

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



**MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)  
AND  
STATE HIGHWAY ADMINISTRATION (SHA)  
OFFICE OF TRAFFIC AND SAFETY  
MOTOR CARRIER DIVISION (OOTS-MCD)**

**SOLICITATION NUMBER J02B0600092**

**APPLICATION SOFTWARE SUPPORT AND MAINTENANCE  
FOR THE COMMERCIAL VEHICLE INFORMATION  
EXCHANGE WINDOW (CVIEW) SYSTEM**

**ISSUE DATE: DECEMBER 01, 2020**

## MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT) KEY INFORMATION SUMMARY SHEET

<b>Solicitation Title:</b>	<b>Application Software Support and Maintenance For The Commercial Vehicle Information Exchange Window (CVIEW) System</b>
<b>Solicitation Number (TORFP#):</b>	<b>J02B0600092</b>
<b>Functional Area:</b>	<b>Functional Area 8 – Application Service Provider</b>
<b>TORFP Issue Date:</b>	December 1, 2020
<b>TORFP Issuing Office:</b>	Maryland Department of Transportation and State Highway Administration (MDOT and SHA or the "Department")
<b>Department Location:</b>	7201 Corporate Center Drive Hanover MD 21076
<b>TO Procurement Officer:</b>  <b>e-mail:</b> <b>Office Phone:</b>	Joseph Palechek 7201 Corporate Center Drive, Hanover MD 21076 jpalechek@mdot.maryland.gov 410-865-1137
<b>TO Manager:</b>  <b>e-mail:</b> <b>Office Phone:</b>	Dave Czorapinski Chief, Motor Carrier Division Office of Traffic and Safety (OOTS-MCD) 7491 Connelley Drive, Hanover MD 21076 dczorapinski@mdot.maryland.gov
<b>TO Proposals are to be sent to:</b>	jpalechek@mdot.maryland.gov
<b>TO Pre-proposal Conference:</b>	The Pre-Proposal Conference will be held virtually on Thursday, December 10, 2020 at 10:00 a.m. Local Time, Via Teams See <b>Attachment A</b>
<b>TO Proposals Due (Closing) Date and Time:</b>	Monday, January 11, 2020 at 2:00 p.m. Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <b>Section 5</b> ).
<b>MBE Subcontracting Goal:</b>	No MBE Goal
<b>VSBE Subcontracting Goal:</b>	No VSBE Goal
<b>Task Order Type:</b>	Firm Fixed Price
<b>Task Order Duration:</b>	Five (5) years base period with zero (0) option periods, commencing from date of Notice To Proceed (NTP)
<b>Primary Place of Performance:</b>	State Highway Administration (SHA)

	Office of Traffic and Safety - Motor Carrier Division (OOTS – MCD) 7491 Connelley Drive, Hanover MD 21076
<b>SBR Designation:</b>	No
<b>Federal Funding:</b>	No
<b>Questions Due Date and Time</b>	Monday, December 14, 2020 by 5:00 p.m. Local Time

## TABLE OF CONTENTS - TORFP

<b>1</b>	<b>Minimum Qualifications</b> .....	<b>1</b>
1.1	Offeror Minimum Qualifications.....	1
1.2	Offeror Personnel Minimum Qualifications.....	1
<b>2</b>	<b>TO Contractor Requirements: Scope of Work</b> .....	<b>2</b>
2.1	Summary Statement.....	2
2.2	Background and Purpose .....	2
2.3	Responsibilities and Tasks.....	4
2.4	Deliverables .....	34
2.5	Change Orders .....	37
2.6	Service Level Agreement (SLA) .....	37
<b>3</b>	<b>TO Contractor Requirements: General</b> .....	<b>43</b>
3.1	Task Order Initiation Requirements .....	43
3.2	End of Task Order Transition.....	44
3.3	Invoicing.....	46
3.4	Liquidated Damages .....	48
3.5	Disaster Recovery and Data .....	48
3.6	Insurance Requirements .....	49
3.7	Security Requirements.....	50
3.8	SOC 2 Type 2 Audit Report .....	56
3.9	Performance and Personnel .....	58
3.10	Substitution of Personnel.....	61
3.11	Minority Business Enterprise (MBE) Reports.....	62
3.12	Veteran Small Business Enterprise (VSBE) Reports .....	62
3.13	Work Orders .....	62
3.14	Additional Clauses.....	63
<b>4</b>	<b>TORFP Instructions</b> .....	<b>66</b>
4.1	TO Pre-Proposal Conference.....	66
4.2	Questions .....	66
4.3	TO Proposal Due (Closing) Date and Time .....	66
4.4	Award Basis.....	67
4.5	Oral Presentation .....	67

4.6	Limitation of Liability .....	67
4.7	MBE Participation Goal .....	67
4.8	VSBE Goal .....	67
4.9	Living Wage Requirements .....	67
4.10	Federal Funding Acknowledgement.....	67
4.11	Conflict of Interest Affidavit and Disclosure .....	68
4.12	Non-Disclosure Agreement .....	68
4.13	Location of the Performance of Services Disclosure .....	68
4.14	Department of Human Services (DHS) Hiring Agreement.....	68
4.15	Small Business Reserve (SBR) Set-Aside.....	68
<b>5</b>	<b>TO Proposal Format .....</b>	<b>69</b>
5.1	Required Response .....	69
5.2	Two Part Submission.....	69
5.3	TO Proposal Packaging and Delivery .....	69
5.4	Volume I - TO Technical Proposal.....	70
5.5	Volume II – TO Financial Proposal .....	75
<b>6</b>	<b>Evaluation and Selection Process.....</b>	<b>76</b>
6.1	Evaluation Committee .....	76
6.2	TO Technical Proposal Evaluation Criteria.....	76
6.3	TO Financial Proposal Evaluation Criteria.....	76
6.4	Selection Procedures .....	77
6.5	Documents Required upon Notice of Recommendation for Task Order Award.....	77
<b>7</b>	<b>TORFP ATTACHMENTS AND APPENDICES .....</b>	<b>79</b>
<b>Attachment A.</b>	<b>TO Pre-Proposal Conference Response Form .....</b>	<b>81</b>
<b>Attachment B.</b>	<b>TO Financial Proposal Instructions &amp; Form.....</b>	<b>82</b>
<b>Attachment C.</b>	<b>Bid/Proposal Affidavit.....</b>	<b>85</b>
<b>Attachment D.</b>	<b>Minority Business Enterprise (MBE) Forms .....</b>	<b>92</b>
<b>Attachment E.</b>	<b>Veteran-Owned Small Business Enterprise (VSBE) Forms .....</b>	<b>93</b>
<b>Attachment F.</b>	<b>Maryland Living Wage Affidavit of Agreement for Service Contracts .....</b>	<b>94</b>
<b>Attachment G.</b>	<b>Federal Funds Attachments.....</b>	<b>98</b>

<b>Attachment H.</b>	<b>Conflict of Interest Affidavit and Disclosure .....</b>	<b>99</b>
<b>Attachment I.</b>	<b>Non-Disclosure Agreement (TO Contractor).....</b>	<b>100</b>
<b>Attachment J.</b>	<b>HIPAA Business Associate Agreement.....</b>	<b>105</b>
<b>Attachment K.</b>	<b>Mercury Affidavit.....</b>	<b>106</b>
<b>Attachment L.</b>	<b>Location of the Performance of Services Disclosure .....</b>	<b>107</b>
<b>Attachment M.</b>	<b>Task Order .....</b>	<b>108</b>
<b>Appendix 1.</b>	<b>Abbreviations and Definitions.....</b>	<b>112</b>
<b>Appendix 2.</b>	<b>Offeror Information Sheet.....</b>	<b>116</b>
<b>Appendix 3.</b>	<b>Criminal Background Check Affidavit .....</b>	<b>117</b>
<b>Appendix 4.</b>	<b>Labor Classification Personnel Resume Summary .....</b>	<b>118</b>
<b>Appendix 5.</b>	<b>MDOT Information Security Plan.....</b>	<b>122</b>
<b>Appendix 6.</b>	<b>CVIEW Requirements Matrix .....</b>	<b>123</b>
<b>Appendix 7.</b>	<b>Maryland ONE Output to CVIEW.....</b>	<b>151</b>
<b>Appendix 8.</b>	<b>Maryland Heavy Vehicle Registration System to CVIEW .....</b>	<b>153</b>
<b>Appendix 9.</b>	<b>SAFER Interface Control Document.....</b>	<b>154</b>
<b>Appendix 10.</b>	<b>FMCSA PRISM System Specifications .....</b>	<b>155</b>
<b>Appendix 11.</b>	<b>Maryland International Registration Plan (MIRP) Output to CVIEW .....</b>	<b>156</b>
<b>Appendix 12.</b>	<b>International Fuel Tax Agreement (IFTA) Output to CVIEW.....</b>	<b>157</b>

## 1 Minimum Qualifications

### 1.1 Offeror Minimum Qualifications

To be considered reasonably susceptible of being selected for award, an Offeror must provide proof with its TO Technical Proposal in Section 5.4.2 that the following Minimum Qualifications have been met:

- 1.1.1 At least five (5) years of experience providing Commercial Vehicle Information Exchange Window (CVIEW) product support services to government entities.
- 1.1.2 CVIEW experience shall include programming and system support proficiency using any of the following software technologies:
  - A. Visual Studio.NET programming
  - B. Visual C++, C++.Net, C#.Net programming
  - C. ASP programming
  - D. Event-driven application programming
  - E. Windows Application GUI programming
  - F. Object- Oriented Analysis and Design
  - G. UML diagrams
  - H. Windows API and infrastructure programming
  - I. Client/Server application programming in the Windows Computing Platform
  - J. Current versions of Oracle, Microsoft SQL Server and related database administration and support

### 1.2 Offeror Personnel Minimum Qualifications

The personnel proposed under this TORFP must meet all minimum qualifications for the labor category, as identified in the **CATS+ RFP, Section 2.10**.

(<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf> and subsequent Amendment #4 & Amendment – Section 2.10 update-see: [http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016\\_Section2.10\\_Amendment.pdf](http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016_Section2.10_Amendment.pdf))

Proposed Personnel experience starting dates and ending dates must be clearly identified for each applicable minimum requirement.

#### 1.2.1 The Project Manager proposed under this TORFP shall possess current:

- A. Project Management Professional Certification (PMP®)

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## 2 TO Contractor Requirements: Scope of Work

### 2.1 Summary Statement

- 2.1.1 The Maryland Department of Transportation (MDOT) is issuing this CATS+ TORFP on behalf of the MDOT State Highway Administration (SHA) Office of Traffic and Safety - Motor Carrier Division (OOTS – MCD) to obtain the services of one Master Contractor with a broad range of technical expertise to provide application support and related services for the Maryland Commercial Vehicle Information Exchange Window (CVIEW) System.
- 2.1.2 MDOT and SHA does not wish to procure a new or different software application under this solicitation. The Maryland CVIEW system is currently utilizing a customized version of CVIEWPlus, which was developed and is currently hosted by Iteris, Inc.
- 2.1.3 The Maryland CVIEW is a vendor-hosted system accessed through a secure web/internet interface. This system is hosted at a secure remote location and provides the electronic exchange of interstate and intrastate carrier and vehicle data between State legacy systems, users, and Safety and Fitness Electronic Records (SAFER).
- 2.1.4 MDOT and SHA does not wish to procure a software application still under development. The COTS software utilized in the solution shall be operational (i.e., not under development) and generally available by the due date of the TO Proposal.
- 2.1.5 The TO Contractor shall provide one (1) Project Manager and one (1) Software Development / Support Manager (Key Personnel) who are required to start at Notice to Proceed (NTP).
- 2.1.6 This CATS+ TORFP shall also include non-recurring optional services for system modifications and enhancements to further customize CVIEW as required, either by the Federal Government or by MDOT and SHA via Work Orders (See Section 3.13).
- 2.1.7 Master Contractors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this Task Order, the Offeror awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirement, or design thereof.
- 2.1.8 A Task Order award does not assure a TO Contractor that it will receive all State business under the Task Order.

### 2.2 Background and Purpose

#### 2.2.1 Department Background

- A. The MDOT State Highway Administration is the State agency responsible for highway safety programs and highway preservation. Intelligent Transportation Systems (ITS) utilize technology to increase roadway safety, reduce motorist delays and air pollution, and improve the overall productivity of commercial vehicle operations. The Motor Carrier Division (MCD) is tasked with supporting truck and bus safety programs, the hauling permits program, weigh station facilities, Innovative Technology Deployment (ITD) program and technical support.
- B. ITD is a nationwide program managed by Federal Motor Carrier Safety Administration (FMCSA) designed to:
  - 1. Improve safety and productivity of motor carriers, commercial vehicles, and their drivers



2. Improve efficiency and effectiveness of commercial vehicle safety programs through targeted enforcement
  3. Improve commercial vehicle data sharing within states, between states and FMCSA
  4. Reduce Federal/State and industry regulatory and administrative costs
- C. The ITD program is coordinating the statewide deployment of specific new ITS capabilities in three (3) areas:
1. Safety Information Exchange
  2. Credentials Administration
  3. Electronic Screening
- D. The ITD advanced the technological capability and promoted the deployment of intelligent transportation system applications for commercial vehicle operations, including commercial vehicle, commercial driver, and carrier-specific information systems and networks.

### **2.2.2 Project Background**

- A. The CVIEW System is the State's central repository of data related to intrastate and interstate motor carriers, commercial motor vehicles, and commercial vehicle drivers. It does not replace the agencies' operational systems (such as vehicle titling and registration); rather it is a collection of data from systems that provide a single data source for regulation and enforcement.
- B. CVIEW supports many aspects of the State's ITD program. The CVIEW system supports the timely distribution of safety and credential data to authorized users to include, but are not limited to:
1. Maryland State Police
  2. Maryland Transportation Authority
  3. Comptroller's Office
  4. Other Maryland Transportation Agencies (such as Motor Vehicle Administration) with a need to know.
- C. CVIEW delivers data to the State's electronic screening system. CVIEW improves the efficiency and effectiveness of the State's resources by automating the sharing of data between agencies, which was earlier accomplished through manual processes (e.g., phone calls or letters).
- D. CVIEW is the primary data source for enforcement personnel responsible for Commercial Motor Vehicle (CMV) screening and inspections.
- E. CVIEW receives data from several Maryland information systems including:
1. Safety and Fitness Electronic Records (SAFER) System - national system operated by FMCSA that stores and makes available motor carrier related data from all US jurisdictions. CVIEW receives Census data from SAFER weekly and receives inspection data from SAFER near real-time.
  2. International Registration Plan (IRP) - CVIEW is updated with IRP registration data daily

3. Heavy Vehicle Registration System (HVRS) - CVIEW is updated with Motor Vehicle Administration (MVA) intrastate HVRS data weekly
4. International Fuel Tax Agreement (IFTA) - CVIEW is updated with Maryland IFTA data daily

### **2.2.3 System Background**

- A. CVIEW is accessible from the Maryland local and wide area networks, as well as wireless data networks via a web-based interface.
- B. CVIEWPlus (as customized for Maryland) is currently hosted by Iteris, Inc. in a cloud-based configuration using Microsoft Azure and associated computational and network hardware.

### **2.2.4 State Staff and Roles**

In addition to the TO Manager, the TO Contractor Personnel shall expect to interact with other MDOT and SHA personnel and Comptroller's Office, Motor Vehicle Administration, and other personnel that are responsible for data uploads to CVIEW and SAFER. Roles that will be working closely with the TO Contractor Personnel includes, but is not limited to:

- A. State Project Manager - the State will provide a Project Manager who will be responsible in managing and overseeing the CVIEW.

### **2.2.5 Other State Responsibilities**

- A. The State will provide normal office working facilities and equipment reasonably necessary for TO Contractor performance under this Task Order. Any special requirements (e.g., reprographic services, computer time, key data entry) shall be identified.
- B. The State is responsible for providing required information, data, documentation, and test data to facilitate the TO Contractor's performance of the work and will provide such additional assistance and services as is specifically set forth.

## **2.3 Responsibilities and Tasks**

### **2.3.1 General Requirements**

The TO Contractor shall provide the following services:

- A. Continue to Implement and integrate existing Federal Motor Carrier Safety Administration (FMCSA) compliant CVIEW software into the current MDOT and SHA environment.
- B. Implement current State specific customizations and/or functionalities into the CVIEW system.
- C. Migrate State specific data from the current CVIEW system to the new system (if required).
- D. Perform unit, system and integration testing to validate system customizations and/or functionalities and accurate data migration (if required).
- E. Support User Acceptance Tests (UAT) conducted by MDOT and SHA by providing the test environment and test data (if required).
- F. Transition or continue to host current CVIEW software in production.
- G. Provide hosting and operational support for CVIEW. Operational support includes both Tier 1 and Tier 2 Help Desk Support to MDOT and SHA.

### **2.3.2 Functional Requirements**

The TO Contractor shall provide the following services for each identified functional requirement:

**A. Continue to implement and integrate FMCSA compliant CVIEW software into MDOT and SHA environment**

1. Establish (if necessary) and/or continue to host the existing development, test, and production environments for the MD CVIEW for the duration of the Task Order (TO). These environments shall have the following purposes:
  - a. Development Environment - shall be used for the development of State specific customizations to the MD CVIEW as required. The Development Environment shall have sufficient resources to support the development workload and to accommodate System Testing.
  - b. Test Environment - shall be maintained with identical software and architecture (not necessarily in capacity) with that of the production environment except when being used to test new software releases. This environment shall be utilized for system release testing and shall be integrated with other Maryland systems for testing purposes. This environment shall have access to all system interfaces found in production unless it is not technically possible to do so. This environment shall mirror production. During system releases, it shall be used to conduct Integration Tests, which should test the entire system including interfaces to other systems which interface with the production system. It shall also be used for System testing of the full release prior to each system release.
  - c. The Production Environment shall be used exclusively for production purposes under configuration control. The Production Environment should have sufficient resources to support an average user load of 100 concurrent users.
2. Establish network capability and capacity to provide reliable and responsive connectivity for all users of CVIEW. TO Contractor shall provide complete solution including network and internet access for State to access the CVIEW software
3. Ensure that all environments meet security standards as articulated in the State of Maryland Information Technology Security Policies. These documents can be found at <https://doit.maryland.gov/policies/Pages/default.aspx>

**B. Implementation and integration of State required functionalities into Maryland CVIEW**

TO Contractor shall customize the CVIEW software to include Maryland specific requirements into the CVIEW System. These requirements include:

1. **Maryland One Automated Hauling Permits System** – an automated web-based system that processes oversize/overweight vehicle/load permits for travel on state owned roads developed by Bentley Transportation in Denver, Colorado using Oracle, ASP and Java.
  - a. The TO Contractor shall develop a functionality which shall update the Maryland CVIEW with oversize/overweight hauling permit information from the Maryland One Automated Hauling Permits System thrice daily: 9AM, 1PM, 5PM.

- b. The TO Contractor shall coordinate with Maryland One in establishing the required data exchange with the Maryland One Permitting System.
- c. The TO Contractor shall perform initial data load of Maryland One data.
- d. The Maryland CVIEW shall retrieve the following permit related information issued by Maryland One including, but not limited to:
  - i. DOT number
  - ii. Permit type and Number
  - iii. Permitted carrier name
  - iv. TO and FROM valid dates of permit
  - v. Permitted oversize/overweight dimensions
  - vi. GVW
  - vii. Vehicle load description
  - viii. Routing (if applicable)
  - ix. Special Restrictions (if applicable)
  - x. Trailer and Tractor description
  - xi. Trailer and Tractor plates and state

The Maryland One Automated Hauling Permit data that shall be available to Maryland CVIEW is described in Appendix 7 – Maryland One Output to CVIEW.

- e. The Maryland CVIEW shall not update a record in its database with incoming Maryland One Permit data if the corresponding existing Maryland CVIEW record is more current than the incoming data.
  - f. The Maryland CVIEW shall be able to automatically purge Maryland One permit data that is no longer valid.
  - g. The Maryland CVIEW shall check the Maryland One data in CVIEW whenever the vehicle summary information is displayed and shall display an indicator on the summary screen if a valid permit exists. The Maryland CVIEW shall also provide a drill-down capability to display the permit detail. This capability should not require the operator to manually log-on to Maryland One. Enforcement personnel can currently log-on to Maryland One via the web and view permit information.
  - h. The Maryland CVIEW shall be able to retrieve and display an image of the permit as contained in Maryland One.
2. **Maryland Heavy Vehicle Registration System (MHVRS)** - used by the Maryland Motor Vehicle Administration (MVA) to process the vehicle registrations of Maryland based intrastate motor carriers. There are approximately 127,000 heavy vehicles registered in Maryland. Maryland based carriers renew their registrations, add, delete, transfer vehicles and request weight changes. The system currently generates a file once a week of all changes in heavy vehicles (over 10,000 pounds) registration information.

- a. The TO Contractor shall develop the functionality which shall update the Maryland CVIEW with the data from the Maryland Heavy Vehicle Registration System (MHVRS).
- b. The TO Contractor shall perform initial data load of MHVRS data.
- c. The TO Contractor shall coordinate with MHVRS in order to establish the required data exchange with the state registration system.
- d. The Maryland CVIEW shall retrieve the commercial vehicle registration data for commercial vehicles registered in Maryland from MVHRS including, but not limited to the following information:
  - i. Vehicle owner
  - ii. Commercial vehicle title number
  - iii. Commercial vehicle registration
- e. The Maryland CVIEW shall retrieve updated registration data on a regular basis. The default frequency shall be weekly. However, the frequency can be configured at least nightly.
- f. The registration data to be available to the Maryland CVIEW is described in Appendix 8 – Maryland Heavy Vehicle Registration System to CVIEW.
- g. The Maryland CVIEW shall not update a record in its database with incoming intrastate registration data if the corresponding existing Maryland CVIEW record is more current than the incoming data.

### **3. Safety and Fitness Electronic Records (SAFER)**

- a. The TO Contractor shall maintain the capability for access to information from SAFER, a national system operated by FMCSA. This capability shall meet all FMCSA requirements as contained in the most recent SAFER Interface Control Document (ICD) listed on Appendix 9 - SAFER ICD (Separate Attachment). The SAFER ICD can also be obtained from the CVISN portal - <https://portal.fmcsa.dot.gov/login> or by request to the FMCSA.
- b. The TO Contractor shall perform initial data load from SAFER if required.
- c. The TO Contractor shall be responsible for ensuring that all existing Maryland CVIEW legacy system data is transmitted to and incorporated into the SAFER database if required.
- d. The TO Contractor shall coordinate with Volpe to establish the required data exchange and receive certification for data transactions to and from SAFER and the Maryland CVIEW.
- e. The TO Contractor shall provide detailed system and facility security measures for Maryland CVIEW operation.
- f. The TO Contractor shall provide system configuration management for the Maryland CVIEW.

- g. The TO Contractor shall describe in detail what, if any, capabilities they propose for communications, network, hardware, software, applications, and redundancy.
- h. The Maryland CVIEW shall be capable of exchanging all data elements as described in the current SAFER ICD with the SAFER system in XML format.
- i. The Maryland CVIEW shall be capable of downloading all IRP and IFTA data needed by SAFER to create a new baseline when requested.
- j. The Maryland CVIEW shall meet established Volpe data exchange requirements and shall receive certification for data transactions to and from SAFER.
- k. The Maryland CVIEW shall meet the certification criteria established by Volpe in order to conduct all transactions with SAFER following the most current SAFER-CVIEW Interface Certification Process.
- l. The Maryland CVIEW shall always remain compliant with the latest SAFER input, output and data quality rules as contained in the current SAFER Interface Control Document (ICD). If this document is superseded by an updated version of the re-certification standard during the life of the Task Order, the TO Contractor shall be obligated to obtain re-certification based on the latest version of this document.
- m. The Maryland CVIEW shall download all SAFER output update transactions on a regular basis. The default download frequency shall be 24 hours at a minimum. However, the download frequency can be configured as frequent as required to maintain updated nationwide data. Only authorized Maryland CVIEW administrative users and/or the TO contractor, shall be able to configure the download frequency.
- n. The Maryland CVIEW shall download the following SAFER update transactions (as defined by the most current SAFER ICD):
  - i. IFTA license information (T0025)
  - ii. IRP account information (T0026)
  - iii. IRP fleet information (T0027)
  - iv. IRP vehicle information (T0028v3)
  - v. Vehicle inspection information (T0030)
  - vi. MCMIS Safety and Census (T0031v1)
  - vii. License and Insurance (T0032)
- o. The Maryland CVIEW shall transmit all Maryland system data to SAFER accurately and in a timely manner - as soon as possible, and no more than twelve (12) hours, after the data is made available by the State systems.
- p. The Maryland CVIEW shall upload the following transaction sets to SAFER when the data elements have changed based on current SAFER business rules:
  - i. International Fuel Tax Agreement (T0019)
  - ii. IRP Account (T0020)

- iii. IRP Fleet (T0021)
- iv. IRP Registration – Cab Card (T0022V3)

The Maryland CVIEW shall include all PRISM elements required in these transaction sets, including the safety carrier.

- q. The Maryland CVIEW shall not update its database with incoming SAFER data if the corresponding existing MD CVIEW data is more current than the incoming data.

**4. Performance and Registration Information Systems Management (PRISM)**

- a. The Maryland CVIEW shall provide the ability to store and exchange all data necessary in performing all Performance and Registration Information Systems Management (PRISM) functions without additional modifications.
- b. The Maryland CVIEW shall provide the ability to download PRISM Target Files (as defined on Appendix 10 - FMCSA PRISM System Specifications (Separate Attachment)) on a nightly basis to support PRISM processes without additional modifications. The target files include but are not limited to:
  - i. T0041P: PRISM Vehicle Target File
  - ii. T0042P: PRISM Carrier Target File

**5. Commercial Driver’s License Information System (CDLIS)**

- a. The Maryland CVIEW shall provide access to CDLIS for officers with CDLIS privileges. The CDLIS information shall be used by a variety of users, both roadside and deskside.
- b. The Maryland CVIEW CDLIS interface shall use user input to generate queries that are directly submitted to CDLIS or submitted to Query Central, which shall then direct the queries to CDLIS.
- c. The Maryland CVIEW shall meet FMCSA data exchange requirements for pass-through to the Maryland CVIEW.
- d. The Maryland CVIEW shall provide Maryland State Police (MSP) and other officers with CDLIS privileges a real-time interface with CDLIS to view through the MD CVIEW the following CDLIS data:
  - i. Driver’s license status and classification
  - ii. Driver traffic violation history
  - iii. Driver endorsements and restrictions
  - iv. Driver Failure to Appear violations

- 6. **Maryland International Registration Plan (IRP)** - used by the Maryland Motor Vehicle Administration - Motor Carrier Section to process the vehicle registrations of Maryland based interstate motor carriers. There are approximately 31,000 IRP registered vehicles based in Maryland. Maryland based carriers renew their registrations, add, delete and transfer vehicles, request weight changes, and add jurisdictions. The latest version of IRP is deployed using FAST Enterprises Fast DS-VS

solution, customized for Maryland MVA. It is built using Microsoft tools and technology and uses SQL Server as the back-end database.

