



**CONSULTING AND TECHNICAL SERVICES (CATS)  
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**CONVERSION OF ACCESS 97 DATABASES**

**CATS TORFP PROJECT J00P7200021**

**MOTOR VEHICLE ADMINISTRATION (MVA)**

**ISSUE DATE: MARCH 15, 2007**

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## KEY INFORMATION SUMMARY SHEET

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

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

<b>TORFP Title:</b>	Conversion of Access 97 Databases
<b>Functional Area:</b>	Functional Area 5 – Software Engineering
<b>TORFP Issue Date:</b>	March 15, 2007
<b>Closing Date and Time:</b>	April 30, 2007 at 12:00 PM.
<b>TORFP Issuing Agency:</b>	Motor Vehicle MVA (MVA) Office of Project Development Employee and Administrative Services Division
<b>Send Questions and Proposals to:</b> <b>Questions must be submitted no later than 10 working days prior to TORFP closing date</b>	Andy Perseghin <a href="mailto:aperseghin@mdot.state.md.us">aperseghin@mdot.state.md.us</a> Office Phone Number: 410-768-7252 Office FAX Number: 410-768-7090  MDOT Contracts Manager – Peter Arrey Email: <a href="mailto:parrey@mdot.state.md.us">parrey@mdot.state.md.us</a>  MDOT Contracts Administrator – Carl Stein Email: <a href="mailto:cstein@mdot.state.md.us">cstein@mdot.state.md.us</a>
<b>TO Procurement Officer:</b>	Andy Perseghin Office Phone Number: 410-768-7252 Office FAX Number: 410-768-7090
<b>TO Manager:</b>	Sa’ad Kirmani Office Phone Number: 410-768-7617 Office FAX Number: 410-768-7159
<b>TO Project Number:</b>	J00P7200021
<b>TO Type:</b>	Fixed Price
<b>Period of Performance:</b>	NTP to December 31, 2010

<b>MBE Goal:</b>	30 percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Motor Vehicle MVA (MVA) 6601 Ritchie Highway, N.E. Glen Burnie, MD 21062 Room 223
<b>TO Pre-proposal Conference:</b>	March 30, 2007 at 9:00 AM MDOT Headquarters 7201 Corporate Center Drive. Hanover, Md. 21076 (See Attachment 6 for directions.)

## 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 2.8 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; MVA 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 MVA's e-mail system time stamp. **Please note that the MDOT/MVA email system has an 8 mb limit on email transmission. Therefore, multiple transmissions are acceptable if they are clearly denoted (i.e., "1 of #""2 of #,"etc.)** 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 # J00P7200021. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # J00P7200021 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # J00P7200021 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 its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

### 1.5 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 web site at [www.eMarylandMarketplace.com](http://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.

## **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 6601 Ritchie Highway, N.E., Glen Burnie, Maryland, 21062. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the 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 11.

## **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 total TO Agreement amount established.

## **1.9 ACRONYMS**

AFRP	Automated Foreign Registration System
AFS	Accounting and Financial System
CBD	Combined Branch Deposit
COR	Contact Occurrence Recordation application
CR	Customer Relations
DVPP	Driver and Vehicle Policies and Programs
ISS	Investigative and Security Services
LAN	Local Area Network
MDOT	Maryland Department of Transportation
MVA	Maryland Motor Vehicle Administration
ODBC	Open Database Connectivity

POS	Point of Sale system
RDBMS	Relational Database Management System
SDLC	System Development Life Cycle
SFTP	Secure File Transfer Protocol
SOAP	Simple Object Access Protocol
SQL	Structured Query Language
TARIS	Titling and Registration Intelligence System
VEIP	Vehicle Emissions Inspection Program
WCS	Workflow Control System

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE, MDOT / MVA OVERVIEW, AND PROJECT BACKGROUND

#### 2.1.1 PURPOSE

Microsoft ceased support of Access97, resulting in Maryland Department of Transportation (MDOT) requesting that all modals migrate away from Access 97. While most Access databases can be converted to Access 2000 by the end user, the MVA has several Access 97 database systems that are more complex and are utilized by several end users crossing over business units. These more complex databases must be migrated to a scalable database platform like SQL Server, with a web-based front end.

The MVA has performed some preliminary analysis and, in some cases, began steps towards conversion to either Access 2000 or SQL server, but were not completed. The work to be accomplished under this task includes conducting a detailed design, conversion, migration, testing and implementation of the existing Access 97 applications to the appropriate platform.

The Access 97 database systems identified as requiring assistance with their conversion are:

- o Combined Branch Deposit
- o Dealer Log
- o Automated Foreign Registration Program
- o Correspondence Tracking
- o Customer Relations
- o Business Licensing and Consumer Services

#### 2.1.2 MDOT / MVA OVERVIEW

MDOT is an agency of the Executive Branch of Maryland State Government. As a subdivision of MDOT, the MVA's central office operations are located in Glen Burnie, Maryland. There are 23 MVA branch offices located throughout Maryland.

#### 2.1.3 PROJECT BACKGROUND The following is the overview of the current application:

##### 2.1.3.1 Combined Branch Deposit

The Combined Branch Deposit (CBD) application is used on a daily basis by full service branch offices (no Express offices) and the central office in Glen Burnie to track funds received from customers for:

- Titling and Registration Intelligence System (TARIS) transactions;
- Certain "miscellaneous transactions"; and
- Other transactions not handled by the new Point of Sale (POS) system (e.g., VEIP).

Cashiers in each office initiate the process by manually completing an Addended Deposit Slip. This form is used to record the total amounts of cash, checks, and credit card payments received from customers, as well as the total amounts of Credit Vouchers Issued (-) to and Credit Vouchers Redeemed (+) by customers. The Addended Deposit Slips are then delivered to the authorized CBD user in the office who enters the information recorded on them into a form linked to an "Active" table on the local server. When all of the information has been entered and verified, the authorized CBD user "submits" the information, which causes it to be moved into both an "Archive" table on the local server, where it is held for 90 days, and a table located on a server ("SuperServer") in the Glen Burnie office. Once the information has been



submitted, the local CBD user can no longer change or add information related to that CD (cashier deposit) record.

Below is a summary of the files involved in this process:

1. Each branch office utilizes its own user interface (front end) and data source (back end database), files names CBD\_FE.mdb and CBD\_BE.mdb, respectively. A folder/directory is created for and named after each office.
2. The Accounting and Financial System (AFS) office utilizes its own user interface (CBDAF\_FE.mdb) that enables an authorized employee to prepare a CD from any source or office.
3. The main database, where all branches/sources append data, is known as the SuperServer (CBDSS\_BE.mdb). The SuperServer has its own user interface (CBDSS\_FE.mdb).
4. The Accounting and Financial System (AFS) office uses a "read-only" version of the SuperServer user interface known as Reconciliation (Reconciliation.mdb).
5. As a result of the ODBC connections to the SQL Server databases, all user interfaces are locked down and secured.

### 2.1.3.2 Dealer Log

The Dealer Log application was created by Aspen Systems Corporation using Access 97 to enable MVA branch offices to track the receipt and disposition of paperwork received from vehicle dealers. This paperwork typically includes application forms and other documents needed to title and register the vehicles sold by the dealer to public customers. The system also permits the MVA to record the receipt of titling/registration applications that were mailed by customers.

When dealers submit their paperwork to the MVA, they are required to batch it so that **no more than 6 transactions** ('deals') are included in each batch. A summary of the transactions in the batch must then be recorded on an MVA Transmittal Sheet (form #VR-205) and the Sheet placed on top of the packet. The Dealer Log application is designed to enable MVA employees to key in certain information from these Transmittal Sheets. It is important to note that the application tracks information by Transmittal Sheet and not by individual transaction. In other words, only the **number of transactions** documented on the Sheet (i.e., 1 – 6) is kept in the database, not the details about each transaction (e.g., Applicant Name, Date of Sale, etc.).

Typically, information is added to the Dealer Log database at two points in time during the MVA's processing of the dealer's paperwork:

- **Dealer Log In** – Information written on the Transmittal Sheet by the dealer is keyed into the application, along with the Transmittal Sheet # that is generated by the MVA.
- **Dealer Log Out** – Information about the disposition of the work described on the Transmittal Sheet is added several days later after the paperwork has been processed using other MVA applications (e.g., TARIS).

### 2.1.3.3 Automated Foreign Registration Program

The Automated Foreign Registration Program (AFRP) was originally developed in 1999 by Aspen Systems Corporation for the Investigative and Security Services (ISS) division. Aspen enhanced it in 2002 as described in the *User's Guide* dated August 22, 2002, and the *Systems Requirements Document* (dated July 25, 2002).

The purpose of the application is to enable the ISS to maintain information generated by an OIR program. Electronic results of the IBM Mainframe - VFRG006P (text file) are uploaded to a Foreign Registration table once each month via W-FTP. That program identifies persons who received a new Maryland driver's license after turning in an out-of-state license, but who did not register a vehicle in Maryland. The working assumption underlying the program's logic is that the persons identified may own a vehicle that needs to be titled and registered in Maryland.

