APPLICATION SOFTWARE SUPPORT AND MENTORING FOR THE DRIVER LICENSE AND RELATED SYSTEMS

CATS TORFP PROJECT J00P6200016

Maryland Department of Transportation
Motor Vehicle Administration

ISSUE DATE: July 13, 2006
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. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. 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 TO Contractors must be sent to concurrent individuals as stated in this Key Information Summary Sheet, all correspondence from the Maryland Department of Transportation (MDOT) to the TO Contractors shall be sent only by the MDOT Contracts Manager or designee.

<table>
<thead>
<tr>
<th>TORFP NAME:</th>
<th>Application Software Support and Mentoring For the Driver License and Related Systems</th>
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<tbody>
<tr>
<td>FUNCTIONAL AREA:</td>
<td>FA1 Enterprise Services Provider (ESP)</td>
</tr>
<tr>
<td>TORFP ISSUE DATE:</td>
<td>July 13, 2006</td>
</tr>
<tr>
<td>CLOSING DATE AND TIME:</td>
<td>August 18, 2006 at 12:00 Noon</td>
</tr>
<tr>
<td>TORFP Issuing Office:</td>
<td>Maryland Department of Transportation Motor Vehicle Administration (MVA)</td>
</tr>
<tr>
<td>Questions and Proposals are to be sent to:</td>
<td>Walter E. Bayne - MVA Procurement Officer Email Address: <a href="mailto:wbayne@mdot.state.md.us">wbayne@mdot.state.md.us</a></td>
</tr>
<tr>
<td>Questions must be submitted no later than 10 working days prior to TORFP closing date.</td>
<td>Peter Arrey - MDOT Contracts Manager Email Address: <a href="mailto:parrey@mdot.state.md.us">parrey@mdot.state.md.us</a></td>
</tr>
<tr>
<td></td>
<td>Carl Stein - MDOT Contracts Administrator Email Address: <a href="mailto:cstein@mdot.state.md.us">cstein@mdot.state.md.us</a></td>
</tr>
<tr>
<td>TO Procurement Officer:</td>
<td>Walter E. Bayne Work Phone: 410 768-7354; Fax #: 410-768-7090 E-mail: <a href="mailto:wbayne@mdot.state.md.us">wbayne@mdot.state.md.us</a> Location: MVA OIR Room 309</td>
</tr>
<tr>
<td>TO Manager:</td>
<td>J. Ronald Thiemeyer Work Phone: (410) 768-7686; Fax #: (410) 787-2993 E-mail: <a href="mailto:rthiemeyer@mdot.state.md.us">rthiemeyer@mdot.state.md.us</a> Location: MVA Room 223</td>
</tr>
<tr>
<td>TO Project Number:</td>
<td>J00P6200016</td>
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<tr>
<td><strong>TO Type:</strong></td>
<td>Fixed Price and Time &amp; Materials</td>
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<tr>
<td><strong>Period of Performance:</strong></td>
<td>NTP to December 31, 2010</td>
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<tr>
<td><strong>MBE Goal:</strong></td>
<td>30%</td>
</tr>
<tr>
<td><strong>Primary Place of Performance:</strong></td>
<td>MVA 6601 Ritchie Highway, N.E. Glen Burnie, MD 21062</td>
</tr>
<tr>
<td><strong>State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:</strong></td>
<td>MVA will furnish access to equipment, facilities, and personnel at MVA HDQ in Glen Burnie.</td>
</tr>
<tr>
<td><strong>TO Pre-proposal Conference:</strong></td>
<td>July 21, 2006 at 2:00 PM. Maryland Department of Transportation 7201 Corporate Center Drive, Hanover, MD 07/31/06 at 2:00PM See Attachment 6 for directions.</td>
</tr>
<tr>
<td><strong>MVA Contract Number:</strong></td>
<td>V-HQ-06079-IT</td>
</tr>
</tbody>
</table>
NOTICE TO MASTER CONTRACTORS

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. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to wbayne@mdot.state.md.us. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: Application Software Support And Mentoring For The Driver License And Related Systems

TORFP No.: J00P6200016

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

   ( ) Other commitments preclude our participation at this time.
   ( ) The subject of the TORFP is not something we ordinarily provide.
   ( ) We are inexperienced in the services required.
   ( ) Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
   ( ) The scope of work is beyond our present capacity.
   ( ) Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
   ( ) We cannot be competitive. (Explain in REMARKS section.)
   ( ) Time allotted for completion of a Task Order Proposal is insufficient.
   ( ) Start-up time is insufficient.
   ( ) Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
   ( ) TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
   ( ) MBE requirements. (Explain in REMARKS section.)
   ( ) Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
   ( ) Payment schedule too slow.
   ( ) Other: _________________________________________________

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:
_____________________________________________________________________________________
_____________________________________________________________________________________

Master Contractor Name:______________________________    Date:____________
Person:__________________     Phone: ___- ___ - ____  email: ____________________________
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, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the MVA 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 # J00P6200016. The first file will be the TO Proposal technical response to this TORFP and titled, “CATS TORFP # J00P6200016-Technical”. The second file will be the financial response to this CATS TORFP and titled, “CATS TORFP # J00P6200016-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 Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2, Forms D-1 and D-2) at the time it submits it’s 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 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds $25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of $50,000.49 will be rounded to $50,000 and a Level 1 fee will apply. A total TO Agreement value of $50,000.50 will be rounded to $50,001 and a Level 2 fee will apply. Refer to RFP Section 1.9 for additional information.

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at MVA, 6601Rithie Highway N.E., Glen Burnie, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 9. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.
1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the TO Agreement amount established.
SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, MVA INFORMATION, BACKGROUND, PROJECT APPROACH

2.1.1 PURPOSE
The Maryland Department of Transportation (MDOT), Maryland Motor Vehicle Administration (MVA) is issuing this CATS TORFP to contract for application software support and mentoring services for the Driver License (DLS) and the related systems, Point of Sale (POS), Mail-in Renewal/Print Farm and Miscellaneous Transaction Cashiering (MTC). These four systems are collectively referred to as the Driver License System (DLS).

2.1.2 MVA INFORMATION
The MVA, in providing Driver Services, is responsible for the issuance of new, duplicate, corrected, and renewal of Maryland driver licenses and Maryland ID cards. Its headquarters location is 6601 Rithie Highway N.E., Glen Burnie, Maryland 21062.

Contact information is:

Walter E. Bayne, TO Procurement Officer  
Work Phone: 410 768-7354  
Fax #: 410-768-7090  
E-mail: wbayne@mdot.state.md.us  
Location: MVA/OIR Room 309

J. Ronald Thiemeyer, TO Manager  
Work Phone: (410) 768-7686  
Fax #: (410) 787-2993  
E-mail: rthiemeyer@mdot.state.md.us  
Location: MVA Room 223

2.1.3 BACKGROUND
The DLS application software support consists of daily maintenance (Help Desk calls), and minor and major modifications of the DLS application software to keep it functioning at an efficient level and consistent with State and Federal legislation.

Application software support work is performed as part of a combined team of the current TO Contractor and MVA technical staff with the MVA technical staff being mentored by TO Contractor in the use of the C++, Visual Basic, and C#.Net languages as the application support and a migration to C#.Net is done. The intent of the MVA is to continue this mentoring program by the selected TO Contractor.

The current contract terminates October 31, 2006.

DLS operates on a Microsoft (MS) Client Server based system and resides in a separate domain. The system is composed of three logical tiers with distinct functionality for each tier or layer. This layering isolates components in one layer from changes to components in the other layers as
described below. The systems are written in a combination of Visual Basic (VB), C++, and C#.Net.

**DLS Application Services Layer**

The first tier, the application tier, contains the user interface components such as menus, buttons, list boxes, data entry forms, etc. for performing user tasks. This tier runs on the individual user workstations of the systems. The main components of this layer are the DLS and POS Cashier source applications as well as maintenance and administrative applications.

**DLS Business Services Layer**

The next tier, the business tier, contains the business objects and enforces the business rules of the system. This tier runs on the branch servers located at each branch office and contains no Graphical User Interface (GUI) elements. The main components of this layer are the business objects such as Person, Alert, Motor Voter, Test Fee and others.

**DLS Data Services Layer**

The last tier, the data services tier, contains the objects that support the various data objects used by the other layers. Data services tier objects run on the branch and central database servers, and the IBM mainframe. Data Services data is stored in a SQL Server database on the central database server and the MVA DB2 database on the mainframe.

**DLS Distributed Application Infrastructure**

COM+ and Windows 2000 Server provide an intricate infrastructure for building distributed applications. This platform is made up of several core technologies that provide the basic building blocks for constructing multi-tier business applications. Microsoft’s multi-tier strategy is founded on a core technology known as the *Component Object Model (COM)*. For DLS, the design goal is for all application functions to be decomposed into a list of functional components. Each functional component then is built as a COM component. This enables the construction, reuse, evolution, and adaptation of these software building blocks in future requirements. By nature of the infrastructure of COM and COM+, external reference to the functionality of these components is allowed, thereby giving external systems a point of integration.

**DLS Security**

In addition to supporting distributed transactions, COM+ extends COM's security model. COM+ security is based on the notion of *roles*. A role is an abstraction that represents a security profile for one or more users in a COM+ application. The DLS administrator maps a set of roles to user accounts or group accounts inside the Windows 2000 domain. The security model is synonymous with the Windows 2000 domain model. Users logging into a workstation system are authenticated by user accounts, rights group memberships in the Active Directory domain. These credentials of the logged - on user are associated with roles defined within the COM+ application and passed along with the COM+ objects created by, or on behalf of, the user. This
creates a secure environment that can be administered by the MVA technical system administrators.

**DLS Data View**

The primary system data store is the existing MVA DB2 database hosted on the IBM mainframe. This is the database of record for the MVA and contains vehicle, driver’s license, and driver history data. A secondary data store is contained in the Windows 2000 central database server’s SQL Server databases. This data store contains all image data, source application data, and POS transaction data. These data include DB2 database records that are cached locally to branch servers during transaction processing as well as any in-progress transactions themselves. Other data stored on the branch server are transactions that are processed while the WAN link is unavailable (host-down) and need to be re-processed whenever the WAN link is restored.

**DLS Logical H/W**

Physically, the DLS system is composed of user workstations, branch office servers, two central SQL servers, Storage Area Network (SAN), and application servers. The Customer Services Representative (CSR) workstations are connected to a Viisage SensorMast or Viisage ImageCam, Eltron card printer, cash drawer, document scanner, receipt printer, credit card processor with digital signature pad, a flat panel monitor that faces the customer, with a touch screen overlay on the flat panel monitor. All user workstations run Windows 2000 Professional and are connected to the local office server via an Ethernet Local Area Network (LAN).

The central database server is a two-node cluster running Windows 2000 Advanced Server with a shared array of redundant disks. The central site server runs the data services layer and can serve as a backup for any of the branch servers in the event of a branch server outage. An XP12000 stores the production DLS and POS transaction data as well as the image database (photos and scanned documents). An MA8000 stores the development environment DLS and POS transaction data as well as the image database (photos and scanned documents).

**2.1.4 PROJECT APPROACH**

The TO Contractor shall provide application software support and mentoring services.

A transition period, in which the new TO Contractor will work with the incumbent TO Contractor and MVA, will allow the new TO Contractor to become familiar with the DLS application software and environment so that no interruption of the support processes occurs during the change over from the incumbent TO Contractor to the new TO Contractor.