- a. The TO Contractor shall develop and/or maintain the capability to access information from IRP.
- b. The TO Contractor shall perform initial data load from the Maryland IRP system (MIRP).
- c. The Maryland CVIEW shall be updated with IRP data from the MIRP system that conforms to SAFER ICD transaction sets T0020, T0021, and T0022 schema files. Please see Appendix 11 for the sample output from the MIRP system.
- d. The TO Contractor shall work with the MIRP data extract formats conforming to the SAFER ICD transaction sets T0020, T0021, T0022. The Maryland CVIEW shall retrieve the IRP data on a configurable frequency and at a minimum of every 24 hours.
- e. The TO Contractor shall coordinate with the MIRP support personnel to develop, test, and maintain the interface between CVIEW and the MIRP system as related to both ITD and PRISM functionality (MDOT sftp server file pickup with agreed upon directory and filename conventions).
- f. The TO Contractor shall implement the CVIEW system interface using the existing system output. When changes are made to any interstate vehicle in MIRP, the data is sent to CVIEW via daily incremental file updates for the days updated transactions (MDOT sftp server file pickup with agreed upon directory and filename conventions); the daily pickup frequency and times need to be coordinated between the MIRP team and the TO Contractor.
- g. The Maryland CVIEW shall provide to the MIRP system the requested data elements contained in SAFER Transaction Sets and the PRISM target files via web services using XML. The data exchange shall be on-demand, or an agreed to daily frequency.
- h. All PRISM target file data elements shall be available to the MIRP system in real-time to allow the MIRP system the ability to perform PRISM checks during registration.
- i. The Maryland CVIEW shall not update a record in its database with incoming IRP data if the corresponding existing Maryland CVIEW record is more current than the incoming data.

#### **7. International Fuel Tax Agreement (IFTA)**

- a. The TO Contractor shall develop and/or maintain the capability for access to information from IFTA.
- b. The TO Contractor shall perform initial data load of IFTA data.
- c. The Maryland CVIEW shall be updated daily with the IFTA data from the Maryland IFTA system conforming to the SAFER ICD transaction set T0019 IFTA output data schema. See Appendix 12 - IFTA Output to CVIEW.



- d. The TO Contractor shall coordinate with the Maryland Comptroller's office and the vendor ExploreData to establish the required data exchange with the IFTA system.
- e. The TO Contractor shall work with the Maryland Comptroller's office and the vendor ExploreData System Administrator to facilitate their providing to the Maryland CVIEW updated IFTA data described by the SAFER Transaction Set T0019 (International Fuel Tax Agreement). The Maryland CVIEW shall retrieve the IFTA data on a configurable frequency that can be configured at least nightly.
- f. The TO Contractor shall work with the Maryland Comptroller's office and the vendor ExploreData to establish data extract formats.
- g. The TO Contractor shall coordinate with the Maryland Comptroller's office and the vendor ExploreData to develop, test, and maintain the interface between CVIEW and the IFTA system as related to both CVISN and PRISM functionality.
- h. The Maryland CVIEW shall not update a record in its database with incoming IFTA data if the corresponding existing Maryland CVIEW record is more current than the incoming data.

**C. Migrate State data into the new CVIEW software**

The TO Contractor shall migrate all State specific data from the Maryland IRP System and the IFTA system to the CVIEW system, if required.

**D. Document New and Current Operational Procedures**

The TO Contractor shall create and submit an Operations Manual that shall be used as a reference for all TO Contractor and State Personnel who work to support CVIEW for the State of Maryland. This document shall contain as a minimum, the following:

1. Concept of Operations – shall describe in general terms, the operational concepts, and procedures to be followed in operating and administering the Maryland CVIEW.
2. Roles and Responsibilities – shall provide a description of all key roles and responsibilities for both the TO Contractor and MDOT and SHA.
3. CVIEW Policies – shall provide a summary description and links to or copies of all MDOT and SHA policies that impact CVIEW operations.
4. Operational Procedures – shall describe all operational procedures used to support and administer CVIEW. For each procedure include the following information:
  - a. Name
  - b. Description
  - c. Criteria for success or failure of the procedure
  - d. Role responsible for executing the procedure
  - e. Role responsible for ensuring that the procedure is accomplished
  - f. All actions that trigger the need for this procedure
  - g. Any actions or procedures that are triggered by completion or failure of this procedure

- h. Any procedures or conditions that must be true for this procedure to execute successfully
- i. Any procedures that depend upon successful completion of this procedure
- j. Comments

A monthly process for alerting SHA of ‘non acceptance’ of data into Volpe SAFER system during uploads – including verifying if all records were accepted, which ones were not, documenting the reasons for non-acceptance, procedures for getting the rejected records accepted, and verification that previously denied records have been accepted shall be included in the operational procedures.

- 5. Issue Response - shall provide a description of how user issues will be addressed as well as the roles and procedures that are affected by SHA requests for assistance. This section shall include, at a minimum, the following:
  - a. A description of the call center process and the key support elements that Tier 1 support personnel can access for higher level support.
  - b. The escalation process and timelines used to escalate trouble tickets.
  - c. Mechanisms that shall be used to keep users and SHA operations personnel informed of the progress of all tickets which are open for more than one (1) business day.
- 6. Service Level Agreement (SLA) – shall describe the SLA that will be maintained for the TO in accordance with **Section 2.6 Service Level Agreement**. This shall include the management procedures and oversight that will be in place to ensure that SLAs are followed. If this is not possible, that necessary actions are taken to refine processes and procedures to achieve the desired SLA.
- 7. Disaster Recovery – shall describe the processes and procedures that will be in effect in the event that disaster recovery actions are necessary. This shall include documentation of steps that will ensure no loss of data in case of disaster.
- 8. Contact List – shall contain a list with the roles, names, and contact information of all TO Contractor and SHA personnel involved in operationally supporting CVIEW. The TO Contractor shall maintain the contact list on an ongoing basis throughout the Contract, in electronic format, in a location that is accessible to all members and stakeholders of CVIEW.

**E. Rollout new CVIEW software into Production**

- 1. After the successful completion of System, Integration and UAT testing, the TO Contractor shall work and coordinate with SHA to roll the software into production.
- 2. The transition to production shall be pre-planned in the Transition Plan. The TO Contractor shall notify SHA at least one (1) week in advance of any changes to the Transition Plan and schedule. The TO Contractor shall plan for the transition activities to occur on a weekend and shall not take more than 48 hours to accomplish.
- 3. The TO Contractor shall also coordinate with Volpe SAFER personnel to schedule a re-baseline of Maryland data on a date acceptable to SHA. The TO Contractor shall report

any errors or problems encountered during the re-baseline within one (1) business day of the occurrence.

4. The TO Contractor shall provide a comprehensive User Manual covering all functionality in the system. This documentation shall be updated whenever the system is further updated after initial deployment.

**F. Generate Pass/Fail Flag**

1. The Maryland CVIEW shall be able to generate pass/fail flags for manual queries and system-to-system queries. It shall be able to generate vehicle and/or carrier flags given a vehicle or carrier identifier.
2. The Maryland CVIEW shall be able to generate pass/fail flags that can be passed to other systems through the Maryland CVIEW interfaces.
3. The Maryland CVIEW shall be able to generate pass/fail flags that can be displayed through the MD CVIEW query windows.
4. The Maryland CVIEW shall make pass/fail flags available to authorized users through the Maryland CVIEW query windows and through the Maryland CVIEW interfaces.
5. The Maryland CVIEW shall provide an interface that allows authorized users to create new types or edit existing types of pass/fail tests and give each test a unique name.
6. In the interface for creating or editing pass/fail flag types, the Maryland CVIEW shall describe each criterion that may be used, or it shall provide a link to information on another page that describes the criteria.
7. The Maryland CVIEW shall allow authorized users to select criteria to be included in a pass/fail flag type through a screen interface that is consistent with the look and feel of the Maryland CVIEW.
8. The Maryland CVIEW shall allow authorized users to set the thresholds or acceptable ranges for each selected criterion to be included in a pass/fail flag type through a screen interface that is consistent with the look and feel of the Maryland CVIEW.
9. The Maryland CVIEW Pass/Fail flag criteria shall include, at a minimum:
  - a. Verification that IRP registration is current based on registration issue date, expiration date and status.
  - b. Verification that Maryland is a valid operating jurisdiction on apportioned or intrastate registration.
  - c. Verification that IFTA status is current.
  - d. Notification if carrier is on the list of Motor Carrier Safety Improvement Program (MCSIP) carriers.
  - e. Verification that safety score is within a user-defined range (score types include ISS/2, SafeStat and CSA).
  - f. Verification that the vehicle OOS rate is within a user-defined range for the last fifteen months.

- g. Indication of whether the vehicle is a PRISM target vehicle.
  - h. Indication of whether the carrier is a PRISM targeted carrier.
  - i. Verification that the CSA 7 BASICS are within the state's configurable acceptable criteria.
  - j. Verification of the vehicle's insurance status and levels.
  - k. Verification that the vehicle has the proper permitting for its trip.
10. The Maryland CVIEW shall run pass/fail queries based on the identifier provided. For example, given a license plate or VIN shall result in a query of the vehicle and the carrier responsible for its safe operation. Given a USDOT Number, the Maryland CVIEW shall perform carrier-level queries.
11. The Maryland CVIEW shall provide a "Hot List" capability to flag specific carriers and/or specific vehicles for enforcement follow-up. This shall include the capability to flag all carriers and/or all vehicles meeting a certain criterion, e.g., hazardous materials transporter. The system shall provide at least ten (10) additional placeholders for other hot list criteria that will be identified in the future with law enforcement and other personnel.

**G. Configure Manual Query**

- 1. The Maryland CVIEW shall allow authorized users the ability to configure manual query data views based on user roles.
- 2. The Maryland CVIEW shall provide a web-based interface that allows authorized users at the roadside and deskside to query and review up-to-date carrier, vehicle and driver information. Responses to the queries shall be provided to users via the web interface.
- 3. The Maryland CVIEW shall provide links or tabs to the various query types such that all manual queries as described in these requirements are accessible from a single page in the web interface. The exception shall be for queries described as situations where the authorized user may seek additional information after an initial query.
- 4. The Maryland CVIEW shall provide a query for authorized users to look up a carrier by entering any of the following:
  - a. A USDOT number
  - b. License plate number and issuing state (jurisdiction)
  - c. VIN or partial VIN (last 6 digits)
  - d. Carrier Name
  - e. Tax ID Number (TIN)
  - f. MC Number
  - g. Permit Number

In the case of a carrier name, the Maryland CVIEW shall be able to auto suggest likely carrier names once the user has begun to enter the carrier name. The user shall be able to select from the range of auto suggested names for the query.

The Maryland CVIEW shall also allow for a “wildcard” search on names, searching on a partial name and providing all carriers with a similar “sounding” name, or whose name includes the partial name. The user shall be able to select from the range of suggested names for the query.

Carrier name searches shall include the “Doing Business As” names for a carrier.

5. The Maryland CVIEW shall automatically identify the USDOT Number of the carrier responsible for the safety of a vehicle when the user enters a license plate or VIN as the identifier.
6. The Maryland CVIEW shall respond to carrier queries by providing:
  - a. Carrier name and contact information
  - b. All relevant pass/fail flags highlighted as either pass or fail as defined in **Section 2.3.2.F Generate Pass/Fail Flag** and configured by the State
  - c. Links to view the data used to determine the pass/fail flags
  - d. On linked pages containing pass/fail flag data elements, highlight any individual elements that resulted in a fail.
  - e. Links to view additional information on the carrier, including carrier demographic data, safety, inspection, credential, permitting, License and Insurance and other data that is available in the Maryland CVIEW and specific to the carrier.
  - f. Notes regarding the carrier as entered by other authorized Maryland CVIEW users.
7. The Maryland CVIEW shall allow users to “drill-down” to more information about a carrier from a pass/fail flag. The “drill-down” shall provide more detailed information to explain the reason for the pass or fail flag.
8. The Maryland CVIEW shall provide a query for authorized users to look up the status of a vehicle by entering any of the following:
  - a. License plate number and issuing state
  - b. Vehicle Identification Number (VIN) or partial VIN
9. The Maryland CVIEW shall respond to vehicle queries by providing:
  - a. Carrier name and contact information.
  - b. Vehicle cab card and registration information.
  - c. All relevant pass/fail flags highlighted as either pass or fail as defined in **Section 2.3.2.F Generate Pass/Fail Flag** and configured by the State
  - d. Links to view the data used to determine the pass/fail flags
  - e. On linked pages containing pass/fail flag data elements, highlight any individual elements that resulted in a fail.
  - f. Links to view additional information on the vehicle, including vehicle demographic data, safety, inspection, credential, permitting, License and Insurance, PRISM and other state- specific data available in the MD CVIEW.

- g. Notes regarding the vehicle as entered by other authorized MD CVIEW users.
- 10. The Maryland CVIEW shall use the USDOT Number for the carrier responsible for safety of a vehicle for all safety factors. If a USDOT Number for the carrier responsible for safety is not available, the MD CVIEW shall use the licensee's USDOT Number to determine the applicable safety factors.
- 11. The Maryland CVIEW shall use the vehicle's IRP licensee's USDOT Number for the licensee for queries on credential factors.
- 12. The Maryland CVIEW shall provide a query for authorized users to look up all vehicles and their registration data assigned to a specific IRP account.
- 13. The Maryland CVIEW shall respond to queries to look up all vehicles and registration data associated with a specific IRP account by providing the following to the user:
  - a. Carrier name and contact information.
  - b. Each Vehicle's VIN and registrant contact information.
  - c. Link to each vehicle's specific CVIEW data as described in Section **2.3.2.G.6**.
- 14. The Maryland CVIEW shall provide a query for authorized users to look up the federal Out of Service (OOS) status for carriers.
- 15. The Maryland CVIEW shall respond to queries for carrier federal OOS status by informing the user whether there is an OOS order for the carrier.
- 16. The Maryland CVIEW shall provide a query for authorized users to look up registration record details when queried using:
  - a. A registrant USDOT Number
  - b. A registrant carrier name
- 17. The Maryland CVIEW shall respond to queries for carrier registrant information by providing the following to the user:
  - a. Registrant name and contact information
  - b. Registration details for the carrier, including the USDOT Number of the carrier responsible for safety (when available)
- 18. The Maryland CVIEW shall provide the authorized users a list of Maryland One permits related to any USDOT Number. The list shall be linkable, and the user may click any permit to view additional data related to that permit that is stored in the MD CVIEW. Selection of a specific permit will also enable the user to view an image of the full permit, if desired.
- 19. The Maryland CVIEW shall provide a query for authorized users to look up permit data when queried using a specific permit number.
- 20. The Maryland CVIEW shall provide a query to authorized users to look up driver information when queried using CDLIS:
  - a. Driver name and birthdate

- b. Driver Social Security Number
- c. Driver license number and issuing state
- 21. The Maryland CVIEW shall respond to driver information queries, through its interface with CDLIS, by providing driver data, including but not limited to:
  - a. Driver's license status and classification
  - b. Driver traffic violation history
  - c. Driver endorsements and restrictions
  - d. Driver convictions
- 22. The Maryland CVIEW shall associate the IRP Vehicle Status Code with the vehicle when vehicle status is requested.
- 23. The Maryland CVIEW shall automatically distinguish interstate and intrastate vehicles and carriers and perform the queries appropriate to interstate or intrastate.
- 24. The Maryland CVIEW shall provide a pop-up window which notifies the user there are no results that match the search criteria (for queries for which there is no match).
- 25. The Maryland CVIEW shall perform a vehicle search [by license plate number (with or without jurisdiction), VIN, TIN, or the USDOT #] from any screen in the Maryland CVIEW.
- 26. The Maryland CVIEW jurisdiction of the plate value shall default to Maryland if this value is not entered/selected during the query.
- 27. The Maryland CVIEW shall provide a query of all jurisdictions by the selection of "All."
- 28. The Maryland CVIEW Query results shall display the source of the displayed data.

**H. Configure System to System Queries**

- 1. The Maryland CVIEW shall respond to queries from Maryland's IRP system based on input of USDOT Number or Tax Identification Number (TIN).
- 2. The Maryland CVIEW shall respond to queries from the MIRP system by providing data that supports the PRISM Process in credentialing, including, but not limited to:
  - a. MCS-150 Step status
  - b. Safety status of the carrier
  - c. Federal OOS order by VIN
- 3. The Maryland CVIEW shall be able to identify the user access privileges when the requesting user is identified as part of an automated query. The Maryland CVIEW shall respond with data limited to that allowed by the user's access privileges. For example, an officer with CDLIS authority may receive CDLIS data in the Maryland CVIEW, while a user without CDLIS authority may not.
- 4. The Maryland CVIEW shall have a consistent, defined method to allow future systems to query the Maryland CVIEW and receive responses.

**I. Configure Officer Notes**

1. The Maryland CVIEW shall allow an authorized user to enter text notes that are tied to specific vehicles or carriers. The user may flag the note with a level of priority. The user shall also be required to enter an expiration date upon which the note shall expire. Expired notes will no longer be displayed. The Maryland CVIEW shall allow multiple notes associated with a vehicle or carrier.
2. The Maryland CVIEW shall log all notes entered into the Maryland CVIEW. The log shall include the note, the related carrier or vehicle, the note creation date, expiration data and the authorized user who created the note.
3. The Maryland CVIEW shall allow authorized users to view any notes related to a vehicle or carrier that is being queried.

**J. Roadside Operations Interaction**

The Maryland CVIEW shall have an interface to transmit data to roadside operations clients for electronic screening.

**K. Establish User Roles**

1. The TO Contractor shall restrict access to specific data elements in Maryland CVIEW by establishing user roles. The user roles shall include, as a minimum:
  - a. Maryland CVIEW Administration – ability to perform administrative functions such as creating all account types, viewing audit trails, performing backups, adding all users and roles
  - b. Maryland CVIEW Manager – ability to add, delete and suspend accounts (with the exception of administrative and manager accounts), generate reports, enter notes, create, edit and delete pass/fail flags, configure Maryland CVIEW parameters and view audit trails
  - c. Maryland CVIEW User – ability to perform manual queries, generate reports, enter notes and generate correspondence
    - i. Enforcement
    - ii. Motor Vehicle Administration personnel (IRP and intrastate registration)
    - iii. Comptroller's Office personnel (IFTA)
    - iv. Other State personnel with Motor Carrier responsibilities (e.g., Port, Airport, Department of the Environment, and the Public Service Commission) as may be defined by the system administrator
  - d. Maryland CVIEW Read Only – ability to perform manual queries
2. The Maryland CVIEW shall allow a user account to be associated with the functionality of more than one role. For example, a single account may be a Maryland CVIEW Manager and a Maryland CVIEW User.
3. The Maryland CVIEW shall provide authorized users with an interface to manage the access to Maryland CVIEW functions for existing and new users.



4. The Maryland CVIEW shall be capable of the creation of up to 1,000 active user accounts.

### **2.3.3 Customization Requirements**

- A. The TO Contractor may be required to provide further modification of CVIEW following the Transition-In period. In the event that this is necessary, a Work Order will be established in accordance with the procedures set out in Section 2.14. The Work Order can be either Fixed Price (FP) or Time and Materials (T&M) and will establish an appropriate level of documentation and testing based on the extent and complexity of the modifications requested. Unless otherwise specified in the Work Order, the testing procedures outlined in Section 2.6.1.5 shall apply to all enhancements.
- B. Anticipated development efforts include initiatives such as interfacing the system with a license plate reader for automatic population and query in CVIEW.
- C. The TO Contractor shall provide updated user and operations manuals for any new or modified CVIEW functionality that affects daily user operation as necessary. The updated manuals shall be provided at least 15 business days prior to any approved production changes.
- D. The development of any new functionality for CVIEW shall utilize appropriate deliverables identified in the Maryland Department of DoIT System Development Lifecycle (SDLC) methodology.

### **2.3.4 Compliance Requirements**

- A. The TO Contractor's Base CVIEW shall be certified as SAFER compliant in accordance with documentation available from FMCSA.
- B. The Maryland CVIEW shall always be compliant and remain compliant with the most recent SAFER Interface Control Document (ICD). The TO Contractor shall be responsible for the maintenance and/or operation of the Maryland CVIEW.
- C. The Maryland CVIEW shall be compliant with the most recent version of the ITD and PRISM architectural and operational requirements as defined by FMCSA at the time of deployment. The system shall remain compliant the entire time the TO Contractor is responsible for the maintenance and/or operation of the Maryland CVIEW.
- D. The Maryland CVIEW shall be compliant with the most recent National ITS Architecture as defined by FHWA at the time of deployment.
- E. The Maryland CVIEW shall be compliant with and support FMCSA CSA.

### **2.3.5 Web Interface Requirements**

- A. The Maryland CVIEW web interface shall be the sole means of user interaction with Maryland CVIEW. A user shall not be required to use other interface or directly access Maryland CVIEW database to achieve any functions described in Section 2.3.
- B. The Maryland CVIEW window shall be viewable on screen, not require horizontal scrolling to view the contents and minimize the need for vertical scrolling.
- C. The Maryland CVIEW shall be compatible and fully functional in:
  1. Current and future versions of Microsoft Explorer and Edge.
  2. Current and future versions of Google Chrome

- D. The Maryland CVIEW shall provide for and support a consistent GUI across all components and provide a common look and feel across all elements, including but not limited to:
  - 1. Consistent function keys
  - 2. Screen naming functions
  - 3. Navigation patterns
  - 4. Menus (as allowed for the user by security roles)
- E. The Maryland CVIEW shall be capable of displaying State and other specific data elements including appropriate visibility and facilities for add, change, and delete of role specific users. Each window display of specific information (such as IRP, IFTA, AHPS, SAFER, etc.) shall have a consistent display of the day, date and time the information was updated for that interface. A placeholder for phone number, contact name, and contact organization that can be updated by authorized users shall be available. This information shall be used by law enforcement to request corrections to authoritative data sources that can then be modified accordingly at the source.
- F. The Maryland CVIEW shall be able to access other input screens and modules without backing out of menus or menu paths.
- G. The Maryland CVIEW shall provide for and support standard Microsoft Windows keyboard shortcuts for common functions such as copy and paste.
- H. The Maryland CVIEW screens shall contain links to additional data screens based on specific data input.
- I. The Maryland CVIEW shall contain certain fields with error-checking routines to provide the user with feedback in the cases of incorrect or mis-keyed information. Examples of fields that would be appropriate for error-checking include USDOT Numbers and VINs.
- J. The Maryland CVIEW shall include online help with a link from each page of the web interface. Online help shall be designed to provide the user with examples of how to use the page from which the user requested help.
- K. The Maryland CVIEW shall provide a link to access an electronic version of the user manual while logged into the CVIEW. The electronic version of the manual shall be kept up to date by the TO Contractor to be current with Maryland CVIEW upgrades, changes and new functionality.

### **2.3.6 Testing Requirements**

- A. The TO Contractor shall perform complete System Testing, Integration Testing and support UAT Testing performed by SHA personnel prior to system implementation.
- B. The TO Contractor shall provide a test environment available to authorized SHA staff via the Internet. The testing process shall include the following:
  - 1. Unit Testing
    - a. The TO Contractor shall conduct unit testing on all system components which are modified to meet State specific requirements.
    - b. The Unit Testing shall be performed in the TO Contractor's development environment.
    - c. The TO Contractor shall maintain records of all Unit Testing activities and results.

- d. The TO Contractor shall certify in writing to the State that all test discrepancies are resolved prior to System Testing.
2. System Testing
  - a. The TO Contractor shall conduct System Testing in the development environment to ensure that the updates to the system perform as designed and that the remainder of the system continues to function as designed subsequent to Unit Testing.
  - b. The TO Contractor shall ensure System Test results are visible to SHA.
  - c. The TO Contractor shall provide a report to SHA that describes the results at the conclusion of the System Testing.
3. Integration Testing
  - a. The TO Contractor shall conduct Integration Testing to test the entire system, including interfaces to other systems to ensure that the Maryland CVIEW shall perform as required in production.
  - b. The TO Contractor shall perform Integration Testing in the Test Environment according to previously approved test scripts and test cases.
  - c. The TO Contractor shall ensure the results of integration testing shall be visible to SHA.
  - d. The TO Contractor shall provide a report to SHA that describes the results at the conclusion of the Integration Testing.
4. Pilot Testing
  - a. The TO Contractor shall provide fully operational Base Hosted CVIEW service and conduct a two-week pilot test.
  - b. The pilot test shall include the vendor's commercial version of CVIEW with fully populated Maryland legacy data.
  - c. If there are any major system failures during the two-week pilot test, as determined by the TO Manager, the test period may be restarted at the State's sole discretion.
  - d. If the pilot test shall be restarted more than two times, the State, at its discretion, may terminate the contract.
5. UAT Testing
  - a. The TO Contractor shall support the UAT Testing which shall be performed by SHA personnel under controlled circumstances in the Test Environment.
  - b. The UAT Testing is meant to ensure that the system performs as required from the user's point of view.
  - c. The TO Contractor shall coordinate, support and manage the UAT Testing in conjunction with SHA.
  - d. The TO Contractor shall support UAT Testing, which may include but is not limited to:

- i. Provide SHA with visibility to CVIEW to validate that data is correct
      - ii. Perform testing of CVIEW interface and reporting capabilities.
    - e. The TO Contractor shall provide a report to SHA describing the results at the conclusion of UAT Testing.
6. The TO Contractor shall provide an Integration Test Plan to test Maryland-specific integration and functions, including but not limited to:
  - a. Pilot Test Plan
  - b. User acceptance test plan
  - c. System test plan
  - d. Integration test plan

The user acceptance test plan shall contain tests for each requirement and a process to verify that all requirements shall be met. Each test shall describe a test and define the corresponding success/failure of the requirement being tested. The acceptance test plan shall directly tie each test to the requirement(s) being tested.