Subsequent to the monthly process of downloading data to the application's database, the ISS completes a number of actions aimed at determining whether or not the persons identified do possess a vehicle in Maryland that should be registered. If there is sufficient reason to believe that a vehicle exists, the ISS creates a case record for the person. The dates of opening and closing the case are captured along with the investigator to whom the case was assigned.

#### **2.1.3.4 Correspondence Tracking**

The Driver and Vehicle Policies and Programs (DVPP) correspondence tracking application was created in 2000 to help track the preparation of draft responses in both of the scenarios briefly described below. A more in-depth description of each scenario is included in Attachment A.

- **Written communications (letters, faxes, e-mail) received by the Maryland Department of Transportation (MDOT) and forwarded to the MVA for response via its Workflow Control System (WCS)**

The WCS is an application developed by the MDOT to track communications received from legislators (both State and federal), the Governor's office and the general public. After being notified by MDOT, via the WCS, about written correspondence needing a written response from the MVA, the MVA Correspondence Manager (located in the MVA Administrator's office) reviews it on the WCS and then routes it, in the WCS, to the appropriate MVA response assigner (DVPP or Operations' office). The response assigner then determines which MVA unit or branch office is to prepare the draft response and notifies them that a response is needed. Finally, the response assigner creates a record in the DVPP application, and later enters various dates and other details about the preparation and return of a draft response.

- **Letters received by the Motor Vehicle Administration (MVA) Administrator's office**

The MVA Administrator's office also receives communications directly from outside persons, including legislators, the Governor's office and the general public. If the communication is a letter, the MVA Correspondence Manager (located in the MVA Administrator's office) forwards the letter to the appropriate MVA response assigner (DVPP or Operations' office). The response assigner then determines which MVA unit or branch office is to prepare the draft response and notifies them that a response is needed. Finally, the response assigner creates a record in the DVPP application, and later enters various dates and other details about the preparation and return of a draft response.

**Note:** e-mail, phone and in-person messages received by the MVA Administrator's office are routed to the Customer Relations (CR) office for response. The CR office uses the Customer Relations (CR) correspondence tracking application, which is described in deliverable #7A.

It is important to point out that the work to be accomplished under this Task order is not intended to simply convert this application as is. Rather, the MVA wants to explore the possibility of changing it to also meet the needs of the Customer Relations (CR) office in tracking its responses to phone, e-mailed and in-person messages. Therefore, the results of our analysis are different than the analysis results for other applications.

Work accomplished under this Task order shall combine the functional capabilities and data of the Customer Relations (CR) correspondence tracking application and the DVPP correspondence tracking application. Our expectation is that the DVPP application would be the base system, with new fields and/or new capabilities added to meet the needs of the CR office.

### 2.1.3.5 Customer Relations

An employee in the CR office created the Customer Relations (CR) correspondence tracking application (also known as the legislative database) in July 2005. The office uses it to track responses to phone calls, e-mails and occasionally in-person contacts about a constituent, received from legislators' offices, the Governor's office and the MVA Administrator's office. Typically, there is only one user of the application within the CR office.

One of the MVA's objectives with regard to this application is to merge its capabilities and database with the capabilities and database that are part of the Driver and Vehicle Policies and Procedures (DVPP) application. In addition, the MVA wants to design the new, consolidated application so the CR office can automatically export a file to MDOT's Contact Occurrence Recordation application. Note that this MDOT application was also developed using Access and is separate from the Workflow Control System (WCS) (Analysis document available via SFTP)

### 2.1.3.6 Business Licensing and Consumer Services.

There are six interrelated Access modules and one stand - alone module (Interchangeable Tag) that comprise the Business and Salesman Licensing application:

- **New Business License module** – captures base information about dealerships and their owners, including the number of interchangeable tags issued to them.
- **Renewal Business License module** – captures updated information on dealerships and their owners.
- **Interchangeable Tag module** – captures information about businesses **not** licensed by the MVA that request interchangeable license plates (tags). These include businesses that own Special Mobile Equipment (SME) (e.g., construction companies) and transporter and finance companies that need to move vehicles in their possession from one location to another. Note that the information collected about the tags themselves is minimal; it includes the number of tags issued to the business and in the case of SME tags, the types of equipment on which the tags may be placed.
- **Salesman module** – captures information about the salesmen who work at licensed dealerships.
- **Late Titling module** – captures information about dealerships that are late in submitting paperwork related to a vehicle sale. The initial information about each dealer's late submissions is extracted and automatically downloaded from the MVA's mainframe database via a quarterly report.
- **Case Tracking module** – captures information about dealers and salesmen who are being investigated for various reasons.
- **Title Service Agents and Representatives** – captures names, addresses, renewal and other information about Title Service Agents and Representatives

### **2.1.3.7 Systems / Project Documentation**

Documents containing Analysis, Functional Design and Additional Documentation can be found at the secure FTP site <https://sftp.mdot.state.md.us>.

Username = ACCESS97TORFP (all caps), Password = **torfp4co** (case sensitive)

Instructions for accessing the secure FTP site can be found in Attachment 14.

### **2.1.4 Project Approach**

Conversion of each application shall be treated as a unique conversion effort. Because of the uniqueness of each Access 97 applications, the approach taken to convert shall reflect the complexity and criticality of the individual application. TO Contractor is expected to mentor MVA staff (approximately 12) throughout the development process. The staff will participate in the development and will become the technical support for the system following implementation.

#### **2.1.4.1 Combined Branch Deposit and Dealer Log**

The conversion of the Combined Branch Deposit and Dealer Log applications shall follow the same project approach, however, to limit the disruption to the affected business units, the conversions should **not** occur simultaneously.

The Combined Branch Deposit and Dealer Log applications shall be redeveloped utilizing the .NET platform's to gain the benefit of enhanced maintainability; the ease of distribution of browser based applications, and enhanced security.

Because the essential functional requirement for the converted applications is that the converted applications produce the same results and reports as the current systems, acceptance testing for the converted applications shall be conducted in the production environment through a period of parallel operation with the current systems.

In order to accomplish this with minimum impact the testing should be conducted at one of the smaller MVA branch offices where the volume of transactions can be anticipated to be smaller. During the testing period, each day's transactions shall be entered into both the current system and the new system. The length of the testing period shall be long enough to generate a base of records to support the full testing of the reporting cycle. This would imply a minimum of two months in order to have a minimum amount of data needed to test any reports whose scope covers more than a single month

At the successful conclusion of the parallel operation, the applications shall be deployed to other branch offices. At a time chosen by MVA the new SQL database shall be populated with the data from the legacy system and all branch offices would begin to use the new system. At this time the old interfaces and database would be retired. Removing (or simply renaming) the Access .MDB files that store the legacy systems data shall render it inoperable at this time while leaving the data and interfaces intact. This shall allow a short period when a fast fallback to the old system could be accomplished if needed. After this period the old data files shall be archived and the old interface files shall be deleted.

#### **2.1.4.2 Automated Foreign Registration Program**

TO Contractor shall convert the Automated Foreign Registration Program to the most recent version of MS Access that MVA is supporting at the time of conversion. This shall allow the preservation of existing logic and functionality, which shall significantly reduce the level of effort required for initial analysis.

### **2.1.4.3 Correspondence Tracking and Customer Relations**

TO Contractor shall consolidate The Correspondence Tracking and Customer Relations Access 97 applications into one application to be used by the Driver and Vehicle Policies and Procedures (DVPP) office and the Customer Relations (CR) office to track their respective responses to communications from influential government leaders (i.e., legislators' office and Governor's office). The DVPP office typically responds to letters and e-mails addressed to the MDOT Secretary or MVA Administrator, while the CR office responds to phone calls, e-mails and occasionally in-person contacts addressed to the MVA Administrator. In both cases, the office response is prepared utilizing the same medium by which the communication was sent (e.g., e-mailed response to an e-mail received).

The Consolidated Correspondence Tracking and Customer Relations application shall be redeveloped utilizing the .NET platform's to gain the benefit of enhanced maintainability; the ease of distribution of browser based applications, and enhanced security.

### **2.1.4.4 Business Licensing and Consumer Relations**

TO Contractor shall convert Business Licensing and Consumer Relations to the most recent version of MS Access that MVA is supporting at the time of conversion. This shall allow the preservation of existing logic and functionality, which shall significantly reduce the level of effort required for initial analysis.

## **2.2 TECHNICAL REQUIREMENTS**

### **2.2.1 MVA General Requirements**

- 2.2.1.1** MVA shall provide business and technical staff as consultants in the redesign and development of these systems.
- 2.2.1.2** MVA shall be responsible for the installation of all hardware (computers and peripherals), network equipment, software and connectivity, including LAN connectivity to be used in the development and implementation of these systems.
- 2.2.1.3** MVA shall provide office space and equipment for use by vendor staff during system redesign, development and implementation.
- 2.2.1.4** MVA shall provide access to all systems as needed for analysis, redesign, development and implementation.
- 2.2.1.5** The MVA staff shall have ten (10) business days to review draft deliverables and five (5) business days to review final deliverables.

