<i>Deliverable 2</i> – Alpha Test Period Completion	
	<i>Deliverable 3</i> – Beta Test Period Completion	
	<i>Deliverable 4</i> – Error and Corrective Reports	
MILESTONE VI – OPERATIONAL READINESS	<i>Deliverable 1</i> – Complete Training	
	<i>Deliverable 2</i> – Operational Readiness Testing	
	<i>Deliverable 3</i> – End-to-End Performance Testing	
	<i>Deliverable 4</i> – Review of Procedures	
MILESTONE VII - IMPLEMENTATION	<i>Deliverable 1</i> - Final Documentation with updates	
	<i>Deliverable 2</i> – Implementation Completed	
	<i>Deliverable 3</i> – Materials and Installation cost for forty-five (45) Kiosks <u>without</u> the cash acceptance module. (Quantity is for evaluation purposes and the actual number of total kiosks will vary depending on acceptance of optional features below. The quantity of all kiosks will be between forty (40) and fifty-four (54) in total.)	
MILESTONE VIII – DOCUMENTATION AND POST IMPLEMENTATION PERFORMANCE PERIOD	<i>Deliverable 1</i> – Final Documentation for System, User, and Training to include but not be limited to: a) System software and test files/data b) Documentation of technical environment c) Documentation of software requirements d) Documentation of network/system environment and security architecture e) Software and Maintenance Support Plan f) Maintenance Agreement and Service Agreement g) Security Plan	
	<i>Deliverable 2</i> – Final Performance Period	
MILESTONE IX - WARRANTY PHASE	<i>Deliverable 1</i> – Quarterly Contract / Project Reviews	
MILESTONE X - MAINTENANCE PHASE	<i>Deliverable 1</i> – Work specified and delivered through subsequent task order process in software and hardware maintenance phase. Year 1 Maintenance	
	<i>Deliverable 2</i> – Work specified and delivered through subsequent task order process in software and hardware maintenance phase. Year 2 Maintenance	

	<i>Deliverable 3</i> – Work specified and delivered through subsequent task order process in software and hardware maintenance phase. Year 3 Maintenance (Optional)	
	<i>Deliverable 4</i> – Modify Software Components on a Time & Material Basis (Base cost on 2,500 hours)	
MILESTONE XI -END-OF-CONTRACT TRANSITION	<i>Deliverable 1</i> – Transition Plan for Transitioning to State Agency or designated party.	
	<i>Deliverable 2</i> – Transition support as required	
Total Proposed Fixed Price:		

SUBMIT THIS WITH THE FINANCIAL RESPONSE

AUTHORIZED SIGNATURE

TITLE

DATE

TYPED NAME

FEDERAL EMPLOYER IDENTIFICATION #

ATTACHMENT 1A (CONT.) - PRICE PROPOSAL FORM - OPTIONAL FEATURES

CATS TORFP # J00P7200064

Milestone	Deliverable	Proposed Price
OPTIONAL FEATURES	<i>Optional Deliverable 1</i> – All costs (<u>excluding</u> kiosk materials and installation) associated with providing kiosks with the ability to accept cash.	
	<i>Optional Deliverable 2</i> – Materials and Installation cost for <u>each</u> kiosk with a quantity between forty (40) and fifty-four (54) being purchased.	
	<i>Optional Deliverable 3</i> – All costs (<u>excluding</u> printer materials and installation) associated with delivering kiosks with the ability to print MVA registration renewal cards with a sticker, and duplicate registration cards.	
	<i>Optional Deliverable 4</i> – Materials and Installation cost for <u>each</u> kiosk with the ability to print MVA registration renewal cards with a sticker, and duplicate registration cards based on purchasing a quantity of kiosks between forty (40) and fifty-four (54).	
Total Proposed Fixed Price (Optional Features Only):		

SUBMIT THIS WITH THE FINANCIAL RESPONSE

AUTHORIZED SIGNATURE

TITLE

DATE

TYPED NAME

FEDERAL EMPLOYER IDENTIFICATION #

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS CATS TORFP # J00P7200064

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS (FORM D – 1)

Certified MBE Utilization and Fair Solicitation Affidavit

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

In conjunction with the offer submitted in response to TORFP No. J00P7200064, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of **30%** percent and, if specified in the TORFP. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [redacted] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain Master Contractor's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

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

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

Master Contractor Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS (FORM D – 2)

Minority Business Enterprise Participation Schedule

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J00P7200064	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS (FORM D – 2)
 Minority Business Enterprise Participation Schedule (Continued)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS (FORM D – 3)
Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to TORFP # J00P7200064, I state the following:

1. Master Contractor identified opportunities to subcontract in these specific work categories:
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
3. Master Contractor made the following attempts to contact personally the solicited MBEs:

Master Contractor assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

- This project does not involve bonding requirements.
- Master Contractor did/did not attend the pre-proposal conference
- No pre-proposal conference was held.

