



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

System Maintenance & Support

CATS+ TORFP #J00B3400077

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

ISSUE DATE: July 22, 2013

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services Plus (CATS+) Task Order Request for Proposals (TORFP) J00B3400077 is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal shall submit a Master Contractor Feedback form. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP NAME:	System Maintenance & Support
FUNCTIONAL AREA:	Systems Facility Management and Maintenance (SFMM) Functional Area 6
TORFP ISSUE DATE:	07/22/2013
Closing Date and Time:	Monday, August 26, 2013 at 2:00 PM EST
TORFP Issuing Office:	Maryland Department of Transportation (MDOT) Maryland Motor Vehicle Administration (MVA) Technical Systems Services (TSS)
Questions and Proposals are to be sent to:	TO Procurement Officer: Joy Abrams Office phone: 410-865-1133 Email: jabrams@mdot.state.md.us
TO Procurement Officer	Joy Abrams Office Phone: 410-865-1133 Office Fax: 410-865-1388
TO Manager:	Michelle Pytko Office Phone: 410-768-7629 Fax: 410-761-1545
Project Number:	J00B3400077
TO Type:	Time and Materials
Period of Performance:	January 1, 2014 – April 21, 2018
MBE Goal:	30 % with no sub-goals
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	Maryland Motor Vehicle Administration 6601 Ritchie Highway N.E. Glen Burnie, MD 21062
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Desk space, networked PC with software, and phone for business use.
TO Pre-Proposal Conference:	No Pre-Proposal will be conducted

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement (TOA) scope issues, and for authorizing any changes to the TOA.

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

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TOA, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal shall be submitted via e-mail, not to exceed 8 MB, as two (2) attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J00B3400077. The first file shall be the TO Proposal technical response to this TORFP and titled, "CATS+ TORFP #J00B3400077 Technical". The second file shall be the financial response to this CATS+ TORFP and titled, "CATS+ TORFP #J00B3400077 Financial". The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible. No forms shall be altered:

- Attachment 1 – Price Proposal
- Attachment 2 – Minority Business Enterprise (MBE) Forms A and B
- Attachment 4 - Conflict of Interest Affidavit and Disclosure
- Attachment 5 – Labor Classification Personnel Resume Summary
- Attachment 6 – Non-Disclosure Agreement (Offeror)
- Attachment 12 – Privacy Protection Policy Affidavit
- Attachment 13 – Small Business Affidavit
- Attachment 16 – Certification Regarding Investments in Iran

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff may be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations shall become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The TO Manager will notify Master Contractor of the time and place of oral presentations. Face to face interviews preferred, but TO Manager can authorize telephonic interviews if necessary.

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 6601 Ritchie Highway, Glen Burnie, MD 21062. Offerors who review such documentation shall be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 6. Please contact the TO Manager of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents shall be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 7.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27 (C) of the CATS+ Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TOA amount.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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 CATS+ task orders (TO). This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 8 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.10 IRANIAN NON-INVESTMENT

All proposals shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 16 of this TORFP.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The Maryland Department of Transportation (MDOT), on behalf of the Motor Vehicle Administration (MVA) is issuing this CATS+ TORFP to obtain seven (7) resources to provide system support and maintenance for server and web based Applications from one Master Contractor.

The TO Contractor shall propose the labor categories necessary to meet the needs described in this TORFP. The MVA shall award this task order to one Master Contractor that can propose a team of resources to best satisfy the Task Order requirements. Selection for award shall be based on the proposal that presents the best value to the MVA and the State.

2.2 REQUESTING AGENCY INFORMATION

The Maryland Department of Transportation's MVA Headquarters is located at 6601 Ritchie Highway, Glen Burnie, MD 21062. The MVA is a business unit of MDOT and is responsible for the issuance of motor vehicle titles, tags, identification cards and licenses as well as providing information to other agencies. The MVA is focusing its approach on effective and efficient delivery of government services through the implementation of Managing for Results, which is a management approach that focuses on results as well as processes.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

- TO Procurement Officer – MDOT representative responsible for managing the TO solicitation and award process, change order process, and resolution of TOA scope issues. Note: TO Procurement Officer is responsible for all change orders that affect the overall TORFP. For example contract extension and / or additional funds to be added to the TORFP.
- TO Manager – MVA representative responsible for managing the day to day activities of the TO including the direct supervision of the on-site TO Contractor personnel. The TO Manager will also be responsible for preparing the TO solicitation, review and approval of proposed change orders regarding the deliverables without additional cost, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting TO Contractor personnel performance.
- TO Contractor Key Management Personnel – Representative of the TO Contractor who oversee their personnel assigned under this TO. This representative will be the point of contact for managing and correcting any disputes related to this TO. This representative will also be responsible for the preparation and submittal of invoices by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

The objective of this TORFP is to acquire a team of qualified resources with the skills and expertise to help support and maintain critical server and web-based applications. Currently, the work is performed by MVA staff and contractors at the Maryland MVA Headquarters in Glen Burnie, Maryland, but may also require travel to other MVA locations at 24 remote sites, 12 county offices and 19 Vehicle Emissions Inspection Program (VEIP) stations throughout the State of Maryland. See Attachment 10, 10A and 10B for location addresses. The Master Contractor shall support MVA users at any location listed in Attachment 10, 10A and 10B.

There **may** be a 30-day transition period in which the new TO Contractor shall work with the incumbent TO Contractor and MVA staff. This period shall allow the new TO Contractor to become familiar with the MVA server environments so that no interruptions of the support processes occur during the change over from the incumbent TO Contractor to the new TO Contractor. Prior to the new TO Contractor's start of the System Maintenance & Support contract, the TO Contractor shall become familiar with all applications, the MVA help desk processes using the Maximo service desk application, the MVA production support processes and the MVA staff that perform these functions.