7. The TO Contractor shall support testing with MDOT and SHA staff, as well as other State personnel that may be requested, at the State's sole discretion, to witness and signoff on the acceptance tests. The TO Contractor shall provide written Acceptance Test results within one week of completing testing. All test results documentation shall be approved before MDOT and SHA grants Final System Acceptance. The approved and installed Base Hosted CVIEW service is assumed to work as a stand-alone tool and as such the primary server that provides the service will not need to be tested at the unit level.
  8. The TO Contractor shall provide a method for MDOT and SHA and/or its representative to document all deficiencies identified during testing as contained in the Integration Test Plan. Acceptance testing may take place in two phases: Base and complete Maryland CVIEW. Final System Acceptance shall not be granted until all deficiencies have been resolved.
  9. The TO Contractor shall conduct a Load / Stress Test of the CVIEW service and provide a report of the results. This test should include the simulated use of the database by at least 100 concurrent users performing at least two concurrent database queries. It shall include the use of the application (during this test) by at least five State personnel. These personnel shall review application access, GUI load, database queries, and general access to application information and data viewed to be within acceptable and reasonable response times.
  10. The TO Contractor shall provide fully operational Base Hosted CVIEW service and conduct two-week pilot test. This pilot test shall include the vendor's commercial version of CVIEW with fully populated Maryland legacy data. If there are any major system failures during the two-week pilot test, as determined by the TO Manager, the test period may be restarted at the State's sole discretion. If the pilot test shall be restarted more than two times, the State, at its discretion, may terminate the contract.

11. The TO Contractor shall provide weekly report of CVIEW performance during the pilot test. Report to include system availability, usage, problems reported, and problem resolutions. Final report acceptance by the TO Manager that CVIEW service performed satisfactorily. If the weekly report is deemed to be unsatisfactory or incomplete, the contractor shall rectify such report and make an updated version available within five business days.
12. SHA shall make a Go / No Go decision on whether or not the software is ready to be released to production.

### **2.3.7 Reporting Requirements**

- A. The TO Contractor shall generate standard transaction reports daily that indicate data output and exchange with other systems as scheduled. This data shall be reported monthly, via email, to the MDOT and SHA designee no later than the 5th business day of the month following the prior month's end. The transaction reports shall include, but are not limited to:
  1. Transaction sets output or exchanged
  2. Date/Time of output or exchange
  3. Number of records successfully output or exchanged
  4. Data output error/failure information
  5. Corrective actions taken to address any data errors/failures
  6. Location of output or exchanged data
- B. MDOT and SHA may change the report frequency to bi-weekly upon request to TO Contractor.
- C. Any major data errors/issues shall be reported to MDOT and SHA the next business day following the day TO Contractor became aware of the errors/issues.
- D. The TO Contractor shall meet with MDOT and SHA staff prior to installation to identify additional standard reports not identified in these requirements and add them to the Maryland CVIEW standard reports.
- E. The Maryland CVIEW shall be able to generate reports for Maryland SHA staff to be used for analysis, review, planning and enforcement. The TO Contractor shall describe in detail, with examples, in their proposal what will be provided for:
  1. Audit report(s) of system activity
  2. Web based menu of standard reports
  3. Ad hoc report generation capability for authorized users to create one time or recurring reports to support data quality, program management, and other specialized information needs
- F. The Maryland CVIEW shall limit access to different types of reports by user role. Access to each report type shall be configurable for security roles and individual users.
- G. The Maryland CVIEW shall be able to display reports in tabular onscreen display through the web interface.

- H. The Maryland CVIEW shall be able to generate standard reports, including but not limited to:
1. Number of pass/fail queries performed by the Maryland CVIEW by flag type.
  2. Number of passes and fails by flag type determined by the Maryland CVIEW.
  3. Number of failures, by failure reason, by flag type, determined by the Maryland CVIEW.
- For each of these reports, the Maryland CVIEW shall allow the user to define the time period for which the data is reported.
- I. The Maryland CVIEW shall be able to generate a report listing all current notes entered by authorized users. The report shall include, but is not limited to:
1. Content of the note
  2. Entry date
  3. Expiration date
  4. User who entered the note
- J. The Maryland CVIEW shall be able to print reports to any printer connected to the user's workstation as directed by the user. Printers include those directly connected to the user workstation and printers available over wireless and Ethernet networks.
- K. The Maryland CVIEW shall allow authorized users to schedule the automated generation of standard reports and allow those reports to be e-mailed to the user.
- L. The Maryland CVIEW shall allow authorized users to export selected data elements in a format that can be imported into Microsoft Excel. The Maryland CVIEW shall provide an interface to allow authorized users to select the timeframe and data elements to export and identify the location the exported file shall be placed.
- M. The Maryland CVIEW shall allow authorized users to create additional standard ad hoc reports by using an interface to select data elements and criteria for the report.
- N. The Maryland CVIEW shall provide each user with a list of the standard reports that are available to the user.

### **2.3.8 Audit Requirements**

- A. The Maryland CVIEW shall create audit trails of all authorized user login and logout times.
- B. The Maryland CVIEW shall create audit trails of any pass/fail flag creation, deletion or change. The trail shall include, but is not limited to:
1. User who made changes
  2. Time of changes
  3. Changes made to pass/fail flags
- C. The Maryland CVIEW shall create audit trails of user account activity, including accounts created, deleted, change in roles or suspended. The trail shall include, but is not limited to:
1. User who made account changes
  2. Time of changes

3. Type of changes made
  4. Reasons for changes
- D. The Maryland CVIEW shall create audit trails of all application errors. The trail shall include at a minimum:
1. User that received the error
  2. Description of the error
  3. The component or module of the Maryland CVIEW where the error occurred
  4. Time of the error
- E. The solution shall keep a log of IP addresses, times and violation types for all attempted security violations, including but not limited to:
1. Denial of Service attacks
  2. Repeated failed logins
  3. Attempts to insert malicious code

### **2.3.9 System Security Requirements**

- A. The Maryland CVIEW shall grant access to functionality by roles.
- B. The Maryland CVIEW shall require a unique username and password to be created for each user. Access to the user account shall only be granted to a user that correctly enters the username and password combination.
- C. The Maryland CVIEW shall require each user to enter a unique username and password to access the system.
- D. The Maryland CVIEW shall require authentication from other systems it interfaces with before data can be exchanged.
- E. The Maryland CVIEW shall allow authorized users to create user accounts, including but not limited to assigning usernames and passwords.
- F. The Maryland CVIEW shall have the ability to allow users to reset a forgotten password.
- G. The Maryland CVIEW shall allow users to change their own passwords.
- H. The Maryland CVIEW shall be able to timeout a user after a predetermined period of inactivity. (Inactivity is defined as no interaction with the web interface.)
- I. The Maryland CVIEW shall be able to suspend a user account after a configurable number of failed login attempts.
- J. The Maryland CVIEW shall provide security authentication and authorization mechanisms including, but not limited to:
  1. An authentication framework that secures both web-based access and web services.
  2. A web service authentication utilizing same authentication scheme but extended for web services.
- K. The Maryland CVIEW shall have the ability to use secure FTP to accommodate file transfers.

- L. The Maryland CVIEW shall have the ability for authorized administrative users to invoke a secure and strict password policy including but not limited to passwords that must contain uppercase, lowercase, numbers, and special characters, etc.
- M. Data exchanges between the Maryland CVIEW and external systems shall be secure. Data exchanges include responses to manual queries. Secure data exchange protocols include SSL, SFTP and data encryption.
- N. The Maryland CVIEW shall allow for single sign-on for all functionality. For example, the Maryland CVIEW shall have the capability to allow a user to maintain user IDs and password for CDLIS query authority within the Maryland CVIEW user account. The Maryland CVIEW user account shall allow Maryland CVIEW manual queries and CDLIS queries.
- O. The Maryland CVIEW shall be secure from unauthorized modification of data and other system entities.

### **2.3.10 Maintenance, Hosting and Operational Support Requirements**

#### **A. Maintenance**

1. Maintenance shall commence on the NTP specified on the TOA (Task Order Agreement). Billing for such maintenance and support shall commence after 30 days of providing maintenance services, to be billed monthly for the duration of the contract.
2. The TO Contractor shall provide, maintain, and support all hardware, software, and communications facilities necessary for the operation of the Maryland CVIEW.
3. The TO Contractor shall perform all application software support of the Maryland CVIEW to ensure continuous operation of the system for all users and in such a way that ensures the methodologies and system elements described in Section 2.3 are optimally and reliably used and maintained.
4. The TO Contractor shall, after State approval, maintain all commercial off the shelf software at release levels supported by the product manufacturer.
5. The TO Contractor shall maintain a version no more than twelve months old of the following in escrow for the State of Maryland:
  - a. A compiled executable copy of Maryland CVIEW source code
  - b. System utilities
  - c. Web interface
  - d. Other data required for full operation and successful data exchange of the e Maryland CVIEW

Should the TO Contractor stop supporting the Maryland CVIEW, the above shall be turned over to the State of Maryland at no additional cost.
6. The TO Contractor shall ensure that all Maryland CVIEW interfaces are maintained in working order, including maintenance and updates to stay compatible and interoperable with the most recent federal CVISN requirements and the systems with which it interfaces.



7. The TO Contractor shall provide all routine and preventive maintenance services including application component upgrades (installing new updates, upgrades and patches to COTS software, OS infrastructure and CVIEW customized applications software, testing, software documentation updates, and training documentation for releases during the support period for the Maryland CVIEW). Other routine maintenance may include changes that shall be migrated to newer operating systems on the server infrastructure.
8. The TO Contractor shall provide two weeks advanced written notice for all scheduled maintenance.
9. The TO Contractor shall troubleshoot Maryland CVIEW system problems, repair software bugs and maintain the customized CVIEW software application and other system software components for servers, workstations, internal interfaces, and other interfaces to external systems. All installations of the software applications shall be supported on all clients and workstations that are the property of SHA and other law enforcement agencies.
10. Software maintenance shall include all future software updates and system enhancements applicable to system modules licensed without further charge to the State.
11. Support shall be provided for superseded releases and back releases still in use by the State.
12. For the first year and all subsequent Task Order years, the following services shall be provided for the current version and one previous version of any Software provided, commencing on NTP.
  - a. Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
  - b. Material Defects. TO Contractor shall notify the State of any material errors or defects known or made known to TO Contractor from any source during the life of the Task Order that could cause the production of inaccurate or otherwise materially incorrect results. The TO Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
  - c. Updates. TO Contractor will provide to the State at no additional charge all new releases and bug fixes (collectively referred to as "Updates") developed or published by the TO Contractor and made available to its other customers.

**B. Hosting Environment**

1. The TO Contractor shall provide the hosting environment to support all Maryland CVIEW services identified in Section 2.3.2 for the life of the Task Order.
2. The Maryland CVIEW shall be hosted by the TO Contractor at a secure remote location and shall provide the electronic exchange of interstate and intrastate carrier and vehicle data between State legacy systems, users, and SAFER.
3. The Maryland CVIEW shall be capable of storing and managing all credential and safety data (inspections, accidents, etc.), including operating authority data.

4. The Maryland CVIEW shall be capable of receiving, processing, and producing data in real-time and batch modes.
5. The Maryland CVIEW shall support secure high-speed broadband and dial-up web/internet-based queries.
6. The Maryland CVIEW shall integrate and interface with Maryland State agencies and law enforcement personnel laptops and desktops. These units run Microsoft Windows 10 with Internet Explorer 11.x and Google Chrome web browsers. Maryland State Police utilize cellular wireless data communication (AT&T and Verizon) on Windows 10 laptop computers in mobile enforcement units.

**C. Operational Support Services**

1. The TO Contractor shall provide system administrator services (user account management) for Maryland CVIEW users.
2. The TO Contractor shall provide licenses for all COTS software to use to support the Maryland CVIEW
3. The TO Contractor shall manage SHA and law enforcement user accounts, including but not limited to:
  - a. Provide log in credentials for current users (after implementation of CVIEW)
  - b. Add new users as requested by authorized SHA and law enforcement personnel
  - c. Delete user accounts for staff no longer authorized to use CVIEW
4. The TO Contractor shall provide both Tier 1 and Tier 2 Help Desk Support.
  - a. Help Desk Services shall be available during Normal State Business Hours (the primary period of support for MDOT and SHA and local law enforcement is Monday through Friday between 8:00 a.m. to 5:00 p.m. Eastern Time).
  - b. MDOT and SHA shall be able to contact the TO Contractor support staff at the TO Contractor support location during Normal State Business Hours for any questions and problem requests.
  - c. TO Contractor shall utilize a help desk ticketing system to record and track all help desk calls. The ticketing system shall record with a date and timestamp when the ticket was opened and when the ticket was closed.
  - d. TO Contractor Personnel providing technical support shall be familiar with the State's account (i.e., calls shall not be sent to a general queue).
  - e. TO Contractor shall return calls for service of urgent issues (see Section 2.6 Service Level Agreement) within fifteen (15) minutes.
  - f. Calls for non-emergency IT service requests shall be returned within two (2) hours or immediately the following day if after Normal State Business Hours.
  - g. A method to contact the TO Contractor's support staff to address issues in accordance with the SLA provided in **Section 2.6 Service Level Agreement** during Non-Business hours shall be provided.

5. The TO Contractor shall provide the following service reliability for the Maryland CVIEW solution:
  - a. The Maryland CVIEW shall be available 24 hours a day, 7 days a week, 365 days per year at a 99% uptime excluding planned outages.
  - b. The Maryland CVIEW shall provide the capability to handle at least 100 current users during peak usage.
  - c. The TO Contractor shall ensure that planned system outages shall not exceed two hours for any single event or cumulatively within any 24-hour period unless coordinated with and approved by the TO Manager. Planned system outages shall be between midnight and 4:00 A.M. Eastern time.
6. The Contractor shall provide the following response time reliability for the Maryland CVIEW solution:
  - a. Within 2 seconds for 100% of requests
7. The TO Contractor and the TO Manager shall review the TO Contractor's Helpdesk Ticket Log on a quarterly basis for any open tickets to ensure that the work of the TO Contractor is not causing CVIEW application problems. The TO Contractor shall document the results of the review in a separate section of the monthly progress report during the operations and maintenance period.
8. The SHA support team shall forward Maryland CVIEW problems to a contact person in the TO Contractor's technical support staff. The TO Contractor shall document, as a separate section in the monthly progress report, the Maryland CVIEW system's corrected problems, repaired software bugs and custom software maintenance services accomplished during the previous month.
9. The TO Contractor shall maintain an up-to-date contact information list for primary points of contact as an Appendix in the Operations Manual (See Section 2.3.2.D.4). Some off-hours support may be needed depending on the critical level of the application support problem.

#### **2.3.11 Backup/Disaster Recovery Requirements**

- A. The TO Contractor shall perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups, nightly backups and full weekly backups of all volumes of servers. Incremental daily backups shall be retained for one (1) month, full weekly backups shall be retained for three (3) months and last weekly backup for each month shall be maintained for two (2) years by the TO Contractor. Daily backups shall be stored off-site by the TO Contractor.
- B. The TO Contractor's disaster recovery approach and environment shall enable restoration of operations from the loss of processing capability within a time limit not to exceed five (5) business days.
- C. The Maryland CVIEW shall be able to perform "rollback" recovery in order to capture data transactions that did not complete successfully.
- D. The Maryland CVIEW shall provide the ability to archive, purge, backup, and restore information for specified time frames.

- E. The Maryland CVIEW shall support failover redundancies and swapping of critical solution components and critical data of all solution components.
- F. The Maryland CVIEW shall have data archive functionality.
- G. The TO Contractor shall encrypt the backups using a shared key.
- H. The TO Contractor shall perform a backup recovery at least semi-annually.
- I. The TO Contractor shall provide on demand support for the State's recovery of a backup set.

### **2.3.12 Training Requirements**

- A. The TO Contractor shall develop a training schedule to be approved by MDOT and SHA. Training shall cover all user groups and be conducted at State facilities. Training shall be provided to 15 ITD user staff on the daily use of the system in conjunction with the Maryland CVIEW deployment. Training may be required to take place outside normal business hours to accommodate work schedules.
- B. The TO Contractor shall produce all training materials and shall provide a "Performance-based Training Program" which means that each trainee will have to demonstrate satisfactory system proficiency.
- C. The TO Contractor shall provide hard copies of training materials to all attendees of training sessions, and reproducible electronic copies to MDOT and SHA.
- D. The TO Contractor shall provide ongoing training when the system changes in ways that impact user interaction or functionality with the Maryland CVIEW. Ongoing training after initial training may be done through "webinar" or recorded training.
- E. The TO Contractor shall provide a user manual that documents how to use all system functionalities in electronic format. The manual shall be organized in sections such that it can be reproduced in whole or in part for different user types. The user manual shall be kept up to date by the TO Contractor to be current with Maryland CVIEW upgrades, changes and new functionalities.
- F. The TO Contractor shall provide a Systems Administration Manual and corresponding training materials, documenting:
  - 1. The configuration and topology of hardware and software
  - 2. Program functions and operations
  - 3. Database structure and data dictionary
  - 4. Any maintenance measures that should be taken and the schedule on which they should occur
- G. The Systems Administration Manual should be appropriate to the role of MD SHA. The TO Contractor shall keep the Manual updated to be current with the most recent changes and upgrades to the MD CVIEW.

### **2.3.13 Documentation Requirements**

- A. The TO Contractor shall provide a comprehensive User Manual covering all functionalities of the system. This documentation shall be updated whenever the system is further updated after initial deployment.

- B. The TO Contractor shall make available for review a copy from an existing implementation of their system:
  - 1. User Documentation
  - 2. System Administrator Documentation – this shall include application setup, application and user account setup, administration, and routine maintenance.
  - 3. System Technical Documentation
- C. The TO Contractor shall provide monthly status reports and conduct semi- monthly conference calls throughout the design and implementation stages of the Maryland CVIEW. The monthly reports shall describe:
  - 1. The status of implementation
  - 2. Current schedule compared to proposed schedule and any mitigation efforts.
  - 3. Any foreseen issues that may cause a delay or challenge
  - 4. Anything needed from Maryland SHA or other participating Maryland entities
- D. The TO Contractor shall deliver quarterly reports on the operation of the Maryland CVIEW. These shall include, but not be limited to:
  - 1. Issues and their resolutions during the quarter, including a summary of Maryland CVIEW downtime
  - 2. Changes or upgrades made to the Maryland CVIEW during the quarter
  - 3. Future potential opportunities and challenges
  - 4. Anticipated changes in federal systems that may impact the Maryland CVIEW
  - 5. Unresolved issues
  - 6. A description of additional functionality that can be incorporated into the Maryland CVIEW.
- E. The TO Contractor shall provide a design document that describes the design of the Maryland CVIEW. It shall include network and data flow diagrams, a data dictionary and data schema. The design document shall also include an Interface Control Document (ICD) for all interfaces between the Maryland CVIEW and other federal and state systems. The ICD will include for each interface:
  - 1. Interface type
  - 2. Contents of data elements passed
  - 3. Optional or mandatory nature of data
  - 4. Direction of data flows
  - 5. Data element names in Maryland CVIEW and in interfacing systems
  - 6. Format and size of data
  - 7. Format and data size translations that occur
  - 8. Data quality rules to be enforced on the data

- F. All changes to the Maryland CVIEW proposed by the TO Contractor shall be reviewed by the Maryland CVIEW Change Board. The TO Contractor shall provide a change request for each proposed change that includes, but is not limited to:
  - 1. Impact of the change on the Maryland CVIEW
  - 2. Cost of change
  - 3. Testing requirements of change
  - 4. The size and complexity of the change
  - 5. Analysis of alternatives, including “do nothing,” “attempt a different change” and do the change as proposed
  - 6. Risks associated with each alternative
  - 7. Schedule of proposed change and the impact on other elements of the Maryland CVIEW implementation or operation
  - 8. Proposed changes will not occur until a change request is submitted and approved by the Maryland CVIEW Change Board.
- G. The TO Contractor shall maintain and update the design document to represent the Maryland CVIEW as built once the system is implemented and operating. The as-built design will include tracking of all changes that have been made to the system.
- H. The TO Contractor shall provide a disaster recovery plan.

#### **2.3.14 Project Management Requirements**

- A. The TO Contractor shall assign a project manager to facilitate and oversee the entire Maryland CVIEW. The Project Manager shall be the primary contact for SHA for all items concerning the ongoing maintenance and support. The TO Contractor shall certify that this Project Manager has the authority to make significant and critical decisions relevant to the project and has management access to resolve problems beyond their direct authority.
- B. The Project Manager shall provide a Status Report with the following information to the TO Manager on a monthly basis by email:
  - 1. Service Tasks completed in the prior month
  - 2. Service Tasks expected to be completed in the current month.
  - 3. Any service tasks that are behind schedule with a description of the problem.
  - 4. All active service issues with status and resolution plan.
- C. The Project Manager shall meet with the TO Manager or his designee to discuss **Section 2.3.14.B** on-site or via teleconference at the SHA Headquarters on a quarterly basis and via teleconference on a weekly basis.
- D. The Project Manager shall communicate any maintenance changes and/or delays, when proposed changes are initiated or delays are expected to occur, to SHA in writing, along with an estimated schedule impact, schedule revision and remediation steps, if any.

#### **2.3.15 TO Contractor-Supplied Hardware, Software, and Materials**

- A. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software, hardware or hosting service that it proposes for use by the State

- in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.
- B. SaaS applications shall be accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface.
  - C. The State shall be permitted limited user-specific application configuration settings.
  - D. The TO Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided and shall keep all software current.
  - E. All Upgrades and regulatory updates shall be provided at no additional cost.
  - F. The State requires that the Offeror provide fully functional, generally available software and multiple-user licenses for purchase as needed throughout the life of the Task Order.
  - G. The Offeror shall install and provide all documentation for the software furnished under this Task Order.
  - H. Material costs shall be passed through with no mark-up by the TO Contractor.
  - I. The TO Contractor shall prepare software releases and stage at the TO Contractor premises for validation in the TO Contractor test environment in the event of required software maintenance updates and/or upgrades. SHA will provide authorization to proceed. The SHA will have the ability to coordinate the distribution of these releases to the appropriate sites by the TO Contractor. To support this requirement, the TO Contractor shall propose, provide and fully describe their solution for updating all sites with any new software releases and/or upgrades.
  - J. The Offeror shall provide manufacturer or provider's standard warranty for the item for any components replaced during the maintenance period. Any warranty period for goods and services will not commence until acceptance of the products or services by the SHA. Notwithstanding anything to the contrary, all defective items must be replaced at no additional cost to the State during the contract period.

### **2.3.16 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. Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the TO Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: SDLC;
- B. The State of Maryland Information Technology Security Policy and Standards at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: Security Policy;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- D. The State of Maryland Information Technology Project Oversight at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: IT Project Oversight;

- E. The TO Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's *Project Management Body of Knowledge Guide*; and
- F. TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.
- G. The MDOT Information Security Plan (see Appendix 5).
- H. The TO Contractor agrees to abide by ITIL Procedures and Practices as practiced by MDOT.

### **2.3.17 Product Requirements**

- A. Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software as part of its TO Proposal.
- B. No international processing for State Data: As described in **Section 3.7 Security Requirements**, Offerors are advised that any processing or storage of data outside of the continental U.S. is prohibited.
- C. Any TO Agreement award is contingent on the State's agreement, during the TO Proposal evaluation process, to any applicable terms of use and any other agreement submitted under **Section 5.4.2.J.2**. Such agreed upon terms of use shall apply consistently across services ordered under the TO Agreement.
- D. The TO Contractor shall not establish any auto-renewal of services beyond the period identified in Task Order documents.

## **2.4 Deliverables**

### **2.4.1 Deliverable Submission**

- A. For every deliverable, the TO Contractor shall request the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. For every deliverable, the TO Contractor shall submit to the TO Manager, by e-mail, an Agency Deliverable Product Acceptance Form (DPAF), an example of which is provided on the DoIT web page here:  
<http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>.
- C. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio within two (2) versions of the current version. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.
- D. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.
- E. For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**.



### **2.4.2 Deliverable Acceptance**

- A. A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.4.4 Deliverable Descriptions/Acceptance Criteria**.
- B. The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.
- C. The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating “Accepted” and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- D. In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.
- E. At the TO Manager’s discretion, subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

### **2.4.3 Minimum Deliverable Quality**

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

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable’s content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- I. A draft written deliverable may contain limited structural errors such as incorrect punctuation and shall represent a significant level of completeness toward the associated

final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

**2.4.4 Deliverable Descriptions/Acceptance Criteria**

In addition to the items identified in the table below, the TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.4.4.1	Kick-off Meeting Minutes	MS Word document containing meeting minutes that document: a. Meeting attendees or sign-in sheet b. High level elements of project planning activities c. Roles and contributions of the stakeholders d. Overview of project processes e. Initial transition plan and project schedule if new CVIEW COTS Solution is being implemented f. General summary of the discussion g. Next steps and/or action item outcomes.	Within 3 Business Days of the Kick-Off Meeting
<b>Task Order Initiation Requirements (Optional)</b> - These deliverables are required if a new MD CVIEW is being implemented.			
2.4.4.2	Initial Transition Plan and Schedule	Initial Transition Plan and Project Schedule which shall satisfy the requirements defined in Section 3.1.1.A-C and 3.1.2.	Within 5 Business Days of NTP
2.4.4.3	Final Transition Plan and Schedule	Final Transition Plan shall incorporate all changes requested by SHA. Acceptance contingent upon approval of SHA.	Date of SHA Feedback plus 5 Business Days.
2.4.4.4	Weekly Status Reports and Status Meetings	Weekly status reports shall satisfy the requirements defined in Section 3.1.3. The TO Contractor shall conduct a weekly status meeting.	Weekly during transition period
2.4.4.5	CVIEW COTS Solution Production - Ready	The CVIEW COTS solution meets all requirements and has been fully tested, integrated and accepted by SHA as Production-ready. The CVIEW COTS solution shall have zero high or critical bugs before being rolled out to production.	In compliance with Transition Schedule but no later than 30 Calendar Days from NTP.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.4.4.6	CVIEW COTS Solution Full Implementation / Production Rollout	The CVIEW COTS solution has been implemented.	In compliance with Transition Schedule but no later than 5 Calendar Days after acceptance of CVIEW COTS Solution Production – Ready.
2.4.4.7	CVIEW COTS Solution Documentation	A collection of all technical documentation delivered during the project (e.g., Operations Manual, User Manual).	30 Calendar Days after full implementation

## 2.5 Change Orders

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

## 2.6 Service Level Agreement (SLA)

### 2.6.1 Definitions

- A. A “Problem” is defined as any situation or issue reported via a help desk ticket that is related to the system operation that is not an enhancement request.
- B. “Problem resolution time” is defined as the period of time from when the help desk ticket is opened to when it is resolved.
- C. Monthly Charges: for purposes of SLA credit calculation, Monthly Charges are defined as the charges invoiced during the month of the breach for the monthly fixed services as set forth in **Attachment B, TO Financial Proposal Form**.