## **2.2.2 TO Contractor General Requirements**

- 2.2.2.1** TO Contractor shall be responsible for all system design, development and implementation activities and the management of those activities.
- 2.2.2.2** TO Contractor shall be responsible for providing all technical training (mentoring) necessary for the MVA staff to effectively carry out all maintenance/enhancement activities associated with the on going maintenance of the system.
- 2.2.2.3** TO Contractor shall convert all data from the current Access system and produce reconciliation reports for quality transfer of data. Relational integrity must also be maintained in the new system.
- 2.2.2.4** TO Contractor shall provide a test application environment so that future changes made by MVA can be tested in the test application environment before implementing them into the production application. Hardware and software for the test environment shall be supplied and maintained by MVA.
- 2.2.2.5** TO Contractor shall provide a user guide and an architectural system guide.
- 2.2.2.6** TO Contractor shall mentor MVA staff throughout the development process.
- 2.2.2.7** The MVA staff shall become the technical support for the system following implementation and warranty period. As such, the TO Contractor will need to provide workspace and workstations for such staff if off-site development activities are necessary, not to exceed 10% of the project.
- 2.2.2.8** TO Contractor shall warrant the new system to be free from defects for a minimum of one year following full implementation. During that time the TO Contractor shall correct any system defects at no cost to MVA. TO contractor shall provide technical support for a period of up to 1 year following implementation. TO contractor shall respond to calls for assistance within twenty-four hours of the request (call) and TO Contractor staff shall provide fixes within the next business day, should it be required; should the system fail entirely or should the system malfunction be so severe as to make the system unusable, the system cannot remain down for more than forty-eight hours after TO contractor is notified of the malfunction.
- 2.2.2.9** TO Contractor shall provide bi-weekly status reports to the MVA Project Manager and DBM OIT PLO (ref. Section 2.7, Reporting).
- 2.2.2.10** TO Contractor shall facilitate bi-weekly status meetings with the MVA stakeholders, and provide meeting minutes.
- 2.2.2.11** TO contractor shall modify components or make system changes as may be required by State or Federal legislation or other MVA initiatives. Requirements for these modifications must be developed and deliverables identified. The modifications will be performed on a time and materials basis using the hourly rates and labor categories submitted in the contractor's proposal. For evaluation purposes, the contractors shall plan for 500 total hours worth of work in the appropriate labor categories during the task order period of performance.

## **2.2.3 TO Contractor Combined Branch Deposit Requirements –**

### **2.2.3.1 TO Contractor Requirements for Data Migration**

#### **2.2.3.1.1 Data shall reside in a RDBMS.**

- 2.2.3.1.1.1 The structures and data that support the CBD application shall be migrated to a relational database management server, specifically the latest version of Microsoft SQL Server.
- 2.2.3.1.1.2 The migrated structure shall be a functional duplicate of the MS Access data structure.
- 2.2.3.1.1.3 Database object (tables and fields) names that are not ANSI SQL compliant shall be modified to be so.
- 2.2.3.1.1.4 Data types shall be preserved whenever possible and when not possible data shall be cast to ANSI SQL data type that is of appropriate precision and domain that there shall be no loss of data accuracy.

#### **2.2.3.1.2 Database shall be centrally administered and backed up.**

- 2.2.3.1.2.1 The database shall be administered and maintained by the existing network support staff.
- 2.2.3.1.2.2 Database backup shall be part of regularly scheduled server backups and shall be administered by the existing network support staff.
- 2.2.3.1.2.3 In ‘disaster’ scenarios, the database shall be able to be recovered and restored within 2 hours of hardware being available.
- 2.2.3.1.2.4 Data backup policies shall be established and documented to insure minimum impact in the event of data loss situations such as server failures.
- 2.2.3.1.2.5 Data backup policies shall be established and documented to allow a 5-business day roll back window. The roll back window shall allow the database (or a newly established database) to be returned to its state at the time of backup on any of the last 5 business days.
- 2.2.3.1.2.6 Data shall be presented through a standard Internet web service.
- 2.2.3.1.2.7 Data shall be encrypted during transmission over any outside network including wireless networks.

### **2.2.3.2 TO Contractor Requirements for Application Modification**

#### **2.2.3.2.1 Current front-end applications shall be migrated to a browser base application based on the Microsoft .NET platform.**

- 2.2.3.2.1.1 Existing code shall be replaced with ASP .NET code and C#.
- 2.2.3.2.1.2 Application shall be hosted on Microsoft IIS v6.0.
- 2.2.3.2.1.3 Application presentation layer shall run in Microsoft Internet Explorer (current version).
- 2.2.3.2.1.4 Data access shall be through a XML based web service written in C# .NET.

#### **2.2.3.2.2 The application shall integrate with the MVA Active Directory environment. Application access shall be controlled by Active Directory technology eliminating the need for an application specific login.**

#### **2.2.3.2.3 Modified application shall be fully tested.**

- 2.2.3.2.3.1 A test script shall be developed based on the performance of the current application.
- 2.2.3.2.3.2 The redeveloped application shall be tested to insure exact duplication of the current functionality.

#### **2.2.3.2.4 Modified application shall maintain database security.**

- 2.2.3.2.4.1 The application shall control database access and shall be designed to obscure database credentials from the user by means of a “blind” login. Users shall not have individual accounts or permissions in the database.
- 2.2.3.2.4.2 The application shall provide a mechanism to identify the source of database activity such as insertions deletions and edits. Application shall be secured to the “database” level with 3 defined levels of permission.

#### **2.2.3.2.5 The data shall be secured at the “database” level with three levels of data access; Read Only, Read/Write, and Application Administrators.**

#### **2.2.3.2.6 Modified Application shall be deployed through a phased roll out.**

- 2.2.3.2.6.1 The modified application shall be run in parallel for a period of ninety (90) days at a branch office to be determined by MVA at the time of deployment. This period shall be used to validate the accounting functionality of the application.
- 2.2.3.2.6.2 After acceptable results are obtained in the parallel operation the application shall be deployed into general production through a phased roll-out to be determined by the MVA and the vendor at the time of the deployment.
- 2.2.3.2.6.3 Deployment strategy shall preserve complete functionality and maintain the ability to produce all required reports during the roll-out period.

## **2.2.4 TO Contractor Dealer Log Requirements**

### **2.2.4.1 TO Contractor Requirements for Data Migration**

#### **2.2.4.1.1 Data shall reside in a RDBMS.**

- 2.2.4.1.1.1 The structures and data that support the Dealer Log application shall be migrated to a relational database management server, specifically the latest version of Microsoft SQL Server.
- 2.2.4.1.1.2 The migrated structure shall be a functional duplicate of the MS Access data structure, with one exception. The Dealer Log application must generate a unique, sequential credit voucher number for each credit voucher entered. No duplicate credit voucher numbers shall be allowed.
- 2.2.4.1.1.3 Database object (tables and fields) names that are not ANSI SQL compliant shall be modified to be so.
- 2.2.4.1.1.4 Data types shall be preserved whenever possible and when not possible data shall be cast to ANSI SQL data type that is of appropriate precision and domain that there shall be no loss of data accuracy.

#### **2.2.4.1.2 Database shall be centrally administered and backed up**

- 2.2.4.1.2.1 The database shall be administered and maintained by the existing network support staff
- 2.2.4.1.2.2 Database backup shall be part of regularly scheduled server backups and shall be administered by the existing network support staff.
- 2.2.4.1.2.3 In 'disaster' scenarios, the database shall be able to be recovered and restored within 2 hours of hardware being available.
- 2.2.4.1.2.4 Data backup policies shall be established and documented to insure minimum impact in the event of data loss situations such as server failures.
- 2.2.4.1.2.5 Data backup policies shall be established and documented to allow a 5-business day roll back window. The roll back window shall allow the database (or a newly established database) to be returned to its state at the time of backup on any of the last 5 business days.
- 2.2.4.1.2.6 Data shall be accessed through a standard Internet web service.
- 2.2.4.1.2.7 Data shall be encrypted during transmission over any outside network including wireless networks.

### **2.2.4.2 TO Contactor Requirements for Application Modification**

#### **2.2.4.2.1 Current front-end applications shall be migrated to a browser base application based on the Microsoft .NET platform.**

- 2.2.4.2.1.1 Existing code shall be replaced with ASP .NET code and C#.
- 2.2.4.2.1.2 Application shall be hosted on Microsoft IIS v6.0.
- 2.2.4.2.1.3 Application presentation layer shall run in Microsoft Internet Explorer (current version).
- 2.2.4.2.1.4 Data access shall be through a XML based web service written in C# .NET.

#### **2.2.4.2.2 The application shall integrate with the MVA Active Directory environment. Application access shall be controlled by Active Directory technology eliminating the need for an application specific login.**

#### **2.2.4.2.3 Modified application shall be fully tested.**

- 2.2.4.2.3.1 A test script shall be developed based on the performance of the current application.