Help desk tickets are defined as being either Service Requests (i.e. software installs or other services that do not need to be addressed immediately) or break/fix (something is broken and needs to be fixed in a shorter timeframe). Tickets shall be resolved according to the SLA defined in Section 2.6.4 of this TORFP. Service requests performed on computers that serve the public shall be done after hours to avoid negatively impacting customer service.

After the transition, the new TO Contractor shall manage the System Maintenance & Support processes. Also, TO Contractor shall produce/perform all requirements identified in this TORFP in section 2.6, ensure that MVA Service Level Agreements for response times are met and participate in a transition to the MVA or new TO Contractor at the end of this Task Order.

Applications supported by this TORFP include, but are not limited to the following:

Driver License System (DLS) is the system used for the issuance of driver licenses and Identification (ID) cards. The system interacts with agencies such as the Social Security Administration and the American Association of Motor Vehicle Administrations (AAMVA), as well as applications such as the National Driver Registry (NDR), Problem Driver Points System (PDPS), Commercial Driver License Information System (CDLIS), and Voter Registration. The system services all Maryland driver license holders, new drivers, and out-of-state and out-of-country drivers converting to a Maryland Driver's License or people requiring ID cards. Therefore the system must have maintenance and support for optimal efficiency.

The DLS is a client server application. The GUI is developed in Visual Basic 6 and .net framework 3.5 and the data is stored in Microsoft SQL 2005. Access to the software and hardware is controlled by Windows Active Directory Group membership and Group Policies. The backbone hardware infrastructure consists of 55 HP Blade's, HP XP12000 SAN and several HP ML370 Servers currently running Microsoft Windows 2003 Server. There are 5 distinct versions of the DLS Workstations which are Closeout, Skill, Law, MTC and CSR that have different peripherals attached which consist of any of the following: Hypercom Signature Pad, Receipt Printer, Xerox Scanner, MMF Cash Drawer, 3M M150 touch screen monitor, Viisage camera and Honeywell barcode scanner. Each workstation is configured to communicate to networked card printers and LaserJet printer.

The **Document Image Workflow System (DIWS)** application allows for the capture and retrieval of title, registration, administrative adjudication, insurance, accounting and medical advisory documents and includes two major workflow applications. The system allows all MVA offices and certain external organizations to retrieve document images efficiently. The DIWS system was implemented to streamline the efficiency of processes, including the elimination of paper document storage. It runs on two Clustered Dell Servers with Microsoft Windows Server 2003 Enterprise Edition, SP2. The database is Oracle 11g Enterprise Edition Release 11.1.0.7.0 (64 bit) on two clustered servers. The core of the DIWS application is Highview document imaging and workflow system. A full image of the application is created and installed on each workstation, currently running Windows XP. Another component of DIWS is the Web Retrieval Service (WRS), which is primarily used by all the MVA Branch Offices for retrieving documents, research in insurance compliance, Business Licenses, and Ignition Interlock. Recently, the Office of Administrative Hearings transmits electronic images to the DIWS system using WRS. The DIWS system uses Veritas NetBackup software for its Backup Solution and stores the backups on a LTO2 200/400GB media device.

Automated Compulsory Insurance System (ACIS) is for the processing of insurance cancellations reported by insurance companies, collecting fines associated with lapse of insurance. The system interacts with the MVA mainframe to flag records for non-compliance and the Maryland Central Collection Unit for collection of delinquent accounts. The system is comprised of Windows 2003 and SQL 2005 servers that support the following applications: ACIS Primary and Backup application and database, CTI application, download and transaction server, EDI/FTP transaction server, Interactive Voice Response (IVR) application, e-FR-19 processing through the Web and credit card authorization.

The **Accounts Receivable System (ARS)** is used to track receivables for revenue related to bad checks, insurance compliance, direct access sale of records, miscellaneous receivables and referrals to the Maryland Central Collection Unit (CCU). This central ARS is accessible by all MVA personnel. The ARS system automates the implementation and removal of flags to prevent additional MVA transactions for non-compliance; permit automated referral of delinquent accounts to CCU; improve reconciliation of receivable referrals to CCU; and interfaces with the Point of Sale cashiering system to permit real time updates of receivables upon receipt of payment. The system is comprised of Windows 2003 Server and SQL 2005 Primary and Backup server.

Recon is a seamless automated reconciliation process that uses an off-the-shelf software application, referred to as RECON-Plus for Windows version 7.5 developed by Check-free Corporation, now owned by FISERVE, running on Windows 2003 Server with SQL 2000 and crystal reports. The system retrieves data from multiple sources and will import data, perform the actual reconciliation and generate reports.

Remittance Processing (RP) involves the handling of payments received with the pre-printed renewal notice that the customer has received and returned. The payment processing for vehicle registration renewals, driver license renewals and payment of Administrative Flag Fees are currently automated using Remittance Processing equipment, with the vast majority being registration renewals. The MVA renews in excess of 1.8 million vehicle registrations annually. Approximately 1.0 million renewals are mailed in to the MVA and are processed entirely through the remittance processing system. Renewal data on the pre-printed notice is read by the Unisys or Opex transports and input by operators and is transferred to the IBM mainframe computer daily to generate registration cards and stickers for the mail-in customers. Payment data read by the Unisys or Opex transports and input by operators is also transferred to the IBM mainframe daily to update the central database and financial systems. The transports will read renewal data and payment information, as well as capture scanned images of the renewal format and payment. A similar process is utilized by driver license renewals and payment of Administrative Flag Fee's, however driver license renewals also pass images of the renewal notice and payment to POS. The system is comprised of Windows 2003 servers, the DCs act as application servers, 2 Queue Servers, 2 Unisys transports each with an image server running on XP Professional, and 2 Opex transports with a conversion station running on XP Professional.