### 2.6.2 SLA Requirements

The TO Contractor shall:

- A. Be responsible for complying with all performance measurements and shall also ensure compliance by all subcontractors.
- B. Meet the Problem response time and resolution requirements as defined in **Section 2.6.8**.
- C. Provide a monthly report to monitor and detail response times and resolution times.
- D. MDOT and SHA shall log problems into the TO Contractor-supplied help desk software and assign an initial severity (Urgent, High, or Normal as defined in **Section 2.6.8**).

- E. Respond to and update all Problems, including recording when a Problem is resolved and its resolution. Appropriate MDOT and SHA personnel shall be notified when a Problem is resolved.
- F. The MDOT and SHA shall make the final determination regarding Problem severity.
- G. TO Contractor shall review any Problem with MDOT and SHA to establish the remediation plan and relevant target dates.

### **2.6.3 Service Level Agreement Service Credits**

- A. Time is an essential element of the TO Agreement and it is important that the work be vigorously prosecuted until completion. For work that is not completed within the time(s) specified in the performance measurements below, the TO Contractor shall be liable for service credits in the amount(s) provided for in this Task Order, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders and/or Work Orders.
- B. The parties agree that any assessment of service credits shall be construed and treated by the parties not as imposing a penalty upon the TO Contractor, but as compensation to the State for the TO Contractor's failure to timely complete work under this Task Order, including Work Orders.

### **2.6.4 SLA Effective Date (SLA Activation Date)**

SLAs set forth herein shall be in effect beginning with the commencement of monthly services.

Beginning on the SLA Activation Date, for any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the Monthly Charges.

### **2.6.5 Service Level Reporting**

The TO Contractor shall provide detailed monthly reports evidencing the attained level for each SLA set forth herein. Monthly reports shall be available on the 1st of every following month.

- A. The TO Manager or designee will monitor and review TO Contractor performance standards on a monthly basis, based on TO Contractor-provided reports for this Task Order.
- B. The TO Contractor shall provide a monthly summary report for SLA performance via e-mail to the TO Manager.
- C. If any of the performance measurements are not met during the monthly reporting period, the TO Manager or designee will notify the TO Contractor of the standard that is not in compliance.

### **2.6.6 Credit for Failure to Meet SLA**

TO Contractor's failure to meet an SLA will result in a credit, as service credits and not as a penalty, to the Monthly Charges payable by the State during the month of the breach. The credits will be cumulative for each missed service requirement. The State, at its option for amount due the State as service credits, may deduct such from any money payable to the TO Contractor or may bill the TO Contractor as a separate item. In the event of a catastrophic failure affecting all services, all affected SLAs shall be credited to the State. In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 25% of the Monthly Charges.

**2.6.7 Root Cause Analysis**

If the same SLA measurement yields an SLA credit more than once, the TO Contractor shall conduct a root cause analysis. Such root cause analysis shall be provided within 30 days of the second breach, and every breach thereafter.

In addition, for each ‘Emergency’ or ‘High’ priority Problem, the affected parties will perform a root cause analysis and institute a process of problem management to prevent recurrence of the issue.

**2.6.8 Service Level Measurements Table (System performance)**

The TO Contractor shall comply with the service level measurements in the following table:

No.	Service Requirement	Measurement and Description	Service Level Agreement	SLA Credit	SLA Credit Calculation
1	Problem Response Time – Urgent	The number of Urgent Incidents assigned to a technical resource by TO Contractor within a 15-minute Phone Response Time in each calendar month.  TO Contractor shall measure each ticket that is submitted in the reporting period from the time the incident is opened in the Problem Ticket information system to the time the incident is assigned for resolution.	99% <= 15 minutes	1%	1% of the Monthly Charges for each reported Urgent Incident with a phone response time of more than 15 minutes
2	Problem Response Time – High	The number of High Incidents assigned to a technical resource by TO Contractor within a 1-hour Phone Response Time in each calendar month.  TO Contractor shall measure each ticket that is submitted in the reporting period from the time the incident is opened in the Problem Ticket information system to the time the incident is assigned for resolution.	99% <= 1 hour	1%	1% of the Monthly Charges for each reported Urgent Incident with a phone response time of more than 1 hour
3	Problem Response Time - Normal	The number of Normal Incidents assigned to a technical resource by TO Contractor within a 2-hour Phone Response Time in each calendar month.	99% <= 2 hours	1%	1% of the Monthly Charges for each reported Urgent Incident with a phone response time of more than 2 hours

No.	Service Requirement	Measurement and Description	Service Level Agreement	SLA Credit	SLA Credit Calculation
		<p>TO Contractor shall measure each ticket that is submitted in the reporting period from the time the incident is opened in the Problem Ticket information system to the time the incident is assigned for resolution.</p>			
4	<p>Problem Resolution Time - Urgent</p>	<p>The number of Urgent Incidents Resolved by TO Contractor within 1 hour in each calendar month. Resolution of an event which is reported to the Service Desk or detected by TO Contractor for Services which TO Contractor has responsibility is defined as recovering or restoring a service to a workable state.</p> <p>TO Contractor shall measure each ticket that is closed in the reporting period from the time the incident is opened in the Problem Ticket information system to the time the incident is resolved.</p>	<p>99% &lt;= 1 hour</p>	<p>1%</p>	<p>1% of the Monthly Charges for each Urgent Incident resolved in more than 1 hour</p>
5	<p>Problem Resolution Time - High</p>	<p>The number of High Incidents Resolved by TO Contractor within 4 hours in each calendar month. Resolution of an event which is reported to the Service Desk or detected by TO Contractor for Services which TO Contractor has responsibility is defined as recovering or restoring a service to a workable state.</p> <p>TO Contractor shall measure each ticket that is closed in the reporting period from the time the incident is opened in the Problem Ticket information system to the time the incident is resolved.</p>	<p>99% &lt;= 4 hours</p>	<p>1%</p>	<p>1% of the Monthly Charges for each High Incident resolved in more than 4 hours</p>

No.	Service Requirement	Measurement and Description	Service Level Agreement	SLA Credit	SLA Credit Calculation
6	Problem Resolution Time - Normal	<p>The number of Normal Incidents Resolved by TO Contractor within 1-business day in each calendar month. Resolution of an event which is reported to the Service Desk or detected by TO Contractor for Services which TO Contractor has responsibility is defined as recovering or restoring a service to a workable state.</p> <p>TO Contractor shall measure each ticket that is closed in the reporting period from the time the incident is opened in the Problem Ticket information system to the time the incident is resolved.</p>	99% <= 1 business day	1%	1% of the Monthly Charges for each Normal Incident resolved in more than 1 business day

The State shall have the unilateral right to reallocate percentages among the various SLAs annually on the anniversary of the Task Order, provided that such reallocation will not exceed the cap identified in **Section 2.6.6**.

**2.6.9 Problem Response Definitions and Times**

- A. The TO Contractor shall meet the Problem response time and resolution requirements unless specifically waived by MDOT and SHA.
- B. The TO Contractor shall provide a monthly report to monitor and detail response times and resolution times.
- C. The Contractor shall provide the following service reliability for the MD CVIEW solution:
  - 1. The MD CVIEW shall be available 24 hours a day, 7 days a week, 365 days per year, at a 99% uptime excluding planned outages.
  - 2. The MD CVIEW shall provide the capability to handle at least 100 current users during peak usage.
  - 3. The TO Contractor shall ensure that planned system outages shall not exceed two hours for any single event or cumulatively within any 24-hour period unless coordinated with and approved by the TO Manager. Planned system outages shall be between midnight and 4:00 A.M. Eastern time.
- D. The Contractor shall provide a response time of within 2 hours for 100% of requests for the MD CVIEW solution.

<b>Service Priority</b>	<b>Response Time by Phone</b>	<b>Response Availability</b>	<b>Work Outage</b>	<b>Users Affected</b>
Urgent	1 hour	7 days/week, 24 hours/day	System is down or unavailable.  Systems or users are unable to work or perform their job.	Affects all users to include law enforcement and SHA personnel
High	4 hours	7 days/week, 24 hours/day	System is partially available or performing in a degraded mode.  Systems or users are unable to work, or to perform some portion of their job.	Affects most users to include law enforcement and SHA personnel  Affects high profile users (i.e. executive management)
Normal	1 business day	5 days/week Monday – Friday 8AM – 5PM	Specific non-critical features are not operating as specified.  Systems or users are unable to perform a small portion of their job but can complete most tasks. Primary support services provided during regular operations	Affects most users to include law enforcement and SHA personnel



## 3 TO Contractor Requirements: General

### 3.1 Task Order Initiation Requirements

- 3.1.1** TO Contractor shall schedule and hold a kickoff meeting with the TO Manager within ten (10) Business Days after Notification of Award. At the kickoff, the TO Contractor shall review:
- A. An initial Project Schedule describing the activities for the TO Contractor, the State, and any third parties for fully transitioning to the Contractor's Solution.
  - B. The initial plan for transition describing in detail all actions necessary to deliver and rollout CVIEW software which is compliant with all FMCSA and State required functionalities as identified on Appendix 6 to 12.
    - 1. Application knowledge transfer
    - 2. Toolset knowledge transfer
    - 3. Standard Operating Procedures
    - 4. Best practices utilized
  - C. The Transition Plan shall include, but is not limited to the following:
    - 1. Purpose - describe the purpose and strategy for accomplishing the transition process
    - 2. Annotated Work Breakdown Schedule (WBS) - provide a list of all tasks necessary to accomplish the transition process with a description of each task. The WBS shall include milestones at which progress can be assessed and a decision made by SHA as to whether the process should proceed to the next step
    - 3. Schedule - provide a schedule showing the timeline for accomplishing the transition at the task level
    - 4. Risks - provide an initial Risk Register describing all significant risks to accomplishing the transition process
    - 5. Staffing Plan – provide a staffing plan that describes all the personnel who are going to work on the transition process, their roles and contact information
    - 6. Communications Plan – provide a communications plan describing how the transition team and SHA stakeholders will communicate during the transition process
    - 7. Hosting Infrastructure – provide a description of the proposed hardware and software environment in which the TO Contractor shall host CVIEW. This description shall include all network, server, operating system and ancillary software required to host CVIEW.
  - D. Any questions that need clarification
- 3.1.2** The TO Contractor shall provide an initial Transition Plan and Schedule to the TO Manager within 10 business days of NTP.
- 3.1.3** The TO Contractor shall provide the Final Transition Plan and Schedule to the TO Manager for acceptance within five (5) business days of receiving feedback from MDOT and SHA on the initial Transition Plan and Schedule.
- 3.1.4** The TO Contractor shall provide a Weekly Status Report, during the transition period to MDOT and SHA with the following information:

- A. Completed Tasks - list of the tasks completed in the prior week
- B. New Tasks - list of all new tasks begun in the prior week
- C. Missed Deadlines - tasks which were to have been completed but have not yet been completed. Provide a description of why the task was not completed.
- D. Issues - current risks that exist on the project. Describe actions being taken to resolve these.
- E. Risks - risk register with all new risks, and status update of all existing risks.
- F. Tickets - open tickets to ensure that the work of the TO Contractor is not causing CVIEW application problems. The TO Contractor shall document the results of the review in a separate section of the Weekly Status report during the Transition-In period.
- G. Other items: Any other relevant items.

**3.1.5** The TO Contractor shall ensure that their CVIEW COTS solution shall be operational and meets Maryland specific CVIEW requirements as identified on Sections 2.3.1 and 2.3.2.

**3.1.6** The transition shall complete within 45 days.

## **3.2 End of Task Order Transition**

**3.2.1** The TO Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 60 days prior to Task Order end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:

- A. Provide additional services and/or support as requested to successfully complete the transition;
- B. Maintain the services called for by the Task Order at the required level of proficiency;
- C. Provide updated System Documentation, as appropriate; and
- D. Provide current operating procedures (as appropriate).

**3.2.2** The TO Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the TO Manager. The TO Manager may provide the TO Contractor with additional instructions to meet specific transition requirements prior to the end of Task Order.

**3.2.3** The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the TO Manager.

**3.2.4** The TO Contractor shall support end-of-Task Order transition efforts with technical and project support to include but not be limited to:

- A. The TO Contractor shall provide a draft Transition-Out Plan 120 Business Days in advance of Task Order end date.
- B. The Transition-Out Plan shall address at a minimum the following areas:
  - 1. Any staffing concerns/issues related to the closeout of the Task Order;
  - 2. Communications and reporting process between the TO Contractor, the Department and the TO Manager;
  - 3. Security and system access review and closeout;

4. Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee;
5. Any final training/orientation of Department staff;
6. Connectivity services provided, activities and approximate timelines required for Transition-Out;
7. Knowledge transfer, to include:
  - a. A working knowledge of the current system environments as well as the general business practices of the Department;
  - b. Review with the Department the procedures and practices that support the business process and current system environments;
  - c. Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Task Order;
  - d. Documentation that lists and describes all hardware and software tools utilized in the performance of this Task Order;
  - e. A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
  - f. Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
  - g. Any risk factors with the timing and the Transition-Out schedule and transition process. The TO Contractor shall document any risk factors and suggested solutions.
- C. The TO Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the TO Manager.
- D. The TO Contractor shall provide copies of any current daily and weekly back-ups to the Department or a third party as directed by the TO Manager as of the final date of transition, but no later than the final date of the Task Order.
- E. Access to any data or configurations of the furnished product and/or services shall be available after the expiration of the Task Order as described in **Section 3.2.5**.

### **3.2.5 Return and Maintenance of State Data**

- A. Upon termination or the expiration of the TO Agreement term, the TO Contractor shall: (a) return to the State all State data in either the form it was provided to the TO Contractor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the TO Agreement term; (c) after the retention period, the TO Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which

the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period

- B. During any period of service suspension, the TO Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the TO Manager.
- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by TO Contractor with respect to the services.

### **3.3 Invoicing**

#### **3.3.1 Definitions**

- A. "Proper Invoice" means a bill, written document, or electronic transmission, readable by the agency, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.
- B. "Late Payment" means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.
- C. "Payment" includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

#### **3.3.2 General**

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. The TO Contractor shall e-mail the original of each invoice, supporting documentation, and signed authorization to invoice to the TO Manager - Dave Czorapinski at e-mail address: [dczorapinski@mdot.maryland.gov](mailto:dczorapinski@mdot.maryland.gov) The TO Manager's name and the State contract number shall be shown on the E-mail Subject Line.
- C. All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.
- D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
  - 1. TO Contractor name and address;
  - 2. Remittance address;
  - 3. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
  - 4. Invoice period (i.e. time period during which services covered by invoice were performed);
  - 5. Invoice date;
  - 6. Invoice number;
  - 7. State assigned TO Agreement number;
  - 8. State assigned (Blanket) Purchase Order number(s);

9. Goods or services provided (itemized billing reference for employees, including labor category and detail of work hours);
  10. Amount due, amount spent on contract and amount remaining on contract to date of invoice; and
  11. Any additional documentation required by regulation or the Task Order.
- E. Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing
- F. The Department reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide the Department with all required deliverables within the time frame specified in the Task Order or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order.
- G. Any action on the part of the Department, or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- H. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- I. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

### **3.3.3 Invoice Submission Schedule**

The TO Contractor shall submit invoices in accordance with the following schedule:

- A. For items of work for which there is one-time pricing (see **Attachment B** – TO Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the SHA.
- B. For items of work for which there is annual pricing, see **Attachment B**– TO Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Task Order year in the month following the performance of the services.
- C. Invoices shall be submitted monthly and within 30 days of delivery of goods and services unless otherwise accepted in the TO Proposal or Work Order response.

### **3.3.4 Deliverable Invoicing**

- A. Deliverable invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF is not submitted (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+DPAFSample.pdf>).
- B. Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in **Section 2.4**.

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

- A. The amount invoiced is inconsistent with the Task Order.

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

### **3.3.6 Travel Reimbursement**

Travel will not be reimbursed under this TORFP.

### **3.3.7 Retainage**

This solicitation does not require retainage.

## **3.4 Liquidated Damages**

MBE Liquidated damages are identified in **Attachment M**.

## **3.5 Disaster Recovery and Data**

The following requirements apply to the TO Agreement:

### **3.5.1 Redundancy, Data Backup and Disaster Recovery**

- A. Unless specified otherwise in the TORFP, TO Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, TO Contractor's processing capability and the availability of hosted services, in each case throughout the TO Agreement term. Any force majeure provisions of this Task Order do not limit the TO Contractor's obligations under this provision.
- B. The TO Contractor shall have robust contingency and DR plans in place to ensure that the services provided under this TO Agreement will be maintained in the event of disruption to the TO Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
- C. The contingency and DR plans must be designed to ensure that services under this TO Agreement are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The TO Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover /

fallback operations at the DR location. The TO Contractor shall send TO Manager a notice of completion following completion of DR testing.

- E. Such contingency and DR plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the TO Agreement.

### 3.5.2 Data Export/Import

- A. The TO Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
  - 1. perform a full or partial import/export of State data within 24 hours of a request; or
  - 2. provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

### 3.5.3 Data Ownership and Access

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a TORFP shall become the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations
- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Task Order, including as necessary to perform the services hereunder or (4) at the State's written request.
- C. The TO Contractor shall limit access to and possession of State data to only TO Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such TO Contractor Personnel on the confidentiality obligations set forth herein.
- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under this Contract for any purpose other than fulfilling such services.

### 3.5.4 Provisions in Sections 3.5.1 – 3.5.3 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.5.1-3.5.3 (or the substance thereof) in all subcontracts.

## 3.6 Insurance Requirements

- 3.6.1 Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).
- 3.6.2 The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this **Section 3.6 “Insurance Requirements”** within five (5) Business Days from notice of recommended award. During the period of

performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

### **3.6.3 Cyber Security / Data Breach Insurance**

The Contractor shall possess and maintain throughout the term of the awarded contract and for three (3) years thereafter, Cyber Risk/ Data Breach insurance (either separately or as part of a broad Professional Liability or Errors and Omissions Insurance) with limits of at least US \$ five million (5,000,000) per claim. Any “insured vs. insured” exclusions will be modified accordingly to allow the State additional insured status without prejudicing the State’s rights under the policy (ies). Coverage shall be sufficiently broad to respond to the Contractor’s duties and obligations under the Contract and shall include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, release of Sensitive Data, and alteration of electronic information, extortion and network security. The policy shall provide coverage for, not by way of limitation, breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

## **3.7 Security Requirements**

### **3.7.1 Employee Identification**

- A. TO Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, such TO Contractor Personnel shall provide additional photo identification.
- B. TO Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order where the State determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Task Order.
- E. Unless otherwise specified, the cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

### **3.7.2 Security Clearance / Criminal Background Checks**

- A. The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Prior to commencement of work, the TO Contractor shall secure at its own expense the following type of national criminal history record check and provide the TO Contract Manager with completed checks on such Contractor Personnel prior to assignment:

- A national criminal history record check.

The check may be performed by a public or private entity. The State reserves the right to require, when allowed, a fingerprint-based Maryland and/or FBI Criminal Justice Information System criminal history record check.



- B. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Contract Manager.
- C. The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Prior to commencement of work, the TO Contractor shall secure at its own expense the following type of national criminal history record check and provide the TO Contract Manager with completed checks on such Contractor Personnel prior to assignment: a national criminal history record check. This check may be performed by a public or private entity. The State reserves the right to require, when allowed, a fingerprint-based Maryland and/or FBI Criminal Justice Information System criminal history record check.
- D. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor.
- E. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor
- F. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (**Appendix 3**) prior to any work commencing on the Task Order.
- G. If CJIS Criminal Background Check is required, the TBU must have an Authorization Number. If the TBU has no Authorization Number a CJIS Criminal Background Check cannot be required of the Intended Awardee.

### **3.7.3 On-Site Security Requirement(s)**

- A. For the conditions noted below, TO Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
  - TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.
- B. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the SHA may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the SHA.
- C. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO Agreement for default.

### **3.7.4 Information Technology**

The TO Contractor shall:

- A. Implement Administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);

- B. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the TO Agreement; and
- C. The TO Contractor, and TO Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.
- D. TO Contractor and TO Contractor Personnel shall adhere to the MDOT Security Policy and Standards as identified in **Appendix 5**.

### **3.7.5 Data Protection and Controls**

- A. TO Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the TO Agreement and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
  1. Establish separate production, test, and training environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The TO Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in Section 3.7.5.
  2. Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the TO Contractor/subcontractor’s systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the TO Contractor/subcontractor’s system configuration files.
  3. Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
  4. Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the TO Contractor is responsible for the encryption of all Sensitive Data.

5. For all State data the TO Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:  
  
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>  
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
6. Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology’s Information Security Policy.
7. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The SHA shall have the right to inspect these policies and procedures and the TO Contractor or subcontractor’s performance to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
8. Ensure system and network environments are separated by properly configured and updated firewalls.
9. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
10. By default, “deny all” and only allow access by exception.
11. Review at least annually the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
12. Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to this TO Agreement. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability’s identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect the TO Contractor’s policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
13. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology’s Information Security Policy

(<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.

14. Ensure State Data is not processed, transferred, or stored outside of the United States (“U.S.”). The TO Contractor shall provide its services to the State and the State’s end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the TO Contractor shall not allow TO Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The TO Contractor shall permit its TO Contractor Personnel to access State data remotely only as required to provide technical support.
15. Ensure TO Contractor’s Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the TO Agreement Monitor to obtain approval by the State to connect TO Contractor/subcontractor-owned equipment to a State LAN/WAN.
16. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The TO Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
17. Conduct regular external vulnerability testing designed to examine the service provider’s security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service’s security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

### **3.7.6 Access to Security Logs and Reports**

- A. For a SaaS or non-State hosted solution, the TO Contractor shall provide reports to the State in a mutually agreeable format.
- B. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Task Order.

### **3.7.7 Security Plan**

- A. The TO Contractor shall protect State data according to a written security policy (“Security Plan”) no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
- B. The Security Plan shall detail the steps and processes employed by the TO Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the TO Agreement.

### 3.7.8 Security Incident Response

- A. The TO Contractor shall notify the SHA in accordance with **Section 3.7.8A-D** when any TO Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
  - 1. Notify the SHA within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the TO Manager, SHA Chief Information Officer and SHA Chief Information Security Officer;
  - 2. Notify the SHA within two (2) hours if there is a threat to TO Contractor's Solution as it pertains to the use, disclosure, and security of State data; and
  - 3. Provide written notice to the SHA within one (1) Business Day after TO Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or SHA) requests concerning such unauthorized use or disclosure.
- B. TO Contractor's notice shall identify:
  - 1. the nature of the unauthorized use or disclosure;
  - 2. the State data used or disclosed,
  - 3. who made the unauthorized use or received the unauthorized disclosure;
  - 4. what the TO Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
  - 5. what corrective action the TO Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
  - 6. The TO Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The TO Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the TO Agreement. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of TO Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the TO Agreement.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or SHA) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification

### 3.7.9 Data Breach Responsibilities

- A. If the TO Contractor reasonably believes or has actual knowledge of a Data Breach, the TO Contractor shall, unless otherwise directed:
  - 1. Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;

2. Cooperate with the State to investigate and resolve the data breach;
  3. Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
  4. Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the TO Contractor's breach of its TO Agreement obligation to encrypt State data or otherwise prevent its release, the TO Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by TO Contractor based on root cause; all [(1) through (5)] subject to the TO Agreement's limitation of liability.
- 3.7.10** Additional security requirements may be established in a Task Order and/or a Work Order.
- 3.7.11** The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the TO Agreement.
- 3.7.12** **Provisions in Sections 3.7.1 – 3.7.11 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.7.4-3.7.12 (or the substance thereof) in all subcontracts.**
- 3.8 SOC 2 Type 2 Audit Report**
- 3.8.1** This section applies to the TO Contractor who provides services for identified critical functions, handles Sensitive Data, and/or hosts any related implemented system for the State under the TO Agreement.
- 3.8.2** The TO Contractor shall have an annual audit performed by an independent audit firm of the TO Contractor's handling Sensitive Data and/or the SHA's critical functions. Critical functions are identified as all aspects and functionality of the System including any add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the TO Contractor that shall be covered by the audit will collectively be referred to as the "Information Functions and/or Processes." Such audits shall be performed in accordance with audit guidance: Reporting on an Examination of Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the SHA, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:
- A. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). The initial SOC 2 audit shall be scheduled and completed within a timeframe to be specified by the State and submitted to the TO Manager. All subsequent SOC 2 audits that are arranged after this initial audit shall be performed on an annual basis and submitted to the TO Manager by the reoccurring annual date" for the preceding calendar year.

- B. The SOC 2 Audit shall report on TO Contractor's system(s) and suitability of the design and operating effectiveness of controls over the Information Functions and/or Processes to meet the requirements of the TO Agreement, including the Security Requirements identified in Section 3.7, relevant to the following trust services criteria: Processing Integrity, Security, Availability, Confidentiality and/or Privacy as defined in the aforementioned Guidance.
- C. The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services criteria of Security, Availability, Confidentiality, Processing Integrity, and Privacy) to accommodate any changes to the TO Contractor's environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through modifications to the TO Agreement or due to changes in Information Technology or operational infrastructure implemented by the TO Contractor. The TO Contractor shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the TO Agreement.
- D. The scope of the SOC 2 Report shall include work performed by any Relevant Subcontract or subcontractors that provide essential support to the TO Contractor and/or essential support to the Information Functions and/or Processes provided to the MDTA under the TO Agreement. The TO Contractor shall ensure the audit includes all such subcontractor(s) operating in the performance of the TO Agreement.
- E. All SOC 2 Audits, including those of the TO Contractor, shall be performed at no additional expense to the SHA.
- F. The TO Contractor shall promptly provide a complete copy of the final SOC 2 Report(s) to the TO Manager upon completion of each annual SOC 2 Audit engagement.
- G. The TO Contractor shall provide to the TO Manager, within 30 calendar days of the issuance of each SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in a SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the TO Contractor along with the date(s) when each remedial action is to be implemented.
- H. If the TO Contractor currently has an annual information security assessment performed that includes the operations, systems, and repositories of the Information Functions and/or Processes being provided to the SHA under the TO Agreement, and if that assessment generally conforms to the content and objective of the Guidance, the SHA will determine in consultation with appropriate State government technology and audit authorities whether the TO Contractor's current information security assessments are acceptable in lieu of the SOC 2 Report(s).
- I. If the TO Contractor fails during the TO Agreement term to obtain an annual SOC 2 Report by the date specified in Section 3.8.2.A, the SHA shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes utilized or provided by the TO Contractor and under the Contract. The TO Contractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. The SHA will invoice the TO Contractor for the

expense of the SOC 2 Report(s) or deduct the cost from future payments to the TO Contractor.