During this time period, the new TO Contractor shall:

- Establish TO Contractor’s access in the MVA Headquarters and PC access to the MVA DLS computer environment
- Become familiar with the DLS Test Environments, the MVA help desk processes, the MVA application software support processes, and the MVA staff that perform these functions.
After the transition, the new TO Contractor shall:

- Manage the DLS application software support processes
- Ensure that any and all of the application software support maintains full compatibility with all interfacing systems, security systems, and telecommunications
- Ensure that any and all of their support does not compromise system level or component level compatibility
- Produce/perform the Deliverables identified in this TORFP
- Participate in a transition to the MVA or new TO Contractor at the end of this Task Order.

2.2 TECHNICAL REQUIREMENTS

2.2.1 APPLICATION SOFTWARE SUPPORT AND MENTORING REQUIREMENTS

The TO Contractor shall:

2.2.1.1 Perform all applications software support of the DLS system to ensure continuous operation of the DLS system at all locations of MVA, and in such a way that ensures the methodologies and system elements described in Section 2.1.3 are optimally and reliably used and maintained. The TO Contractor and the MVA TO Manager shall review the PVCS Helpdesk Log on a weekly basis to ensure that the work of the TO Contractor is not causing DLS application problems. The TO Contractor shall document the results of the review in a separate section of the weekly Progress report.

2.2.1.2 Use the MVA created development, quality assurance, test, and production support test environments for all application software support performed. Follow currently established development, quality assurance, test, and production support test processes unless the MVA agrees in writing to a change in these processes. The TO Contractor shall identify, in the weekly Progress report, any occurrences in which the test environments or test processes were not used and document the reasons why they could not be used.

2.2.1.3 Provide, during the support period, all routine and preventive maintenance services including application component upgrades (installing new updates, upgrades and patches to DLS COTS software, MS Windows Infrastructure and DLS customized applications software, Crystal Reports, ClearCase, and others); and testing documentation, and training documentation for releases during the support period for the DLS systems. An example of MS Windows Infrastructure and applications software maintenance is that DLS may need additional upgrading from VB 6.0 COM+ objects to C#.Net while maintaining the existing COM+ framework. Other routine maintenance may include changes that will be needed to migrate from Window 2000 to a Windows XP client or higher on the workstations, and from Windows 2000 to Windows 2003 on the servers. Purchase of licenses for any new COTS software releases will be the responsibility of the MVA and are normally done only when a new release is made. All DLS custom software is owned by the MVA. If a critical problem occurs that requires some of the MVA technical staff to come back into work outside of the normal workday, some of the TO Contractor’s team shall
be required to also come back into work outside of the normal workday to support the MVA team. The TO Contractor’s team’s response times to critical problems shall be equal to the MVA’s team’s response times to the same problem. The TO Contractor shall document in the weekly Progress report the routine and preventive maintenance services accomplished during the previous week.

2.2.1.4 Troubleshoot DLS system problems, repair software bugs and maintain the customized DLS software application and other DLS system software components for servers, workstations, internal interfaces to the IBM mainframe, and other interfaces to external systems as reported in the MDOT Helpdesk job tracking system known as Computer Associates’ Unicenter software. All installations of the DLS software applications shall be supported on all servers and workstations that are the property of the MVA. The MVA applications software support section, after receiving a problem call from the MDOT Helpdesk, uses Serena PVCS to record and track the progress of fixing recorded application software problems. The TO Contractor shall use the MVA PVCS in conjunction with MVA in tracking application software corrections. The MDOT Helpdesk will forward DLS problems to a contact person in the MVA application support division, Business Systems Management (BSM). If it is a DLS application problem, the BSM contact will electronically send the problem to the manager of the DLS support team who will enter it into PVCS, determine its urgency, and electronically notify the TO Contractor’s contact. The TO Contractor manager will then assign it to one of the TO Contractor’s staff. MVA will determine the work priority of the problems (or any enhancements). If a critical problem occurs that requires some of the MVA technical staff to come back into work outside of the normal workday, some of the TO Contractor’s team shall be required to also come back into work outside of the normal workday to support the MVA team. The TO Contractor’s team’s response times to critical problems shall be equal to the MVA’s team’s response times to the same problem. The TO Contractor shall document, as a separate section in the weekly Progress report, the DLS system’s corrected problems, repaired software bugs and custom software maintenance services accomplished during the previous week.

2.2.1.5 Modify DLS software components or make system changes as may be required by State or Federal legislation or other MVA initiatives. Requirements for these modifications shall be developed, deliverables identified, and a Change Request (CR) prepared by the TO Contractor to document the work effort. After the MVA Change Control Board (or Project Manager if the work effort is under 160 hours) approves the changes, the modifications will be performed by the selected TO Contractor’s on-site staff in conjunction with MVA staff. All CR work that can be performed during the normal work hours and with the TO Contractor’s on-site staff shall be within the scope of the TO Agreement and as such, will not increase the cost of the contract. The development of any new functionality (any approved CR work) for DLS shall conform to and produce the appropriate deliverables identified in the Maryland Department of Budget and Management (DBM) System Development Lifecycle (SDLC) methodology.

2.2.1.6 Adhere to the MVA OIR standards. Any deviation from a standard is subject to approval in accordance with OIR Standard 11.2.5, Technical Standards Exemptions. Access to specific standards will be made available upon request. The TO Contractor shall identify, in the weekly Progress report, any occurrences in which the OIR standards were not used and document the reasons why they could not be done.
2.2.1.7 Provide Applications Software Support staff who are technically qualified in the support and development of complex object oriented VB.Net/ C#.Net 2003 systems based on the full use of Microsoft products and who can directly work with MVA technical employees and DLS users to respond to application questions or problems. The MDOT Quality Assurance Division will run DLS code to be released through Battlemap or other MVA quality assurance software to determine the efficiency and maintainability of the new or modified code. The resulting report will be reviewed by the TO Contractor and TO Manager to determine quality of the TO Contractor support.

2.2.1.8 Provide, to the Contactor’s on-site staff, their Company’s internal expertise for help in resolving problems that may be beyond the TO Contractor’s on-site staff skill level. The TO Contractor shall document in the weekly Progress report any TO Contractor’s internal expertise needed during the previous week, in resolving problems that were beyond the TO Contractor’s on-site staff’s.

2.2.1.9 Locate, during the hours of work (the principal period of support for the MVA is Monday through Friday between the hours of 8:00 AM to 5:00 PM), all TO Contractor software support staff at the MVA Glen Burnie Headquarters (except for holiday or approved leave) in order to receive and respond to question and problem requests from the MVA Helpdesk. Some off-hour response, where the TO Contractor’s staff shall be required to return to the MVA Headquarters building, may be needed depending on the critical level of the application support problem. Each member of the TO Contractor’s staff will provide to the TO Contractor a telephone number where they can be reached in an emergency situation. The TO Contractor shall develop a Communication Plan with the contact information, present it at the Kick-Off Meeting, and keep it updated throughout the project. All MVA Helpdesk application support calls will go to OIR BSM (the MVA application software support section) where it will be assigned to a work group consisting of the selected TO Contractor’s person(s) and MVA person(s). The selection of the appropriate TO Contractor’s person(s) is the responsibility of the TO Contractor’s on-site Project Manager.

2.2.1.10 Provide, through the TO Contractor’s Applications Software Support staff to the MVA, comprehensive electronic and paper problem and resolution reports for progress monitoring. A weekly “Error and Correction Report” will be produced by the TO Contractor and submitted to the TO Manager electronically every Monday by 3PM that provides a detailed list of all system issues reported in the past week and the current progress of those issues (open and closed items) and summary statistics such as number of problems received and fixed, and any outstanding problems and progress. A weekly “DLS Progress Report” and meeting will show identification of serious problems or issues for discussion. The progress report is addressed in Section 2.6.1. Additionally, the TO Contractor shall provide written notification to the MVA Contracts and Procurement Manager when the TO Contractor reaches 75% of the fixed price or 75% of the ceiling for time and materials.

2.2.1.11 Continue to update, on a monthly basis, the existing Software Support Maintenance Manual for the DLS system providing definitions of the software support environment, roles and responsibilities of the support personnel and other important information (See DBM Website SDLC, Volume 4, Page 32). The updates are to add additional information that the TO
Contractor’s staff has learned about the system or changes to the system during the previous month. The TO Contractor shall deliver within five days from the end of the month, an updated copy of the Software Support Maintenance Manual for the DLS system to the MVA TO Manager including a summary page of what new updates were made during the previous month.

2.2.1.12 Use the Change Order process (Section 2.7) for any required modifications and new functionally that cannot be completed during the principal period of support by the TO Contractor’s on-site staff. The TO Contractor shall document as a separate section in the weekly Progress report, a summary of any DLS system’s required modifications and new functionally accomplished during the previous week.

2.2.1.13 Provide application software support professionals to work hands-on, one-on-one with MVA application software support technical employees for knowledge transfer purposes to address DLS system application and related application software when bugs are fixed and when new enhancements and new software is developed and implemented due to legislation. This interaction shall be for all phases of the application work needed (research code, write code, test changes, compile code, and create the finished executables for the production environment) and, except for unique circumstances as determined and waived in writing by MVA management, will be an on-going TO Contractor activity. The TO Contractor shall keep a “Daily Mentoring Calendar Log - Application Software Mentoring” that will show the date and times for the began and ended mentoring work, the TO Contractor’s staff name, the MVA staff name(s) that worked with TO Contractor staff on any particular day for any reason and the reason. The format of the log should be a one page monthly calendar with the MVA names entered into the particular days of the calendar. The “Daily Mentoring Calendar Log – Application Software Mentoring.” will be given electronically to the MVA TO Manager or his designate at the end of each month.

2.2.1.14 Provide a database support professional for knowledge transfer purposes for the DLS systems to work with the MVA Database Administration staff in a hands-on manner, one-on-one, or one-to-many as determined by MVA management. The TO Contractor shall keep a “Daily Mentoring Calendar Log - Database Mentoring” that will show the date and times for the began and ended mentoring work, the TO Contractor’s staff name, the MVA staff name(s) that worked with TO Contractor staff on any particular day for any reason and the reason. The format of the log should be a one page monthly calendar with the MVA names entered into the particular days of the calendar. The “Daily Mentoring Calendar Log - Database Mentoring” will be given electronically to the MVA TO Manager or his designate at the end of each month.

2.2.1.15 Provide staff with the Application Software Support Skills and Experience Level Requirements specified in Section 2.3.

2.2.1.16 When developing new DLS system functionality, provide formal verbal and written instruction (not the same as Mentoring) along with a training schedule, locations, materials and curriculum on how to utilize the new functionality to a minimum of three MVA State employees who will in turn, train other State employees, i.e., train-the-trainers-approach. The MVA TO Manager shall approve the train-the-training schedule, locations, materials and curriculum.
2.2.1.17 When developing any type of DLS system change that is to be released into the production environment, provide, electronically and on or before user acceptance testing, production environment implementation strategies and procedures.

2.2.2 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but 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.
E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall document such delivery by the an Agency Receipt of Deliverable Form (Attachment 7). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 8). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State’s issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.5 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:
A) Be presented in a format appropriate for the subject matter and depth of discussion.