MVA Security Project - The MVA security solution consists of a Windows 2003 Server with the Schlage SMS configuration and management application. There are three parts that operate independently of each other:

1. The Access Control System (Schlage access control card reader system) operates in conjunction with the access control server already installed at the Glen Burnie site, but is able to operate in a stand-alone condition if the network connection is disrupted between the server and control panel.
2. The digital video recorders (Pelco and IQInvision closed circuit television system cameras with Integral Digital Video Recorder) have a common software-viewing platform that allows the cameras to be viewed from any PC located on the MVA network. The software allows the viewing capability of live video as well as playback of recorded video.
3. The burglar alarm system (Ademco Vista Alarm Control panel/Panic System) includes a reporting capability to a central station monitoring service. Reporting is be done primarily from POTS lines, and backed up by a cellular reporting device, in case of a telephone line failure.

2.5 PROFESSIONAL DEVELOPMENT

Computer technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by the MVA or anticipated to be implemented by the MVA in the near future. With the TO Manager's prior written approval, the time allocated to these continuing education classes for staff deployed to the MVA may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall include, but is not limited to, the following:

A. Recurring Daily / Weekly / Monthly Duties

1. Monitor performance of physical and virtual HP or Dell servers, server clusters, and databases (SQL and Oracle) to proactively identify and fix potential issues and optimize the configuration.
2. Verify system backups are complete and not corrupted.
3. Perform backups of all application data on a daily/weekly/monthly basis, including tape changes and cleaning tape drives.
4. Add, change or delete user groups and accounts including network, internet, share drive, and application access.
5. Provide customer service by answering user questions and providing guidance on system operation.
6. Troubleshoot and fix hardware and software issues.
7. Schedule functions such as scheduling backups and deploying software.
8. Setup and maintenance of automatic aging, archiving processes, and file imports from various sources.
9. Use automated tools to monitor operating systems to ensure they are optimally configured and make adjustments as necessary.
10. Use automated tools to monitor performance of physical and virtual servers and server clusters to proactively identify and fix potential issues and optimize the configuration.
11. Use automated tools to monitor integrity of the systems and perform preventive maintenance and tuning of all servers and peripheral hardware.
12. Monitor available RAID on systems and optical jukebox space to proactively identify and fix potential issues and optimize the configuration.
13. Submit Service Requests (SR's) and/or Change Requests (CR's) for any new work to be done in any development, test or production environment.
14. Create or respond to Service Requests (SR's) and/or Change Requests (CR's) to fix any problems identified in a development, test or production environment within the SLA defined in this TORFP.
15. Coordinate with vendors to address warranty-related issues with hardware/software. The TO Contractor shall handle problems until resolved. The TO Contractor may work with several vendors to resolve issues.
16. Coordinate system outage communications with MVA Business Units for system revisions, power outages, software upgrades and fixes.
17. Configure application software to meet business requirements.
18. Test and install software patches, hotfixes, service packs and upgrades on servers to ensure client application compatibility of upgrades with existing system configuration prior to upgrade.

19. Research, evaluate and recommend new technologies to meet changing business needs.
20. Document problems with software and hardware in Maximo Service Desk application including service-related requests such as software/hardware installations or other non-emergency requests.
21. Perform exception processing including identifying, reporting and documenting any system problems. Perform analysis to determine if the problem is user or system error.
22. Reboot servers as necessary to correct performance issues.
23. Monitor load on each of the servers and make recommendations for upgrades as necessary.
24. Perform component calibration including monitor and adjust component configuration with documented values.
25. Perform standard Windows server domain administration including, but not limited to, creating, maintaining, deleting user accounts, group directories, and applying security and group policies.
26. Analyze and correct issues found as a result of Microsoft vulnerability scans.
27. Install, configure, upgrade physical and virtual managed servers and workstations.
28. Convert physical servers to virtual server as needed.
29. Evaluate and recommend hardware and software upgrades.
30. Test the restore process from system backups on a quarterly basis.
31. Modify the scheduling features within Windows Server Update Service to deploy Microsoft's monthly patches for the DLS application.
32. Configure Windows 2003/2008 local policy settings on servers and workstations.
33. Install, configure and update HP's Modular SAN arrays using HP array configuration utility.
34. Configure and troubleshoot HP's UPS 2200 with an extended battery module.
35. Setup an executable as a service.
36. Create scripts using VS 2008/2010 to deploy files to servers and workstations.
37. Use Active Directory to configure administrative templates.
38. Use Active Directory to create GPOs for security lockdowns.
39. Use Active Directory to create GPOs for installation of software.
40. Monitor performance and size of SQL databases to proactively identify and fix potential issues and optimize the configuration.
41. Develop adhoc queries and views in application databases.
42. Perform database reorganization, extent (space) management, and rebuild indexes based on evaluation of daily database monitoring.
43. Develop and support new databases in response to new business requirements.
44. Rebuild database if corruption occurs.
45. Design, install, configure, and modify Microsoft SQL Server 2005, 2008 and 2012 Enterprise Edition databases.
46. Backup, restore and move databases as dictated by business needs.
47. Set up replication, database mirroring, database mail, database alerts and SQL agent jobs.
48. Provide solutions to implement high availability of SQL Server databases.
49. Upgrade databases to a higher version of SQL Server.
50. Maintain the integrity and security of databases, including defining who can use the database, determining who is restricted from accessing one or more areas, setting up and removing users as well as performing database auditing tasks.
51. Program databases using stored procedures, views, user-defined functions and create packages using SQL Server Integration Services (SSIS).
52. Maintain appropriate and up to date documentation regarding the various databases and environments.
53. Work with technical and non-technical staff to gather user requirements and develop scalable databases to meet those requirements.
54. Create a Disaster Recovery plan and test this plan annually.
55. Test database backups every six months to ensure data is retrievable.
56. Provide weekly status reports that should contain the following (at a minimum):

- Date submitted
 - TO title and number
 - Agency name and contact information (TO Manager)
 - TO Contractor name and contact information
 - Dates of work performance period
 - Recurring and non-recurring tasks completed during the period
 - Total number of Service Requests and Change Requests completed during the period
 - Hours per task and total hours
 - Outstanding risks and issues and their resolution status
57. Complete test plans and document results for new applications and changes made to existing applications.
 58. Complete inventory paperwork when equipment is moved or replaced.
 59. Travel to various MVA locations, county offices and VEIP stations as required to perform above tasks.
- B. Non-Recurring Duties
1. Participate in initial knowledge transfer from incumbent TO Contractor at beginning of this TORFP and to new TO Contractor at the end of this TORFP.
 2. Provide support for implementing system changes due to legislative mandates.