### 3.9 Performance and Personnel

#### 3.9.1 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the Task Order:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.  
  
The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours' deliverable for work types; actual work produced will be reconciled with the hours reported.
- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State's opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror's TO Technical Proposal. Key Personnel may be identified after Task Order award.
- G. **MDOT Contract Management Office (CMO)** - The CMO is responsible for management of the Task Order Agreement after award.

#### 3.9.2 Offeror Experience

The following experience is expected and will be evaluated as part of the TO Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**):

- A. Offeror shall demonstrate prior CVIEW product support services. Experience shall have lasted for at least one (1) year.
- B. Offeror shall demonstrate experience in providing real-time monitoring and service request call management capabilities.
- C. Offeror shall demonstrate experience in providing three (3) or more full-time CVIEW support personnel in a prior engagement within the last five (5) years.



- D. Offeror shall demonstrate capability of furnishing all necessary services required to successfully complete all tasks and requirements described in Section 2.
- E. Offeror shall demonstrate the extent to which the Customer(s) were satisfied with Offeror's performance engaged in a five (5) year commitment.

### **3.9.3 Personnel Experience**

The following experience and preferred qualifications are expected and will be evaluated as part of the TO Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**):

- A. Project Manager
  - 1. Prior senior level experience managing large COTS (Commercial off the Shelf) application implementation and support
  - 2. At least three (3) years of experience in the following areas:
    - a. Software Development Life Cycle
    - b. Configuration Management
    - c. Risk Management
    - d. Communication Management
    - e. Building and Managing Project Teams
    - f. Scheduling (WBS/Level of Estimate)
    - g. Earned Value
    - h. Change Management
    - i. Quality Assurance to include the following aspects:
      - i. Creating test plans
      - ii. Managing testing
      - iii. Organizing results
  - 3. At least three (3) years of customer support experience in a management role
  - 4. At least three (3) years of management experience highlighting coordination, communication and organizational skills
- B. Software Development / Support Manager
  - 1. At least five (5) years of software development, product delivery and customer support experience primarily in transportation related applications.
  - 2. Prior experience in Information Systems in any one of the following managed specialty areas:
    - a. Infrastructure
    - b. Applications
    - c. Operations
    - d. Development

3. Prior experience in COTS (Commercial off the Shelf) implementation and support
4. Knowledge of Software Development Lifecycle and Quality Management Systems and Techniques

### **3.9.4 Number of Personnel to Propose**

As part of the TO Proposal evaluation, Offerors shall propose exactly two (2) Key Personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP) Date.

### **3.9.5 Labor Categories**

- A. The Labor Categories are identified and described in Section 2.10 of the CATS+ RFP. To be responsive to this TORFP, Offerors must be capable of providing and meeting the minimum qualifications for the labor categories listed in **Section 1.2**. Actual resumes shall be provided only for Key Personnel. Resumes for resources provided later shall be coordinated by the TO Manager per the TO Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.
- B. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
- C. Education and experience described below constitute the minimum qualifications for candidates proposed in response to a TORFP. All experience required must have occurred within the most recent ten (10) years.
- D. TO Contractor Personnel Experience (including Key Personnel submitted in response to this TORFP).

### **3.9.6 Substitution of Education for Experience**

A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.

### **3.9.7 Substitution of Experience for Education**

- A. Substitution of experience for education may be permitted at the discretion of the State.
- B. Substitution of Professional Certificates for Experience:
- C. Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

### **3.9.8 TO Contractor Personnel Maintain Certifications**

Any TO Contractor Personnel provided under this TORFP shall maintain in good standing any required professional certifications for the duration of the TO Agreement.

### **3.9.9 Work Hours**

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Normal State Business Hours (see definition in **Appendix 1**), Monday through Friday except for State holidays.
- B. Needs beyond the hours described in paragraph A may be defined in a Task Order.

- C. TO Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration.
- D. State-Mandated Closings: TO Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.

### **3.10 Substitution of Personnel**

#### **3.10.1 Directed Personnel Replacement**

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Agency, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Section 3.10.1.B.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

#### **3.10.2 Substitution Prior to and 30 Days After Task Order Execution**

- A. Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an *Extraordinary Personnel Event*, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time

direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

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

### **3.10.3 Substitution More Than 30 Days After Task Order Execution**

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

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

### **3.11 Minority Business Enterprise (MBE) Reports**

There is no MBE Participation Goal for this Task Order.

### **3.12 Veteran Small Business Enterprise (VSBE) Reports**

There is no VSBE Goal for this Task Order.

### **3.13 Work Orders**

- A. Additional services and resources will be provided via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for fixed price pricing
- B. The TO Manager shall e-mail a Work Order Request (See sample at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+WorkOrderSample.pdf>) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
  - 1. Technical requirements and description of the service or resources needed
  - 2. Performance objectives and/or deliverables, as applicable
  - 3. Due date and time for submitting a response to the request, and
  - 4. Required place(s) where work must be performed

- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
  - 1. A response that details the TO Contractor's understanding of the work;
  - 2. A price to complete the Work Order Request using the format provided using the format provided (see online sample).
  - 3. A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with Attachment B.
  - 4. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
  - 5. State-furnished information, work site, and/or access to equipment, facilities, or personnel
  - 6. The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO Agreement and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
- F. Proposed personnel on any type of Work Order shall be subject to Department approval. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.
- G. Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.

### **3.14 Additional Clauses**

The TO Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.14.1 – 3.14.5** (or the substance thereof) in all subcontracts.

#### **3.14.1 TORFP Subject to CATS+ Master Contract**

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments, including but not limited to:

- A. Custom Software, Custom Source Code, Data;
- B. Hardware and software costs procured as part of the TORFP cannot exceed 49 percent of the total Task Order value;
- C. Material costs shall be passed through with no mark-up by the TO Contractor;
- D. No-Visual Access

- E. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software, hardware or hosting service that it proposes for use by the State in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.

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

**3.14.3 Contract Management Oversight Activities**

- A. DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of Task Orders under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ Task Orders are subject to review.
- B. A sample of the TO Contractor Self-Reporting Checklist is available on the CATS+ website at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+Self-ReportingChecklistSample.pdf>. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a Task Orders. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six-month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

**3.14.4 Source Code Escrow**

Source Code Escrow applies to this TO Agreement. The TO Contractor shall perform source code escrow as described herein.

- A. The State will be named as a beneficiary under an escrow agreement (“Escrow Agreement”) that shall be entered into between the TO Contractor and an escrow agent (“Escrow Agent”) within 10 days of the date hereof pursuant to which TO Contractor shall deliver a Source Code Escrow Package to Escrow Agent. The term “Source Code Escrow Package” means: a) a complete copy in machine-readable form of the source code and executable code of the software licensed to the State under the TO Agreement; b) a complete copy of any existing design documentation and user documentation; and/or c) complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. The Escrow Agreement shall govern the maintenance and release of the Source Code Escrow Package, and TO Contractor agrees to update, enhance, or otherwise modify such Source Code Escrow Package promptly upon each release of a new version of any component thereof. TO Contractor shall pay all fees and expenses charged by Escrow Agent, including, but not limited to, fees and expenses related to the State being a named beneficiary under the Escrow Agreement. The State shall treat the Source Code Escrow Package as TO Contractor’s confidential information. Under all circumstances, the Source Code Escrow Package shall remain the property of TO Contractor. The State shall only use the Source Code Escrow Package as contemplated in the Task Order (including, but not limited to confidentiality provisions and usage restrictions). The Escrow Agent shall maintain the Source Code Escrow Package in a repository located in the United States.
- B. In the event that the Escrow Agent either ceases providing escrow services to TO Contractor or TO Contractor determines in its reasonable business judgment that the Escrow Agent is no longer providing acceptable services, TO Contractor shall replace the Escrow Agent with another escrow agent, using an agreement which provides the State with rights no less

advantageous than those in the Escrow Agreement. In such case, the new escrow agent shall be substituted in all ways for the incumbent Escrow Agent with respect to Section 3.15.4.A above and all references herein to Escrow Agent shall be deemed to include such substitute escrow agent.

- C. TO Contractor shall inform the State of the availability of an escrow for any third-party software solutions it provides to the State.
- D. In addition to the rights and obligations contained in the Escrow Agreement referenced in Section 3.15.4.A, the State shall have the Software Escrow Package released by the Escrow Agent to the State's possession immediately upon any voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, including but not limited to a general assignment for the benefit of including but not limited to a general assignment for the benefit of creditors, the appointment of a receiver for business or assets; creditors, the appointment of a receiver for business or assets; TO Contractor's dissolution or liquidation, voluntary or otherwise; the State has compelling reasons to believe that such events will cause TO Contractor to fail to meet its obligations in the foreseeable future; or TO Contractor's discontinuance of support or failure to support in accordance with this TO Contract any software system or if the TO Contractor is otherwise unable or unwilling to provide the Source Code Escrow Package. This condition will also be considered met if after repeated e-mail and phone requests by the State for service, the State makes a request for service in writing to the Contractor's last known address served by certified signed receipt required mail delivery by U.S. Post Office or by a nationally recognized (in the United States) overnight carrier, and the TO Contractor remains unresponsive, meaning that the TO Contractor is unable to acknowledge message receipt, unwilling or otherwise unable to satisfy the request for a period longer than 45 days from attempt to deliver the written request.

### **3.14.5 Change Control and Advance Notice**

Unless otherwise specified in an applicable Service Level Agreement, the Contractor shall give seven (7) days advance notice to the State of any upgrades or modifications that may impact service availability and performance.

### **3.14.6 No-Cost Extensions**

In the event there are unspent funds remaining on the TO Agreement, prior to the TO's expiration date the TO Procurement Officer may modify the TO Agreement to extend the TO Agreement beyond its expiration date for the performance of work within the TO's scope of work. Notwithstanding anything to the contrary, no funds may be added to the TO Agreement in connection with any such extension.

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## 4 TORFP Instructions

### 4.1 TO Pre-Proposal Conference

- 4.1.1 A TO pre-proposal conference (Conference) will be held virtually via Teams, at the date and time indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.1.3 Following the Conference, the attendance records and a summary of the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.1.4 Attendees will be required to submit an Attachment A - Pre-Proposal Conference Response Form at least one day before the Conference in order to receive the invitation to the Conference virtually via Teams. A full list of attendees will be compiled and released as part of the attendance record.
- 4.1.5 Attendees should have available a copy of the solicitation.
- 4.1.6 If there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five (5) business days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.
- 4.1.7 Those wishing to attend the web Conference may request a meeting invitation by emailing Attachment A - TO Pre-Proposal Conference Response Form, to the Procurement Officer at [jpalechek@mdot.maryland.gov](mailto:jpalechek@mdot.maryland.gov) no later than 3:00 PM on Wednesday, December 9, 2020. An invitation e-mail is required for registration, and therefore attendance of the virtual Pre-Proposal Conference via Teams. Upon receipt of the email and Attachment A, the TO Procurement Officer will reply with an invitation email with a link that may be used to attend the conference.

### 4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (*J02B0600092 – Application Software Support and Maintenance for the Commercial Vehicle Information Exchange Window (CVIEW) System*) and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

### 4.3 TO Proposal Due (Closing) Date and Time

- 4.3.1 TO Proposals, in the number and form set forth in **Section 5 TO Proposal Format**, must be received by the TO Procurement Officer no later than the TO Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.3.2 Requests for extension of this date or time shall not be granted.



- 4.3.3** Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, TO Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.3.4** The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.3.5** TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.

#### **4.4 Award Basis**

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, below, a Master Contractor will be selected to conduct the work defined in **Sections 2 and 3**. A specific TO Agreement, **Attachment M**, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

#### **4.5 Oral Presentation**

Offerors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives virtually. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor's TO Proposal. The TO Procurement Officer will notify Offerors of the time and place of oral presentations and interviews, should interviews be scheduled separately.

#### **4.6 Limitation of Liability**

The TO Contractor's liability is limited in accordance with the Limitations of Liability section of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to two (2) times the total TO Agreement amount.

#### **4.7 MBE Participation Goal**

There is no MBE subcontractor participation goal for this procurement.

#### **4.8 VSBE Goal**

There is no VSBE participation goal for this procurement.

#### **4.9 Living Wage Requirements**

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

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

#### **4.10 Federal Funding Acknowledgement**

This Task Order does not contain federal funds.

#### **4.11 Conflict of Interest Affidavit and Disclosure**

- 4.11.1** Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to **Attachment H**, conflict of interest Affidavit and Disclosure.
- 4.11.2** If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.
- 4.11.3** Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.
- 4.11.4** By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

#### **4.12 Non-Disclosure Agreement**

##### **4.12.1 Non-Disclosure Agreement (TO Contractor)**

All Offerors are advised that this solicitation and any TO Agreement(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the TO Proposal.

#### **4.13 Location of the Performance of Services Disclosure**

This solicitation does not require a Location of the Performance of Services Disclosure.

#### **4.14 Department of Human Services (DHS) Hiring Agreement**

This solicitation does not require a DHS Hiring Agreement.

#### **4.15 Small Business Reserve (SBR) Set-Aside**

This solicitation is not designated as a Small Business Reserve (SBR) set-aside solicitation.

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## 5 TO Proposal Format

### 5.1 Required Response

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a TO Proposal; or 2) a completed Master Contractor Feedback Form (available online within the Master Contractor Admin System). The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

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

### 5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

- Volume I – TO TECHNICAL PROPOSAL
- Volume II – TO FINANCIAL PROPOSAL

### 5.3 TO Proposal Packaging and Delivery

5.3.1 TO Proposals delivered by facsimile shall not be considered.

5.3.2 Provide no pricing information in the TO Technical Proposal. Provide no pricing information on the media submitted in the TO Technical Proposal.

5.3.3 Offerors may submit TO Proposals by electronic means as described.

- A. Electronic means includes e-mail to the TO Procurement Officer address listed on the Key Information Summary Sheet.
- B. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions. A hard copy submission is discouraged.

#### 5.3.4 E-mail submissions

- A. All TO Proposal e-mails shall be sent with password protection.
- B. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master TO Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.
- C. The State has established the following procedure to restrict access to TO Proposals received electronically: all Technical and TO Financial Proposals must be password protected, and the password for the TO TECHNICAL PROPOSAL must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to MDOT and SHA upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.
- D. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.

- E. TO Proposals submitted via e-mail must not exceed 25 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- F. The e-mail submission subject line shall state the TORFP J02B0600092 and either “Technical” or “Financial.”

### **5.3.5 Two Part Submission:**

- A. TO Technical Proposal consisting of:
  - 1. TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
  - 2. the TO Technical Proposal in searchable Adobe PDF format,
  - 3. a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see Section 5.4.2.B, and
- B. TO Financial Proposal consisting of:
  - 1. TO Financial Proposal and all supporting material in WORD format,
  - 2. the TO Financial Proposal in searchable Adobe PDF format,
  - 3. a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see Section 5.4.2.B).

## **5.4 Volume I - TO Technical Proposal**

**IMPORTANT:** Provide **no pricing information** in the TO Technical Proposal (Volume I). Include pricing information only in the TO Financial Proposal (Volume II).

- 5.4.1** In addition to the instructions below, responses in the Offeror’s TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .”). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).
- 5.4.2** The TO Technical Proposal shall include the following documents and information in the order specified as follows:
  - A. Proposed Services:
    - 1. Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (Sections 2-3) and proposed solution.
    - 2. Proposed Solution: A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Sections 2-3.
    - 3. Architecture diagram of the Offeror’s CVIEW COTS solution describing in detail the capabilities proposed for communications, network, hardware, software, applications, and redundancy.
    - 4. Completed Requirements Matrix (Appendix 6): A completed requirements matrix addressing each TORFP requirement. Important: Failure to respond to each requirement in the Requirements Matrix will make the TO proposal non-responsive to this TORFP.

5. Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
6. Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2-3.
7. The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this TORFP.
8. Disaster Recovery and Security Model description - For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DR strategy.
9. The Offeror shall include an SLA in its TO Proposal as identified in Section 2.6.
10. Details for each offering:

Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software.

The Offeror shall provide the following information for each offering:

- a) Offering Name
- b) Offeror relationship with manufacturer (e.g., manufacturer, reseller, partner)
- c) Manufacturer
- d) Short description of capability
- e) Version (and whether version is limited in any way)
- f) License type (e.g., user, CPU, node, transaction volume)
- g) Subscription term (e.g., annual)
- h) License restrictions, if any
- i) Operational support offered (e.g., customer support, help desk, user manuals online or hardcopy), including description of multiple support levels (if offered), service level measures and reporting
- j) Continuity of operations and disaster recovery plans for providing service at 24/7/365 level
- k) Ability of the offering to read and export data in existing State enterprise data stores. Offerors in their TO Technical Proposals shall describe the interoperability of data that can be imported or exported from the Solution, including generating industry standard formats.
- l) Any processing or storage of data outside of the continental U.S. (see Security Requirements for limitations)
- m) Any limitations or constraints in the offering, including any terms or conditions (e.g., terms of service, ELA, AUP, professional services agreement, master agreement) – see also Section 5.4.2.I Additional Required Submissions.
- n) Compatibility with Single Sign-On systems (e.g., SecureAuth).

- o) APIs offered, and what type of content can be accessed and consumed.
- p) Update / upgrade roadmap and procedures, to include: planned changes in the next 12 months, frequency of system update (updates to software applied) and process for updates/upgrades.
- q) Frequency of updates to data services, including but not limited to, datasets provided as real-time feeds, and datasets updated on a regular basis (e.g., monthly, quarterly, annually, one-time).
- r) What type of third party assessment (such as a SOC 2 Type II audit) is performed, the nature of the assessment (e.g., the trust principles and scope of assessment), and whether the results of the assessment pertinent to the State will be shared with the State. See also Section 3.9.
- s) Offeror shall describe its security model and procedures supporting handling of State data. If more than one level of service is offered, the Offeror shall describe such services. Include, at a minimum:
  - i) procedures for and requirements for hiring staff (such as background checks),
  - ii) any non-disclosure agreement TO Contractor Personnel sign,
  - iii) whether the service is furnished out of the continental U.S. (see Security Requirements 3.7),
  - iv) Certifications such as FedRAMP,
  - v) Third party security auditing, including FISMA,
  - vi) Published Security Incident reporting policy, and
  - vii) Cybersecurity insurance, if any, maintained.
- t) Offerors shall clearly indicate which features are part of the base offering and which include additional charges.
- u) Offerors shall include a schedule of service level metrics, credits to the State if the metrics are not met, and what reporting supports the service levels described.

**B. Proposer Information Sheet and Transmittal Letter**

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the TO Technical Proposal. The purpose of the Transmittal Letter is to transmit the TO Proposal and acknowledge the receipt of any addenda to this TORFP issued before the TO Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its TO Proposal and the requirements as stated in this TORFP and contain acknowledgement of all addenda to this TORFP issued before the TO Proposal due date.

**C. Minimum Qualifications Documentation (If applicable)**

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in TORFP **Section 1**.

**D. Proposed Personnel and TORFP Staffing**

Offeror shall propose exactly two (2) Key Personnel in response to this TORFP. Offeror shall:

1. Identify the qualifications and types of staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
2. Complete and provide for each proposed resource Appendix 4A Minimum Qualifications Summary and Appendix 4B Personnel Resume Form.
3. Provide evidence proposed personnel possess the required certifications in accordance with Section 1.2 Offeror Personnel Minimum Qualifications. Also provide an image of the proposed personnel's current Certifications.
4. Provide three (3) references per proposed Key Personnel containing the information listed in Appendix 4B.
5. Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

**E. Subcontractors**

Identify all proposed Subcontractors, including MBEs, and their roles in the performance of the scope of work hereunder.

**F. Master Contractor and Subcontractor Experience and Capabilities**

1. Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested scope of work. Include contact information for each client organization complete with the following:
  - a. Name of organization.
  - b. Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - c. Services provided as they relate to the scope of work.
  - d. Start and end dates for each example engagement or contract.
  - e. Current Master Contractor team personnel who participated on the engagement.
  - f. If the Master Contractor is no longer providing the services, explain why not.
- a. State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

- a. Contract or task order name
- b. Name of organization.
- c. Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)

- d. Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e. Dollar value of the contract.
- f. Indicate if the contract was terminated before the original expiration date.
- g. Indicate if any renewal options were not exercised.

**Note** - State of Maryland experience can be included as part of **F.1** above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

**G. State Assistance**

Provide an estimate of expectation concerning participation by State personnel.

**H. Confidentiality**

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Master Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

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

**I. Additional Submissions:**

1. Attachments and Exhibits;
  - a. All forms required for the TO Technical Proposal are identified in **Table 1 of Section 7 – Exhibits and Attachments**. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
  - b. No attachment forms shall be altered. Signatures shall be clearly visible.
2. Offerors shall furnish with their Technical TO Proposal any and all agreements the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Task Order Agreement, including but not limited to software license agreement(s), end user license agreement(s), AUP. This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).
3. Any services furnished from third party entities, e.g., resold services, shall include current Letters of Authorization or such other documentation demonstrating the authorization for such services.
4. A Letter of Authorization shall be on the authorizing entity's letterhead or through the authorizing entity's e-mail. Further, each Letter of Authorization shall be less than



twelve (12) months old. Each Letter of Authorization or e-mail must provide the following information:

- a. Authorizing entity POC name and alternate for verification
- b. Authorizing entity POC mailing address
- c. Authorizing entity POC telephone number
- d. Authorizing entity POC email address
- e. If available, a Reseller Identifier

## **5.5 Volume II – TO Financial Proposal**

- 5.5.1** The TO Financial Proposal shall contain all price information in the format specified in Attachment B - Financial Proposal Form. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.
- 5.5.2** The TO Financial Proposal shall contain a description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Financial Proposal Form);
- 5.5.3** **Attachment B**– Financial Proposal Form shall be completed with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the TO Financial Proposal.
- 5.5.4** To be responsive to this TORFP, the Financial Proposal Form shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- 5.5.5** **Note: Failure to specify a CATS+ labor category in the completed Financial Proposal Form for each proposed resource will make the TO Proposal non-responsive to this TORFP.**
- 5.5.6** Prices shall be valid for 120 days.

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## 6 Evaluation and Selection Process

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 Department will consider all information submitted in accordance with Section 5.

### 6.1 Evaluation Committee

Evaluation of TO Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review TO Proposals, participate in Offeror oral presentations and discussions, and provide input to the TO Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the TO Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

### 6.2 TO Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each TO Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

#### 6.2.1 Offeror's Technical Response to TORFP Requirements (See TORFP § 5.4.2)

The State prefers an Offeror's response to work requirements in the TORFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. TO Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those TO proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

#### 6.2.2 Experience and Qualifications of Proposed Staff (See TORFP § 5.4.2.D)

The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Sections 2-3. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 4.5 Oral Presentation).

#### 6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See TORFP § 5.4.2.F)

#### 6.2.4 Past performance will be evaluated for relevancy (similar size and scope), recency (within the past five (5) years), and performance feedback (reference checks).

#### 6.2.5 Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in the TORFP and also for potential future resource requests.

### 6.3 TO Financial Proposal Evaluation Criteria

All Qualified Offerors (see Section 6.4) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this TORFP and as submitted on Attachment B - TO Financial Proposal Form.

## **6.4 Selection Procedures**

TO Technical Proposals shall be evaluated based on the criteria set forth above in **Section 6.2**. TO Technical Proposals and TO Financial Proposals will be evaluated independently of each other.

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 1 of this TORFP, and quality of responses to **Section 5.4** TO Technical Proposal. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.
- B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State's requirements and of the qualified Offeror's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
- C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

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

### **6.4.1 Down-Select Procedure**

In the event that more than ten (10) qualified TO Proposals are received, the TO Procurement Officer may elect to follow a down-select process as follows:

- A. A technical ranking will be performed for all TO Proposals based on the Offeror's experience and capabilities submitted. TO Proposals will be ranked from highest to lowest for technical merit to the extent the Offeror's qualifications align with the position needs as described in this TORFP.
- B. The top ten (10) TO Proposals identified by the technical ranking will be invited to interviews. All other Offerors will be notified of non-selection for this TORFP.

## **6.5 Documents Required upon Notice of Recommendation for Task Order Award**

Upon receipt of a Notification of Recommendation for Task Order award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – TORFP Attachments and Appendices**.

Commencement of work in response to a TO Agreement shall be initiated only upon the completed documents and attestations, plus:

- A. Issuance of a fully executed TO Agreement,
- B. Purchase Order, and
- C. by a Notice to Proceed authorized by the TO Procurement Officer. See (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+NoticeToProceedSample.pdf>).

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## 7 TORFP ATTACHMENTS AND APPENDICES

### Instructions Page

A TO Proposal submitted by an Offeror must be accompanied by the completed forms and/or affidavits identified as “with proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this TORFP, including any applicable instructions and/or terms, are identified in the “Label” column in Table 1.

For documents required as part of the proposal:

- A. For e-mail submissions, submit one (1) copy of each with signatures.

All Offerors are advised that if a Task Order is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

**Table 1: TORFP ATTACHMENTS AND APPENDICES**

When to Submit	Label	Attachment Name
Before TO Proposal	A	Pre-Proposal Conference Response Form
With TO Proposal	B	TO Financial Proposal Instructions and Form
With TO Proposal	C	Bid/Proposal Affidavit Form
N/A	D	MDOT MBE Forms Important: MDOT MBE Form E, if a waiver has been requested, is also required with TO Proposal
N/A	E	Veteran-Owned Small Business Enterprise (VSBE) Forms
With TO Proposal	F	Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement
With TO Proposal	H	Conflict of Interest Affidavit and Disclosure
Five (5) Business Days after recommended award	I	Non-Disclosure Agreement (TO Contractor)
With TO Proposal	L	Location of the Performance of Services Disclosure
5 Business Days after recommended award	M	Task Order Agreement
Appendices		
N/A	1	Abbreviations and Definitions
With TO Proposal	2	Offeror Information Sheet

<b>When to Submit</b>	<b>Label</b>	<b>Attachment Name</b>
Prior to commencement of work	3	Criminal Background Check Affidavit
With TO Proposal	4	Labor Classification Personnel Resume Summary (Appendix 4A and 4B)
N/A	5	MDOT Information Security Plan
With TO Proposal	6	CVIEW Requirements Matrix
N/A	7	Maryland One Output to CVIEW
N/A	8	Maryland Heavy Vehicle Registration System to CVIEW
N/A	9	Safety and Fitness Electronic Records (SAFER) Interface Control Document (ICD) (separately attached)
N/A	10	FMCSA PRISM System Specifications (separately attached)
N/A	11	Maryland International Registration Plan (MIRP) Output to CVIEW
N/A	12	International Fuel Tax Agreement (IFTA) Output to CVIEW
<b>Additional Submissions</b>		
5 Business Days after recommended award	--	Evidence of meeting insurance requirements (see <b>Section 3.6</b> ); 1 copy
5 days after recommended award	--	Fully executed Escrow Agreement;
With deliverables	--	Deliverable Product Acceptance Form (DPAF) (see online at <a href="http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf">http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf</a> )

**Attachment A. TO Pre-Proposal Conference Response Form**

Solicitation Number J02B0600092

Application Software Support and Maintenance

For The Commercial Vehicle Information Exchange Window (CVIEW) System

A TO Pre-proposal conference will be held on Thursday, December 10, 2020, @ 10:00 a.m. virtually via Teams.