B) Be organized in a manner that presents a logical flow of the deliverable’s content.

C) Represent factual information reasonably expected to have been known at the time of submittal.

D) Present information that is relevant to the Section of the deliverable being discussed.

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

### 2.2.3 DELIVERABLE/DELIVERY SCHEDULE

<table>
<thead>
<tr>
<th>Del. ID</th>
<th>Deliverables</th>
<th>TORFP Reference Section</th>
<th>Expected Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2.3.1</td>
<td>Provide the following on-going work effort starting at NTP and continuing throughout the TO Contract:</td>
<td></td>
<td>NTP to December 31, 2010</td>
</tr>
<tr>
<td></td>
<td>• Application software support is optimally and reliably used; review TO Contractor work is not causing DLS application problems and document the results in Progress report</td>
<td>Section 2.2.1.1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Use MVA created environments for support performed; document any exceptions in Progress Report</td>
<td>Section 2.2.1.2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Provide routine and preventive maintenance software support that includes DLS Application component upgrades; document in the Progress report</td>
<td>Section 2.2.1.3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Troubleshoot problems, bugs, and maintain application software for the customized DLS Application; document in the Progress report</td>
<td>Section 2.2.1.4</td>
<td></td>
</tr>
<tr>
<td>Task</td>
<td>Section</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------------------</td>
<td>--------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Modify system as required for new functionality, Legislation, MVA Initiatives; prepare change requests, secure approvals, use SDLC and modify the DLS Application for system enhancements; document in the Progress report</td>
<td>2.2.1.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OIR standards used; reason why not documented in Progress report</td>
<td>2.2.1.6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide Applications Software Support staff that are qualified technical employees; run code quality control software; review acceptability by TO Manager and TO Contractor</td>
<td>2.2.1.7, 2.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide, to the on-site staff, their Company’s internal expertise; document in Progress report</td>
<td>2.2.1.8, 2.4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Locate all software support staff on-site at the Glen Burnie Headquarters; develop and update a Communication Plan</td>
<td>2.2.1.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hold weekly progress meetings; produce weekly Progress/Error and Correction Reports</td>
<td>2.2.1.10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Produce monthly updates to Software Support Maintenance Manual; give monthly updated copy including summary of new update to TO Manager</td>
<td>2.2.1.11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Update Gantt charts and review at the Progress meeting</td>
<td>2.6.1.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TO Contractor’s staff mentors MVA technical employees; Daily Mentoring Log –Application Mentoring; Daily Mentoring Log –Database Mentoring</td>
<td>2.2.1.13, 2.2.1.14</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
• Provide staff with the Application Software Support Skills and Experience Level Requirements
  Section 2.2.1.15, Section 2.3

• Develop/supply formal training on how to use new functionality
  Section 2.2.1.116

• Provide an implementation strategy and procedures when developing any type of system changes that are released into the Production environment
  Section 2.2.1.17

2.2.3.2 Hold Kick-Off meeting; produce/give minutes within one week to TO Manager
  Section 2.2.1.3
  NTP + 5 days

2.2.3.3 Provide required CR, modifications, new functionality, off-hour work; document in the Progress report
  Section 2.2.1.12
  NTP to December 31, 2010

2.2.3.4 Participate in Transition period (prior to October 2006)
  Section 2.6.1.3
  NTP + 30 days

2.2.3.5 Develop, submit, and execute a transition plan to transition to the MVA or new TO Contractor
  Section 2.6.1.4
  August 1, 2010 to December 31, 2010

2.2.4 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:


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.

F) If the TO Contractor creates, supplies, or purchases hardware, software, or communications needed for the DLS support, with the TO Manager’s written agreement, that require a licensing agreement, the licensed agreement is be to in the MVA’s name and any hard-copy licenses received shall be given to the MVA TO Manager. All licensing agreements for DLS systems are to be perpetual and non-revocable except where COTS and third party components are used. The licenses for all licensable software will be owned by the MVA.

2.2.5 ADDITIONAL FTP SERVER INFORMATION

The MDOT Secure FTP server (Attachment 13) also contains additional information:

A) Battlemap Scores

B) Complete Program list

The User ID is APPTORFP and the password is tspdbmmv.

2.3 TO CONTRACTOR STAFF EXPERTISE REQUIRED

The TO Contractor shall demonstrate a level of expertise in the following areas:

2.3.1 APPLICATION SOFTWARE SUPPORT PROFESSIONALS

2.3.1.1 The MVA has a staff of six (6) technicians that are assigned to the DLS application support and will be working in a one-on-one ratio with the TO Contractor’s staff. In addition to the six MVA technicians, there will be a technical MVA Project Manager. As such, the Master Contractor shall propose, at minimum, six application support professionals and one technical Project Manager.

2.3.1.2 Each of the TO Contractor’s application support technicians and the TO Contractor Project Manager must have, at minimum, five (5) years experience in the Windows environment and be, at minimum, knowledgeable in five (5) of the fifteen (15) skill categories stated below for an Application Software Support Professional. The Project Manager must also have ten (10) years experience in project management.

2.3.1.3 In addition, the TO Contractor’s application support technicians, as a team, must be expert in all the skill categories listed below. One team member may be an expert in Visual Basic 6.0, Visual Studio.NET 2003, 2005 programming, Event-driven application programming, and Windows Application GUI programming, with another team member an expert in COM+ and ActiveDirectory, and so on throughout the categories list.
2.3.1.4 For their proposed staff, the Master Contractor shall submit a matrix (Attachment 14) that will show that, when the skills of the whole team are considered, there is at least one expert and one knowledgeable technician (total of, at least, two separate people) in all skill categories stated below. At minimum, the skill categories required are:

A) Visual Basic 6.0, Visual Studio.NET 2003, 2005 programming
B) Visual C++, C++.Net, C#.Net programming
C) ADO programming
D) ASP programming
E) Event-driven application programming
F) Windows Application GUI programming
G) COM+ development
H) Active Directory
I) Object-Oriented Analysis and Design
J) UML diagrams
K) Windows API and infrastructure programming
L) Client/Server application programming in the Windows Computing Platform
M) Microsoft Enterprise Edition SQL Server programming
N) Crystal Reports programming
O) ClearCase (use from an application support view)

2.3.2 DATABASE ADMINISTRATOR PROFESSIONAL

2.3.2.1 The MVA has a staff of three database administrator (DBA) technicians who are assigned to DLS DBA support and who have MS DBA training and, at minimum, approximately two years experience in MS SQL Server 2000 Enterprise Edition. The MVA DBA staff will not need a one-on-one ratio with the selected TO Contractor’s staff. As such, the TO Contractor shall propose, at minimum, one DLS DBA management support technician. The TO Contractor’s DBA support technician shall have MCDBA certification and have, at minimum, six (6) years experience in the skill categories below and be expert in MS SQL Server 2000 Enterprise Edition.

A) Installing, configuring, and administering Microsoft SQL Server 2000 Enterprise Edition (V8.00.819)
B) Designing and implementing databases with Microsoft SQL Server 2000 Enterprise Edition
C) Using the full analysis capabilities of Microsoft SQL Server 2000 Enterprise Edition
D) Database performance tuning and monitoring
E) Database capacity planning (growth and changes)

2.3.2.2 The TO Contractor’s DBA will need to know and be able to use all MCDBA Microsoft SQL Server 2000 Enterprise Edition skills on a daily basis.
2.4  TO CONTRACTOR 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 services.

2.4.1  OVERVIEW OF THE TO CONTRACTOR’S EXPERIENCE

An overview of the TO Contractor’s experience and capabilities rendering services similar to those included in this CATS TORFP shall include:

2.4.1.1 Corporate size, length of time the corporation has been providing application software support services, key business partners, and the number of employees dedicated to providing application software support services.

2.4.1.2 Technical skills and certifications of the TO Contractor’s employees associated with providing application software support services.

2.4.1.3 System management of application software support services of a large-scale development/production environment.

2.4.2  REFERENCES

Refer to Section 3.2.1 Item E, Master TO Contractor and Subcontractor Experience and Capabilities.

2.5  INVOICING

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 TO Manager.

The Deliverables that run the full duration of the TO (application support services.) shall be invoiced in equal monthly amounts based on the TO Contractor’ proposed cost for the deliverable. The Deliverables that are a short-term activity (Transition Period, Kick-off Meeting, etc.) shall be invoiced after the activity has been successfully completed and delivered.

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.

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 TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 8, is not submitted.
2.5.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

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

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 8, for each deliverable being invoiced) submitted for payment to the Maryland Motor Vehicle Administration at the following address:

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

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

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

2.6 PROJECT MANAGEMENT AND MBE

2.6.1 PROJECT MANAGEMENT

2.6.1.1 The TO Contractor and the Maryland Motor Vehicle Administration shall conduct weekly progress meetings. A one week project progress report shall be submitted one day in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

   TO Requesting Agency name, TO Number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.

   A) Work accomplished during the prior week
   B) Deliverable progress, as a percentage of completion
C) Problem areas including scope creep or deviation from the work plan
D) Planned activities for the next reporting period
E) Gantt chart, using Microsoft Project 2000, updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule. The first update shall be immediately following the TORFP award, and reviewed with the MVA at the kick-off meeting. When preparing the Gantt chart, the TO Contractor shall allow a minimum of 5 business days for each and every MVA review of all deliverables unless stated otherwise in specific task descriptions. The Gantt chart shall show not only the TO Contractor tasks, but also MVA tasks (e.g. review of deliverables)
F) 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
G) Other various reporting requirements identified in Section 2.

2.6.1.2 Update the DLS system baseline Gantt chart submitted with the Proposal, using Microsoft Project 2000, immediately following the TORFP award, and shall review it with the MVA at the kick-off meeting and provide and review subsequent updates at the weekly Progress meeting. When preparing the Gantt chart, the TO Contractor shall allow a minimum of 5 business days for each and every MVA review of all deliverables unless stated otherwise in specific task descriptions. The Gantt chart shall show not only the TO Contractor tasks, but also MVA tasks (e.g. review of deliverables).

2.6.1.3 Coordinate and work closely with the MVA technical staff and current DLS TO Contractor’s staff at MVA headquarters during a transition time frame (prior to October 2006) to learn the customized DLS applications, database, system design, and architecture so that the selected TO Contractor will be able to better provide the application software support required in this request TORFP.

2.6.1.4 Develop, submit and execute a transition plan (TO Contractor’s on-site team works with the new TO Contractor’s team and/or the MVA team) and procedures for transitioning the application software support to the MVA or a third party vendor at the end of the TO Contractor’s contract period. The selected TO Contractor shall execute the plan at no additional cost.

2.6.2 MBE

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the Master Contract. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5 to the Motor Vehicle Administration, at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to the Motor Vehicle Administration. The Motor Vehicle Administration will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. Contractors shall email completed forms to the Motor Vehicle Administration to:
2.7 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 TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

2.8 SECURITY AND CONFIDENTIALITY

In addition to all security and confidentiality conditions required by the CATS Master contract, the TO Contractor shall comply with the following.

2.8.1 MVA PRIVACY PROTECTION POLICY

The TO Contractor shall sign the MVA Privacy Protection Policy (Attachment 11).