- 2.2.4.2.3.2 The redeveloped application shall be tested to insure exact duplication of the current functionality.
- 2.2.4.2.4** Modified application shall maintain database security.
  - 2.2.4.2.4.1 The application shall control database access and shall be designed to obscure database credentials from the user by means of a “blind” login. Users shall not have individual accounts or permissions in the database.
  - 2.2.4.2.4.2 The application shall provide a mechanism to identify the source of database activity such as insertions deletions and edits.
- 2.2.4.2.5** Application shall be secured with 3 defined levels of permission; Read Only, Read/Write, and Application Administrators.
- 2.2.4.2.6** Modified Application shall be deployed through a phased roll out.
  - 2.2.4.2.6.1 The modified application shall be run in parallel for a period of ninety (90) days at a branch office to be determined by MVA at the time of deployment. This period shall be used to validate the accounting functionality of the application.
  - 2.2.4.2.6.2 After acceptable results are obtained in the parallel operation the application shall be deployed into general production through a phased rollout to be determined by the MVA and the vendor at the time of the deployment.
  - 2.2.4.2.6.3 Deployment strategy shall preserve complete functionality and maintain the ability to produce all required reports during the rollout period.

## **2.2.5 TO Contractor Automated Foreign Registration Requirements**

### **2.2.5.1 Requirements for Data Migration**

- 2.2.5.1.1** Data shall reside in a Microsoft Access .MDB file (the most recent version of MS Access that MVA is supporting at the time of conversion).
  - 2.2.5.1.1.1 The structures and data, which support the ISS Foreign Registration application, shall be migrated to a Microsoft Access MDB file.
  - 2.2.5.1.1.2 The migrated structure will be a functional duplicate of the current Access '97 data structure.
  - 2.2.5.1.1.3 All current data types will be preserved.
- 2.2.5.1.2** Data security will be identical to the existing Access '97 paradigm.
  - 2.2.5.1.2.1 The .MDB file which houses the data for the application will be protected by the file system permissions associated with its network location.
- 2.2.5.1.3** Database will be backed up by current network file system backup.
  - 2.2.5.1.3.1 The database will be administered and maintained by the existing network support staff.
  - 2.2.5.1.3.2 Database backup will be part of regularly scheduled server backups and will be administered by the existing network support staff.
- 2.2.5.1.4** Database server will be accessed by internal users through MS Access table linking
  - 2.2.5.1.4.1 The data will continue to present itself to client applications as linked tables.
  - 2.2.5.1.4.2 Data need not be encrypted during transmission within the MVA enterprise.
- 2.2.5.1.5** The database will be stored in MS Access native format.
  - 2.2.5.1.5.1 The data shall not be stored in encrypted format.

### **2.2.5.2 Requirements for Application Modification**

- 2.2.5.2.1** Current user interface (front-end) application shall be migrated to a Microsoft Access platform (the most recent version of MS Access that MVA is supporting at the time of conversion).
- 2.2.5.2.2** Existing code shall be inspected and modified to be Microsoft Access compatible.
  - 2.2.5.2.2.1.1 Obsolete “menu command” based functions shall be corrected to use the more contemporary MS Access coding techniques.
- 2.2.5.2.3** Modified application shall be fully tested against the new data source prior to deployment.
  - 2.2.5.2.3.1 A test script shall be developed based on the performance of the current application.

2.2.5.2.3.2 The modified application shall be tested to insure exact duplication of the current functionality.

**2.2.5.2.4** Applications shall be modified to use the new database as their data source.

2.2.5.2.4.1 Table dependencies in the modified application shall be resolved through a DSN file on the client computer data source established on the network and referenced by the front-end application.

**2.2.5.2.5** Existing shortcuts and calling conventions shall be preserved in the modified applications.

2.2.5.2.5.1 Modified applications shall be deployed in a Microsoft Access .MDB file to the same network locations as the existing applications.

2.2.5.2.5.2 The .MS Access .MDB file containing the modified application shall have the same file name (afpr\_FE.Mdb) as the existing application.

## **2.2.6 TO Contractor Consolidated Correspondence Tracking and Customer Relations Requirements**

### **2.2.6.1 TO Contractor Requirements for a Consolidated Correspondence Tracking Application**

**2.2.6.1.1** Current MS Access front-end applications will be migrated to a single browser based application based on the Microsoft .NET platform. Existing code will be replaced with ASP .NET code and C#.

**2.2.6.1.2** Application will be hosted on Microsoft IIS v6.0.

**2.2.6.1.3** Application presentation layer will run in Microsoft Internet Explorer (current version).

**2.2.6.1.4** Data access will be through an XML based web service written in C# .NET.

**2.2.6.1.5** The application will integrate with the MVA Active Directory environment. Application access will be controlled by Active Directory technology eliminating the need for an application specific login.

**2.2.6.1.6** The application shall preserve the existing functional capabilities of both the CR and DVPP applications as described in Deliverables #7 and 8 (Analysis Results).

**2.2.6.1.7** The application shall include expanded search capabilities:

2.2.6.1.7.1 The system shall allow users to search by any field or combination of fields.

2.2.6.1.7.2 Multi-field searches must allow criteria to be combined by either logical “AND” or “OR” operations.

2.2.6.1.7.3 Searches must allow multiple criteria to be applied to a single field using the logical “OR” operator.

2.2.6.1.7.4 Searches must allow negated criteria by use of the logical “NOT” operator.

2.2.6.1.7.5 Topic/issue fields must support a single criteria search by means of a full text search, which will find any designated substring within the field entry.

**2.2.6.1.8** The system shall include alert functions (ticklers) that can be based on any date field in the record.

**2.2.6.1.9** The system shall duplicate the content of all reports currently produced by both systems, as well as new reports that may be desired as a result of the consolidation of data into a single database.

**2.2.6.1.10** The system shall be capable of preparing an export data file in a format to be determined. The file will be made available to the MDOT’s Contact Occurrence Recordation (COR) Access application, which may need to be slightly modified in order to import the data.

**2.2.6.1.11** The system shall interface with designated networks maintained by MVA. These networks must be defined during the design phase of the project.

**2.2.6.1.12** The system shall be designed such that all network connections to external systems will be secure.

**2.2.6.1.13** The application shall be fully tested prior to deployment.

2.2.6.1.13.1 A test script will be developed based on the performance of the current application.

2.2.6.1.13.2 The new application will be tested to insure appropriate duplication of the current functionality.

**2.2.6.1.14** Data used by the application shall reside in a RDBMS.

- 2.2.6.1.14.1 The structures and data, which support the consolidated correspondence tracking application, shall be migrated to an ODBC compliant relational database management server, preferably the latest version of Microsoft SQL Server.
- 2.2.6.1.14.2 No proprietary data storage technology will be acceptable.
- 2.2.6.1.14.3 The migrated structure shall preserve the contents of the existing CR and MVPP databases.
- 2.2.6.1.14.4 Data types shall be preserved whenever possible and when not possible data shall be cast to ANSI SQL data type that is of appropriate precision and domain resulting in no loss of data accuracy.

**2.2.6.1.15** The database shall be centrally administered and backed up.

- 2.2.6.1.15.1 The database shall be administered and maintained by the existing network support staff.
- 2.2.6.1.15.2 Database backup shall be part of regularly scheduled server backups and will be administered by the existing network support staff.
- 2.2.6.1.15.3 In 'disaster' scenarios, the database shall be able to be recovered and restored within 2 hours of hardware being available.
- 2.2.6.1.15.4 Data backup policies shall be established and documented to insure minimum impact in the event of data loss situations such as server failures.
- 2.2.6.1.15.5 Data backup policies shall be established and documented to allow a 5 business day roll back window.
- 2.2.6.1.15.6 The roll back window will allow the database (or a newly established database) to be returned to its state at the time of backup on any of the last 5 business days.

**2.2.6.1.16** The database shall be presented to internal and external users and applications using established network technologies such as ODBC and SOAP.

- 2.2.6.1.16.1 Data will be encrypted during transmission over any outside network including wireless networks.

## **2.2.7 TO Contractor Business Licensing and Consumer Services Requirements**

### **2.2.7.1 Requirements for Data Migration**

**2.2.7.1.1** Data shall reside in a Microsoft Access .MDB file (the most recent version of MS Access that MVA is supporting at the time of conversion).

- 2.2.7.1.1.1 The structures and data, which support the Business License and Consumer Services application, shall be migrated to a Microsoft Access MDB file.
- 2.2.7.1.1.2 The migrated structure will be a functional duplicate of the current Access '97 data structure.
- 2.2.7.1.1.3 All current data types will be preserved.

**2.2.7.1.2** Data security will be identical to the existing Access '97 paradigm.

- 2.2.7.1.2.1 The .MDB file which houses the data for the application will be protected by the file system permissions associated with its network location.

**2.2.7.1.3** Database will be backed up by current network file system backup.

- 2.2.7.1.3.1 The database will be administered and maintained by the existing network support staff.
- 2.2.7.1.3.2 Database backup will be part of regularly scheduled server backups and will be administered by the existing network support staff.

**2.2.7.1.4** Database server will be accessed by internal users through MS Access table linking

- 2.2.7.1.4.1 The data will continue to present itself to client applications as linked tables.
- 2.2.7.1.4.2 Data need not be encrypted during transmission within the MVA enterprise.

**2.2.7.1.5** The database will be stored in MS Access native format.

- 2.2.7.1.5.1 The data shall not be stored in encrypted format.

### **2.2.7.2 TO Contractor Requirements for Application Modification**

**2.2.7.2.1** Current user interface (front-end) application shall be migrated to a Microsoft Access platform (the most recent version of MS Access that MVA is supporting at the time of conversion).