Please return this form by 3:00 p.m. on Wednesday, December 9, 2020, advising whether or not you plan to attend and who will be attending. The completed form should be returned via e-mail to the TO Procurement Officer at the contact information below:

Joe Palechek  
E-mail: [jpalechek@mdot.maryland.gov](mailto:jpalechek@mdot.maryland.gov)

Please indicate:

\_\_\_\_\_ **Yes**, the following representatives will be in attendance. (Provide Names and email addresses, of all attendees).

Attendees:

- 1.
- 2.
- 3.

\_\_\_\_\_ **No**, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see TORFP § 4.1 "TO Pre-proposal conference"):

Offeror: \_\_\_\_\_  
*Offeror Name (please print or type)*

By: \_\_\_\_\_  
*Signature/Seal*

Printed Name: \_\_\_\_\_  
*Printed Name*

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

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

**Attachment B. TO Financial Proposal Instructions & Form**

**PRICE SHEET – FIXED PRICE**

**Application Software Support and Maintenance for the  
Commercial Vehicle Information Exchange Window (CVIEW) System**

Please provide the Fixed-Price Monthly Recurring Cost for routine maintenance, hosting and operational support for the Commercial Vehicle Information Exchange Window (CVIEW) System.

Multiply the Monthly Recurring Cost (A) by the Number of Months (B) and provide the Annual Cost (C). Then add Annual Cost (C) and record this as the Total Price for Maintenance, Hosting and Operational Support. All pricing shall be valid for 120 days.

<b>Contract Year</b>	<b>Monthly Cost (A)</b>	<b>Number of Months (B)</b>	<b>Annual Cost (C)</b>
Year 1	\$	12	\$
Year 2	\$	12	\$
Year 3	\$	12	\$
Year 4	\$	12	\$
Year 5	\$	12	\$
<b>Total Price for Maintenance, Hosting and Operational Support (Years 1-5)</b>			<b>\$</b>

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Attachment B-1 Price Sheet – Deliverables Fixed Price**

**Application Software Support and Maintenance  
for the Commercial Vehicle Information Exchange Window (CVIEW) System**

Please provide the Fixed-Price for the Deliverables which shall be all inclusive and cover all the tasks associated as identified on **Section 2.4.4 Deliverable Descriptions**. **This is applicable if a new MD CVIEW is being implemented**. All pricing shall be valid for 120 days.

<b>Deliverable Description</b>	<b>Total Proposed Price</b>
Kick-off Meeting Minutes	\$
Initial Transition Plan and Schedule	\$
Final Transition Plan and Schedule	\$
Weekly Status Reports and Status Meetings	\$
CVIEW COTS Solution Production - Ready	\$
CVIEW COTS Solution Full Implementation / Production Rollout	\$
CVIEW COTS Solution Documentation	\$
<b>Total Price</b>	<b>\$</b>

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Attachment B-2 Price Sheet – Pricing Summary**

**Application Software Support and Maintenance  
for the Commercial Vehicle Information Exchange Window (CVIEW) System  
for CATS+ TORFP # J02B0600092**

Please provide the total overall contract Fixed Price (**Attachment B: Maintenance, Hosting and Operational Support + Attachment B-1: Deliverables**). All pricing shall be valid for 120 days.

<b>Total Price for Maintenance, Hosting and Operational Support (Years 1 - 5)</b> <i>Attachment B Price Sheet Total</i>	\$
<b>Total Price for Deliverables</b> <i>Attachment B-1 Price Sheet Total</i>	\$
<b>Total Overall Contract Price</b>	\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Attachment C. Bid/Proposal Affidavit**

**A. AUTHORITY**

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.**

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/proposal and:

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

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

**B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.**

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
  - (a) §7201, Attempt to Evade or Defeat Tax;
  - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
  - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
  - (d) §7206, Fraud and False Statements, or
  - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
  - (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure act; and
    - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
  - (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure act; and
    - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
  - (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure act; and
    - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**E. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
  - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
- 
- 

**G. SUBCONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

**H. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

**I. CERTIFICATION OF TAX PAYMENT**

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**J. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
  - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
  - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

\_\_\_\_\_

\_\_\_\_\_

**L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO  
(FOR SUPPLIES AND SERVICES CONTRACTS)**

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

**M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL**

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of



the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

**N. I FURTHER AFFIRM THAT:**

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

**O. ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

By:

\_\_\_\_\_  
*Signature of Authorized Representative and Affiant*

Printed Name:

\_\_\_\_\_  
*Printed Name of Authorized Representative and Affiant*

Title:

\_\_\_\_\_  
*Title*

Date:

\_\_\_\_\_  
*Date*

**Attachment D. Minority Business Enterprise (MBE) Forms**

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

**Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms**

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

**Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts**

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
    - (a) Has a State contract for services valued at less than \$100,000, or
    - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A subcontractor who:
    - (a) Performs work on a State contract for services valued at less than \$100,000,
    - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (a) Services with a Public Service Company;
    - (b) Services with a nonprofit organization;
    - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the

Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

**F-1 Maryland Living Wage Requirements Affidavit of Agreement**

Contract No. J02B0600092

Name of Contractor:

Address:

**If the Contract Is Exempt from the Living Wage Law**

The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons (check all that apply):

- Offeror is a nonprofit organization
- Offeror is a public service company
- Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

**If the Contract Is a Living Wage Contract**

- A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and ensure that its subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.
- B. \_\_\_\_\_ (initial here if applicable) The Offeror affirms it has no covered employees for the following reasons: (check all that apply):
  - The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract
  - The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
  - The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative:

Signature of Authorized Representative : \_\_\_\_\_ Date: \_\_\_\_\_

Title:

Witness Name (Typed or Printed) \_\_\_\_\_

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

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

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

**Attachment G. Federal Funds Attachments**

This solicitation does not include a Federal Funds Attachment.



**Attachment H. Conflict of Interest Affidavit and Disclosure**

**Reference COMAR 21.05.08.08**

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 Offeror, TO Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.

C. The 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 Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the TO Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the 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 TO Contractor shall continue performance until notified by the TO 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 THIS AFFIDAVIT WITH Bid/PROPOSAL**

**Attachment I. Non-Disclosure Agreement (TO Contractor)**

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through the Maryland Department of Transportation (MDOT) and the State Highway Administration (SHA) (the “Department”), and \_\_\_\_\_ (the “TO Contractor”).

**RECITALS**

**WHEREAS**, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Application Software Support and Maintenance for the Commercial Vehicle Information Exchange Window (CVIEW) System Solicitation # J02B0600092; and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, “Confidential Information” means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. The TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. The 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 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 **Attachment I-2**. TO Contractor shall update **Attachment I-2** by adding additional names (whether TO Contractor’s Personnel or a subcontractor’s personnel) 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 TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, 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. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and 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. The 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. The TO Contractor shall, at its own expense, return to the Department all 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 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 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 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, in no event less restrictive than as set forth in 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;
    - f. The Recitals are not merely prefatory but are an integral part hereof; and
    - g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

**IN WITNESS WHEREOF**, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

TO Contractor:  
\_\_\_\_\_  
By:  
(seal)  
\_\_\_\_\_  
Printed Name:  
\_\_\_\_\_  
Title:  
\_\_\_\_\_  
Date:  
\_\_\_\_\_

MDOT and SHA  
\_\_\_\_\_  
By:  
\_\_\_\_\_  
Printed Name:  
\_\_\_\_\_  
Title:  
\_\_\_\_\_  
Date:  
\_\_\_\_\_

**I-2 NON-DISCLOSURE AGREEMENT**

**LIST OF CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO  
THE CONFIDENTIAL INFORMATION**

<b>Printed Name and Address of Individual/Agent</b>	<b>Employee (E) or Agent (A)</b>	<b>Signature</b>	<b>Date</b>
_____	_____	_____	_____
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_____	_____	_____	_____

I-3 NON-DISCLOSURE AGREEMENT

CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL  
INFORMATION

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and \_\_\_\_\_ (“TO Contractor”) dated \_\_\_\_\_, 20\_\_\_\_ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the TO Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

**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, HAVING MADE DUE INQUIRY.**

DATE: \_\_\_\_\_

NAME OF TO CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

TITLE: \_\_\_\_\_  
(Authorized Representative and Affiant)

**Attachment J. HIPAA Business Associate Agreement**

This solicitation does not require a HIPAA Business Associate Agreement.

**Attachment K. Mercury Affidavit**

This solicitation does not require a Mercury Affidavit.



**Attachment L. Location of the Performance of Services Disclosure**

(submit with Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Proposal submitted in response to Solicitation No. J02B9400034, the following disclosures are hereby made:

1. At the time of Proposal submission, the Offeror and/or its proposed subcontractors:

\_\_\_ have plans

\_\_\_ have no plans

to perform any services required under the TO Agreement outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Offeror or its proposed subcontractors, the Offeror shall answer the following (attach additional pages if necessary):

a. Location(s) services will be performed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Reasons why it is necessary or advantageous to perform services outside the United States:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned, being an authorized representative of the Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

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

Offeror Name:

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

Name:

Title:

Please be advised that the SHA may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

**Attachment M. Task Order**

CATS+ TORFP J02B0600092 OF  
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20 \_\_\_\_ by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, Maryland Department of Transportation State Highway Administration (MDOT and SHA or the “Department”).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Department” means Maryland Department of Transportation State Highway Administration, as identified in the CATS+ TORFP # J02B0600092.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals #J02B0600092, dated December 1, 2020, including any addenda and amendments.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
  - d. “TO Procurement Officer” means Joe Palechek. The Department may change the TO Procurement Officer at any time by written notice.
  - e. “TO Agreement” means this signed TO Agreement between MDOT and SHA and TO Contractor.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means Dave Czorapinski. The Department may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

The TO Agreement,

Exhibit A – CATS+ TORFP

Exhibit B – TO Technical Proposal

Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the term of this TO Agreement shall commence as of the "Notice to Proceed (NTP) Date" and expire on the fifth (5th) anniversary thereof.

4. Consideration and Payment

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

4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Department of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Department 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.

4.5 Liquidated Damages for MBE

1. The Master Contract requires the Master Contractor to comply in good faith with the MBE Program and Master Contract provisions. The State and the Master Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Master Contractor

does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

2. Therefore, upon issuance of a written determination by the State that the Master Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Master Contractor shall pay liquidated damages to the State at the rates set forth below. The Master Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Master Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$34.88 per day until the monthly report is submitted as required.
- (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$13.56 per MBE subcontractor.
- (c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- (d) Failure to meet the Master Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.

2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Task Order and exercise any and all other rights or remedies, which may be available under the Task Order or Law.

SIGNATURES ON NEXT PAGE

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

TO Contractor Name

\_\_\_\_\_

\_\_\_\_\_

By: Type or Print TO Contractor POC

Date

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

STATE OF MARYLAND, MDOT and SHA

\_\_\_\_\_

\_\_\_\_\_

By: Mike C. Zimmerman, Chief Procurement Officer

Date

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

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_

Assistant Attorney General

## **Appendix 1. Abbreviations and Definitions**

For purposes of this TORFP, the following abbreviations or terms have the meanings indicated below:

- A. Application Program Interface (API) - Code that allows two software programs to communicate with each other
- B. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
- C. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- D. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. Commercial Motor Vehicles (CMV) – any vehicle used to transport goods or passengers for the profit of an individual or business. Examples of CMVs include pickup trucks, box trucks, semi-trucks, vans, coaches, buses, taxicabs, trailers and travel trailers.
- G. Commercial Off the Shelf (COTS) – a term that references non-developmental items (NDI) sold in the commercial marketplace and used or obtained through government contracts. A COTS product is usually a computer hardware or software product tailored for specific uses and made available to the general public. Such products are designed to be readily available and user friendly.
- H. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- I. State Highway Administration (SHA) - is the state sub-agency responsible for maintaining Maryland's numbered highways outside Baltimore City. It is tasked with maintaining non-tolled/free bridges throughout the State, removing snow from the state's major thoroughfares, administering the State's "adopt-a-highway" program, and both developing and maintaining the State's freeway/expressway system
- J. Effective Date - The date of mutual TO Agreement execution by the parties
- K. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- L. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- M. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- N. Innovative Technology Deployment (ITD) - is a nationwide program managed by Federal Motor Carrier Safety Administration designed to: (1) improve safety and productivity of motor carriers, commercial vehicles and their drivers;(2) improve efficiency and effectiveness of commercial vehicle safety programs through targeted enforcement; (3) improve commercial vehicle data sharing within states and between states and FMCSA; (4) reduce Federal/State and industry regulatory and administrative costs

- O. Intelligent Transportation System (ITS) - utilize technology to increase roadway safety, reduce motorist delays and air pollution, and improve the overall productivity of commercial vehicle operations
- P. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP **Section 3.10**.
- Q. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- R. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- S. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- T. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- U. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- V. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- W. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- X. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- Y. Regional Integrated Transportation Information System (RITIS) - an automated data fusion and dissemination system that provides an enhanced overall view of the transportation network. Participating agencies are able to view transportation and related emergency management information through innovative visualizations and use it to improve their operations and emergency preparedness. RITIS also uses regional standardized data to provide information to third parties, the media, and other traveler information resources including, web sites, paging systems, and 511.
- Z. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.

- AA. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- BB. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- CC. Service Level Agreement (SLA) - Commitment by the TO Contractor to the Department that defines the performance standards the TO Contractor is obligated to meet.
- DD. SLA Activation Date - The date on which SLA charges commence under this Task Order, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work.
- EE. Software - The object code version of computer programs licensed pursuant to this TO Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.
- FF. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this TORFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document
- GG. Solution - All Software, deliverables, services and activities necessary to fully provide and support the TORFP scope of work. This definition of Solution includes all System Documentation developed as a result of this TO Agreement. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
- HH. State – The State of Maryland.
- II. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
- JJ. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- KK. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
  - 1. Source Code: this includes source code created by the TO Contractor or subcontractor(s) and source code that is leveraged or extended by the TO Contractor for use in the Task Order.



2. All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
  3. All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
  4. All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation.
  5. A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).
  6. All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides.
  7. Operating procedures.
- LL. Task Order (TO) – The scope of work described in this TORFP.
- MM. TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment M**.
- NN. TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.
- OO. TO Proposal – As appropriate, either or both of an Offeror's TO Technical or TO Financial Proposal.
- PP. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- QQ. Third Party Software – Software and supporting documentation that:
1. are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
  2. are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
  3. were specifically identified and listed as Third-Party Software in the Proposal.
- RR. Total Proposal Price - The Offeror's total proposed price for services in response to this solicitation, included in the TO Financial Proposal with **Attachment B** – TO Financial Proposal Form, and used in the financial evaluation of Proposals (see TORFP **Section 5.5**).
- SS. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
- TT. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- UU. Work Order – A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of TO Contractor fulfillment, and which may not require a TO Agreement modification. Except as otherwise provided, any reference to the Task Order shall be deemed to include reference to a Work Order.

**Appendix 2. Offeror Information Sheet**

Offeror	
Company Name	
Street Address	
City, State, Zip Code	
TO Contractor Federal Employer Identification Number (FEIN)	
TO Contractor eMMA ID number	As of the date of Proposal submission, are you registered to do business with the state of Maryland?
SBE / MBE/ VSBE Certification	
SBE	Number: Expiration Date:
VSBE	Number: Expiration Date:
MBE	Number: Expiration Date: Categories to be applied to this solicitation (dual certified firms must choose only one category).
Offeror Primary Contact	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	
Authorized Offer Signatory	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	

**Appendix 3. Criminal Background Check Affidavit**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

I hereby affirm that the \_\_\_\_ (Master Contractor) \_\_\_\_\_ has provided Maryland Transportation Authority with a summary of the security clearance results for all of the candidates that will be working on Task Order MICROSOFT DYNAMICS SL SOFTWARE TECHNICAL AND USER SUPPORT J02B0600092 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS+ Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

\_\_\_\_\_  
Master Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Appendix 4. Labor Classification Personnel Resume Summary

### INSTRUCTIONS:

1. For each person proposed, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.
2. 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.
3. For this TORFP,
  - A. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
  - B. Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
  - C. A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
    - 1) Failure to follow these instructions.
    - 2) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
    - 3) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.

**Appendix 4A LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

**CATS+ TORFP #J02B0600092**

Proposed Individual:		Master Contractor:		CATS+ Labor Category:	
Education: Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category		Institution/Address		Degree or Certification	Dates
Generalized Experience: Insert the generalized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category.		Start	End	Company/Job Title	Relevant Work Experience
Specialized Experience: Insert the specialized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category,					
TORFP Additional Requirements: Minimum qualifications and required certifications as defined in Section 1 of this TORFP. Provide dates in the format of MM/YY to MM/YY					

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

TO Contractor Representative:

Proposed Individual:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Appendix 4B PERSONNEL REFERENCE

CATS+ TORFP #J02B0600092

<b>Proposed Individual:</b>		<b>Master Contractor:</b>		<b>CATS+ Labor Category:</b>	
<b>Reference Information</b>					
<b>Reference Name:</b>				<b>Email:</b>	
<b>Contact's Title:</b>				<b>Phone:</b>	
<b>Company:</b>					
<b>Address:</b>					
	<i>Street Address</i>				<i>Apt #</i>
	<i>City</i>			<i>State</i>	<i>Zip Code</i>
<b>Reference Information</b>					
<b>Reference Name:</b>				<b>Email:</b>	
<b>Contact's Title:</b>				<b>Phone:</b>	
<b>Company:</b>					
<b>Address:</b>					
	<i>Street Address</i>				<i>Apt #</i>
	<i>City</i>			<i>State</i>	<i>Zip Code</i>
<b>Reference Information</b>					
<b>Reference Name:</b>				<b>Email:</b>	
<b>Contact's Title:</b>				<b>Phone:</b>	
<b>Company:</b>					
<b>Address:</b>					
	<i>Street Address</i>				<i>Apt #</i>
	<i>City</i>			<i>State</i>	<i>Zip Code</i>

**Appendix 5. MDOT Information Security Plan**

See Separate Attachment.



**Appendix 6. CVIEW Requirements Matrix**

**Instructions:** The last column in the requirements table shall be used by the Offeror to indicate whether its CVIEW achieves the requirement. The Offeror shall mark each requirement based on the following criteria:

- 1 – Offeror’s CVIEW meets the requirement with no modifications.
- 2 – Offeror’s CVIEW meets the requirement with modifications at no additional expense.
- 3 – Offeror’s CVIEW does not meet the requirement.
- 4 – Offeror’s CVIEW meets the requirement with modifications at additional expense beyond the total evaluated CVIEW cost contained in the price sheet. The Offeror shall add the Proposed Price for the Optional Feature to the Price Sheet in the designated location.

For responses “2” or “4” ONLY, the Offeror shall use the row below the requirement to explain the modifications to its system that will be necessary to meet the requirement. **No explanation is necessary for responses “1” or “3”.**

**A. General System Functional Requirements**

Req #	Requirement	Offeror Capability
<b>A1</b>	<b>General Requirements</b>	
<b>A1.1</b>	<b>Vendor Hosted</b>	
A1.1.1	The MD CVIEW shall be a vendor-hosted system accessed through a secure web/internet interface. The MD CVIEW shall be hosted by the vendor at a secure remote location which shall provide the electronic exchange of interstate and intrastate carrier and vehicle data between State systems, users, and SAFER.	1 2 3
<i>Offeror Response:</i>		
A1.1.2	The MD CVIEW shall be capable of storing and managing all credential and safety data (inspections, accidents, etc.), including operating authority data.	1 2 3
<i>Offeror Response:</i>		
A1.1.3	The MD CVIEW shall be capable of receiving, processing, and outputting data in real-time and batch modes.	1 2 3
<i>Offeror Response:</i>		
A1.1.4	The MD CVIEW shall support secure high-speed broadband and dial-up web/internet-based queries.	1 2 3
<i>Offeror Response:</i>		

<b>Req #</b>	<b>Requirement</b>	<b>Offeror Capability</b>
A1.1.5	The CVIEW shall integrate and interface with Maryland State agencies and law enforcement personnel laptops and desktops. These units run Microsoft Windows 10 with Internet Explorer 11 and current version of Google Chrome. Maryland State Police utilize cellular wireless data communication (AT&T and Verizon) on Windows 10 or higher laptop computers in mobile enforcement units.  <i>Offeror Response:</i>	1 2 3
<b>A1.2</b>	<b>Compliance</b>	
A1.2.1	The TO Contractor's Base CVIEW shall be certified as SAFER compliant (in accordance with documentation available from FMCSA).  <i>Offeror Response:</i>	1 2 3
A1.2.2	The MD CVIEW shall be compliant with the most recent SAFER Interface Control Document (ICD). It shall always remain compliant with the most recent SAFER ICD. The offeror is responsible for the maintenance and/or operation of the MD CVIEW.  <i>Offeror Response:</i>	1 2 3
A1.2.3	The MD CVIEW shall be compliant with the most recent version of the CVISN and PRISM Architectural and operational requirements as defined by FMCSA at the time of deployment. It shall remain compliant the entire time the offeror is responsible for the maintenance and/or operation of the MD CVIEW.  <i>Offeror Response:</i>	1 2 3
A1.2.4	The MD CVIEW shall be compliant with the most recent National ITS Architecture as defined by FHWA at the time of deployment.  <i>Offeror Response:</i>	1 2 3
A1.2.5	The MD CVIEW shall be compliant with and support FMCSA CSA.  <i>Offeror Response:</i>	1 2 3

**B. Functional and Technical System Requirements**

<b>Req #</b>	<b>Requirement</b>	<b>Offeror Capability</b>
<b>B2</b>	<b>MD CVIEW Data Exchange with Other Systems</b>	
<b>B2.1</b>	<b>SAFER System Interaction</b>	
B2.1.1	The MD CVIEW shall meet established Volpe data exchange requirements and receive certification for data transactions to and from SAFER.  <i>Offeror Response:</i>	1 2 3
B2.1.2	The MD CVIEW shall meet certification criteria established by Volpe to conduct all transactions with SAFER described in these requirements following the most current SAFER-CVIEW Interface Certification Process.	1 2 3

Req #	Requirement	Offeror Capability
<i>Offeror Response:</i>		
B2.1.3	The MD CVIEW shall always remain compliant with the latest SAFER input, output and data quality rules as contained in the current SAFER Interface Control Document (ICD). If this document is superseded by an updated version of the re-certification standard during the course of the task of the MD CVIEW deliverable, the TO Contractor shall be obligated to obtain re-certification based on the latest version of this document.	1 2 3
<i>Offeror Response:</i>		
B2.1.4	The MD CVIEW shall be capable of exchanging all data elements as described in the current SAFER ICD with the SAFER system in XML format. The SAFER ICD can be obtained from the CVISN portal <a href="https://portal.fmcsa.dot.gov/login">https://portal.fmcsa.dot.gov/login</a> or by request from the FMCSA.	1 2 3
<i>Offeror Response:</i>		
B2.1.5	The MD CVIEW shall download all SAFER output update transactions on a frequency that can be configured as frequently as hourly. The default frequency shall be 24 hours. Authorized MD CVIEW users shall be able to configure the download frequency.	1 2 3
<i>Offeror Response:</i>		
B2.1.6	The MD CVIEW shall be capable of downloading all data needed from SAFER to create a new baseline when requested.	1 2 3
<i>Offeror Response:</i>		
B2.1.7	The MD CVIEW shall download the following SAFER update transactions (as defined by the most current SAFER ICD): <ul style="list-style-type: none"> <li>• IFTA license information (T0025)</li> <li>• IRP account information (T0026)</li> <li>• IRP fleet information (T0027)</li> <li>• IRP vehicle information (T0028v3)</li> <li>• Vehicle inspection information (T0030)</li> <li>• MCMIS Safety and Census (T0031v1)</li> <li>• License and Insurance (T0032)</li> </ul>	1 2 3
<i>Offeror Response:</i>		
B2.1.8	The MD CVIEW shall transmit all Maryland IRP and IFTA system data to SAFER accurately and in a timely manner [as soon as possible, and no more than twelve (12) hours, after the data is made available by the State system.	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
B2.1.9	<p>The MD CVIEW shall upload the following transaction sets to SAFER when the data elements have changed based on current SAFER business rules:</p> <ul style="list-style-type: none"> <li>• International Fuel Tax Agreement (T0019)</li> <li>• IRP Account (T0020)</li> <li>• IRP Fleet (T0021)</li> <li>• IRP Registration – Cab Card (T0022V3)</li> </ul> <p>The MD CVIEW shall include all PRISM elements required in these transaction sets, including the safety carrier.</p> <p><i>Offeror Response:</i></p>	1 2 3
B2.1.10	<p>The MD CVIEW shall not update its database with incoming SAFER data if the corresponding existing MD CVIEW data is more current than the incoming data.</p> <p><i>Offeror Response:</i></p>	1 2 3
<b>B2.2</b>	<b>PRISM Interaction</b>	
B2.2.1	<p>The MD CVIEW shall provide the ability to store and exchange all data necessary for performing all Performance and Registration Information Systems Management (PRISM) functions without additional modifications.</p> <p><i>Offeror Response:</i></p>	1 2 3
B2.2.2	<p>The MD CVIEW shall provide the ability to download PRISM Target Files (as defined by the FMCSA PRISM System Specifications) on a nightly basis to support PRISM processes without additional modifications. To include:</p> <p>T0041P: PRISM Vehicle Target File</p> <p>T0042P: PRISM Carrier Target File</p> <p><i>Offeror Response:</i></p>	1 2 3
<b>B2.3</b>	<b>CDLIS Interaction</b>	
<p>The MD CVIEW will provide access to CDLIS for officers with CDLIS privileges. The CDLIS information will be used by a variety of users, both roadside and deskside.</p>		
B2.3.1	<p>The MD CVIEW shall meet FMCSA data exchange requirements for pass-through to the MD CVIEW.</p> <p><i>Offeror Response:</i></p>	1 2 3
B2.3.2	<p>The MD CVIEW CDLIS interface shall use user input to generate queries that are directly submitted to CDLIS or submitted to Query Central, which will then direct the queries to CDLIS.</p> <p><i>Offeror Response:</i></p>	1 2 3