2.8.2 SECURITY CLEARANCE

The TO Contractor shall obtain a Criminal Justice Information System (CJIS) and Federal criminal background check, including fingerprinting, for each individual performing services under this TORFP. The TO Contractor shall provide certification to the MVA that the TO Contractor has completed the required CJIS criminal background checks and that the TO Contractor’s employees assigned to this TORFP have successfully passed this check. The state reserves the right to refuse any individual employee to work on State premises, based upon certain specified criminal convictions, as specified by the State. See the CATS Master Contract (RFP section 2.5.3.2 Security Clearance) for details.
SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each TO Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each TO Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to TO Master Contractors explaining why the TO Master Contractor will not be submitting a proposal.

3.2 FORMAT

If a TO Master Contractor elects to submit a TO Proposal, the TO 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

A) Proposed Services – Work Plan

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

2) Assumptions: A description of any assumptions formed by the TO Master Contractor in developing the Technical Proposal.

3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.

4) Proposed Solution: A description of the TO Master Contractor’s proposed solution to accomplish the specified work requirements.

5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.

6) 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 2.6.1).

7) 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.

8) Acceptance Criteria: A statement acknowledging the TO Master Contractor’s understanding of the acceptance criteria.
B) Proposed Personnel
   1) Identify and provide resumes for all proposed personnel by labor category.
   2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
   3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.
C) MBE Participation
   1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
D) Subcontractors
   1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
E) Master Contractor and Subcontractor Experience and Capabilities
   1) 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:
      a) Name of organization.
      b) Name, title, and telephone number of point-of-contact for the reference.
      c) Type, and duration of contract(s) supporting the reference.
      d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
      e) Whether the 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.
   2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
      a) The State contracting entity,
      b) A brief description of the services/goods provided,
      c) The dollar value of the contract,
      d) The term of the contract,
      e) Whether the contract was terminated prior to the specified original contract termination date,
      f) Whether any available renewal option was not exercised,
      g) The State employee contact person (name, title, telephone number and e-mail address.
This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

F) Proposed Facility
   1) Identify TO Master Contractor’s facilities, including address, from which any off-site support work will be performed.

G) State Assistance
   1) Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality
   1) A TO Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. TO 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.

I) MVA Mentoring
   1) Statement that the TO Master Contractor understands the mentoring of the MVA staff by the TO Master Contractor’s staff requirement, that the TO Master Contractor’s staff are aware that mentoring is a requirement, and that the selected TO Master Contractor is committed to providing the mentoring.

J) TO Master Contractor Internal Expertise
   1) Discuss the process that will allow the TO Master Contractor’s on-site staff to receive help from the TO Master Contractor’s internal expertise in resolving problems beyond the on-site staff’s expertise (Section 2.2.1.8).

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

A) A description of any assumptions on which the Master Contractor’s Financial Proposal is based.

B) Completed Financial Proposal - Attachment 1 including:
   1) Fixed-price dollar figures rounded to the nearest whole dollar.
   2) The information should continue, as necessary and appropriate, to cover all Milestones and Deliverables.
   3) List all deliverables, even those not separately priced (NSP).
C) For evaluation purposes, the TO Contractors shall propose T&M costs of application software support services for non-prime hours, based on 1000 total hours of work. The MVA shall be responsible for payment only for actual hours worked. The work effort shall be defined and documented through a Change Request.

D) The TO Contractor shall produce the estimated reduction and percentage of cost reduction to the Total Price that can occur when the replacement of all MVA locations is finished for that one identified piece of equipment. Use the Cost Proposal Worksheet for the estimated decreased cost.
SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible TO 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 equal order of importance.

4.2.1 Judged quality and completeness of the TO Contractor’s understanding of the CATS TORFP’s requirements and risk mitigation solutions.

4.2.2 Judged quality and completeness of the TO Contractor’s submitted solution to this CATS TORFP.

4.2.3 Evaluated past performance on engagements provided as reference accounts in the Contractor’s Technical Proposal to the TORFP or other engagements not provided in the Technical Proposal but known to the State, especially previous task orders prepared under the Master Contract.

4.2.4 Evaluated qualifications of the personnel proposed to meet the qualifications set forth in the Master Contract and the skill levels required in 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, technical merit has greater merit.

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.
## ATTACHMENT 1 - PRICE PROPOSAL

**CATS TORFP # J00P6200016**

|--------|------------------------------------------------------------------------------|-------------------------|------------------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|---------------------|
| 2.2.3.1| Provide on-going work effort starting at NTP and continuing throughout the TO Contract  
For evaluation purposes:  
Assume that the start date for this deliverable is November 1, 2006 and the end date is December 31, 2010 | Section 2.2.1.1  
Section 2.2.1.2  
Section 2.2.1.3  
Section 2.2.1.4  
Section 2.2.1.5  
Section 2.2.1.6  
Section 2.2.1.7  
Section 2.3  
Section 2.2.1.8  
Section 2.4  
Section 2.2.1.9  
Section 2.2.1.10  
Section 2.2.1.11  
Section 2.6.1.2  
Section 2.2.1.13  
Section 2.2.1.14  
Section 2.2.1.15  
Section 2.2.1.16  
Section 2.2.1.17 | | | | | | | |
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<tr>
<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td>2.2.3.1</td>
<td>Total Proposed Price (A+B+C+D+E above)</td>
</tr>
<tr>
<td>2.2.3.2</td>
<td>Hold Kick-Off meeting; produce/give minutes within one week to TO Manager</td>
</tr>
<tr>
<td>2.2.3.3</td>
<td>Provide required CR, modifications, new functionality, off-hour work (use 1000 hours over the life of the TO Contract to calculate cost); document in the Progress report</td>
</tr>
<tr>
<td>2.2.3.4</td>
<td>Participate in Transition period (prior to October 2006)</td>
</tr>
<tr>
<td>2.2.3.5</td>
<td>Develop, submit, and execute a transition plan to transition to the MVA or new TO Contractor</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>A) Total Price Calendar year 2006 (Monthly Price x 2 months)</th>
<th>B) Total Price Calendar year 2007 (Monthly Price x 12 months)</th>
<th>C) Total Price Calendar year 2008 (Monthly Price x 12 months)</th>
<th>D) Total Price Calendar year 2009 (Monthly Price x 12 months)</th>
<th>E) Total Price Calendar year 2010 (Monthly Price x 12 months)</th>
<th>Total Yearly Price Calendar year 2006</th>
<th>Total Yearly Price Calendar year 2007</th>
<th>Total Yearly Price Calendar year 2008</th>
<th>Total Yearly Price Calendar year 2009</th>
<th>Total Yearly Price Calendar year 2010</th>
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Deliverable 2.2.3.1 Total Proposed Price (A+B+C+D+E above)

Overall Total Proposed Fixed Price
Work Sheet for Deliverable 2.2.3.3
Time And Materials Cost For Additional Functionality and Off-hour Work Based on 1000 Hours.
(Use Total E below for cost of Deliverable 2.2.3.3 above. 1000 hours is solely for evaluation purposes. Actual Time and Materials hours will be determined by the requested modifications or off-hour work.)

<table>
<thead>
<tr>
<th>Labor Categories for Task Orders</th>
<th>TO Contractor Supplied Appropriate Categories</th>
<th>Hourly Unit Price (B)</th>
<th>Proposed Labor Hours Quantity (C)</th>
<th>Total (D) (B) x (C)= (D)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Manager</td>
<td></td>
<td>$</td>
<td>200</td>
<td>$</td>
</tr>
<tr>
<td>2. Expert Application Software Support Professional(s)</td>
<td></td>
<td>$</td>
<td>600</td>
<td>$</td>
</tr>
<tr>
<td>3. Expert DBA Professional</td>
<td></td>
<td>$</td>
<td>200</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Total Mod. and Off-hour Time and Material (E): Insert total in row for Deliverable ID 2.2.3.3 above.</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

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

---

Authorized Individual Name

Company Name

Title

Company Tax ID #

Submit This with the Financial Response
Purpose

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE GOALS AND SUBGOALS

☐ An MBE subcontract participation goal of 30 percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterpises

OR

☐ An overall MBE subcontract participation goal of ___ percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

☐ A sub-goal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.

☐ A sub-goal of ___ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

♦ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.

♦ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.
A bidder or offeror must include with its bid or offer:

1. A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.

2. A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment D-1 and Attachment D-2 at the time of submittal of the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer:

1. Outreach Efforts Compliance Statement (Attachment D-3)
2. Subcontractor Project Participation Statement (Attachment D-4)
3. If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any sub-goal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
4. Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.
CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a separate report (Attachment D-5) for each subcontractor that lists: a) all payments made to the MBE subcontractor during the previous 30 days, and, b) any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.

2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report (Attachment D-6) that identifies the prime contract and lists: a) all payments received from the prime Contractor during the previous 30 days, and, b) any outstanding invoices, and the amount of those invoices.

3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State’s representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.

5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Attachments

D-1 Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
D-2 MBE Participation Schedule (must be submitted with bid or offer)
D-3 Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
D-4 Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
D-5 Prime Contractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the Prime Contractor)
D-6 Subcontractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the MBE subcontractor)
Attachment 2 Form D-1
Certified MBE Utilization and Fair Solicitation

AFFIDAVIT

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. J00P6200016, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30 percent. 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 I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposals), 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 D-2) with the bid or 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 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 Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If I am the apparent awardee, I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract 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.

_________________________________  _________________________________________
Bidder/Offeror Name  Signature of Affiant

________________________________  __________________________________________
Address  Printed Name, Title

________________________________
Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL
Attachment 2 Form D-2
MBE Participation Schedule
(for submission with bid or proposal)

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

<table>
<thead>
<tr>
<th>Prime Contractor (Firm Name, Address, Phone)</th>
<th>Project Description</th>
</tr>
</thead>
</table>

Project Number  **J00P6200016**

List Information For Each Certified MBE Subcontractor On This Project

<table>
<thead>
<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Work To Be Performed/SIC</th>
<th>Percentage of Total Contract</th>
</tr>
</thead>
</table>

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</table>

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 Form D-2

**MBE Participation Schedule (continued)**

<table>
<thead>
<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Work To Be Performed/SIC</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Percentage of Total Contract</strong></td>
<td></td>
</tr>
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</table>

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<td></td>
</tr>
<tr>
<td><strong>Percentage of Total Contract</strong></td>
<td></td>
</tr>
</tbody>
</table>
In conjunction with the bid or offer submitted in response to Solicitation No.J00P6200016, I state the following:

1. Bidder/Offeror 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. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)

   ☐ This project does not involve bonding requirements.

5. ☐ Bidder/Offeror did/did not attend the pre-bid/proposal conference

   ☐ No pre-bid/proposal conference was held.

__________________________________ By: ___________________________________
Bidder/Offeror Name     Name

__________________________________  ___________________________________
Address      Title

___________________________________  
Date
Attachment 2 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 State contract in conjunction with Solicitation
Prime Contractor Name

No. J00P6200016, it and ________________________, MDOT Certification No.________.,
Subcontractor Name

intend to enter into a contract by which subcontractor shall:

(describe work) ______________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
_________________________________________________________________________________________
____________________________________________________________________________

☐ 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
These instructions are meant to accompany the customized reporting forms sent to you by the Procurement Officer for the contract referenced above. If, after reading these instructions, you have additional questions or need further clarification, please contact the Department's MBE Liaison at mcarter@mdot.state.md.us or (410) 787-7861.