- 2.2.7.2.2** Existing code shall be inspected and modified to be Microsoft Access compatible.
  - 2.2.7.2.2.1.1 Obsolete “menu command” based functions shall be corrected to use the more contemporary MS Access coding techniques.
- 2.2.7.2.3** Modified application shall be fully tested against the new data source prior to deployment.
  - 2.2.7.2.3.1 A test script shall be developed based on the performance of the current application.
  - 2.2.7.2.3.2 The modified application shall be tested to insure exact duplication of the current functionality.
- 2.2.7.2.4** Applications shall be modified to use the new database as their data source.
  - 2.2.7.2.4.1 Table dependencies in the modified application shall be resolved through a DSN file on the client computer data source established on the network and referenced by the front-end application.
- 2.2.7.2.5** Existing shortcuts and calling conventions shall be preserved in the modified applications.
  - 2.2.7.2.5.1 Modified applications shall be deployed in a Microsoft Access .MDB file to the same network locations as the existing applications.
  - 2.2.7.2.5.2 The .MS Access .MDB file containing the modified application shall have the same file name as the existing application.

## **2.2.8 DELIVERABLES**

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). 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 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the 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 must be invoiced within 30 days in the applicable invoice format (Reference 2.6 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 must 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.

The project will be broken into six phases on an application-by-application basis (CBD, Dealer Log, Automated Foreign Registration, Correspondence Tracking/Customer Relations and Business Licensing and Consumer Services). A planned high-level schedule of each phase is outlined below, together with phase deliverables. The contractor’s proposal should include a detailed work plan describing how each phase will be conducted. The proposed work plan would form the basis for a Project Work Plan to be jointly developed by the Contractor and the

MVA project staff upon project award. Contractors shall take special care in identifying the individual assigned to the mentoring process and shall thoroughly describe the tasks to be conducted by that individual.

#### **2.2.8.1 Project Initiation**

- 2.2.8.1.1 Project Charter**
- 2.2.8.1.2 System Boundary Document**
- 2.2.8.1.3 Risk Management Plan**

#### **2.2.8.2 Planning**

- 2.2.8.2.1 Project Management Plan**

#### **2.2.8.3 Requirements Analysis**

- 2.2.8.3.1 Interviews
- 2.2.8.3.2 Data analysis
- 2.2.8.3.3 Requirements Specification
- 2.2.8.3.4 Prototype testing and review
- 2.2.8.3.5 Detailed Design
- 2.2.8.3.6 Application architecture design
- 2.2.8.3.7 Testing approach Building System
- 2.2.8.3.8 Implementation Plan

#### **2.2.8.4 Development**

- 2.2.8.4.1 System performance, security, control and operations procedures
- 2.2.8.4.2 System documentation, training materials
- 2.2.8.4.3 Program code
- 2.2.8.4.4 Code review
- 2.2.8.4.5 Unit testing
- 2.2.8.4.6 Testing
- 2.2.8.4.7 System quality and integration testing
- 2.2.8.4.8 Final quality assurance reviews

#### **2.2.8.5 Implementation**

- 2.2.8.5.1 Roll out process
- 2.2.8.5.2 System implementation
- 2.2.8.5.3 Final system reviews (user acceptance)
- 2.2.8.5.4 Change / enhancement request documentation

#### **2.2.8.6 Mentoring**

- 2.2.8.6.1 Mentoring plan
- 2.2.8.6.2 Selecting prerequisite coursework
- 2.2.8.6.3 Training and mentoring sessions

#### **2.2.8.7 Other**

- 2.2.8.7.1 Bi-weekly Status Report Documents, Meeting Facilitation and Meeting Minutes
- 2.2.8.7.2 **Modify components or make system changes on a Time and Material basis (500 hours)**

### **2.2.9 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

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

- A) The State's System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.

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

## **2.3 CONTRACTOR EXPERTISE REQUIRED**

Due to the importance of the project, the personnel assigned to this work shall document successful, relevant experience with respect to performing services to convert Access 97 applications.

## **2.4 CONTRACTOR QUALIFICATIONS**

- 2.4.1** The TO Contractor must demonstrate a level of expertise in conducting a detailed design, conversion, migration, testing and implementation tasks required to successfully convert existing Access 97 applications to the appropriate platform.
- 2.4.2** The TO Contractor's proposed staff must demonstrate a level of expertise in conducting detailed design, conversion, migration, testing and implementation of Access 97 database applications to the other platforms.
- 2.4.3** The TO Contractor shall provide staff for technical, project, and contract support to ensure that all activities conducted under this contract are completed in an efficient and cohesive manner. Staff proposed to work on the project will be considered the TO Contractor's Key Personnel and must meet the minimum qualifications set forth in the Master Contract. The TO Contractor shall comply with section 2.5.3 Physical Security, of the CATS Master Contract Agreement. The MVA is invoking all of the requirements outlined in Section 2.5.3 for this TO
- 2.4.4** The TO Contractor shall comply with Section 2.5.3 Physical Security, of the CATS Master Contract agreement. The MVA is invoking all of the requirements outlined in Section 2.5.3 for this TO.

## **2.5 RETAINAGE**

The State shall pay 90% of all invoices after the required approval. The remaining 10% shall be withheld for sixty (60) business days after the Contractor's successful completion of the project. The final payment of retainage shall be based upon: acceptance of all deliverables by the MVA; acceptance of a final progress report from the Contractor; and a final invoice submitted by the Contractor and approved by both the MVA project manager and the MVA Procurement Officer.

## **2.6 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

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 Tax Identification Number, 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 9, is not submitted.

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

## 2.6.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Maryland Motor Vehicle MVA (MVA) 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 9, for each deliverable being invoiced) submitted for payment to the MVA at the following address:  

Motor Vehicle MVA  
Accounts Payable Unit  
Room 220  
6601 Ritchie Highway  
Glen Burnie, MD 21062
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## 2.7 REPORTING

### 2.7.1 PROJECT MANAGEMENT

The TO Contractor and the TO Requesting Agency shall conduct bi-weekly progress meetings. A bi-weekly project progress report shall be submitted **2 days** in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

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

### 2.7.2 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 Maryland Motor Vehicle Administration (MVA), at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor

provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to the MVA. The MVA 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 MVA at the TO Requesting Agency email address listed in this document.

## **2.8 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.



## **SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one or two possible responses:

1) A proposal and 2) a completed Master Contractors Feedback form, submitted electronically off the CATS web site. The TO Contractor shall describe how its organization can meet the qualifications of this TORFP and shall include the following:

- 3.1.1** Corporate size, length of time the corporation has been providing project planning services, key business partners, and the number of employees dedicated to meeting the requirements of this TO.
- 3.1.2** Technical skills and certifications of the TO Contractor's employees associated with providing project planning services to meet the requirements of this TO.
- 3.1.3** The number of clients and geographic locations the TO Contractor currently serves.
- 3.1.4** An organization chart of the TO Contractor showing:
  - 3.1.4.1** All major business units;
  - 3.1.4.2** Which business units will perform the requirements of this TO;
  - 3.1.4.3** Where the management of this contract will fall within the organization; and
  - 3.1.4.4** What corporate resources will be available to support this contract in both primary and secondary, or back-up roles.
- 3.1.5** Up to three (3) references from its customers who are capable of documenting:
  - 3.1.5.1** The TO Contractor's ability to manage projects of comparable size and complexity.
  - 3.1.5.2** Each client reference must include the following information:
    - 3.1.5.2.1** Name of client organization
    - 3.1.5.2.2** Name, title, and telephone number of Point of Contact for client organization
    - 3.1.5.2.3** Value, type, and duration of contract(s) supporting client organization
    - 3.1.5.2.4** The services provided, scope of the contract, objectives satisfied

### **3.2 FORMAT**

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

#### **3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE**

##### **A) Proposed Services – Work Plan**

- 1) **Requirements:** A detailed discussion of the 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 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 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 2.7).
- 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 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,
- a) Whether any available renewal option was not exercised,
- b) The State employee contact person (name, title, telephone number and e-mail address).

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

**Proposed Facility**

- 1) Identify Master Contractor’s facilities, including address, from which any work will be performed.

F) State Assistance

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

G) Confidentiality

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

**3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE**

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

B) Attachment 1 - Completed Financial Proposal, including:

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

## **SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT**

### **4.1 EVALUATION CRITERIA**

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

### **4.2 TECHNICAL CRITERIA**

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

The TO Contractors' proposals will be evaluated on the basis of the following:

1. The overall understanding of the work required.
2. TO Contractor's past performance on similar projects as provided in the Contractor's response to this task order request.
3. The qualifications and experience of the proposed personnel
4. Whether the proposed schedule is realistic and attainable and includes, but is not limited to, the milestones and deliverables listed within this TO.

### **4.3 SELECTION PROCEDURES**

- A) 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.
- B) The State reserves the right to require from the Contractor an oral presentation to the evaluation committee or any other State designated personnel. The Contractor will receive a minimum of three-calendar days notice prior to the presentation. The State reserves the right to request any key personnel proposed by the Contractor to attend the oral presentation.
- C) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, a task order agreement shall be awarded to the Contractor whose proposal is most advantageous to the State, considering price and the technical evaluation factors set forth herein. In making this determination, technical merit will receive greater weight than price.

### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

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

**ATTACHMENT 1- Worksheet**

**(500 HOURS OF TIME AND MATERIALS FOR DELIVERABLE 2.2.8.7.2)**

**FOR CATS TORFP # J00P7200021**

BY LABOR CATEGORY

Labor Categories	A	B	C
	Hourly Labor Rate*	Total Class Hours	Total Proposed CATS TORFP Price
<b>(INSERT PROPOSED LABOR CATEGORIES FOR THIS TORFP AND ALLOCATED HOURS TO TOTAL 500HRS)</b>	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>Total Time and Material Price**</b>			\$
<b>(not to exceed 500 hours)</b>			\$

\*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.

\*\*Enter the Total Time and Material Price for Deliverable 2.2.8.7.2 on to Attachment 1a - Price Proposal Sheet

### Attachment 1a- Price Proposal

Milestones	DELIVERABLES	Proposed Cost
2.2.8.1 <b>Project Initiation</b>	2.2.8.1.1 Project Charter	
	2.2.8.1.2 System Boundary Document	
	2.2.8.1.3 Risk Management Plan	
2.2.8.2 <b>Planning</b>	2.2.8.2.1 Project Management Plan	
2.2.8.3 <b>Requirements Analysis</b>	2.2.8.3.1 Interviews	
	2.2.8.3.2 Data Analysis	
	2.2.8.3.3 Requirements Specifications	
	2.2.8.3.4 Prototype Testing and Review	
	2.2.8.3.5 Detailed Design	
	2.2.8.3.6 Application Architecture Design	
	2.2.8.3.7 Testing Approach	
	2.2.8.3.8 Implementation Plan	
2.2.8.4 <b>Development</b>	2.2.8.4.1 System Performance, security, control and operating procedures	
	2.2.8.4.2 System Documentation, training materials	
	2.2.8.4.3 Program Code	
	2.2.8.4.4 Code Review	
	2.2.8.4.5 Unit Testing	
	2.2.8.4.6 Testing	
	2.2.8.4.7 System Quality and Integration Testing	
	2.2.8.4.8 Final Quality Assurance Reviews	

<b>2.2.8.5 Implementation</b>	2.2.8.5.1 Rollout Process	
	2.2.8.5.2 System Implementation	
	2.2.8.5.3 User Acceptance	
	2.2.8.5.4 Change/Enhancement Request Documentation	
<b>2.2.8.6 Mentoring</b>	2.2.8.6.1 Mentoring Plan	
	2.2.8.6.2 Selecting Prerequisite Coursework	
	2.2.8.6.3 Training and Mentoring Session	
<b>2.2.8.7 Other</b>	2.2.8.7.1 Bi-weekly Status Report Documents, Meeting Facilitation, Meeting Minutes	
	2.2.8.7.2 Modify components or make system changes on a Time and Material (500 hours) (from Attachment 1, Worksheet)	
<b>Total Project Cost</b>		

---

Authorized Individual Name

---

Company Name

---

Title

---

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

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

**CATS TORFP # J00P7200021**

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

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



# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 1

### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. J00P7200021, 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 that I am unable to achieve it. Instead, I intend to achieve an MBE goal of        percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

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

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

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

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

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 2

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J00P7200021	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

### SUMMARY

<b>TOTAL MBE PARTICIPATION:</b>	_____	%
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	_____	%
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	_____	%

Document Prepared By: (please print or type)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

SUBMIT AS A .PDF FILE WITH TO RESPONSE

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 2

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 3

### OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # J00P7200021, I state the following:

1. 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. Offeror made the following attempts to contact personally the solicited MBEs:
  
4.  Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
(DESCRIBE EFFORTS)  
  
 This project does not involve bonding requirements.
  
5.  Offeror did/did not attend the pre-proposal conference  
 No pre-proposal conference was held.

\_\_\_\_\_  
Offeror Name

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 4**

**SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

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

Provided that \_\_\_\_\_ is awarded the TO Agreement in

(Prime TO Contractor Name)

conjunction with TORFP No. J00P7200021, it and \_\_\_\_\_,

(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 5

### MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS TORFP # J00P7200021 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

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

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

**Return one copy of this form to the following address:**

Sa'ad Kirmani, TO Manager Motor Vehicle Administration 6601 Ritchie Highway, Rm. 223 Glen Burnie, MD 21062 skirmani@mdot.state.md.us	Minnie Carter, Director EEO Motor Vehicle Administration 6601 Ritchie Highway, Rm. OIR/309 Glen Burnie, MD 21062 mcarter@mdot.state.md.us
--	---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 6

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____  Reporting Period (Month/Year): ___/_____  <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS TORFP # J00P7200021 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____		Contact Person: _____

**Return one copy of this form to the following address:**

Sa'ad Kirmani, TO Manager Motor Vehicle Administration 6601 Ritchie Highway, Rm. 223 Glen Burnie, MD 21062 skirmani@mdot.state.md.us	Minnie Carter, Director EEO Motor Vehicle Administration 6601 Ritchie Highway, Rm. OIR/309 Glen Burnie, MD 21062 <a href="mailto:mcarter@mdot.state.md.us">mcarter@mdot.state.md.us</a>
--	---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS



## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS TORFP# J00P7200021 OF MASTER CONTRACT #050R5800338

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, TO Requesting Agency.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the TO Requesting Agency, as identified in the CATS TORFP # J00P7200021
  - b. “CATS TORFP” means the Task Order Request for Proposals # J00P7200021, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
  - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between Maryland Motor Vehicle Administration and TO Contractor.
  - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
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
    - d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of **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 Agency TO Manager unless otherwise specified herein.

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

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

**TO Contractor Name**

By: Type or Print TO Contractor POC

Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, TO Requesting Agency

By: insert name, TO Procurement Officer

\_\_\_\_\_ Date

Witness: \_\_\_\_\_

## ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, 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.



# **ATTACHMENT 6 – DIRECTIONS**

## **TO THE PRE-TO PROPOSAL CONFERENCE**

Driving directions for MDOT Headquarters

### **Baltimore:**

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

### **Washington:**

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

### **Annapolis:**

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

## ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #J00P7200021

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM



# ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Project Name for TORFP

TO Agreement Number: #J00P7200021

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: TO Manager

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature

\_\_\_\_\_  
Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.6 OF THE TORFP.

# ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

**To:**

The following deliverable, as required by TO Agreement #J00P7200021, 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 2.2.6 OF THE TORFP.

## ATTACHMENT 10 – 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 #J00P7200021 for Conversion of Access 97 Databases. 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 Bayne, 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 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

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

### **RECITALS**

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Conversion of Access 97 Databases TORFP No. J00P7200021 dated March 15, 2007, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

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

the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

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

**TO Contractor/TO Contractor's Personnel:**

**TO Requesting Agency:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

**EXHIBIT A**

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

Printed Name and Address  
of Employee or Agent

Signature

Date

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

## ATTACHMENT 12 – MVA Office Locations

MVA Office Locations	
<b>Office Hours:</b> Monday – Friday 8:30 am to 4:30 pm, Saturday 8:30 am to Noon (except as noted)	
<b>Annapolis - Dist 4</b> Manager: Natalie Grasso - 410-573-4780 160 Harry S. Truman Parkway Annapolis, MD 21401	<b>Hagerstown - Dist 1</b> Manager: Rebecca Snyder - 240-420-5229 18306 Col Henry Douglas Dr Hagerstown, MD 21740
<b>Baltimore City (Mondawmin) - Dist 2</b> Manager: Timothy Ballard - 410-333-5835 2500 Gwynns Falls Pkwy Baltimore MD 21216-3290	<b>Largo - Dist 4</b> Manager: Sherri Dyson - 301-333-1500 10251 Central Ave Upper Marlboro MD 20772-1303
<b>Bel Air - Dist 2</b> Manager: Linda Colden - 410-638-6505 501 West MacPhail Road Bel Air, MD 21014	<b>Loch Raven / Parkville - Dist 2</b> Manager: Synethia (Missie) Kenner - 410-663-7530 8966 Waltham Woods Road Parkville, MD 21234
<b>Beltsville - Dist 3</b> Manager: Betty Thompson - 301-210-2900 11760 Baltimore Avenue-Beltsville MD 20705	<b>Loveville - Dist 4</b> Manager: Herb Butler - 301-997-1750 27351 Point Lookout Road Leonardtown, MD 20650
<b>Columbia Express - Dist 3</b> Manager: Nancy Elkins - 410-964-1598 6490 Dobbins Road Columbia, MD 21045	<b>Mobile Office</b> Manager: Sandy Bathurst - 410-802-4619
<b>Cumberland - Dist 1</b> Manager: Lenna Morgan - 301-729-4668 13300 Winchester Rd SW, Cumberland MD 21502	<b>MVA Headquarters</b> <b>6601 Ritchie Hwy NE Glen Burnie MD 21062</b>
<b>Easton - Dist 4</b> Manager: Debbie Seward - 410-820-6900 9148 Centreville Road Easton, MD 21601-9620	<b>Oakland - Dist 1</b> (Tues & Thurs ONLY 10:00am – 3:30pm) Manager: Lenna Morgan - 301-334-8808 400 Weber Road Oakland, MD 21550
<b>Elkton - Dist 2</b> Manager: Wanda 'Loni' Hostetter - 410-392-3569 105 Chesapeake Blvd., Suite A Elkton, MD 21921	<b>Prince Frederick - Dist 4</b> (Mon & Tues ONLY 8:30am – 3:45pm) Manager: Herb Butler - 410-535-8806 200 Duke Street Prince Frederick, MD 20678
<b>Essex - Dist 2</b>	<b>Salisbury - Dist 4</b>