Req #	Requirement	Offeror Capability
B2.3.3	<p>The MD CVIEW shall provide MSP officers with CDLIS privileges a real-time interface with CDLIS to view through the MD CVIEW display windows the following CDLIS data:</p> <ul style="list-style-type: none"> <li>• Driver’s license status and classification</li> <li>• Driver traffic violation history</li> <li>• Driver endorsements and restrictions</li> <li>• Driver Failure to Appear violations</li> </ul>	1 2 3
<i>Offeror Response:</i>		
<b>B2.4</b>	<b>Maryland IFTA Interaction</b>	
B2.4.1	The MD CVIEW shall be updated with IFTA data from the Maryland IFTA system. See SAFER ICD transaction set T0019 (copy language from the requirements).	1 2 3
<i>Offeror Response:</i>		
B2.4.2	The MD CVIEW shall not update a record in its database with incoming IFTA data if the corresponding existing MD CVIEW record is more current than the incoming data.	1 2 3
<i>Offeror Response:</i>		
<b>B2.5</b>	<b>Intrastate Registration Interaction</b>	
<p>The MD CVIEW will retrieve registration information for intrastate carriers from HVRS. The information will include the status of registrations for intrastate vehicles.</p>		
B2.5.1	<p>The MD CVIEW shall interface with the HVRS system output described below:</p> <p>The HVRS application is used by the Maryland Motor Vehicle Administration (MVA) to process the vehicle registrations of Maryland based intrastate motor carriers. There are approximately 127,000 heavy vehicles registered in Maryland. Maryland based carriers renew their registrations, add, delete and transfer vehicles, and request weight changes. The system currently generates a file once a week of changes in heavy vehicle (over 10,000 pounds) registration information; see Appendix 8 – Maryland Heavy Vehicle Registration System to CVIEW.</p>	1 2 3
<i>Offeror Response:</i>		
B2.5.2	<p>The MD CVIEW shall retrieve from HVRS the commercial vehicle registration data for commercial vehicles registered in Maryland, including, but not limited to, the following data:</p> <ul style="list-style-type: none"> <li>• Vehicle owner information</li> <li>• Commercial vehicle title number</li> <li>• Commercial vehicle registration information</li> </ul> <p>The MD CVIEW shall retrieve updated registration data on a frequency that can be configured as at least nightly. The default frequency shall be weekly.</p>	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
B2.5.3	<p>The MD CVIEW shall not update a record in its database with incoming intrastate registration data if the corresponding existing MD CVIEW record is more current than the incoming data.</p> <p><i>Offeror Response:</i></p>	1 2 3
<b>B2.6</b>	<b>Maryland IRP Interaction</b>	
<p>The MD CVIEW will be updated with IRP data from the MIRP system. The MD CVIEW will provide data to the MIRP system for PRISM enforcement.</p>		
B2.6.1	<p>The MD CVIEW shall provide to the MIRP system the requested data elements contained in SAFER Transaction Sets and the PRISM target files via web services using XML. The data exchange shall be on-demand.</p> <p>All PRISM target file data elements must be available to the MIRP system in real-time to allow the MIRP system the ability to perform PRISM checks during registration.</p> <p><i>Offeror Response:</i></p>	1 2 3
B2.6.2	<p>The MD CVIEW shall not update a record in its database with incoming IRP data if the corresponding existing MD CVIEW record is more current than the incoming data.</p> <p><i>Offeror Response:</i></p>	1 2 3
<b>B2.7</b>	<b>Maryland Permitting Interaction</b>	
<p>The MD CVIEW will retrieve and store information on permits issued by the Automated Hauling Permit System (AHPS). These include oversize/overweight permits.</p>		
B2.7.1	<p>The MD CVIEW shall retrieve data regarding permits issued by AHPS including, but not limited to, the following data:</p> <ul style="list-style-type: none"> <li>• Last 6 digits of VIN</li> <li>• Permit type and Number</li> <li>• Permitted carrier</li> <li>• First and last valid dates of permit</li> <li>• Permitted oversize/overweight dimensions</li> <li>• Number of axles and maximum weight by axle group</li> <li>• Routing (if applicable)</li> <li>• Specific restrictions on permit (not the generic restrictions but any that are specific to this permit)</li> <li>• Trailer and Tractor description</li> <li>• Trailer and Tractor plates</li> </ul> <p>The AHPS Permit data to be available to the MD CVIEW is described in Appendix 7 – Maryland One Automated Hauling Permit System.</p> <p><i>Offeror Response:</i></p>	1 2 3
B2.7.2	<p>AHPS data in the MD CVIEW shall be updated no less than three times a day at 9AM, 1PM, and 5PM.</p> <p><i>Offeror Response:</i></p>	1 2 3

<b>Req #</b>	<b>Requirement</b>	<b>Offeror Capability</b>
B2.7.3	The MD CVIEW shall not update a record in its database with incoming AHPS Permit data if the corresponding existing MD CVIEW record is more current than the incoming data. <i>Offeror Response:</i>	1 2 3
B2.7.4	The MD CVIEW shall be able to automatically purge AHPS permit data that is no longer valid. <i>Offeror Response:</i>	1 2 3
B2.7.5	The MD CVIEW shall be able to retrieve and display an image of the permit as contained in the AHPS. <i>Offeror Response:</i>	1 2 3
<b>B2.8</b>	<b>Roadside Operations Interaction</b>	
B2.8.1	The MD CVIEW shall have an interface to transmit data to roadside operations clients for electronic screening. <i>Offeror Response:</i>	1 2 3 4*
<b>B3</b>	<b>WEB INTERFACE</b>	
B3.1	The MD CVIEW web interface shall be the sole means for user interaction with the MD CVIEW. A user shall not be required to use other interface or directly access the MD CVIEW database to achieve any functions described in these requirements. <i>Offeror Response:</i>	1 2 3
B3.2	The MD CVIEW windows shall be viewable on screen and not require horizontal scrolling to view the contents. The MD CVIEW windows shall minimize the need for vertical scrolling. <i>Offeror Response:</i>	1 2 3
B3.3	The MD CVIEW shall be compatible and fully functional in: <ul style="list-style-type: none"> <li>• current version of Microsoft IE</li> <li>• current version of Google Chrome</li> </ul> <i>Offeror Response:</i>	1 2 3
B3.4	The MD CVIEW web interface shall tailor the display based on the security roles of the user. The user shall only see functionality and data the user is authorized to see. <i>Offeror Response:</i>	1 2 3
B3.5	The MD CVIEW shall provide for and support a consistent GUI across all components and provide a common look and feel across all elements, including but not limited to: <ul style="list-style-type: none"> <li>• Consistent function keys</li> <li>• Screen naming functions</li> <li>• Navigation patterns</li> <li>• Menus (as allowed for the user by security roles)</li> </ul>	1 2 3

Req #	Requirement	Offeror Capability
<i>Offeror Response:</i>		
B3.6	The MD CVIEW shall be capable of displaying State and other specific data elements including appropriate visibility and facilities for add, change, and delete of role specific users as specified in B12 User Roles below. Each window display of specific information (such as IRP, IFTA, AHPS, SAFER, etc.) shall have a consistent display of the day, date and time the information was updated for that particular interface, and a placeholder for a phone number, contact name, and contact organization that can be updated by authorized users. This information will be used by law enforcement to request corrections to authoritative data sources that can then be modified accordingly at the source.	1 2 3
<i>Offeror Response:</i>		
B3.7	The MD CVIEW shall be able to access other input screens and modules without backing out of menus or menu paths.	1 2 3
<i>Offeror Response:</i>		
B3.8	The MD CVIEW shall provide for and support standard Microsoft Windows keyboard shortcuts for common functions such as copy and paste.	1 2 3
<i>Offeror Response:</i>		
B3.9	The MD CVIEW screens shall contain links to additional data screens based on specific data input.	1 2 3
<i>Offeror Response:</i>		
B3.10	The MD CVIEW shall contain certain fields with error-checking routines to provide the user with feedback in the cases of incorrect or mis-keyed information. Examples of fields that would be appropriate for error-checking include USDOT Numbers and VINs.	1 2 3
<i>Offeror Response:</i>		
B3.11	The MD CVIEW shall include online help with a link from each page of the web interface. Online help shall be designed to provide the user with examples of how to use the page from which the user requested help.	1 2 3
<i>Offeror Response:</i>		
B3.12	The MD CVIEW shall provide a link to access an electronic version of the user manual while logged into the CVIEW. The electronic version of the manual shall be kept up to date by the TO Contractor to be current with MD CVIEW upgrades, changes and new functionality.	1 2 3
<i>Offeror Response:</i>		
<b>B4</b>	<b>PASS/FAIL FLAG GENERATION</b>	
The MD CVIEW shall be able to generate pass/fail flags for manual queries and system-to- system queries. It shall be able to generate vehicle and/or carrier flags given a vehicle or carrier identifier.		



Req #	Requirement	Offeror Capability
B4.1	The MD CVIEW shall be able to generate pass/fail flags that can be passed to other systems through the MD CVIEW interfaces.	1 2 3
<i>Offeror Response:</i>		
B4.2	The MD CVIEW shall be able to generate pass/fail flags that can be displayed through the MD CVIEW query windows.	1 2 3
<i>Offeror Response:</i>		
B4.3	The MD CVIEW shall make pass/fail flags available to authorized users through the MD CVIEW query windows and through the MD CVIEW interfaces.	1 2 3
<i>Offeror Response:</i>		
B4.4	The MD CVIEW shall provide an interface that allows authorized users to create new types, or edit existing types, of pass/fail tests and give each test a unique name.	1 2 3
<i>Offeror Response:</i>		
B4.5	In the interface for creating or editing pass/fail flag types, the MD CVIEW shall describe each criterion that may be used, or it shall provide a link to information on another page that describes the criteria.	1 2 3
<i>Offeror Response:</i>		
B4.6	The MD CVIEW shall allow authorized users to select criteria to be included in a pass/fail flag type through a screen interface that is consistent with the look and feel of the MD CVIEW.	1 2 3
<i>Offeror Response:</i>		
B4.7	The MD CVIEW shall allow authorized users to set the thresholds or acceptable ranges for each selected criteria to be included in a pass/fail flag type through a screen interface that is consistent with the look and feel of the MD CVIEW.	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
B4.8	<p>The MD CVIEW Pass/Fail flag criteria shall include, at a minimum:</p> <ul style="list-style-type: none"> <li>• Verification that IRP registration is current based on registration issue date, expiration date and status.</li> <li>• Verification that Maryland is a valid operating jurisdiction on apportioned or intrastate registration.</li> <li>• Verification that IFTA status is current.</li> <li>• Notification if carrier is on the list of Motor Carrier Safety Improvement Program (MCSIP) carriers.</li> <li>• Verification that safety score is within a user-defined range (score types include ISS/2, SafeStat and CSA)</li> <li>• Verification that the vehicle OOS rate is within a user-defined range for the last fifteen months.</li> <li>• Indication of whether or not the vehicle is a PRISM target vehicle.</li> <li>• Indication of whether or not the carrier is a PRISM targeted carrier.</li> <li>• Verification that the CSA 7 BASICS are within the state’s configurable acceptable criteria.</li> <li>• Verification of the vehicle’s insurance status and levels.</li> <li>• Verification that the vehicle has the proper permitting for its trip.</li> </ul>	1 2 3
<i>Offeror Response:</i>		
B4.9	<p>The MD CVIEW shall run pass/fail queries based on the identifier provided. For example, given a license plate or VIN shall result in a query of the vehicle and the carrier responsible for its safe operation. Given a USDOT Number, the MD CVIEW shall perform carrier-level queries.</p>	1 2 3
<i>Offeror Response:</i>		
B4.10	<p>The MD CVIEW shall provide a “Hot List” capability to flag specific carriers and/or specific vehicles for enforcement follow-up. This shall include the capability to flag all carriers and/or all vehicles meeting a certain criteria e.g., hazardous materials transporter. The system shall provide at least ten (10) additional placeholders for other hot list criteria that will be identified in the future with law enforcement and other personnel.</p>	1 2 3
<i>Offeror Response:</i>		
<b>B5</b>	<b>MANUAL QUERY</b>	
B5.1	<p>The MD CVIEW shall allow authorized users the ability to configure manual query data views based on user roles.</p>	1 2 3
<i>Offeror Response:</i>		
B5.2	<p>The MD CVIEW shall provide a web-based interface that allows authorized users at the roadside and desktside to query and review up-to-date carrier, vehicle and driver information. Responses to the queries shall be provided to users via the web interface.</p>	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
B5.3	<p>The MD CVIEW shall provide links or tabs to the various query types such that all manual queries as described in these requirements are accessible from a single page in the web interface. The exception shall be for queries described as situations where the authorized user may seek additional information after an initial query.</p>	1 2 3
<i>Offeror Response:</i>		
B5.4	<p>The MD CVIEW shall provide a query for authorized users to look up a carrier by entering any of the following:</p> <ul style="list-style-type: none"> <li>• A USDOT number</li> <li>• License plate number and issuing state (jurisdiction)</li> <li>• VIN or partial VIN (last 6 digits)</li> <li>• Carrier Name</li> <li>• Tax ID Number (TIN)</li> <li>• MC Number</li> <li>• Permit Number</li> </ul> <p>In the case of a carrier name, the MD CVIEW shall be able to auto suggest likely carrier names once the user has begun to enter the carrier name. The user shall be able to select from the range of auto suggested names for the query.</p> <p>The MD CVIEW shall also allow for a “wildcard” search on names, searching on a partial name and providing all carriers with a similar “sounding” name, or whose name includes the partial name. The user shall be able to select from the range of suggested names for the query.</p> <p>Carrier name searches shall include the “Doing Business As” names for a carrier.</p>	1 2 3
<i>Offeror Response:</i>		
B5.5	<p>The MD CVIEW shall automatically identify the USDOT Number of the carrier responsible for the safety of a vehicle when the user enters a license plate or VIN as the identifier. This capability shall exist at deployment.</p>	1 2 3
<i>Offeror Response:</i>		
B5.6	<p>The MD CVIEW shall respond to carrier queries by providing:</p> <ul style="list-style-type: none"> <li>• Carrier name and contact information.</li> <li>• All relevant pass/fail flags, highlighted as either pass or fail as defined in the Pass/Fail Flag Requirements and configured by the State.</li> <li>• Links to view the data used to determine the pass/fail flags</li> <li>• On linked pages containing pass/fail flag data elements, highlight any individual elements that resulted in a fail.</li> <li>• Links to view additional information on the carrier, including carrier demographic data, safety, inspection, credential, permitting, License and Insurance and other data that is available in the MD CVIEW and specific to the carrier.</li> </ul>	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
B5.7	<p>The MD CVIEW shall allow users to “drill-down” to more information about a carrier from a pass/fail flag. The “drill-down” shall provide more detailed information to explain the reason for the pass or fail flag.</p>	1 2 3
<i>Offeror Response:</i>		
B5.8	<p>The MD CVIEW shall provide a query for authorized users to look up the status of a vehicle by entering any of the following:</p> <ul style="list-style-type: none"> <li>• License plate number and issuing state</li> <li>• Vehicle Identification Number (VIN) or partial VIN</li> </ul>	1 2 3
<i>Offeror Response:</i>		
B5.9	<p>The MD CVIEW shall respond to vehicle queries by providing:</p> <ul style="list-style-type: none"> <li>• Carrier name and contact information.</li> <li>• Vehicle cab card and registration information.</li> <li>• All relevant pass/fail flags, highlighted as either pass or fail as defined in the Pass/Fail Flag Requirements and configured by the State.</li> <li>• Links to view the data used to determine the pass/fail flags</li> <li>• On linked pages containing pass/fail flag data elements, highlight any individual elements that resulted in a fail.</li> <li>• Links to view additional information on the vehicle, including vehicle demographic data, safety, inspection, credential, permitting, License and Insurance, PRISM and other state- specific data available in the MD CVIEW.</li> <li>• Notes regarding the vehicle as entered by other authorized MD CVIEW users.</li> </ul>	1 2 3
<i>Offeror Response:</i>		
B5.10	<p>The MD CVIEW shall use the USDOT Number for the carrier responsible for safety of a vehicle for all safety factors. If a USDOT Number for the carrier responsible for safety is not available, the MD CVIEW shall use the licensee’s USDOT Number to determine the applicable safety factors.</p>	1 2 3
<i>Offeror Response:</i>		
B5.11	<p>The MD CVIEW shall use the vehicle’s IRP licensee’s USDOT Number for the licensee for queries on credential factors.</p>	1 2 3
<i>Offeror Response:</i>		
B5.12	<p>The MD CVIEW shall provide a query for authorized users to look up all vehicles and their registration data assigned to a specific IRP account.</p>	1 2 3
<i>Offeror Response:</i>		
B5.13	<p>The MD CVIEW shall respond to queries to look up all vehicles and registration data associated with a specific IRP account by providing the following to the user:</p> <ul style="list-style-type: none"> <li>• Carrier name and contact information.</li> <li>• Each Vehicle’s VIN and registrant contact information.</li> </ul>	1 2 3

Req #	Requirement	Offeror Capability
<i>Offeror Response:</i>		
B5.14	The MD CVIEW shall provide a query for authorized users to look up the federal Out of Service (OOS) status for carriers.	1 2 3
<i>Offeror Response:</i>		
B5.15	The MD CVIEW shall respond to queries for carrier federal OOS status by informing the user whether there is an OOS order for the carrier.	1 2 3
<i>Offeror Response:</i>		
B5.16	The MD CVIEW shall provide a query for authorized users to look up registration record details when queried using: <ul style="list-style-type: none"> <li>• A registrant USDOT Number.</li> <li>• A registrant carrier name.</li> </ul>	1 2 3
<i>Offeror Response:</i>		
B5.17	The MD CVIEW shall respond to queries for carrier registrant information by providing the following to the user: <ul style="list-style-type: none"> <li>• Registrant name and contact information.</li> <li>• Registration details for the carrier, including the USDOT Number of the carrier responsible for safety (when available).</li> </ul>	1 2 3
<i>Offeror Response:</i>		
B5.18	The MD CVIEW shall provide the authorized users a list of Maryland One permits related to any USDOT Number. The list shall be linkable and the user may click any permit to view additional data related to that permit that is stored in the MD CVIEW. Selection of a specific permit will also enable the user to view an image of the full permit, if desired.	1 2 3
<i>Offeror Response:</i>		
B5.19	The MD CVIEW shall provide a query for authorized users to look up permit data when queried using a specific permit number.	1 2 3
<i>Offeror Response:</i>		
B5.20	The MD CVIEW shall provide a query to authorized users to look up driver information when queried using: <ul style="list-style-type: none"> <li>• Driver name and birthdate.</li> <li>• Driver Social Security Number.</li> <li>• Driver license number and issuing state.</li> </ul>	1 2 3
<i>Offeror Response:</i>		

<b>Req #</b>	<b>Requirement</b>	<b>Offeror Capability</b>
B5.21	<p>The MD CVIEW shall respond to driver information queries, through its interface with CDLIS, by providing driver data, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Driver’s license status and classification.</li> <li>• Driver traffic violation history.</li> <li>• Driver endorsements and restrictions.</li> <li>• Driver convictions.</li> </ul> <p><i>Offeror Response:</i></p>	1 2 3
B5.22	<p>The MD CVIEW shall associate the IRP Vehicle Status Code with the vehicle when vehicle status is requested.</p> <p><i>Offeror Response:</i></p>	1 2 3
B5.23	<p>The MD CVIEW shall automatically distinguish interstate and intrastate vehicles and carriers and perform the queries appropriate to interstate or intrastate.</p> <p><i>Offeror Response:</i></p>	1 2 3
B5.24	<p>The MD CVIEW shall provide a pop-up window which notifies the user there are no results that match the search criteria (for queries for which there is no match).</p> <p><i>Offeror Response:</i></p>	1 2 3
B5.25	<p>The MD CVIEW shall perform a vehicle search [by license plate number (with or without jurisdiction), VIN, TIN, or the USDOT #] from any screen in the MD CVIEW.</p> <p><i>Offeror Response:</i></p>	1 2 3
B5.26	<p>The MD CVIEW jurisdiction of the plate value shall default to Maryland if this value is not entered/selected during the query.</p> <p><i>Offeror Response:</i></p>	1 2 3
B5.27	<p>The MD CVIEW shall provide a query of all jurisdictions by the selection of “All.”</p> <p><i>Offeror Response:</i></p>	1 2 3
B5.28	<p>Query results shall display the source of the displayed data.</p> <p><i>Offeror Response:</i></p>	1 2 3
<b>B6</b>	<b>SYSTEM TO SYSTEM QUERIES</b>	
B6.1	<p>The MD CVIEW shall respond to queries from Maryland’s IRP system based on input of USDOT Number or Tax Identification Number (TIN).</p> <p><i>Offeror Response:</i></p>	1 2 3

Req #	Requirement	Offeror Capability
B6.2	<p>The MD CVIEW shall respond to queries from the MIRP system by providing data that supports the PRISM Process in credentialing, including, but not limited to:</p> <ul style="list-style-type: none"> <li>• MCS-150 Step status.</li> <li>• Safety status of the carrier</li> <li>• Federal OOS order by VIN.</li> </ul>	1 2 3
<i>Offeror Response:</i>		
B6.3	<p>The MD CVIEW shall be able to identify the user access privileges when the requesting user is identified as part of an automated query. The MD CVIEW shall respond with data limited to that allowed by the user’s access privileges. For example, an officer with CDLIS authority may receive CDLIS data in the MD CVIEW, while a user without CDLIS authority may not.</p>	1 2 3
<i>Offeror Response:</i>		
B6.4	<p>The MD CVIEW shall have a consistent, defined method to allow future systems to query the MD CVIEW and receive responses.</p>	1 2 3
<i>Offeror Response:</i>		
<b>B7</b>	<b>REPORTING</b>	
B7.1	<p>The MD CVIEW shall be able to generate reports for MD SHA staff to be used for analysis, review, planning and enforcement. TO Contractor shall describe in detail, with examples, in their proposal what will be provided for:</p> <ul style="list-style-type: none"> <li>• Audit report(s) of system activity.</li> <li>• Web based menu of standard reports.</li> <li>• Ad hoc report generation capability for authorized users to create one time or recurring reports to support data quality, program management, and other specialized information needs.</li> </ul>	1 2 3
<i>Offeror Response:</i>		
B7.2	<p>The MD CVIEW shall limit access to different types of reports by user role. Access to each report type shall be configurable for security roles and individual users.</p>	1 2 3
<i>Offeror Response:</i>		
B7.3	<p>The MD CVIEW shall be able to display reports in tabular onscreen display through the web interface.</p>	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
B7.5	<p>The MD CVIEW shall be able to generate standard reports, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Number of pass/fail queries performed by the MD CVIEW by flag type.</li> <li>• Number of passes and fails by flag type determined by the MD CVIEW.</li> <li>• Number of failures, by failure reason, by flag type, determined by the MD CVIEW.</li> </ul> <p>For each of these reports, the MD CVIEW shall allow the user to define the time period for which the data is reported.</p>	1 2 3
<i>Offeror Response:</i>		
B7.6	<p>The MD CVIEW shall be able to generate a report listing all current notes entered by authorized users. The report shall include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Content of the note</li> <li>• Entry date</li> <li>• Expiration date</li> <li>• User who entered the note</li> </ul>	1 2 3
<i>Offeror Response:</i>		
B7.7	<p>The MD CVIEW shall be able to print reports to any printer connected to the user's workstation as directed by the user. Printers include those directly connected to the user workstation and printers available over wireless and Ethernet networks.</p>	1 2 3
<i>Offeror Response:</i>		
B7.8	<p>The MD CVIEW shall allow authorized users to schedule the automated generation of standard reports and allow those reports to be e-mailed to the user.</p>	1 2 3
<i>Offeror Response:</i>		
B7.9	<p>The MD CVIEW shall allow authorized users to export selected data elements in a format that can be imported into Microsoft Excel. The MD CVIEW shall provide an interface to allow authorized users to select the timeframe and data elements to export and identify the location the exported file shall be placed.</p>	1 2 3
<i>Offeror Response:</i>		
B7.10	<p>The MD CVIEW shall allow authorized users to create additional standard ad hoc reports by using an interface to select data elements and criteria for the report.</p>	1 2 3
<i>Offeror Response:</i>		
B7.11	<p>The MD CVIEW shall provide each user with a list of the standard reports that are available to the user.</p>	1 2 3
<i>Offeror Response:</i>		
<b>B8</b>	<b>OFFICER NOTES</b>	



<b>Req #</b>	<b>Requirement</b>	<b>Offeror Capability</b>
B8.1	The MD CVIEW shall allow an authorized user to enter text notes that are tied to specific vehicles or carriers. The user may flag the note with a level of priority. The user shall also be required to enter an expiration date upon which the note shall expire. Expired notes will no longer be displayed. The MD CVIEW shall allow multiple notes associated with a vehicle or carrier.  <i>Offeror Response:</i>	1 2 3
B8.2	The MD CVIEW shall log all notes entered into the MD CVIEW. The log shall include the note, the related carrier or vehicle, the note creation date, expiration data and the authorized user who created the note.  <i>Offeror Response:</i>	1 2 3
B8.3	The MD CVIEW shall allow authorized users to view any notes related to a vehicle or carrier that is being queried.  <i>Offeror Response:</i>	1 2 3
<b>B9</b>	<b>AUDIT TRAILS</b>	
B9.1	The MD CVIEW shall create audit trails of all authorized user login and logout times.  <i>Offeror Response:</i>	1 2 3
B9.2	The MD CVIEW shall create audit trails of any pass/fail flag creation, deletion or change. The trail shall include, but is not limited to: <ul style="list-style-type: none"> <li>• User who made changes</li> <li>• Time of changes</li> <li>• Changes made to pass/fail flags</li> </ul> <i>Offeror Response:</i>	1 2 3
B9.3	The MD CVIEW shall create audit trails of user account activity, including accounts created, deleted, change in roles or suspended. The trail shall include, but is not limited to: <ul style="list-style-type: none"> <li>• User who made account changes</li> <li>• Time of changes</li> <li>• Type of changes made</li> <li>• Reasons for changes</li> </ul> <i>Offeror Response:</i>	1 2 3
B9.4	The MD CVIEW shall create audit trails of all application errors. The trail shall include at a minimum: <ul style="list-style-type: none"> <li>• User that received the error</li> <li>• Description of the error</li> <li>• The component or module of the MD CVIEW where the error occurred</li> <li>• Time of the error</li> </ul> <i>Offeror Response:</i>	1 2 3