2.6.2 WORK HOURS

- A. The TO Contractor's assigned personnel shall work an eight-hour day (08:00 a.m. to 04:30 p.m. with a 30 minute lunch break), Monday through Friday except for State holidays. Once assigned, and personnel have demonstrated an understanding of the MVA infrastructure, they shall also be required to participate in a rotating on-call schedule, providing non-business hours support. Typically, personnel are required to be on-call 24 hours a day for a seven-day period, one week out of every four to five weeks.
- B. Services may also involve evening and/or weekend hours performing planned system upgrades. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- C. Request for leave, including vacation leave, shall be submitted to the TO Manager or designated supervisor at least two weeks in advance, except in emergency situations. The TO Manager reserves the right to request a temporary replacement if leave extends longer than three consecutive days. In cases where there is insufficient coverage, leave may be denied.
- D. In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the TO Contractor personnel shall be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details. In addition to the Service Reduction Days and Furlough Days, the TO Contractor may also be requested to restrict the number of hours the TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

2.6.3 TRAVEL

The TO Contractor's proposed personnel shall be expected to travel when necessary and shall be required to have reliable transportation in order to respond to service calls as required. The MVA will not reimburse TO Contractor for travel expenses. Travel expenses shall be inclusive in the hourly rate of proposed personnel. The MVA cannot estimate nor project the total number of service calls that will require travel throughout the duration of contract.

2.6.4 SERVICE LEVEL AGREEMENT

The Maryland MVA Service Level Agreement (SLA) provides a timeframe for contacting the customer to acknowledge receipt of the ticket, troubleshooting and resolving tickets based on the service level assigned in the chart below. All notes pertaining to the problem shall be documented in the Maximo Service Desk application to the satisfaction of the TO Manager or designated supervisor.

Service Levels	Phone Response	On-Site Response	Response Availability	Applicable Applications
5 - Critical	15 minutes	2 hours	Mon-Fri, 8 AM-5PM; Sat 8 AM-1PM	DLS, Taris, CTM, eStore/kiosks, Law Test, CCU, DIWS, OAH, PICS
4 - High	30 minutes	4 hours	Mon-Fri, 8 AM-5PM; Sat 8 AM-1PM	Toughbooks, RP, Security
3 - Normal	1 hour	24 hours	Mon-Fri, 8 AM-5PM; Sat 8 AM-1PM	Office Staff
2 - Low	4 hours	7 days	Mon-Fri, 8 AM-5PM; Sat 8 AM-1PM	
1 - Planning	8 hours	30 days	Mon-Fri, 8 AM-5PM; Sat 8 AM-1PM	

*Within the next 2 years, the DLS Laser Jets will have a 2-hour response time.

2.6.5 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 9.

2.6.6 PERFORMANCE PROBLEM MITIGATION

In the event the agency is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows:

- The TO Manager will notify the TO Contractor and MDOT Contract Management Office in writing describing the problem and delineating remediation requirements;
- The TO Contractor shall have three (3) business days to respond with a written Remediation Plan;
- The Remediation Plan shall be implemented immediately upon acceptance by the TO Manager;
- Should performance issues persist, the TO Manager will notify MDOT CMO; and
- MDOT CMO will give written notice to the TO Contractor to request immediate removal, or substitution of the individual whose performance is at issue.

2.6.7 SUBSTITUTION OF PERSONNEL

The substitution of personnel shall comply with Section 2.9.6 of the CATS+ Master Contract

2.6.8 BACKUP/DISASTER RECOVERY

The TO Contractor shall perform backups of the Web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers. Daily backups shall be retained for one month, and weekly backups shall be retained for two years at a location provided by the MVA. Daily backups will be stored off-site by the TO Contractor.

2.6.9 HARDWARE, SOFTWARE, AND MATERIALS

The TO Contractor shall not be responsible for acquiring any hardware, software, or materials.

2.7 DELIVERABLES/ACCEPTANCE CRITERIA

2.7.1 DELIVERABLE SUBMISSION PROCESS

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

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents shall demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but shall:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable's content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. Present information that is relevant to the Section of the deliverable being discussed.
- E. Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 14). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 15). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities.

Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format

A written deliverable defined as a final document shall satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as

poor grammar, misspellings or incorrect punctuation, and shall:

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

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

ID	Deliverable	Acceptance Criteria	Due Date/Frequency
(A)	Status/Time Reporting	Report shall include all information identified in Section 2.6.1 and electronically submitted in Word format to TO Manager or designee on a weekly basis.	Weekly
(B)	Weekly Report	Report shall be received beginning of each week and it should include all maintenance and repair work performed during the previous week, with an explanation for those tickets that did not meet the SLA, are included in an Excel file and electronically submitted to the TO Manager.(See 2.6.1.A.56)	Weekly
(C)	Disaster Recovery Plan	TO Contractor shall be responsible for Disaster Recovery Plan to be submitted within sixty (60) days from NTP to the TO Manager, and on annual basis conduct a test incorporating this plan.	1) Sixty (60) days from NTP 2) Annually
(D)	Database Backups Tests	TO Contractor shall conduct tests on all database backups every six (6) months to ensure data is retrievable; starting from the NTP and continuing every six month henceforth.	Every six months

2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

TO Contractor shall propose appropriate labor categories for the required resources needed. The MVA is looking for five (5) resources for system administration tasks and two (2) resources to perform database administration tasks. Attachment 5 shall clearly outline starting dates (month & year) and ending dates (month & year) for each applicable experience of skills. The proposed team of resources is required to meet

all of the following minimum qualifications collectively. Five (5) years of experience within the past seven (7) years in the skill categories below:

System Administration

1. Windows Server 2000/2003/2008
2. Windows 2008 Core Operating System
3. Microsoft System Center Operations Management software
4. HP Data Protector
5. Microsoft Active Directory
6. Ghost and PXE Boot
7. Windows 2003/2008 local policy settings
8. Dynamic Host Configuration Protocol
9. Microsoft Hyper-V
10. VMWare
11. GPO management
12. Distributed File Systems
13. Storage Area Networks
14. LAN Desk
15. BT Diamond
16. DLT and LTO tape library technologies
17. Disk-to-disk backup technologies
18. Microsoft Cluster Services
19. Virtual Desktop Infrastructure (VDI)
20. Windows XP and Windows 7 Operating Systems

Database Administration

21. MS SQL Server 2005 and 2008 Enterprise Editions
22. Transact SQL (T-SQL)
23. SQL Server Integration Services (SSIS)

NOTE: TO Contractor shall only provide one Attachment 5 – Labor Classification Personnel Resume Summary for each required resource requested.

2.10 TO CONTRACTOR EXPERTISE REQUIRED

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

2.11 INVOICE SUBMISSION

Invoices shall be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Invoices for O&M work should be submitted within the first 5 business days of each month for the work performed in the previous month.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and shall be submitted to the TO Manager for payment approval.

2.11.1 INVOICE FORMAT

- A. A proper invoice shall identify MVA, labor category, resource names, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of

contact with telephone number. Payment of invoices will be withheld if any required documentation is not submitted including without limitation Acceptance of Deliverable Form - Attachment 14.

- B. The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to MVA at the following address:

MVA - Accounts Payable
6601 Ritchie Highway, N.E.
Glen Burnie, MD 21062

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

2.11.2 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 10th day of each month. The TO Contractor shall provide a completed MBE Participation form to MVA at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form. Subcontractor reporting shall be sent directly from the subcontractor to MVA. MVA will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

All MBE reporting information shall be sent to the MBE Compliance Officer located at the following address:

Maryland Motor Vehicle Administration
Office of Procurement and Contracts
Attn: MBE Compliance Manager
Room 223
6601 Ritchie Highway, N.E.
Glen Burnie, MD 21062

2.12 PREMISES AND OPERATIONAL SECURITY

Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MVA from recognized Law Enforcement Agencies, including the FBI. The TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor. MVA reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MVA determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MVA reserves the right to perform additional background checks on TO Contractor and subcontractor employees.

Further, the TO Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees to be accompanied while in secured premises.

The TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.

The TO Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract.

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 resulting Contract.

The TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.

The cost of complying with all security requirements specified herein shall be 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.

NOTE: Awarded TO Contractor shall submit notarized affidavit (Attachment 11) prior to the commencement of work; stating that a CJIS background has been conducted on all resources selected to work on this TORFP.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

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

3.2.1 The technical portion of the TO Proposal shall include:

A. Proposed Services

1. Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
2. Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

B. Proposed Personnel

1. Documentation certifying that all proposed personnel meets the minimum required qualifications and possesses the required certifications in Section 2.9.
2. Provide Attachment 5 – Labor Classification Personnel Resume Summary.
3. Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

C. MBE Participation

Submit completed MBE documents Attachment 2 - Forms A and B.

D. Subcontractors

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

E. Master Contractor and Subcontractor Experience and Capabilities

1. Master Contractor's experience and capabilities rendering services similar to those included in the TORFP and as outlined in Section 2.
2. Provide at least three (3) examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided must include a reference complete with the following:
 - a. Name of organization.
 - b. Name, title, and telephone number of point-of-contact for the reference.
 - c. Type and duration of contract(s) supporting the reference MM/YY to MM/YY.

- d. The services provided scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e. Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
3. TO Contractor and Subcontractors to provide at least three (3) references (not including past State Experience) from its customers who are capable of documenting:
- a. The Master Contractor's ability to manage projects of comparable size and complexity.
 - b. Each client reference must be from a client of which at least one should be a document imaging system and must include the following information:
 - Name of client organization
 - Name, title, and telephone number of Point of Contact for client organization
 - Value, type, and duration of contract(s) supporting client organization
 - c. The services provided scope of the contract, objectives satisfied.
4. State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
- a. The State contracting entity,
 - b. A brief description of the services/goods provided,
 - c. The dollar value of the contract,
 - d. The term of the contract, MM/YY to MM/YY
 - e. Whether the contract was terminated prior to the specified original contract termination date,
 - f. Whether any available renewal option was not exercised,
 - g. The State employee contact person (name, title, telephone number and e-mail address).

Note: State of Maryland experience can be included as part of Section 3 above as project or contract experience. State of Maryland experience is neither required nor gives more weight in proposal evaluations.

F. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

G. Confidentiality

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

H. Privacy Protection Affidavit (Attachment 12)

3.2.2 The financial response of the TO Proposal shall include:

- A. A description of any assumptions on which the Master Contractor's Financial Proposal is

based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).

B. Completed Financial Proposal - Attachment 1

The Master Contractor shall indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are fully loaded and not to exceed the rates defined in the Master Contract. This document should be sent as a separate file in Word or .PDF and should not be included with other documents or attachments. All pricing shall be valid for 120 days. Forms shall not be altered.

SECCION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

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

- Examples of performance on proposed personnel (refer to Section 3.2.1.E.2.)
- Personnel experience required in Section 3.2.1.B.
- Master Contractor and Subcontractor's references and State of Maryland past experience (refer to Section 3.2.1.E 3 & 4)
- The quality and completeness of the Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- Master Contractor and Subcontractor's capabilities and experience (refer to Section 3.2.1.E.1)

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications. Contractor must provide the current name and number to set up interviews and must be available within a reasonable time frame.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering both technical and financial submission shall be selected for the work assignment.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor) (Attachment 7), Criminal Background Check Affidavit (Attachment 11), a Purchase Order, and by a Notice to Proceed authorized by the TO Manager.