<p>Manager: Mike Sears - 410-780-3604 1338A Eastern Blvd Baltimore, MD 21221</p>	<p>Manager: Debbie Taylor - 410-219-7737 251 Tilghman Road Salisbury, MD 21804</p>
<p><b>Frederick - Dist 1</b> Manager: Paul Cebeci - 301- 631-7142 1601 Bowman Farm Road Frederick, MD 21701</p>	<p><b>Waldorf - Dist 4</b> Manager: Sharon Semler - 301-632-6501 11 Industrial Park Drive Waldorf, MD 20602-1908</p>
<p><b>Gaithersburg - Dist 3</b> Manager: Jane Thomas - 301-990-3401 15 Metropolitan Grove Rd Gaithersburg, MD 20878</p>	<p><b>Walnut Hill Express - Dist 3</b> Manager: Carroll Gatling - 240-631-1362 16516 South Westland Drive Gaithersburg, MD 20877</p>
<p><b>Glen Burnie - Dist 1</b> <b>Manager: Rhonda Witt - 410-787-7899</b> 6601 Ritchie Hwy NE Glen Burnie MD. 21062</p>	<p><b>Westminster - Dist 1</b> Manager: Ronald Wagner - 410-386-3200 <b>1106 Baltimore Blvd. Westminster, MD 21157</b></p>
<p><b>Glenmont Express - Dist 3</b> <b>Manager: Rhashad Johnson - 301-946-6067</b> 12335 C &amp; D Georgia Ave Silver Spring, MD 20906</p>	<p>White Oak – Dist 3 Manager: Sherri Gardner – 301-989-6200 2131 Industrial Pkwy Silver Spring, MD 20904</p>

# ATTACHMENT 13 - Instructions for Accessing the MDOT Secure FTP Server

- 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.



- E. 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.

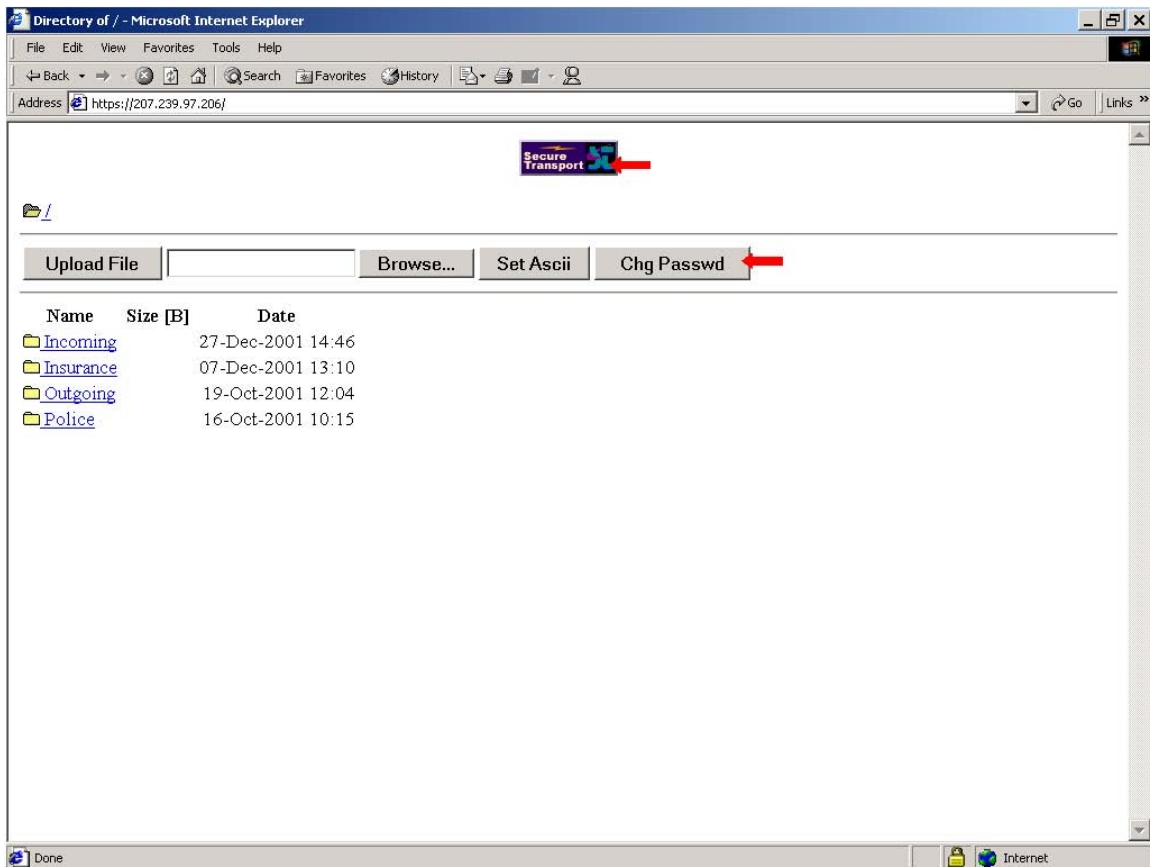


Figure 1

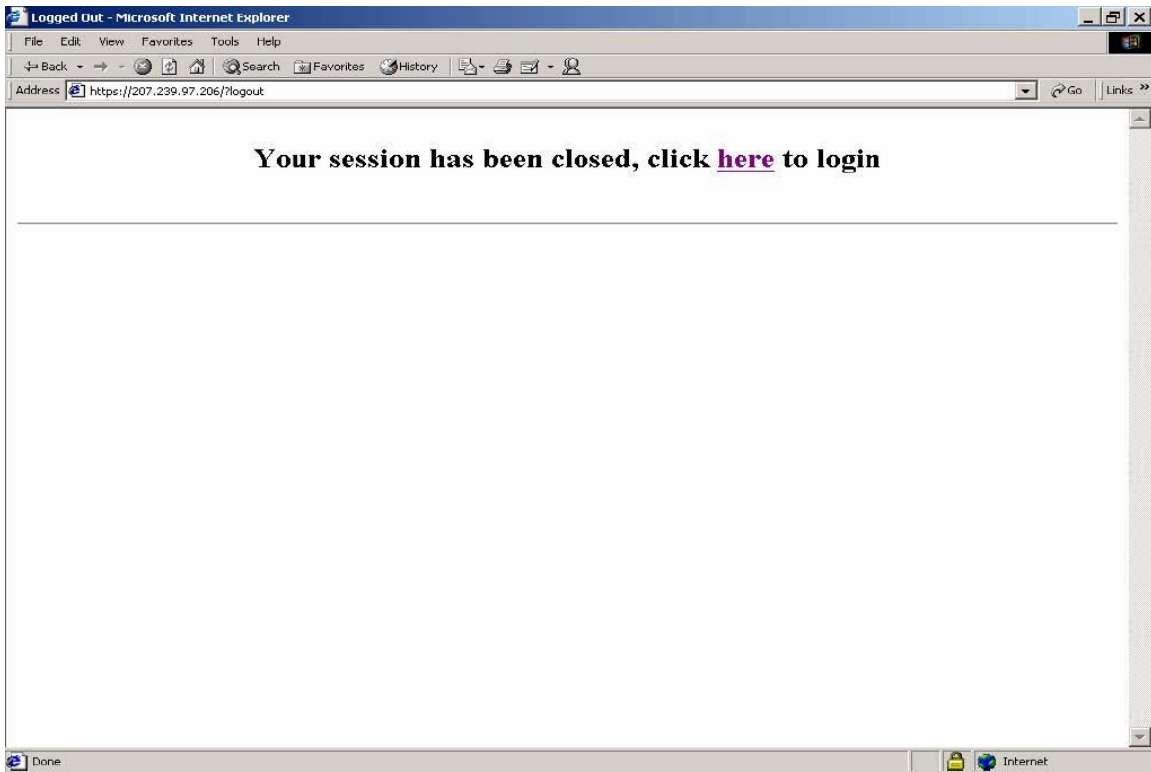
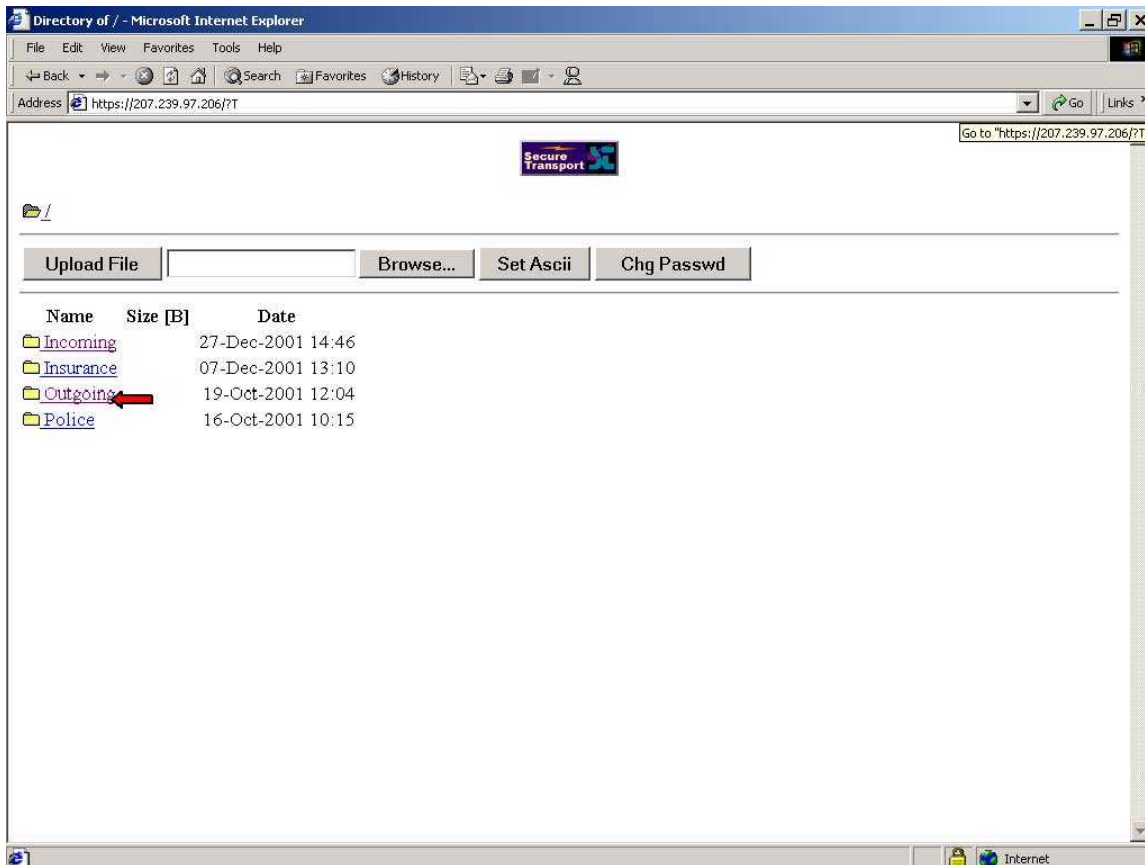