Master Contractor Name	By:	Name
Address		Title
		Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS (FORM D – 4)

Subcontractor Project Participation Statement

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

Provided that _____ is awarded the TO Agreement in conjunction
(Prime TO Contractor Name)
with TORFP No. J00P7200064, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

**ATTACHMENT 2 - FORMS D-5 AND D-6
MASTER CONTRACTOR REPORTING REQUIREMENTS**

CATS TORFP# J00P7200064

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

1. **As the Master Contractor, you have entered into a contractual agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for this contract. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (Master Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.**
2. The Master Contractor must complete a separate form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due not later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due not later than the 15th of February. With the approval of the contract manager, the report may be submitted electronically. **Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.**
3. The Master Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of form D-6. The Master Contractor shall make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize form D-6 (upper right corner of the form) for the subcontractor the same as the form D-5 was customized by the Contract Manager for the benefit of the Master Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. **It is the responsibility of the Master Contractor to make sure that all subcontractors submit reports not later than the 15th of each month regardless of whether there was any MBE payment activity for the reporting month.** Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the Master Contractor cannot and will not be given credit for subcontractor payments, regardless of the Master Contractor's proper submission of the form D-5. The contract manager will contact the Master Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The Master Contractor must promptly notify the contract manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE reporting requirements and/or failure to make a good faith effort to meet the MBE goal(s) will cause the Master Contractor to have an unfavorable standing with the Department for future contracting opportunities.

SUBMIT AS SPECIFIED IN TORFP

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS (FORM D – 5)

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

Report #: _____	CATS TORFP # J00P7200064
Reporting Period (Month/Year): _____	Contracting Unit _____
Report is due by the 15th of the following month.	Contract Amount _____
	MBE Sub Contract Amt _____
	Contract Begin Date _____
	Contract End Date _____
	Services Provided _____

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

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

Return one copy of this form to the following address:

Brian Schade, Project Manager Motor Vehicle Administration 6601 Ritchie Highway, N.E. Glen Burnie, Maryland 21062 bschade@mdot.state.md.us	Minnie Carter, Director EEO Motor Vehicle Administration 6601 Ritchie Highway, N.E. Glen Burnie, Maryland 21062 mcarter@mdot.state.md.us
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Signature: _____ Date: _____

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS (FORM D – 6)

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS TORFP # J00P7200064 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name:	
MDOT Certification #:	
Contact Person:	
Address:	
City:	State: ZIP:
Phone:	FAX:
Subcontractor Services Provided:	
List all payments received from Prime TO Contractor during reporting period indicated above. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. 2. 3. Total Dollars Unpaid: \$ _____
Prime TO Contractor:	Contact Person:

Return one copy of this form to the following address:

Brian Schade, Project Manager Motor Vehicle Administration 6601 Ritchie Highway, N.E. Glen Burnie, Maryland 21062 bschade@mdot.state.md.us	Minnie Carter, Director EEO Motor Vehicle Administration 6601 Ritchie Highway, N.E. Glen Burnie, Maryland 21062 mcarter@mdot.state.md.us
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Signature: _____ Date: _____

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# J00P7200064 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 200**X** by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, **TO Requesting Agency**.

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

Definitions. In this TO Agreement, the following words have the meanings indicated:

- a. “Agency” means the **TO Requesting Agency**, as identified in the CATS TORFP # J00P7200064.
- b. “CATS TORFP” means the Task Order Request for Proposals # J00P7200064, dated **MONTH DAY, YEAR**, including any addenda.
- c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and **TO Contractor** dated December 19, 2005.
- d. “TO Procurement Officer” means **TO Procurement Officer**. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
- e. “TO Agreement” means this signed TO Agreement between **TO Requesting Agency** and **TO Contractor**.
- f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
- g. “TO Manager” means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
- h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated **date of TO Proposal – Technical**.
- i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated **date of TO Proposal - Financial**.
- j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

Scope of Work

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

The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS 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 Proposal-Technical

d. Exhibit C – TO Proposal-Financial

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.

Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of **insert time for performance**, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

Consideration and Payment

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

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

Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. 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 Mr. Angleo (Andy) Perseghin Office Phone: (410) 768-7252, Fax: (410) 768-7051 e-mail: aperseghin@mdot.state.md.us.

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, TO Requesting Agency

By: insert name, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Master Contractor, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Master Contractor 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 Master Contractor agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Master Contractor 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 Master Contractor has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____

By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

Master Contractors must comply with all personnel requirements under the Master Contract TORFP 050R5800338.

Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.

For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

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

Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.

For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.

Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONT.)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS TORFP from Section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS TORFP from Section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS TORFP from Section 2.12 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT - 6 DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

Maryland Department of Transportation Headquarters
7201 Corporate Center Drive
P.O. Box 548
Hanover, MD 21076
Reception Desk – 410-865-1142

Baltimore:

From 695; Take Baltimore –Washington Parkway (295) south to I-195 towards the BWI airport. Take I-195 to Md. Rte 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Washington:

From Baltimore-Washington Parkway (295); Take Baltimore-Washington Parkway North to I-195 and exit towards the BWI Airport (East). Take I-195 towards the BWI Airport to Md. Rte.170. Take Md. Rte. 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Annapolis:

From I-97; Take I-97 North to Rte.100 towards Columbia (west). Take Rte. 100 to Rte 170 north towards BWI Airport. Take Rte. 170 to the third traffic light and turn right on Stoney Run Rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement # J00P7200064

Dear **TO Contractor Contact**:

This letter is your official Notice to Proceed as of **Month Day, Year**, for the above-referenced Task Order Agreement. **TO Manager** of the **TO Requesting Agency** will serve as your contact person on this Task Order. **TO Manager** can be reached at **telephone # and email address**.

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: **TO Manager**

Procurement Liaison Office, Office of Information Technology, DBM
Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **Project Name for TORFP**

TO Agreement Number: # J00P7200064

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: **TO Manager**

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency
TORFP Title: TORFP Project Name
TO Manager: TO Manager and Phone Number

To:

The following deliverable, as required by TO Agreement # J00P7200064, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

- Is accepted as delivered.
- Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (MASTER CONTRACTOR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the MASTER CONTRACTOR ") and the State of Maryland (hereinafter referred to as " the State").

MASTER CONTRACTOR warrants and represents that it intends to submit a TO Proposal in response to CATS TORTORFP # JOOP7200064 for **3rd Generation Kiosk**. In order for the MASTER CONTRACTOR to submit a TO Proposal, it will be necessary for the State to provide the MASTER CONTRACTOR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORTORFP, MASTER CONTRACTOR agrees as follows:

1. MASTER CONTRACTOR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the MASTER CONTRACTOR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the MASTER CONTRACTOR shall provide originals of such executed Agreements to the State. Each employee or agent of the MASTER CONTRACTOR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the MASTER CONTRACTOR.
3. MASTER CONTRACTOR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the MASTER CONTRACTOR does not submit a Proposal, the MASTER CONTRACTOR shall return the Confidential Information to **TO Procurement Officer, TO Requesting Agency** on or before the due date for Proposals.
4. MASTER CONTRACTOR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the MASTER CONTRACTOR'S failure to comply with the requirements of this Agreement. The MASTER CONTRACTOR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the MASTER CONTRACTOR or any employee or agent of the MASTER CONTRACTOR to comply with the requirements of this Agreement, MASTER CONTRACTOR and such employees and agents of MASTER CONTRACTOR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. MASTER CONTRACTOR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. MASTER CONTRACTOR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the MASTER CONTRACTOR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the MASTER CONTRACTOR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

MASTER CONTRACTOR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200____, by and between the State of Maryland (“the State”), acting by and through its **TO Requesting Agency** (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for **3rd Generation Kiosk TORFP No. J00P7200064** dated May 10, 2007, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

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

the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

Printed Name and Address of Employee or Agent	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____