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS+ TORFP #J00B3400077 LABOR CATEGORIES

TO Contractor are to propose the labor category for each resource that is appropriate to the requirements of the TORFP. The rate shall be an “all inclusive” fully-loaded rate including labor, transportation, traveling, and any administrative overhead. The total numbers of hours are not to be construed as “guaranteed” hours; the total number of hours is an estimate only.

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS+ TORFP Price
TO Term 1: January 1, 2014 – April 21, 2014 (Year 1 Master Contract rates apply here)			
Resource #1 Name / Labor Category**	\$	2080	\$
Resource #2 Name / Labor Category**	\$	2080	\$
Resource #3 Name / Labor Category**	\$	2080	\$
Resource #4 Name / Labor Category**	\$	2080	\$
Resource #5 Name / Labor Category**	\$	2080	\$
Resource #6 Name / Labor Category**	\$	2080	\$
Resource #7 Name / Labor Category**	\$	2080	\$
Total TO Term 1:			
TO Term 2: April 22, 2014 – April 21, 2015 (Year 2 Master Contract rates apply here)			
Resource #1 Name / Labor Category**	\$	2080	\$
Resource #2 Name / Labor Category**	\$	2080	\$
Resource #3 Name / Labor Category**	\$	2080	\$
Resource #4 Name / Labor Category**	\$	2080	\$
Resource #5 Name / Labor Category**	\$	2080	\$
Resource #6 Name / Labor Category**	\$	2080	\$
Resource #7 Name / Labor Category**	\$	2080	\$
Total TO Term 2:			
TO Term 3: April 22, 2015 – April 21, 2016 (Year 3 Master Contract rates apply here)			
Resource #1 Name / Labor Category**	\$	2080	\$
Resource #2 Name / Labor Category**	\$	2080	\$
Resource #3 Name / Labor Category**	\$	2080	\$
Resource #4 Name / Labor Category**	\$	2080	\$
Resource #5 Name / Labor Category**	\$	2080	\$
Resource #6 Name / Labor Category**	\$	2080	\$
Resource #7 Name / Labor Category**	\$	2080	\$
Total TO Term 3:			

TO Term 4: April 22, 2016 – April 21, 2017 (Year 4 Master Contract rates apply here)			
Resource #1 Name / Labor Category**	\$	2080	\$
Resource #2 Name / Labor Category**	\$	2080	\$
Resource #3 Name / Labor Category**	\$	2080	\$
Resource #4 Name / Labor Category**	\$	2080	\$
Resource #5 Name / Labor Category**	\$	2080	\$
Resource #6 Name / Labor Category**	\$	2080	\$
Resource #7 Name / Labor Category**	\$	2080	\$
Total TO Term 4			
TO Term 5: April 22, 2017 – April 21, 2018 (Year 5 Master Contract rates apply here)			
Resource #1 Name / Labor Category**	\$	2080	\$
Resource #2 Name / Labor Category**	\$	2080	\$
Resource #3 Name / Labor Category**	\$	2080	\$
Resource #4 Name / Labor Category**	\$	2080	\$
Resource #5 Name / Labor Category**	\$	2080	\$
Resource #6 Name / Labor Category**	\$	2080	\$
Resource #7 Name / Labor Category**	\$	2080	\$
Total TO Term 5			
Total Evaluated Price			\$

**MUST INCLUDE THE LABOR CATEGORY YOU ARE PROPOSING

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower, and must include all direct and indirect costs including all travel costs and profit for the Master Contractor to perform under the TOA. All prices valid for 120 days. This for, shall not be altered in anyway.

SUBMIT WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MDOT MBE FORM D-1

STATE-FUNDED CONTRACTS CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT PAGE 1 OF 2

This affidavit must be included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this affidavit as required, the bid shall be deemed not responsive or the proposal not susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. _____, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

I have met the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent (_____ %) and the following subgoals, if applicable:
_____ percent (_____ %) for African American-owned MBE firms
_____ percent (_____ %) for Hispanic American-owned MBE firms
_____ percent (_____ %) for Asian American-owned MBE firms
_____ percent (_____ %) for Women-owned MBE firms

I agree that these percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), will be performed by certified MBE firms as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form D-2 (State-Funded Contracts).

OR

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit a written waiver request and all required documentation in accordance with COMAR 21.11.03.11. For a partial waiver request, I agree that certified MBE firms will be used to accomplish the percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form D-2 (State-Funded Contracts).

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving such notice:
(a) Outreach Efforts Compliance Statement (MDOT MBE Form D-3 - State-Funded Contracts);
(b) Subcontractor Project Participation Statement (MDOT MBE Form D-2 - State-Funded Contracts);
(c) MBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and
(d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/offeror's susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

I acknowledge that if I fail to return each completed document (in 2 (a) through (d)) within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award or that the proposal is not susceptible of being selected for award.

**ATTACHMENT 2 – MDOT MBE FORM D-1
STATE-FUNDED CONTRACTS
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 2 OF 2**

3. Information Provided to MBE firms

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

4. Products and Services Provided by MBE firms

I hereby affirm that the MBEs are only providing those products and services for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**ATTACHMENT 2 – MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE**

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

PAGE 1 OF 3

***** STOP *****

FORM INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at www.mdot.state.md.us to determine if a firm is certified for the appropriate North American Industry Classification System (“NAICS”) Code and the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals.
2. In order to be counted for purposes of achieving the MBE participation goals, the firm must be certified for that specific NAICS (“MBE” for State-funded projects designation after NAICS Code). **WARNING:** If the firm’s NAICS Code is in graduated status, such services/products will not be counted for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the first step in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The second step is to determine whether a firm’s Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals.
4. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email at mbe@mdot.state.md.us.
5. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.

**ATTACHMENT 2 – MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE**

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 2 OF 3

6. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals:**
- A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
 - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C only if the MBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no MBE participation credit will be given for the supply of these products.
 - C. For purposes of achieving the MBE participation goal, you may count only the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.
 - D. Is the firm certified as a manufacturer (refer to the firm's NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
 - E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the MBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the MBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.