1. As the prime 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 meet the MBE participation requirements established for this contract. Part of that requirement, as outlined in the contract, includes submission of monthly MBE payment reports to the State. Reporting forms D-5 (Prime Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.

2. The prime contractor must complete a separate form D-5 for each MBE subcontractor (each subcontractor reference herein means MBE subcontractor) for each month of the contract and submit one copy to the location(s) 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. It is preferred that the signed report be submitted in PDF or Word format with an electronic signature, however, reports sent via postal delivery are acceptable. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month. For Statewide master contracts where contractors must compete for individual Task Order awards, only those prime contractors who have been awarded a Task Order Contract (TOC) and have received a Purchase Order from the State are required to submit monthly reports along with their subcontractors.

3. The prime contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of form D-6. The prime contractor should make sure that the subcontractor receives all the information necessary to complete the D-6 form properly, i.e., all of the information located in the upper right corner of the D-5 form. It may be wise to enter the information on form D-6 for the subcontractor’s convenience. This will help to minimize any confusion for those who receive and review the reports and will ensure that your company/firm receives proper credit for all MBE payments.

4. It is the responsibility of the prime 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 monthly D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the prime contractor cannot and will not be given credit for subcontractor payments, regardless of the prime contractor’s proper submission of the D-5 reports. The Department’s MBE Liaison will contact the prime contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. Any changes to the prime contractor’s MBE plan (MBE Participation schedule) after contract commencement must be requested in writing to the Procurement Officer and may not be implemented until approval has been received. 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 Form D-5

**Maryland Department of Transportation**

**Minority Business Enterprise Participation**

**Prime Contractor Paid/Unpaid MBE Invoice Report**

<table>
<thead>
<tr>
<th>Report #:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Period (Month/Year):</td>
<td></td>
</tr>
</tbody>
</table>

**Report is due by the 15th of the following month.**

**Contract #: ______________________________**

**Purchase Order #: _________________________**

**Contracting Unit: __________________________**

**Contract Amount: ___________________________**

**MBE Subcontract Amt: ________________________**

**Project Begin Date: _________________________**

**Project End Date: ___________________________**

**Services Provided: __________________________**

**CATS TORFP # J00P6200016**

<table>
<thead>
<tr>
<th>Prime Contractor:</th>
<th>Contact Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>ZIP:</td>
<td>Phone:</td>
</tr>
<tr>
<td>FAX:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subcontractor Name:</th>
<th>Contact Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td>FAX:</td>
</tr>
</tbody>
</table>

**Subcontractor Services Provided:**

<table>
<thead>
<tr>
<th>List all payments made to MBE subcontractor named above during this reporting period:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
</tr>
</tbody>
</table>

**Total Dollars Paid: $____________________________**

<table>
<thead>
<tr>
<th>List dates and amounts of any outstanding invoices:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
</tr>
</tbody>
</table>

**Total Dollars Unpaid: $__________________________**

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

**Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):**
ATTACHMENT Form D-6
Maryland Department of Transportation
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: __________________

Reporting Period (Month/Year): ________________

Report is due by the 15th of the following month.

Contract #: ____________________________
Purchase Order #: ________________________
Contracting Unit: ________________________
Contract/PO Amount: ______________________
MBE Subcontract Amount: __________________
Project Begin Date: ________________________
Project End Date: _________________________
Services Provided: _________________________
CAT TORFP #: J00P6200016

MBE Subcontractor Name:

MDOT Certification #:

Contact Person:

Address:

City: __________________ State: _______ ZIP: _______

Phone: __________________ FAX: __________________

Subcontractor Services Provided:

List all payments received from Prime Contractor during this reporting period.
1.
2.
3.
4.
Total Dollars Paid: $__________________

List dates and amounts of any outstanding invoices.
1.
2.
3.
4.
Total Dollars Unpaid: $__________________

Prime Contractor: __________________ Contact Person: __________________

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):
<table>
<thead>
<tr>
<th>Minnie Carter, MBE Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motor Vehicle Administration</td>
</tr>
<tr>
<td>Minority Business Enterprise Office</td>
</tr>
<tr>
<td>6601 Ritchie Highway, NE</td>
</tr>
<tr>
<td>Glen Burnie, MD 21062</td>
</tr>
<tr>
<td><a href="mailto:mcarter@mdot.state.md.us">mcarter@mdot.state.md.us</a></td>
</tr>
</tbody>
</table>
This Task Order Agreement ("TO Agreement") is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Maryland Department of Transportation Motor Vehicle Administration (MVA).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
   a. "Agency" means the MVA, as identified in the CATS TORFP # J00P6200016.
   b. "CATS TORFP" means the Task Order Request for Proposals # J00P6200016, 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 Walter E. Bayne. 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 MVA 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 J. Ronald Thiemeyer 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.

2. Scope of Work

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

2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS 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
2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

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

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed 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.

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

4.3 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 MVA Accounts Payable Unit with a copy to the MVA TO Manager.

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.
IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC   Date

Witness: _______________________

STATE OF MARYLAND, MVA

By: Walter E. Bayne, TO Procurement Officer   Date

Witness: _______________________

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ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

Date:____________________ By:______________________________________

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE
ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

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

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

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

   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.

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

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

6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
<table>
<thead>
<tr>
<th>Proposed Individual’s Name/Company:</th>
<th>How does the proposed individual meet each requirement?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</strong></td>
<td></td>
</tr>
<tr>
<td>Education:</td>
<td>(Insert the education description from the CATS RFP from Section 2.3 for the applicable labor category.)</td>
</tr>
<tr>
<td>Experience:</td>
<td>(Insert the experience description from the CATS RFP from Section 2.3 for the applicable labor category.)</td>
</tr>
<tr>
<td>Duties:</td>
<td>(Insert the duties description from the CATS RFP from Section 2.3 for the applicable labor category.)</td>
</tr>
</tbody>
</table>

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-PROPOSAL CONFERENCE

Driving directions for MDOT Headquarters

7201 Corporate Center Dr.
Hanover, Md. 21076

**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 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Application Software Support and Mentoring for the Driver License and Related Systems

TO Agreement Number: # J00P6200016

Title of Deliverable: _______________________________________________________

TORFP Reference Section # ______________________

Deliverable Reference ID # ______________________

Name of TO Manager:  J. Ronald Thiemeyer, TO Manager

__________________________________ __________________________________
TO Manager Signature    Date Signed

Name of TO Contractor’s Project Manager: __________________________________

__________________________________ __________________________________
TO Contractor’s Project Manager Signature Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.
ATTACHMENT 8 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Motor Vehicle Administration
TORFP Title: Application Software Support and Mentoring for the Driver License and Related Systems
TO Manager: J. Ronald Thiemeyer; Work Phone: (410) 768-7686

To:

The following deliverable, as required by TO Agreement # J00P6200016, has been received and reviewed in accordance with the TORFP.

Title of deliverable: ____________________________________________________________
TORFP Contract Reference Number: Section # __________
Deliverable Reference ID # _________________________

This deliverable:

☐ Is accepted as delivered.

☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

__________________________________  _________________________________
TO Manager Signature      Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.
ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the “Agreement”) is made this ___ day of ________ 200_, by and between ___________________________ (hereinafter referred to as “the OFFEROR ”) and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP # J00P6200016 for Application Software Support and Mentoring for the Driver License and Related Systems. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited to _____________________. 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 TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.

2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.

3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Walter E. Bayne, Maryland Department of Transportation Motor Vehicle Administration on or before the due date for Proposals.

4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.

5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

6. This Agreement shall be governed by the laws of the State of Maryland.

7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than $20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

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

OFFEROR: ___________________________ BY: _________________________________
NAME: __________________________________ TITLE: _______________________________
ADDRESS:_______________________________________________________________________

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP
ATTACHMENT 10 – 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 Maryland Department of Transportation Motor Vehicle Administration (the "Department"), and ____________________ ("TO Contractor"), a corporation with its principal business office located at _________________________________ and its principal office in Maryland located at ________________________________.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for Application Software Support and Mentoring for the Driver License and Related Systems TORFP No. J00P6200016 dated release date for TORFP, (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:**

<table>
<thead>
<tr>
<th>Name:__________________________</th>
<th>Name:__________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:___________________________</td>
<td>Title:___________________________</td>
</tr>
<tr>
<td>Date:___________________________</td>
<td>Date:___________________________</td>
</tr>
</tbody>
</table>

**Maryland Department of Transportation**

**Motor Vehicle Administration:**

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP
ATTACHMENT 11 – PRIVACY PROTECTION AGREEMENT

STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ADMINISTRATION

In consideration of receiving personal information contained in Motor Vehicle Administration records, I HEREBY CERTIFY on behalf of _____________________ as its authorized agent this _____________ day of __________________, 200__, that


2. The Maryland Department of Transportation Office of Information Resources, its client agencies and their customers also adhere to state data processing security policies as set forth in Executive Order 01.01.1983.18 (Privacy and State Data System Security); Md. Code Ann., Crim. Law §8-606 (falsification of public records) and §7-302 (unauthorized access); Md. Code. Ann., State Gov’t §§ 10-611, 10-616 and 10-626 (Maryland Public Information Act); Md. Code Ann. Transp. II §§ 12-111 to 12-113 (Motor Vehicle Administration Records); and, as published by the Secretary of the Department of Budget and Management from time to time under Md. Code Ann., State Fin. & Proc. § 3-403.

3. _____________________ and all employees agree to maintain in strictest confidence and not willfully disclose to any person, firm, or corporation information obtained as a result of their access to personal information from Motor Vehicle Records.

4. By signing this agreement, _____________________ warrants that the signator and all personnel are familiar with all provisions of the federal Driver Privacy Protection Act of 1994, 18 U.S.C.A. §§ 2721 et seq., and with §§ 10-611, 10-616, 10-626 of the State Government Article and §§ 12-111 through 12-113 of the Transportation Article, Annotated Code of Maryland, which limit access to personal information from public records in Maryland. Further, _____________________, in behalf of itself, its successors and assigns further agrees that all users will abide by the terms of both the federal and state law including, but not limited to, those restricting access to personal information from Motor Vehicle Administration records only to those persons and for those purposes which are permitted under both laws. _____________________ agrees to keep a record for five (5) years of all persons to whom information is redisclosed under this Agreement, and the purpose for which the information is to be used; and, to make that record available to the Motor Vehicle Administration upon request.
5. __________________________________ shall be liable for, and shall indemnify, defend, and hold the Motor Vehicle Administration harmless for, any misuse or misappropriation of any personal information in a record obtained from the Administration in connection with this agreement.

6. __________________________________ shall further indemnify the Motor Vehicle Administration for and against any and all losses, damages, judgments, liabilities or similar costs and expenses which arise in whole or part out of acts or omissions by __________________________ with respect to laws restricting access to and disclosure of vehicle records including, without limitation, reasonable attorneys fees and all other costs of defending against such action or claim.

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

Maryland Department of Transportation
Motor Vehicle Administration

Witness:

__________________________   By: _____________________________
Date: _______________   Date: ____________________________

Purchaser

Witness:

__________________________   By: _____________________________
Date: _______________   Date: ____________________________

Approved as to form and legal sufficiency:

__________________________________ Date: ______________________________
Assistant Attorney General
ATTACHMENT 12 – DLS LIBRARY
OF OBJECTS, EXECUTABLES, CLASSES, AND OTHERS

Following are twenty pages of the DLS Library as an example. The full list is on the MDOT Secure FTP Server for MVA Clients. Overall there are 5454 Files and 1259 Directories in the full list.