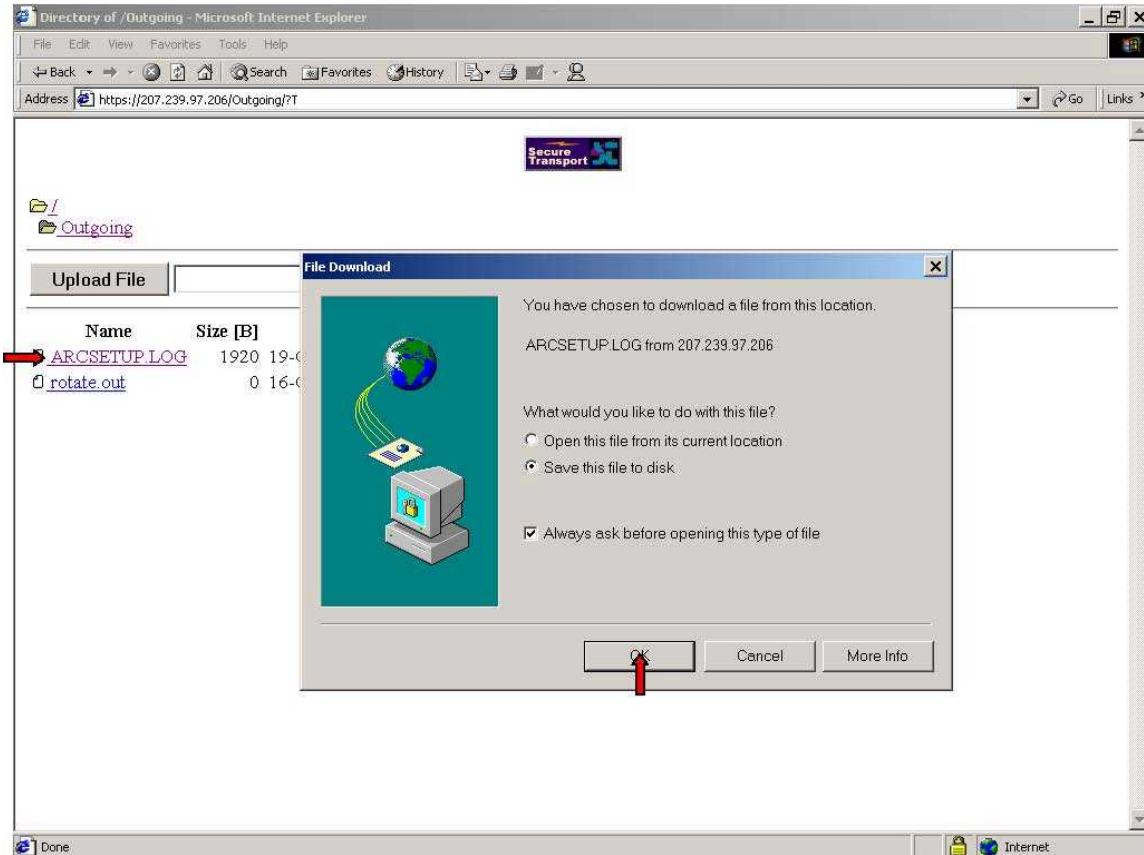
Figure 2

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

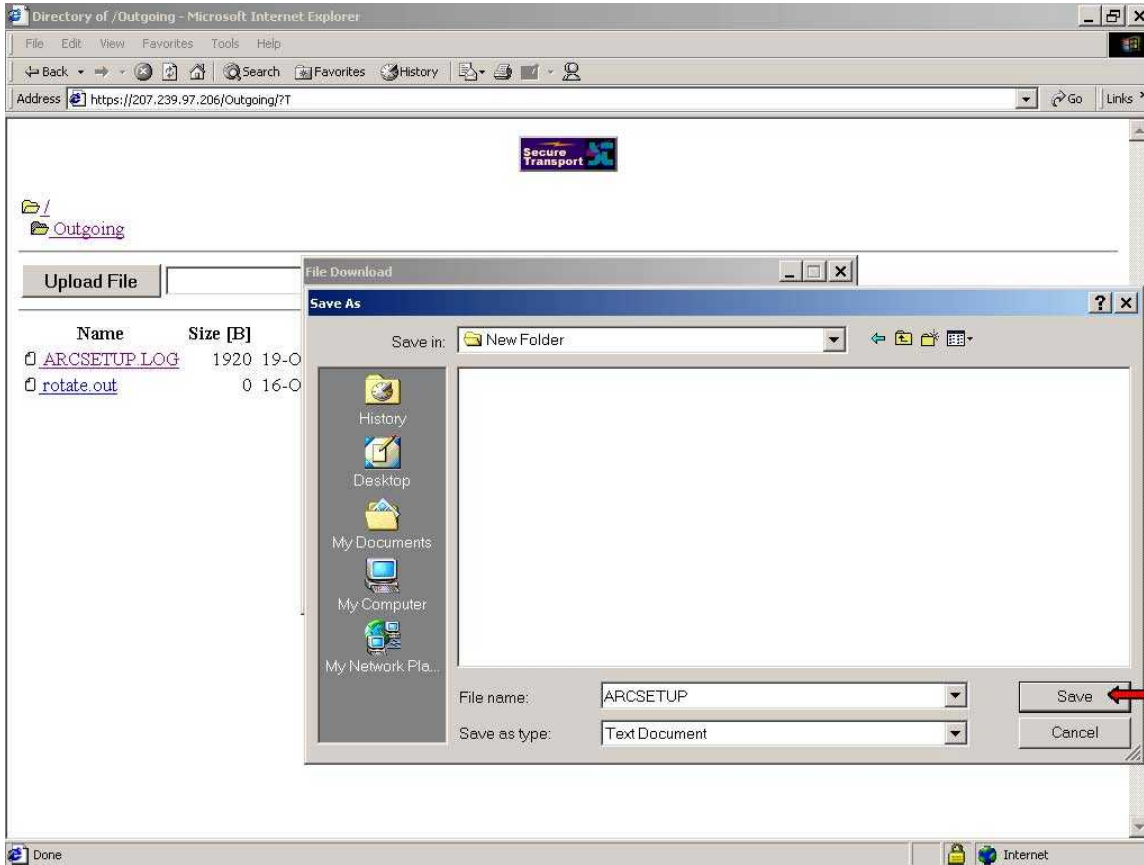
1. To retrieve a file from the Maryland Department of Transportation Secure FTP Server, click the “Outgoing” Name (directory).



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”.



- 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.



- 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.