**ATTACHMENT 2 – MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE**

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 3 OF 3

7. For each MBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the MBE participation goals**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

Example: \$ 2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%

8. **WARNING:** The percentage of MBE participation, computed using the percentage amounts in Column 3 for all of the MBE firms listed in Part 2, MUST at least equal the MBE participation goal **and** subgoals (if applicable) as set forth in MDOT MBE Form A – State-Funded Contracts for this solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the Goal/Subgoal Worksheet shown below to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and subgoals (if any).

GOAL/SUBGOAL WORKSHEET	
Total African American Firm Participation (Add percentages listed for African American-Owned Firms in Column 3 of MBE Participation Schedule)	(A) _____%
Total Hispanic American Firm Participation (Add percentages listed for Hispanic American-Owned Firms in Column 3 of MBE Participation Schedule)	(B) _____%
Total Asian American Firm Participation (Add percentages listed for Asian American-Owned Firms in Column 3 of MBE Participation Schedule)	(C) _____%
Total Women-Owned Firm Participation (Add percentages listed for Women-Owned Firms in Column 3 of MBE Participation Schedule)	(D) _____%
Total for all other MBE Firms (Add percentages for firms listed as Other MBE Classification in Column 3 of the MBE Participation Schedule)	(E) _____%
Total MBE Firm Participation (Add percentages listed for all MBE Firms in Column 3 of MBE Participation Schedule)	(F) _____%
The percentage amount in Box F should be equal to the sum of the percentage amounts in Boxes A through E.	

**ATTACHMENT 2 – MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE**

PART 2 – MBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

PAGE ___ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form D-1 – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal and subgoals set forth in Form D-1.
NAME OF MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>	3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS). <hr/> % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS). <hr/> % Total percentage of Supplies/Products x 60% (60% Rule) <hr/> % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)

Please check if Continuation Sheets are attached.

**ATTACHMENT 2 – MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE
CONTINUATION SHEET**

PAGE ___ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form D-1 – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form D-1.
NAME OF MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>	3.1. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</u> <div style="background-color: #cccccc; padding: 2px; display: inline-block;"> _____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) </div> 3.2 <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</u> _____ % Total percentage of Supplies/Products x _____ 60% (60% Rule) <div style="background-color: #cccccc; padding: 2px; display: inline-block;"> _____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) </div>

Please check if Continuation Sheets are attached.

**ATTACHMENT 2 – MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE**

PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL
AS DIRECTED IN THE INVITATION TO BID/ REQUEST FOR PROPOSALS.**

I hereby affirm that I have reviewed the Products and Services Description (specific product that a firm is certified to provide or areas of work that a firm is certified to perform) set forth in the MDOT MBE Directory for each of the MBE firms listed in Part 2 of this MBE Form D-2 for purposes of achieving the MBE participation goals and subgoals that were identified in the MBE Form A that I submitted with this solicitation, and that the MBE firms listed are only performing those products/services/areas of work for which they are certified. I also hereby affirm that I have read and understand the form instructions set forth in Part 1 of this MBE Form D-2.

The undersigned Prime Contractor hereby certifies and agrees that they have 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 or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or 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 or proposal.

I solemnly affirm under the penalties of perjury that the contents of Parts 2 and 3 of MDOT MBE Form D-2 are true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**ATTACHMENT 2 – MDOT MBE FORM D-3
STATE-FUNDED CONTRACTS
OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the offer/proposal submitted in response to Solicitation No. _____, I state the following:

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MBE firms:

4. Please Check One:

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MBE firms to fulfill or seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

5. Please Check One:

- Bidder/Offeror did attend the pre-bid/pre-proposal meeting/conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal meeting/conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**ATTACHMENT 2 – MDOT MBE FORM D-4
STATE-FUNDED CONTRACTS
MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT**

IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD OR THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD. SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED IN THE MBE PARTICIPATION SCHEDULE. BIDDERS/OFFERORS ARE HIGHLY ENCOURAGED TO SUBMIT FORM D PRIOR TO THE TEN (10) DAY DEADLINE.

Provided that _____ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. _____, such Prime Contractor will enter into a subcontract with _____ (Subcontractor’s Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ (if subcontractor previously listed is also the MBE firm, please restate name and provide MBE Certification Number) which will receive at least \$_____ or ____% (Total Subcontract Amount/ Percentage) for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

I solemnly affirm under the penalties of perjury that the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of my knowledge, information and belief. I acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes.

PRIME CONTRACTOR	SUBCONTRACTOR (SECOND-TIER)	SUBCONTRACTOR (THIRD-TIER)
Signature of Representative: _____	Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____	Printed Name and Title: _____	Printed Name and Title: _____
Firm’s Name: _____	Firm’s Name: _____	Firm’s Name: _____
Federal Identification Number: _____	Federal Identification Number: _____	Federal Identification Number: _____
Address: _____	Address: _____	Address: _____
Telephone: _____	Telephone: _____	Telephone: _____
Date: _____	Date: _____	Date: _____

IF MBE FIRM IS A THIRD-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE MBE FIRM.

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

3. Time for Performance.

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

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 the total amount \$_____ of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

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

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

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

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

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Motor Vehicle Administration

By: Thomas P. Hickey,
Director of Procurement, MDOT

Date

Witness: _____

ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure

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

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

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

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

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is required at the time of the interview.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 6 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20____, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP #J00B3400077 for System Maintenance & Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information referenced above, OFFEROR agrees as follows:

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

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____, 20____, by and between the State of Maryland ("the State"), acting by and through its Motor Vehicle Administration (the "Department"), and _____ ("TO Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for System Support & Maintenance TORFP No. J00B3400077 dated _____, (the "TORFP") issued under the Consulting and Technical Services Plus procurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

Contractor/Contractor's Personnel:

Motor Vehicle Administration:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 8 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ master contract. Requirements for TO management can be found in the CATS+ master contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the **Checklist Due Date** below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to contractoversight@doit.state.md.us with the TO number in the subject line.