Directory of C:\DLSPOS Sources

12/22/2004 10:37a  <DIR>          .
12/22/2004 10:37a  <DIR>         ..
12/21/2004 11:12a  <DIR>          Binaries
12/21/2004 11:11a  <DIR>          Build_Procedures
12/21/2004 11:11a  <DIR>          Common
12/22/2004 10:37a  <DIR>          DLS
12/21/2004 11:13a  <DIR>          MVAReports
12/21/2004 11:16a  <DIR>          POS
0 File(s)      0 bytes

Directory of C:\DLSPOS Sources\Binaries

12/21/2004 11:12a  <DIR>          .
12/21/2004 11:12a  <DIR>         ..
12/21/2004 11:12a  <DIR>          Common
12/21/2004 11:12a  <DIR>          CommonNonBuild
12/21/2004 11:12a  <DIR>          DLS
12/21/2004 11:11a  <DIR>          POS
0 File(s)      0 bytes

Directory of C:\DLSPOS Sources\Binaries\Common

12/21/2004 11:12a  <DIR>          .
12/21/2004 11:12a  <DIR>         ..
10/11/2004 01:24a  159,744 AAMVAnetPasswordChange.exe
10/11/2004 01:24a  90,112 ADOCOM.dll
10/11/2004 01:24a  53,248 BCRController.exe
10/11/2004 01:24a  49,152 BuildCrypto.dll
10/11/2004 01:24a  143,360 CECViewer.exe
10/11/2004 01:08a  28,672 CICSCIClientPoller.exe
10/11/2004  01:24a       40,960 CICSClientRemoteTest.exe
10/11/2004  01:24a      282,624 CICSPasswordChanger.dll
10/11/2004  01:08a       49,152 CICSPasswordClient.exe
10/11/2004  01:24a       65,536 CompaqCTF.dll
10/11/2004  01:24a      49,232 DLCOMPlusShutDown.dll
10/11/2004  01:24a       40,960 DLSPing.dll
10/11/2004  01:24a      53,328 DLSPrinterRedirect.dll
10/11/2004  01:24a       36,940 DLSTestObjects.dll
10/11/2004  01:24a       24,576 DLSUtilService.exe
10/11/2004  01:24a       20,480 encrypt.exe
10/11/2004  01:24a      53,248 EncryptDecrypt.exe
10/11/2004  01:24a       24,576 HostHook.dll
10/11/2004  01:24a      53,248 HyperCom.dll
10/11/2004  01:24a       24,576 HypercomTest.exe
10/11/2004  01:23a       36,864 MSMQTest.exe
10/11/2004  01:23a      40,960 MVAGetADUsers.dll
10/11/2004  01:23a       65,536 OPOSController.exe
10/11/2004  01:23a      24,576 PasswordScheduler.exe
10/11/2004  01:23a       73,728 PingPoll.exe
10/11/2004  01:23a      61,440 StressTest.exe
10/11/2004  01:23a      24,576 StressTestAgent.exe
10/11/2004  01:23a      24,576 StressTestExecuter.exe
10/11/2004  01:23a    270,336 StressTestObjects.dll
10/11/2004  01:23a     81,920 ViewMoveMessages.exe

31 File(s)  2,076,980 bytes

Directory of C:\DLSPOS Sources\Binaries\CommonNonBuild

12/21/2004  11:12a     <DIR>       .
12/21/2004  11:12a     <DIR>       ..
08/03/2004  06:10p    561,152 AddrObj.dll
04/20/2004  11:09a    137,728 AuthCrypto.dll
05/29/2003  10:20a    484,496 capicom.dll
04/20/2004  11:09a    31,744 CashDrawer.ocx
04/20/2004  11:09a    299,008 MSWCRUN.DLL
04/20/2004  11:09a    15,872 namecnvt.dll
04/20/2004  11:09a    97,892 olelib.tlb
Directory of C:\DLSPOS Sources\Binaries\DLS

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12/21/2004 11:12a  <DIR>          ..
10/11/2004 01:25a  651,340 AAMVAnetBusObj.dll
10/11/2004 01:25a  69,632 AAMVAnetGUICtrlr.exe
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10/11/2004 01:25a  36,864 ArchiveMotorVoter.exe
10/11/2004 01:25a  77,889 CEC.dll
10/11/2004 01:25a  57,344 CentralPrintStatus.exe
10/11/2004 01:25a  32,768 CtrlNo.dll
10/11/2004 01:25a  36,864 DCache.dll
10/11/2004 01:25a  32,768 DLSArchiveApp.exe
10/11/2004 01:25a  86,016 DLSAVSApi.dll
10/11/2004 01:25a  36,864 DLSAVSApiTestClient.exe
10/11/2004 01:25a  102,400 DLSAVSWeb.dll
10/11/2004 01:25a  704,586 DLSBusObj.dll
10/11/2004 01:25a  36,864 DLSCompletedApps.exe
10/11/2004 01:25a  57,413 DLSData.dll
10/11/2004 01:25a  131,145 DLSDocument.dll
10/11/2004 01:25a  163,916 DLSMaintenance.dll
10/11/2004 01:25a  909,383 DLSPerson.dll
10/11/2004 01:25a  168,006 DLSPhoto.dll
10/11/2004 01:24a  352,328 DLSProduct.dll
10/11/2004 01:24a  544,768 DLSProfile.dll
10/11/2004 01:24a  573,510 DLSRules.dll
10/11/2004 01:24a  262,214 DLSTests.dll
10/11/2004 01:24a  327,752 DLSUtility.dll
10/11/2004 01:24a  266,240 HPDLSUtility.exe
10/11/2004 01:24a  45,056 MailInAAMVAController.exe
10/11/2004 01:24a  49,152 MailInAAMVASubmit.exe
10/11/2004 01:24a  258,048 MailInRenewal.exe
10/11/2004 01:24a  16,460 MarkIncomplete.exe
10/11/2004 01:24a  344,134 MFBusObj.dll  
10/11/2004 01:24a  4,096,000 MVADLSApp.exe  
10/11/2004 01:24a  102,472 ProductMap.dll  
10/11/2004 01:24a  516,174 queuedcomponents.dll  
10/11/2004 01:24a  81,920 ReprocessHostDown.exe  
10/11/2004 01:24a  147,456 ScanDocsCtrlr.exe  
10/11/2004 01:24a  106,496 SendToSBE.exe  
10/11/2004 01:24a  40,960 SmokeTest.exe  
10/11/2004 01:24a  172,110 SmokeTestObjects.dll  
10/11/2004 01:24a  32,768 UpdateDrEd.exe  
10/11/2004 01:24a  106,575 VoterRegistration.dll  
40 File(s)  11,879,711 bytes  

Directory of C:\DLSPOS Sources\Binaries\POS

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10/10/2004 10:45p    86,087 PosHostUp.dll  
10/10/2004 10:45p    172,108 PosPayment.dll  
10/10/2004 10:45p    221,262 PosPayments.dll  
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10/10/2004 10:45p    28,672 POSSmokeTestClient.exe  
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10/10/2004 10:44p    73,728 POSVolStress.dll  
10/10/2004 10:44p    49,152 ProxyServerSwitch.exe  
10/10/2004 10:44p    36,864 PurgePOS.exe  
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<td>01:05a</td>
<td>9,524 MFBusObj.TLB</td>
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<td>01:05a</td>
<td>5,186 MFBusObj.VBR</td>
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<td>01:08p</td>
<td>445,440 MFRTS32.DLL</td>
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<td>01:13a</td>
<td>2,786 MotorCycSafetyCtrl.lib</td>
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<td>01:13a</td>
<td>69,632 MotorCycSafetyCtrl.ocx</td>
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<td>01:14a</td>
<td>2,734 MotorVoterCtrl.lib</td>
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<td>10/11/2004</td>
<td>01:14a</td>
<td>1,122,304 MotorVoterCtrl.ocx</td>
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<td>01:08a</td>
<td>36,864 MSMQTest.exe</td>
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<td>10:42p</td>
<td>20,480 MTCClient.exe</td>
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<td>10:40p</td>
<td>135,168 MTCCustomer.dll</td>
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<td>10:40p</td>
<td>2,656 MTCCustomer.lib</td>
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<td>10/10/2004</td>
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<td>10:40p</td>
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<td>10:38p</td>
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<td>241,758 MvaCpqPosSysProfile.dll</td>
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<td>10:32p</td>
<td>45,056 MvaCpqUtilMsg.dll</td>
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<td>4,096,000 MVADLSApp.exe</td>
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<td>01:07a</td>
<td>40,960 MVAGetADUsers.dll</td>
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<td>01:07a</td>
<td>2,716 MVAGetADUsers.lib</td>
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10/11/2004  01:11a  94,208 NameLookupCtrl.ocx
10/11/2004  01:09a  65,536 OPOSController.exe
10/11/2004  01:08a  24,576 PasswordScheduler.exe
02/20/2004  07:41a  61,440 PhaseIIIConversion.exe
10/11/2004  01:08a  73,728 PingPoll.exe
10/10/2004  10:40p  77,824 PosArchive.dll
10/10/2004  10:40p  2,646 PosArchive.lib
10/10/2004  10:42p  24,576 PosAutoReconClient.exe
10/10/2004  10:40p  122,957 PosAutoReconSvr.dll
10/10/2004  10:40p  2,742 PosAutoReconSvr.lib
10/10/2004  10:34p  213,068 posCashier.dll
10/10/2004  10:34p  188,482 PosCV.dll
10/10/2004  10:33p  229,450 PosEvents.dll
10/10/2004  10:40p  86,087 PosHostUp.dll
10/10/2004  10:40p  2,626 PosHostUp.lib
10/10/2004  10:36p  172,108 PosPayment.dll
10/10/2004  10:36p  221,262 PosPayments.dll
10/10/2004  10:39p  143,440 PosServerMgr.dll
10/10/2004  10:41p  352,338 PosServerTest.dll
10/10/2004  10:40p  20,480 POSSettleCCA.exe
10/10/2004  10:42p  28,672 POSSmokeTestClient.exe
10/10/2004  10:38p  131,154 PosSupervisor.dll
10/10/2004  10:41p  196,686 PosSysAdmin.exe
10/10/2004  10:42p  61,440 POSTest.exe
10/10/2004  10:35p  323,584 PosTTP.dll
10/10/2004  10:36p  368,708 PosTxn.dll
10/10/2004  10:40p  24,576 PosTxnContext.dll
10/10/2004  10:40p  2,716 PosTxnContext.lib
10/10/2004  10:40p  147,528 POSUtility.dll
10/10/2004  10:40p  2,646 POSUtility.lib
10/10/2004  10:40p  5,152 POSUtility.TLB
10/10/2004  10:40p  2,246 POSUtility.VBR
10/10/2004  10:41p  73,728 POSVolStress.dll
12/21/2004  11:11a  <DIR>  POS_Symbols
10/11/2004  01:11a  28,672 PrintCTFControl.dll
10/11/2004  01:11a  2,742 PrintCTFControl.lib
07/10/1998  10:23a  52,224 Printer.ocx
10/11/2004  01:12a  2,734 ProcessPOSCtrl.lib
10/19/2004 10:26a 18,432 ProcessPOSCtrl.oca
10/11/2004 01:12a 184,320 ProcessPOSCtrl.ocx
10/11/2004 01:05a 102,472 ProductMap.dll
10/11/2004 01:05a 2,646 ProductMap.lib
10/11/2004 01:05a 5,348 ProductMap.TLB
10/11/2004 01:05a 2,646 ProductMap.VBR
10/10/2004 10:40p 49,152 ProxyServerSwitch.exe
10/11/2004 01:13a 2,656 PrtCardCtrl.lib
10/11/2004 01:13a 176,128 PrtCardCtrl.ocx
10/10/2004 10:42p 36,864 PurgePOS.exe
10/11/2004 01:04a 516,174 QueuedComponents.dll
10/11/2004 01:04a 2,760 QueuedComponents.lib
10/11/2004 01:04a 33,728 QueuedComponents.TLB
10/11/2004 01:04a 25,850 QueuedComponents.VBR
10/11/2004 01:01a 28,744 ReportAuth.dll
10/11/2004 01:01a 2,646 ReportAuth.lib
10/11/2004 01:08a 81,920 ReprocessHostDown.exe
10/11/2004 01:11a 2,708 ScanDocsCtrl.lib
10/11/2004 01:11a 73,728 ScanDocsCtrl.ocx
10/11/2004 01:09a 147,456 ScanDocsCtrlr.exe
10/11/2004 01:13a 2,794 SelRestrictionsCtrl.lib
10/11/2004 01:13a 196,608 SelRestrictionsCtrl.ocx
10/11/2004 01:08a 106,496 SendToSBE.exe
09/17/2003 02:55p 32,768 SetServiceIdentity.exe
10/11/2004 01:15a 40,960 SmokeTest.exe
10/11/2004 01:15a 172,110 SmokeTestObjects.dll
10/11/2004 01:15a 2,760 SmokeTestObjects.lib
10/10/2004 10:39p 73,728 SQLJobManager.dll
10/11/2004 01:15a 61,440 StressTest.exe
10/11/2004 01:15a 24,576 StressTestAgent.exe
10/11/2004 01:15a 24,576 StressTestExecute.exe
10/11/2004 01:15a 270,336 StressTestObjects.dll
10/11/2004 01:15a 2,768 StressTestObjects.lib
10/11/2004 01:13a 2,768 TitleServicesCtrl.lib
10/11/2004 01:13a 77,824 TitleServicesCtrl.ocx
10/10/2004 10:40p 614,400 TTPMaint.exe
10/11/2004 01:08a 32,768 UpdateDrEd.exe
10/11/2004 01:13a 2,760 VehicleSalesCtrl.lib
12/21/2004 11:10a <DIR> TimeUtils
12/21/2004 11:10a <DIR> UpdateDrEd
12/21/2004 11:10a <DIR> Utilities
12/21/2004 11:10a <DIR> VBAvantage