<b>Req #</b>	<b>Requirement</b>	<b>Offeror Capability</b>
B9.5	The solution shall keep a log of IP addresses, times and violation types for all attempted security violations, including but not limited to: <ul style="list-style-type: none"> <li>• Denial of Service attacks</li> <li>• Repeated failed log-ins</li> <li>• Attempts to insert malicious code</li> </ul>	1 2 3
<i>Offeror Response:</i>		
<b>B10</b>	<b>SYSTEM SECURITY</b>	
B10.1	The MD CVIEW shall grant access to functionality by roles.	1 2 3
<i>Offeror Response:</i>		
B10.2	The MD CVIEW shall require a unique username and password to be created for each user. Access to the user account shall only be granted to a user that correctly enters the username and password combination.	1 2 3
<i>Offeror Response:</i>		
B10.3	The MD CVIEW shall require each user to enter a unique username and password to access the system.	1 2 3
<i>Offeror Response:</i>		
B10.4	The MD CVIEW shall require authentication from other systems it interfaces with before data can be exchanged.	1 2 3
<i>Offeror Response:</i>		
B10.5	The MD CVIEW shall allow authorized users to create user accounts, including but not limited to assigning usernames and passwords.	1 2 3
<i>Offeror Response:</i>		
B10.6	The MD CVIEW shall have the ability to allow users to reset a forgotten password.	1 2 3
<i>Offeror Response:</i>		
B10.7	The MD CVIEW shall allow users to change their own passwords.	1 2 3
<i>Offeror Response:</i>		
B10.8	The MD CVIEW shall be able to timeout a user after a predetermined period of inactivity. (Inactivity is defined as no interaction with the web interface.)	1 2 3
<i>Offeror Response:</i>		
B10.9	The MD CVIEW shall be able to suspend a user account after a configurable number of failed login attempts.	1 2 3
<i>Offeror Response:</i>		

<b>Req #</b>	<b>Requirement</b>	<b>Offeror Capability</b>
B10.10	<p>The MD CVIEW shall provide security authentication and authorization mechanisms including, but not limited to:</p> <ul style="list-style-type: none"> <li>• An authentication framework that secures both web-based access and web services.</li> <li>• A web service authentication utilizing same authentication scheme but extended for web services.</li> </ul> <p><i>Offeror Response:</i></p>	1 2 3
B10.11	<p>The MD CVIEW shall have the ability to use secure FTP to accommodate file transfers.</p> <p><i>Offeror Response:</i></p>	1 2 3
B10.12	<p>The MD CVIEW shall have the ability for authorized administrative users to invoke a secure and strict password policy including but not limited to passwords that must contain uppercase, lowercase, numbers, and special characters, etc.</p> <p><i>Offeror Response:</i></p>	1 2 3
B10.13	<p>Data exchanges between the MD CVIEW and external systems shall be secure. Data exchanges include responses to manual queries. Secure data exchange protocols include SSL, SFTP and data encryption.</p> <p><i>Offeror Response:</i></p>	1 2 3
B10.14	<p>The MD CVIEW shall allow for single sign-on for all functionality. For example, the MD CVIEW shall have the capability to allow a user to maintain user IDs and password for CDLIS query authority within the MD CVIEW user account. The MD CVIEW user account shall allow MD CVIEW manual queries and CDLIS queries.</p> <p><i>Offeror Response:</i></p>	1 2 3
B10.15	<p>The MD CVIEW shall be secure from unauthorized modification of data and other system entities.</p> <p><i>Offeror Response:</i></p>	1 2 3
<b>B11</b>	<b>BACKUP / DISASTER RECOVERY</b>	
B11.1	<p>The MD CVIEW shall be able to perform “rollback” recovery in order to capture data transactions that did not complete successfully.</p> <p><i>Offeror Response:</i></p>	1 2 3
B11.2	<p>The MD CVIEW shall provide the ability to archive, purge, backup, and restore information for specified time frames.</p> <p><i>Offeror Response:</i></p>	1 2 3
B11.3	<p>The MD CVIEW shall support failover redundancies and swapping of critical solution components and critical data of all solution components.</p> <p><i>Offeror Response:</i></p>	1 2 3

Req #	Requirement	Offeror Capability
B11.4	<p>The MD CVIEW shall perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups, nightly backups and full weekly backups of all volumes of servers.</p> <p><i>Offeror Response:</i></p>	1 2 3
B11.5	<p>The MD CVIEW shall retain daily backups for one month and weekly backups for two years. Daily backups shall be stored off-site.</p> <p><i>Offeror Response:</i></p>	1 2 3
B11.6	<p>The MD CVIEW shall have data archive functionality.</p> <p><i>Offeror Response:</i></p>	1 2 3
<b>B12</b>	<b>USER ROLES</b>	
B12.1	<p>The MD CVIEW shall allow access to functionality through user roles. (Ability to restrict access to specific data elements). The roles shall include, as a minimum:</p> <ol style="list-style-type: none"> <li>1. <b><u>MD CVIEW Administration</u></b> – with the ability to perform administrative functions such as creating all account types, viewing audit trails, performing backups, adding all users and roles.</li> <li>2. <b><u>MD CVIEW Manager</u></b> – with the ability to add, delete and suspend accounts (with the exception of administrative and manager accounts), generate reports, enter notes, create, edit and delete pass/fail flags, configure MD CVIEW parameters and view audit trails.</li> <li>3. <b><u>MD CVIEW User</u></b> – with the ability to perform manual queries, generate reports, enter notes and generate correspondence. <ul style="list-style-type: none"> <li>• Enforcement</li> <li>• Motor Vehicle Administration personnel (IRP and intrastate registration)</li> <li>• Comptroller’s Office personnel (IFTA)</li> <li>• Other State personnel with Motor Carrier responsibilities (e.g., Port, Airport, Department of the Environment, and the Public Service Commission) as may be defined by the system administrator</li> </ul> </li> <li>4. <b><u>MD CVIEW Read Only</u></b> – with the ability to perform manual queries.</li> </ol> <p><i>Offeror Response:</i></p>	1 2 3
B12.2	<p>The MD CVIEW shall allow a user account to be associated with the functionality of more than one role. For example, a single account may be a MD CVIEW Manager and MD CVIEW User.</p> <p><i>Offeror Response:</i></p>	1 2 3
B12.3	<p>The MD CVIEW shall provide authorized users with an interface to manage the access to MD CVIEW functions for existing and new users.</p> <p><i>Offeror Response:</i></p>	1 2 3

<b>Req #</b>	<b>Requirement</b>	<b>Offeror Capability</b>
B12.4	The MD CVIEW shall be capable of the creation of up to 1000 active user accounts.	1 2 3
<i>Offeror Response:</i>		

**C. Vendor Requirements**

<b>Req #</b>	<b>Requirement</b>	<b>Offeror Capability</b>
<b>C1</b>	<b>DATA</b>	
C1.1	The TO Contractor shall perform initial data load from SAFER.	1 2 3
<i>Offeror Response:</i>		
C1.2	The TO Contractor shall perform initial data load from State IRP system (MIRP). There are approximately 24,000 IRP registered vehicles based in Maryland.	1 2 3
<i>Offeror Response:</i>		
C1.3	The TO Contractor shall perform initial data load of Heavy Vehicle Registration data. There are approximately 127,000 heavy vehicles registered	1 2 3
<i>Offeror Response:</i>		
C1.4	The TO Contractor shall perform initial data load of International Fuel Tax Agreement (IFTA) data.	1 2 3
<i>Offeror Response:</i>		
C1.5	The TO Contractor shall perform initial data load of Maryland One (Automated Hauling Permit System) data.	1 2 3
<i>Offeror Response:</i>		
C1.6	The TO Contractor shall be responsible for ensuring that all existing Maryland CVIEW system data is transmitted to and incorporated into the SAFER database.	1 2 3
<i>Offeror Response:</i>		
C1.7	The TO Contractor's disaster recovery approach and environment shall enable restoration of operations from the loss of processing capability within a time limit not to exceed two (2) business days.	1 2 3
<i>Offeror Response:</i>		
C1.8	The TO Contractor shall be able to restore the MD CVIEW after a crash or other catastrophic event, including but not limited to, vandalism and hacking, within two hours of being notified.	1 2 3
<i>Offeror Response:</i>		
<b>C2</b>	<b>SAFER System Interaction</b>	
C2.1	The TO Contractor shall coordinate with Volpe to establish the required data exchange and receive certification for data transactions to and from SAFER and the MD CVIEW.	1 2 3

Req #	Requirement	Offeror Capability
<i>Offeror Response:</i>		
C2.2	The TO Contractor shall provide detailed system and facility security measures for MD CVIEW operation.	1 2 3
<i>Offeror Response:</i>		
C2.3	The TO Contractor shall provide system configuration management for the MD CVIEW.	1 2 3
<i>Offeror Response:</i>		
C2.4	The TO Contractor shall describe in detail what, if any, capabilities they propose for communications, network, hardware, software, applications, and redundancy.	1 2 3
<i>Offeror Response:</i>		
<b>C3</b>	<b>Maryland IFTA Interaction</b>	
The MD CVIEW will be updated with IFTA data from the Maryland IFTA legacy system. See Appendix 12, IFTA Output to CVIEW.		
C3.1	The TO Contractor shall coordinate with the Maryland Comptroller’s office and the vendor ExploreData to establish the required data exchange with the IFTA system.	1 2 3
<i>Offeror Response:</i>		
C3.2	The TO Contractor shall work with the Maryland Comptroller’s Office and the vendor ExploreData to facilitate providing of the MD CVIEW updated IFTA data described by the SAFER Transaction Set T0019 (International Fuel Tax Agreement). The MD CVIEW shall retrieve the IFTA data on a configurable frequency that can be configured at least nightly.  The TO Contractor shall work with the Maryland Comptroller’s Office and the vendor ExploreData to establish data extract formats.	1 2 3
<i>Offeror Response:</i>		
C3.3	The TO Contractor shall coordinate with the Maryland Comptroller’s office and the vendor ExploreData to develop, test, and maintain the interface between CVIEW and the IFTA system as related to both CVISN and PRISM functionality.	1 2 3
<i>Offeror Response:</i>		
<b>C4</b>	<b>Intrastate Registration Interaction</b>	
C4.1	The TO Contractor shall coordinate with the Motor Vehicle Administration (MVA) to establish the required data exchange with the State Heavy Vehicle Registration System.	1 2 3
<i>Offeror Response:</i>		
<b>C5</b>	<b>Maryland IRP Interaction</b>	
The MD CVIEW will be updated with IRP data from the MIRP system. The MD CVIEW will provide data to the MIRP system for PRISM enforcement.		

<b>Req #</b>	<b>Requirement</b>	<b>Offeror Capability</b>
C5.1	The TO Contractor shall work with the MIRP data extract formats. If required, TO Contractor shall reformat IRP data records from MIRP into the format acceptable for upload to SAFER for the Transaction Sets: IRP Account (T0020); IRP Fleet (T0021); and IRP Registration – Cab Card (T0022V3). The MD CVIEW shall retrieve the IRP data on a configurable frequency and at a minimum of every 24 hours.	1 2 3
<i>Offeror Response:</i>		
C5.2	The TO Contractor shall coordinate with the MIRP to develop, test, and maintain the interface between CVIEW and the MIRP system as related to both CVISN and PRISM functionality.	1 2 3
<i>Offeror Response:</i>		
<b>C6</b>	<b>Maryland Permitting Interaction</b>	
The MD CVIEW will retrieve and store information on permits issued by the Maryland One (Automated Hauling Permit System). These include oversize/overweight permits.		
C6.1	The TO Contractor shall coordinate with the Maryland One (Automated Hauling Permit System) to establish the required data exchange.	1 2 3
<i>Offeror Response:</i>		
<b>C7</b>	<b>REPORTING</b>	
C7.1	The TO Contractor shall generate standard transaction reports on a daily basis that indicate data output and exchange with other systems as scheduled. This data will be reported monthly, via email, to the MD SHA designee no later than the 5 <sup>th</sup> business day of the month following the prior month's end. The transaction reports include, but are not limited to: <ul style="list-style-type: none"> <li>• Transaction sets output or exchanged.</li> <li>• Date/Time of output or exchange.</li> <li>• Number of records successfully output or exchanged.</li> <li>• Data output error/failure information.</li> <li>• Corrective actions taken to address any data errors/failures.</li> <li>• Location of output or exchanged data.</li> </ul> MD SHA may change the report frequency to bi-weekly upon request to TO Contractor. Any major data errors/issues shall be reported to MD SHA the next business day following the day TO Contractor became aware of the errors/issues.	1 2 3
<i>Offeror Response:</i>		
C7.2	The TO Contractor shall meet with MD SHA staff prior to installation to identify additional standard reports not identified in these requirements and add them to the MD CVIEW standard reports.	1 2 3
<i>Offeror Response:</i>		
<b>C8</b>	<b>MD CVIEW SUPPORT</b>	

<b>Req #</b>	<b>Requirement</b>	<b>Offeror Capability</b>
C8.1	The TO Contractor shall provide support services as contained in Section 2.3.10 Maintenance, Hosting and Operational Support Services. <i>Offeror Response:</i>	1 2 3
C8.2	The TO Contractor shall provide, maintain, and support all hardware, software, and communications facilities necessary for the operation of the MD CVIEW. <i>Offeror Response:</i>	1 2 3
C8.3	The TO Contractor shall, after State approval, maintain all commercial off the shelf software at release levels supported by the product manufacturer. <i>Offeror Response:</i>	1 2 3
C8.4	The TO Contractor shall maintain a version no more than twelve months old of the following in escrow for the State of Maryland: <ul style="list-style-type: none"> <li>• A compiled executable copy of MD CVIEW source code</li> <li>• System utilities</li> <li>• Web interface</li> <li>• Other data required for full operation and successful data exchange of the MD CVIEW</li> </ul> Should the TO Contractor stop supporting the MD CVIEW, the above shall be turned over to the State of Maryland at no additional cost. <i>Offeror Response:</i>	1 2 3
C8.5	The TO Contractor shall ensure that all MD CVIEW interfaces are maintained in working order, including maintenance and updates to stay compatible and interoperable with the most recent federal CVISN requirements and the systems with which it interfaces. <i>Offeror Response:</i>	1 2 3
C8.6	The TO Contractor shall provide two weeks advanced written notice for all scheduled maintenance. <i>Offeror Response:</i>	1 2 3
C8.7	The TO Contractor shall provide system administrator services (user account management) for MD CVIEW users. <i>Offeror Response:</i>	1 2 3
<b>C9</b>	<b>MD CVIEW TRAINING</b>	
C9.1	The TO Contractor shall develop a training schedule to be approved by MD SHA. Training shall cover all user groups and be conducted at State facilities. Training shall be provided to 15 CVISN user staff on the daily use of the system in conjunction with the MD CVIEW deployment. Training may be required to take place outside normal business hours to accommodate work schedules. <i>Offeror Response:</i>	1 2 3



Req #	Requirement	Offeror Capability
C9.2	The TO Contractor shall produce all training materials and shall provide a performance-based training program. "Performance based" means that each trainee will have to demonstrate satisfactory system proficiency.	1 2 3
<i>Offeror Response:</i>		
C9.3	The TO Contractor shall provide hard copies of training materials to all attendees of training sessions, and reproducible electronic copies to MD SHA.	1 2 3
<i>Offeror Response:</i>		
C9.4	The TO Contractor shall provide ongoing training when the system changes in ways that impact user interaction or functionality with the MD CVIEW. Ongoing training after initial training may be done through "webinar" or recorded training.	1 2 3
<i>Offeror Response:</i>		
C9.5	The TO Contractor shall provide a user manual that documents how to use all functionality of the system in electronic format. The manual shall be in sections such that it can be reproduced in whole or in part for different user types. The user manual shall be kept up to date by the TO Contractor to be current with MD CVIEW upgrades, changes and new functionality.	1 2 3
<i>Offeror Response:</i>		
C9.6	<p>The Contractor shall provide a Systems Administration Manual and corresponding training materials, documenting:</p> <ul style="list-style-type: none"> <li>• The configuration and topology of hardware and software</li> <li>• Program functions and operations</li> <li>• Database structure and data dictionary</li> <li>• Any maintenance measures that should be taken and the schedule on which they should occur</li> </ul> <p>The Systems Administration Manual should be appropriate to the role of MD SHA. The TO Contractor shall keep the Manual updated to be current with the most recent changes and upgrades to the MD CVIEW.</p>	1 2 3
<i>Offeror Response:</i>		
<b>C10</b>	<b>MD CVIEW DOCUMENTATION</b>	
C10.1	<p>The TO Contractor shall make available for review a copy from an existing implementation of their system:</p> <ul style="list-style-type: none"> <li>• User Documentation</li> <li>• System Administrator Documentation – this shall include application setup, application and user account setup, administration, and routine maintenance.</li> </ul>	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
C10.2	<p>The TO Contractor shall provide monthly status reports and conduct semi-monthly conference calls throughout the design and implementation stages of the MD CVIEW. The monthly reports shall describe:</p> <ul style="list-style-type: none"> <li>• The status of implementation</li> <li>• Current schedule compared to proposed schedule and any mitigation efforts.</li> <li>• Any foreseen issues that may cause a delay or challenge</li> <li>• Anything needed from MD SHA or other participating Maryland entities</li> </ul>	1 2 3
<i>Offeror Response:</i>		
C10.3	<p>The TO Contractor shall deliver quarterly reports on the operation of the MD CVIEW. These shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• issues and their resolutions during the quarter, including a summary of MD CVIEW downtime</li> <li>• changes or upgrades made to the MD CVIEW during the quarter</li> <li>• future potential opportunities and challenges</li> <li>• anticipated changes in federal systems that may impact the MD CVIEW</li> <li>• unresolved issues</li> <li>• a description of additional functionality that can be incorporated into the MD CVIEW</li> </ul>	1 2 3
<i>Offeror Response:</i>		
C10.4	<p>The TO Contractor shall provide a design document that describes the design of the MD CVIEW. It shall include network and data flow diagrams, a data dictionary and data schema. The design document shall also include an Interface Control Document for all interfaces between the MD CVIEW and other federal and state systems. The ICD will include for each interface:</p> <ul style="list-style-type: none"> <li>• interface type</li> <li>• contents of data elements passed</li> <li>• optional or mandatory nature of data</li> <li>• direction of data flows</li> <li>• data element names in MD CVIEW and in interfacing systems</li> <li>• format and size of data</li> <li>• format and data size translations that occur</li> <li>• data quality rules to be enforced on the data</li> </ul>	1 2 3
<i>Offeror Response:</i>		

<b>Req #</b>	<b>Requirement</b>	<b>Offeror Capability</b>
C10.5	<p>All changes to the MD CVIEW proposed by the TO Contractor shall be reviewed by the MDOT and SHA. The TO Contractor shall provide a change request for each proposed change that includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• impact of the change on the MD CVIEW</li> <li>• cost of change</li> <li>• testing requirements of change</li> <li>• the size and complexity of the change</li> <li>• analysis of alternatives, including “do nothing,” “attempt a different change” and do the change as proposed</li> <li>• risks associated with each alternative</li> <li>• schedule of proposed change and the impact on other elements of the MD CVIEW implementation or operation</li> </ul> <p>Proposed changes will not occur until a change request is submitted and approved by the MDOT and SHA.</p>	1 2 3
<i>Offeror Response:</i>		
C10.6	<p>The TO Contractor shall maintain and update the design document to represent the MD CVIEW as-built once the system is implemented and operating. The as-built design will include tracking of all changes that have been made to the system.</p>	1 2 3
<i>Offeror Response:</i>		
C10.7	<p>The TO Contractor shall provide a disaster recovery plan.</p>	1 2 3
<i>Offeror Response:</i>		

**D. Testing Requirements**

<b>Req #</b>	<b>Requirement</b>	<b>Offeror Capability</b>
<b>D11</b>	<b>TESTING</b>	
D11.1	<p>The TO Contractor shall provide the following test plans and conduct the associated testing. The TO Contractor shall provide an Integration Test Plan to test the Maryland-Specific integration and functions, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Pilot Test Plan</li> <li>• User acceptance test plan</li> <li>• System test plan</li> <li>• Integration test plan</li> </ul> <p>The user acceptance testing plan shall contain tests for each requirement and a process for verifying that all testable requirements will be met. Each test shall describe a test that can be conducted at MD SHA and define success/failure of the requirement being tested. The acceptance test plan shall directly tie each test to the requirement(s) being tested.</p>	1 2 3
<i>Offeror Response:</i>		

D11.2	The TO Contractor shall support testing with MD SHA staff such as the TO Manager, the CVISN Program Manager, and the CVISN System Architect, as well as other State personnel that may be requested, at the State’s sole discretion, to witness and signoff on the acceptance tests. The TO Contractor shall provide written Acceptance Test results within one week of completing testing. All Test Results documentation must be approved before MD SHA grants Final System Acceptance. The approved and installed Base Hosted CVIEW service is assumed to work as a stand-alone tool and as such the primary server that provides the service will not need to be tested at the unit level.	1 2 3
<i>Offeror Response:</i>		
D11.3	TO Contractor shall provide a method for MD SHA and/or its representative to document all deficiencies identified during testing as contained in the Integration Test Plan. Acceptance testing may take place in two phases: Base and complete MD CVIEW. Final System Acceptance will not be granted until all deficiencies have been resolved.	1 2 3
<i>Offeror Response:</i>		
D11.4	The TO Contractor shall conduct a Load / Stress Test of the CVIEW service and provide a report of the results. This test should include the simulated use of the database by at least 100 concurrent users performing at least two concurrent database queries. It shall include the use of the application (during this test) by at least five State personnel. These personnel shall review application access, GUI load, database queries, and general access to application information and data viewed to be within acceptable and reasonable response times.	1 2 3
<i>Offeror Response:</i>		
D11.5	The TO Contractor shall provide fully operational Base Hosted CVIEW service and conduct two-week pilot test. This pilot test shall include the vendor’s commercial version of CVIEW with fully populated Maryland legacy data. If there are any major system failures during the two-week pilot test, as determined by the TO Manager, the test period may be restarted at the State’s sole discretion. If the pilot test shall be restarted more than two times, the State, at its discretion, may terminate the contract.	1 2 3
<i>Offeror Response:</i>		
D11.6	The TO Contractor shall provide weekly report of CVIEW performance during the pilot test. Report to include system availability, usage, problems reported, and problem resolutions. Final report acceptance by the TO Manager that CVIEW service performed satisfactorily. If the weekly report is deemed to be unsatisfactory or incomplete, the contractor shall rectify such report and make an updated version available within five business days.	1 2 3
<i>Offeror Response:</i>		

## **Appendix 7. Maryland ONE Output to CVIEW**

- A. The TO Contractor shall confirm and update the output from the Maryland Automated Hauling Permits System (Maryland One, Maryland SHA, Motor Carrier Division) to CVIEW as part of its transition process. The output file is currently an ASCII text file that contains data relevant to Maryland One changes that occurred on transactions made during normal business hours.
- B. An automated data exchange mechanism thrice daily (9AM, 1PM, 5PM) needs to be agreed to, either ASCII output or a webservices query.
- C. The TO Contractor shall confirm the exact format of the record for each vehicle as part of implementation activities. The exact format of the extracted data (relevant fields and information that need to be displayed in CVIEW and available to law enforcement) shall be confirmed as part of implementation between the Motor Carrier Division and the TO Contractor.

### **List of fields in Maryland One (Automated Hauling Permits System)**

1. Permittee Info
  - Permit type
  - Permit Number
  - Date/Time Issued
  - Effective From Date
  - Effective To date
  - Permittee name
  - Address, city, state, zip
  - DOT number
2. Loading Info
  - Load description
  - Serial number/make model
  - Power unit (truck)
  - License, state
  - load weight

Vehicle 2 (trailer) [note all vehicles will have same data available (license, state; # of axles; weight per axle)]

Vehicle 3 (jeep / stinger)

Vehicle 4 (jeep / stinger)

Load weight Gross weight

3. WEIGHT Info

- GVW (all weight available in lbs and kg)
- Total Axles
- Power Unit type
- Trailer type
- Escort (y or n)
- Overall Length, Width, Height in feet and inches (ex 13'6")

4. ROUTE Info

- To
- From
- Via

5. Restrictions Info

- Special Restrictions

## Appendix 8. Maryland Heavy Vehicle Registration System to CVIEW

This is the output from the Maryland Vehicle Registration system of intrastate heavy vehicles to CVIEW. This process is currently being run once a week.

### CVIEN RECORD

DATA	STARTING COLUMN	SIZE
VIN	1	19
TAG NUMBER	20	07
TITLE NUMBER	27	08
UNIT NUMBER	35	09
VEHICLE MAKE	44	04
VEHICLE YEAR	48	04
GROSS VEHICLE WEIGHT	52	05
GROSS COMBINED WEIGHT	57	05
EXCEPTION CODE	62	03
INSURANCE DATE	65	08
REGISTRATION EXPIRATION DATE	73	08
GENERAL FLAG	81	01
VEIP FLAG	82	01
STOLEN FLAG	83	01
VEHICLE OWNER NAME	84	35
VEHICLE CO OWNER NAME	119	35
OWNER STREET ADDRESS	154	30
OWNER CITY	184	20
OWNER COUNTY	204	03
OWNER STATE	207	02
OWNER ZIP	209	05

**Appendix 9. SAFER Interface Control Document**

See separate Attachment.



**Appendix 10. FMCSA PRISM System Specifications**

See separate Attachment.

**Appendix 11. Maryland International Registration Plan (MIRP) Output  
to CVIEW**

The Maryland International Registration Plan (MIRP) output to CVIEW will follow the SAFER ICD T0020, T0021, and T0022 schema files.

Please refer to Section 12.3.3 Schemas of Appendix 9 – SAFER ICD (Separate Attachment).

**Appendix 12. International Fuel Tax Agreement (IFTA) Output to  
CVIEW**

The International Fuel Tax Agreement (IFTA) output to CVIEW will follow the SAFER ICD T0019 schema file.

Please refer to Section 12.3.3 Schemas of Appendix 9 – SAFER ICD (Separate Attachment).