Directory of C:\DLSPOS Sources\Common\AAMVAnetPassword

12/21/2004 11:11a <DIR> .
12/21/2004 11:11a <DIR> ..
04/20/2004 11:09a 1,916 AAMVAnetPasswordChange.vbp
04/16/2002 04:03p  57 ChangePassword.bas
11/15/2002 04:14p  5,327 ChangeRegistry.bas
03/10/2003 11:01a  9,694 Common.bas
11/19/2002 03:08p 15,537 frmChangePassword.frm
11/19/2002 03:12p 17,916 frmConnect.frm
06/11/2002 05:09p  4,786 frmMain.frm
11/18/2002 10:01a 24,738 frmRegistry.frm
09/23/2004 04:17p  39,631 Registry.bas
11/07/2002 05:00p  3,977 ShutDownCOMApps.bas
11/20/2002 01:31p  6,539 test_COMAdminCatalog_MVADLS.vbs
03/08/2002 02:37p  39 test_COMAdminCatalog_MVADLS.bat.bat

12 File(s) 130,157 bytes

Directory of C:\DLSPOS Sources\Common\AD-GPO

12/21/2004 11:11a <DIR> .
12/21/2004 11:11a <DIR> ..
12/21/2004 11:11a <DIR> AD-GPO-ASP
12/21/2004 11:11a <DIR> AD-GPO-ASP-DotNet
12/21/2004 11:11a <DIR> Change_Complus_Roles
12/21/2004 11:11a <DIR> Change_COM_Identity
12/21/2004 11:11a <DIR> Change_Workstation_Identity
12/21/2004 11:11a <DIR> clsGPO
12/21/2004 11:11a <DIR> DeploymentStat
12/21/2004 11:11a <DIR> DeploymentVerification
05/07/2003 10:59a  12,246 dlslabConfig.xml
04/20/2004 11:09a  192,230 dlsMvaConfig.xml
12/21/2004 11:11a  <DIR>  GetRSConfig
05/26/2004  09:52a     17,200 GetRSConfig.vbs
01/21/2004  05:44p     23,586 GetXmlClientConfig.vbs
12/12/2003  01:34p     21,842 GetXmlServerConfig.vbs
12/21/2004  11:11a  <DIR>  GpoMsiDeploy
06/02/2003  11:42a     9,564 hpdldevConfig.xml
04/20/2004  11:09a     4,641 hpdlslabConfig.xml
04/20/2004  11:09a    14,574 hpdlsqcConfig.xml
02/20/2003  12:28p    20,992 Infrastructure_Checklist.xls
12/21/2004  11:11a  <DIR>  LoggingScripts
06/27/2003  09:49a    14,859 MobileTrainingConfig.xml
12/21/2004  11:11a  <DIR>  MVASecurityLog
03/04/2003  02:00p     5,272 ottsConfig.xml
12/21/2004  11:11a  <DIR>  SoftwareDeployment
08/25/2003  11:24a   196,088 TrainingConfig.xml
12/21/2004  11:11a  <DIR>  XMLtoSQLConversion
                      12 File(s)  533,094 bytes

Directory of C:\DLSPOS Sources\Common\AD-GPO\AD-GPO-ASP

12/21/2004  11:11a  <DIR>  .
12/21/2004  11:11a  <DIR>  ..
11/20/2002  06:51p     4,506 default.asp
06/19/2002  03:48p    13,329 include.asp
04/10/2003  09:02a    2,343 msi_inventory.asp
10/09/2002  07:10p     3,043 mvagpo.asp
04/10/2003  09:02a    3,418 mva_client_components.asp
10/09/2002  07:12p     2,973 mva_computers.asp
04/10/2003  09:02a   14,822 mva_deployment.asp
04/10/2003  09:03a   14,659 mva_eventlog.asp
04/10/2003  09:03a   15,086 mva_gpo_mangaged_apps.asp
04/10/2003  09:03a   15,419 mva_smoketest.asp
04/10/2003  09:03a   22,898 mva_verification.asp
04/10/2003  09:03a    6,061 mva_version.asp
                      13 File(s)  121,737 bytes

Directory of C:\DLSPOS Sources\Common\AD-GPO\AD-GPO-ASP-DotNet
Directory of C:\DLSPOS Sources\Common\AD-GPO\Change_Workstation_Identity

12/21/2004  11:11a  <DIR>          .
12/21/2004  11:11a  <DIR>          ..
09/14/2004  05:27p  32,768 ChangeWorkstationIdentity.exe
02/27/2003  03:59p  1,126 ChangeWorkstationIdentity.vbp
09/14/2004  05:27p  34 ChangeWorkstationIdentity.vbw
01/13/2003  11:21a  5,551 change_pos_workstation_complus_identity.vbs
09/14/2004  05:25p  9,706 MainModule.bas
09/14/2004  05:27p  190 MSSCCPRJ.SCC

6 File(s)       49,375 bytes

Directory of C:\DLSPOS Sources\Common\AD-GPO\clsGPO

12/21/2004  11:11a  <DIR>          .
12/21/2004  11:11a  <DIR>          ..
11/06/2002  04:35p  1,913 clsADO.cls
11/06/2002  03:23p  23,066 clsGPO.cls
08/08/2002  04:12p  12,198 clsMSI.cls
04/20/2004  11:09a  2,293 EventLog.bas
04/20/2004  11:09a  1,422 GPO.vbp

5 File(s)       40,892 bytes

Directory of C:\DLSPOS Sources\Common\AD-GPO\DeploymentStat

12/21/2004  11:11a  <DIR>          .
12/21/2004  11:11a  <DIR>          ..
11/18/2002  07:54p  1,028 AssemblyInfo.vb
11/21/2002  02:35p  2,885 Default.aspx
11/21/2002  09:55a  1,733 Default.aspx.resx
11/21/2002  10:10a  4,253 Default.aspx.vb
11/19/2002  06:53p  1,733 DeploymentDetailsComputer.aspx.resx
11/21/2002  03:18p  2,590 DeploymentDetailsComputer.aspx.vb
12/02/2002  11:52a  1,718 DeploymentDetailsProduct.aspx
11/20/2002  01:57p  1,733 DeploymentDetailsProduct.aspx.resx
11/21/2002  12:51p  6,868 DeploymentStat.vbproj
09/23/2002  03:41p   13,521 frmGpoPackageProperties.frm
09/12/2002  11:55a   1,090 frmGpoPackageProperties.frx
03/26/2003  01:41p   45,307 frmMain.frm
10/28/2002  05:26p   1,220 frmMain.frx
09/23/2002  06:57p   8,051 frmMsiPackageProperties.frm
09/23/2002  06:57p   1,090 frmMsiPackageProperties.frx
08/06/2003  12:31p   249,856 GpoMsiDeploy.exe
08/06/2003  12:31p   2,413,056 GpoMsiDeploy.msi
09/12/2002  11:45a   2,061 GpoPackage.cls
12/16/2002  07:21p   9,119 GpoScripts.cls
09/25/2002  02:29p   4,019 IniFile.cls
08/06/2003  12:31p   1,986 MsiAdv.vbp
09/12/2002  11:49a   1,034 MsiGpoConnector.cls
09/16/2002  11:38a   5,461 MsiPackage.cls
12/16/2002  07:21p   833 ScriptInfo.cls
04/13/2001  07:09a   1,078 setup.ico
02/02/2000  10:28p   518 Splith.Cur
03/14/2001  03:49p   196 Splitter.bmp
10/24/2002  10:07a   37,350 Splitter.ctl
10/24/2002  10:07a   1,300 Splitter.ctx
02/02/2000  10:28p   518 Splitv.Cur
02/02/2000  10:22p   1,078 Utilities.ico

25 File(s)     2,832,782 bytes

Directory of C:\DLSPOS Sources\Common\AD-GPO\LoggingScripts

12/21/2004  11:11a   <DIR>     .
12/21/2004  11:11a   <DIR>     ..
03/12/2003  04:44p   114,688 SoftwareDeployment.exe
11/06/2002  05:27p   11,969 softwaredeployment.sql
10/28/2002  10:21a   38,504 SoftwareDeployment.vbs

3 File(s)     165,161 bytes

Directory of C:\DLSPOS Sources\Common\AD-GPO\MVASecurityLog

12/21/2004  11:11a   <DIR>     .
12/21/2004  11:11a   <DIR>     ..
04/20/2004  11:09a   5,921 MainModule.bas
12/18/2002  04:33p    4,551 MVAlogOFF.vbs
12/18/2002  04:32p    4,575 MVAlogON.vbs
04/20/2004  11:09a    24,576 MVASecurityLog.exe
04/20/2004  11:09a    1,314 MVASecurityLog.vbp
   5 File(s)        40,937 bytes

Directory of C:\DLSPOS Sources\Common\AD-GPO\SoftwareDeployment

12/21/2004  11:11a    <DIR>          .
12/21/2004  11:11a    <DIR>          ..
12/19/2002  04:05p    17,584 clsEventLog.cls
03/12/2003  04:44p    30,775 MainModule.bas
04/20/2004  11:09a    1,652 SoftwareDeployment.vbp
   3 File(s)        50,011 bytes

Directory of C:\DLSPOS Sources\Common\AD-GPO\XMLtoSQLConversion

12/21/2004  11:11a    <DIR>          .
12/21/2004  11:11a    <DIR>          ..
05/26/2004  09:52a    37,408 Form1.frm
04/20/2004  11:09a    17,422 frmComputers.frm
04/20/2004  11:09a    94,208 PhaseIIIConversion.exe
04/20/2004  11:09a    1,268 PhaseIIIConversion.vbp
   4 File(s)        150,306 bytes

Directory of C:\DLSPOS Sources\Common\AdminScripts

12/21/2004  11:11a    <DIR>          .
12/21/2004  11:11a    <DIR>          ..
12/21/2004  11:11a    <DIR>          VSS_Scripts
   0 File(s)        0 bytes

Directory of C:\DLSPOS Sources\Common\AdminScripts\VSS_Scripts

12/21/2004  11:11a    <DIR>          .
12/21/2004  11:11a    <DIR>          ..
09/20/2001  04:18p    619 VSS_Admin_Check.bat
09/20/2001  04:27p    629 VSS_Admin_Clean.bat
2 File(s)          1,248 bytes

Directory of C:\DLSPOS Sources\Common\ADOCOM

12/21/2004 11:11a  <DIR>       .
12/21/2004 11:11a  <DIR>       ..
04/20/2004 11:09a  2,275 adocom.bas
05/26/2004 09:52a  1,438 ADOCOM.vbp
12/17/2002 11:49a  14,577 clsCommand.cls
11/22/2002 11:46a  4,053 clsConnection.cls
12/17/2002 11:52a  33,039 clsRecordset.cls
5 File(s)          55,382 bytes

Directory of C:\DLSPOS Sources\Common\Barcoding

12/21/2004 11:11a  <DIR>       .
12/21/2004 11:11a  <DIR>       ..
12/21/2004 11:11a  <DIR>       BCRController
12/21/2004 11:11a  <DIR>       BCRControllerTest
0 File(s)              0 bytes

Directory of C:\DLSPOS Sources\Common\Barcoding\BCRController

12/21/2004 11:11a  <DIR>       .
12/21/2004 11:11a  <DIR>       ..
06/13/2001 01:54p  945 BarcodeControllerSetup.txt
05/30/2001 05:21p  15,360 BarcodeReaderConfigurationBarcodes.doc
11/05/2001 04:01p  53,248 BCRController.exe
05/30/2001 06:28p  374 BCRController.reg
11/05/2001 04:02p  1,375 BCRController.vbp
11/05/2001 03:38p  2,410 clsBCRController.cls
11/05/2001 03:38p  14,204 frmBCRController.frm
05/30/2001 11:19a  1,090 frmBCRController.frx
11/05/2001 03:38p  2,170 Global.bas
05/22/2001 05:52p  1,078 MISC25.ICO
01/08/2001 02:48p  10,419 RegistryAccess.bas
11 File(s)        102,673 bytes
Directory of C:\DLSPOS Sources\Common\Barcoding\BCRControllerTest

12/21/2004 11:11a  <DIR>  .
12/21/2004 11:11a  <DIR>  ..
11/14/2002 01:43p  40,960 BCRControllerTest.exe
11/13/2002 05:54p  1,307 BCRControllerTest.vbp
11/11/2002 02:58p  174,582 DLSPOSBarcodes.jpg
06/13/2001 01:51p  2,074,237 DLSPOSBarcodes.tif
11/14/2002 01:43p  15,726 frmBarcodeTest.frm
11/14/2002 01:43p  1,279 frmBarcodeTest.frx
10/23/2002 04:46p  1,078 MISC25.ICO

7 File(s)  2,309,169 bytes

Directory of C:\DLSPOS Sources\Common\BranchMonitor

12/21/2004 11:11a  <DIR>  .
12/21/2004 11:11a  <DIR>  ..
12/16/2002 10:21a  2,355 BranchMonitorService.sln
12/21/2004 11:11a  <DIR>  MONITOR
12/21/2004 11:11a  <DIR>  POLLINGCLIENT
12/21/2004 11:11a  <DIR>  SERVICE
12/05/2002 11:51a  596 snkey

2 File(s)  2,951 bytes

Directory of C:\DLSPOS Sources\Common\BranchMonitor\MONITOR

12/21/2004 11:11a  <DIR>  .
12/21/2004 11:11a  <DIR>  ..
12/05/2002 11:59a  2,439 AssemblyInfo.cs
12/18/2002 09:31a  16,365 BranchMonitor.cs
12/18/2002 09:22a  4,746 BranchMonitor.csproj
12/18/2002 10:50a  1,772 BranchMonitor.csproj.user
12/18/2002 09:22a  199 BranchMonitor.dll.config
12/04/2002 10:24p  6,273 ping.cs
12/05/2002 11:55a  596 snkey

7 File(s)  32,390 bytes

Directory of C:\DLSPOS Sources\Common\BranchMonitor\POLLINGCLIENT
Directory of C:\DLSPOS Sources\Common\BranchMonitor\SERVICE

12/21/2004  11:11a      <DIR>          .
12/21/2004  11:11a      <DIR>          ..
12/05/2002  11:56a               2,439 AssemblyInfo.cs
12/10/2002  03:22p               2,704 BranchMonitorService.cs
12/10/2002  02:44p               5,225 BranchMonitorService.csproj
12/18/2002  10:50a               1,830 BranchMonitorService.csproj.user
12/18/2002  09:28a               1,303 BranchMonitorService.exe.config
09/20/2001  10:25a               1,733 BranchMonitorService.resx
12/02/2002  11:39a               2,183 BranchMonitorServiceInstaller.cs
09/20/2001  10:25a               1,733 BranchMonitorServiceInstaller.resx
12/09/2002  07:20a                 596 snkey

9 File(s)         19,746 bytes

Directory of C:\DLSPOS Sources\Common\BuildCrypto

12/21/2004  11:11a      <DIR>          .
12/21/2004  11:11a      <DIR>         ..
02/27/2003  10:43a               1,060 BuildCrypto.vbp
04/22/2004  09:47a               2,663 clsEncryption.cls
02/27/2003  09:55a                 833 encrypt.vbp
02/27/2003  09:55a               1,957 Form1.frm
05/26/2004  09:52a              29,976 modEncryption.bas

5 File(s)         36,489 bytes
Directory of C:\DLSPOS Sources\Common\Camera Exerciser

12/21/2004 11:11a <DIR> .
12/21/2004 11:11a <DIR> ..
10/30/2001 02:52p 28,672 CameraExerciser.exe
10/30/2001 02:52p 946 CameraExerciser.vbp
10/24/2001 02:30p 104 Common.bas
10/30/2001 01:45p 3,272 frmCameraExerciser.frm
10/30/2001 02:52p 5,082 frmTakePhoto.frm
5 File(s) 38,076 bytes

Directory of C:\DLSPOS Sources\Common\CECViewer

12/21/2004 11:11a <DIR> .
12/21/2004 11:11a <DIR> ..
10/29/2002 10:55a 509 CEC Viewer.txt
01/22/2004 02:24p 182,272 CECViewer.ism
05/06/2004 10:35a 1,107 CECViewer.vbp
02/08/2003 12:39p 3,068 frmPassword.frm
01/22/2004 03:48p 2,100 frmText.frm
01/22/2004 03:48p 6 frmText.frx
05/13/2004 07:49a 41,928 frmView.frm
07/15/2003 03:43p 6,454 frmView.frx
07/15/2003 03:43p 36,361 Splitter.ctl
05/26/2004 09:52a 8,638 ViewCommon.bas
10 File(s) 282,443 bytes

Directory of C:\DLSPOS Sources\Common\CICSClientPoller

12/21/2004 11:11a <DIR> .
12/21/2004 11:11a <DIR> ..
07/29/2003 11:46a 996 CICSClientPoller.vbp
07/29/2003 11:46a 7,057 MainModule.bas
07/30/2003 11:27a 2,351 PollerCommon.bas
3 File(s) 10,404 bytes

Directory of C:\DLSPOS Sources\Common\CICSClientRemoteTest
Directory of C:\DLSPOS Sources\Common\CICSPasswordChanger\TestInsertCICSPasswords

12/21/2004 11:11a  <DIR>  .
12/21/2004 11:11a  <DIR>  ..
03/17/2003 04:33p  1,146 InstallCICSPasswordChanger.vbp
03/17/2003 04:32p  1,002 InstallCommon.bas
03/18/2003 03:22p  8,021 InstallMain.bas

3 File(s)  10,169 bytes

Directory of C:\DLSPOS Sources\Common\CICSPasswordChanger\VBClient

(THIS IS NOT A COMPLETE LIST)
ATTACHMENT 13 – OVERVIEW OF SERVER ACCESS STEPS

Instructions for Accessing Maryland Department of Transportation’s Secure FTP Server for Maryland Motor Vehicle Administration Clients

A. Start your browser.
B. In the address field key in https://sftp.mdot.state.md.us
C. Click “go” or press the “Enter” key.
D. If you receive the following "Security Alert" window, select “Yes” to proceed.

When prompted, enter your User Name and Password assigned by Maryland MVA and select “OK” or press the “Enter” key.
F. You are now connected to the MDOT Secure FTP server. We recommend that you save the URL to "favorites"

G. To close your session click the “Secure Transport” button at the top of the screen.

Figure 1
Your session has been closed, click [here](#) to login

Figure 2
Retrieving a File from the Maryland Department of Transportation Secure FTP Server (Downloading)

1. To retrieve a file from the Maryland Department of Transportation Secure FTP Server, click the “Outgoing” Name (directory).
2. Click the file you would like to download, the “File Download” window appears, and then follow the instructions in the “File Download” window. Click the “OK”.

![File Download Window](image)
3. The "Save As" window will appear. Locate a folder that you wish to save the file into. You may also create a new folder, which this file can be placed in. Click the "Save" button once the destination has been determined. The file will then be downloaded to your system.

4. To report a problem, please call the Maryland Department of Transportation Help Desk (410-768-7181) and explain your problem. They will request information from you and work with you to resolve the problem.
ATTACHMENT 14 – SKILL AREA / EXPERT CHART

For a team member with expert skill in one of the skills, enter an “E” in the appropriate box.

For a team member with a knowledgeable skill in one of the skills, enter an “K” in the appropriate box. There should be at least one “E” and one “K” somewhere across the team for each Skill.

<table>
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<th>Skill Category</th>
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<th>Name of Team Member 2</th>
<th>Name of Team Member 3</th>
<th>Name of Team Member 4</th>
<th>Name of Team Member 5</th>
<th>Name of Team Member 6</th>
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