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	

D) Was the substitute approved by the agency in writing?

Yes No (If no, explain why) _____

Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)
%

B) Are MBE reports D-5 and D-6 submitted monthly?

Yes No (If no, explain why) _____

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)
%

(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))

D) Is this consistent with the planned MBE percentage at this stage of the project?

Yes No (If no, explain why) _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes No

(If yes, explain the circumstances and any planned corrective actions)

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

Yes No Sections for change description, justification, and sign-off

Yes No Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes No A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes No

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 9 – PERFORMANCE EVALUATION

DATE:

CATS TORFP PROJECT NUMBER:

EVALUATION PERIOD: (Dates)

TO MANAGER: _____

Evaluation Criteria	<u>Rating (Last Quarter)</u>	<u>Rating (This Quarter)</u>	<u>Mediation Required (Yes or No)</u>
All tasks for this reporting period were completed.			
Accuracy of work completed			
Lateness / Punctuality			
Overall satisfaction with Contractor Performance this period.			
Invoices delivered in timely fashion			
Accuracy of Invoices submitted			

Rating

- 3. Exceeded the customer expectation
- 2. Met the customers expectation
- 1. Did not meet the customers expectation

Customer will provide input on any area that did not meet the customer expectation.

ATTACHMENT 10 – MVA BRANCH LOCATIONS

Annapolis 160 Harry S. Truman Parkway Annapolis, MD 21401	Glenmont Express 12335 C & D Georgia Avenue Silver Spring, MD 20906
Baltimore City 5425 Reisterstown Road Baltimore, MD 21215	Hagerstown 18306 Col. Henry K. Douglas Drive Hagerstown, MD 21740
Beltsville 11760 Baltimore Avenue Beltsville, MD 20705	Largo 10251 Central Avenue Upper Marlboro, MD 20772
Bel Air 501 MacPhail Road Bel Air, MD 21014	Loveville 27351 Point Lookout Road Leonardtown, MD 20650
Columbia Express 6490 Dobbin Road South Columbia, MD 21045	Oakland 400 Weber Road Oakland, MD 21550
Cumberland 13300 Winchester RD, SW Cumberland, MD 21502	Prince Frederick 200 Duke Street Prince Frederick, MD 20678
Easton 9148 Centerville Road Easton, MD 21601	Salisbury 251 Tilghman Rd. Salisbury, MD 21804
Elkton 105 Chesapeake Blvd, Suite A Elkton, MD 21921	Loch Raven/Parkville, Express 8966 Waltham Woods Rd. Parkville, MD 21234
Essex 1338A Eastern Blvd. Baltimore, MD 21221	Waldorf 11 Industrial Park Drive Waldorf, MD 20602
Frederick 1601 Bowman Farm Rd. Frederick, MD 21701	Walnut Hill Express 16516 South Westland Dr. Gaithersburg, MD 20877
Gaithersburg 15 Metropolitan Grove Rd. Gaithersburg, MD 20878	Westminster 1106 Baltimore Blvd. Westminster, MD 21157
Glen Burnie 6601 Ritchie Highway, N.E. Glen Burnie, MD 21062	White Oak 2131 Industrial Parkway Silver Spring, MD 20904

ATTACHMENT 10A –COUNTY OFFICE LOCATIONS

Calvert County Courthouse Main Street, Room 109d Prince Frederick, MD 20678	Kent County Courthouse Box 245 Chestertown, MD 21620
Caroline County Courthouse Main Street, Room 107 Denton, MD 21629	Queen Anne's County 107 North Liberty Street Centreville, MD 21617
Charles Co. Courthouse, Treasurers Office Charles Street Room 148 LaPlata, MD 20646	St. Mary's County Washington Street, Route 245 Leonardtown, MD 20650
College Park, Municipal Center 4500 Knox Road College Park, MD 20740	Somerset County Courthouse Prince William Street Princess Anne, MD 21853
Dorchester County Office Building 501 Court Lane, Room 102 Cambridge, MD 21613	Worcester County Courthouse Room 110 Snow Hill, MD 21862
Frederick Co. Treasurer's Office Winchester Hall, Room 172 Frederick, MD 21701	Worcester County 13070 St Martin's Neck Road Bishopville, MD 21813

ATTACHMENT 10B –VEIP LOCATIONS

Anne Arundel County, North 721 Ordnance Road Baltimore, MD 21226	Frederick County 1506 Tilco Drive Frederick, MD 21701
Anne Arundel County, South 189 Defense Highway Annapolis, MD 21401	Harford County 1631 Robin Circle Hickory, MD 21050
Baltimore City, East 5900 Erdman Avenue Baltimore, MD 21205	Howard County 6340 Woodside Court Columbia, MD 21048
Baltimore City, West 1411 S. Edgewood St. Baltimore, MD 21227	Montgomery County, Central 15910 Cheiftain Avenue Derwood, MD 20855
Baltimore County 11510 Cronridge Drive Owings Mills, MD 21117	Montgomery County, East 2121 Industrial Parkway White Oak, MD 20904
Calvert County 1035 Theater Drive Prince Frederick, MD 20678	Montgomery County, West 7407 Lindberg Drive Gaithersburg, MD 20879
Carroll County 50 Aileron Court Westminster, MD 21157	Prince George's County, North 7401 Jefferson Avenue Landover, MD 20785
Cecil County 1644 Pulaski Highway Elkton, MD 21921	Prince George's County, South 7213 Old Alexandria Ferry Rd. Clinton, MD 20735
Charles County 28 Henry Ford Circle Waldorf, MD 20601	Queen Anne's County 230 Hess Road Grasonville, MD 21638
Washington County 12100 Insurance Way Hagerstown, MD 21740	

ATTACHMENT 11 – CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

- A. I hereby affirm that _____ (Contractor) _____ has complied with Section 2.12, Security Requirements of Contract Number J00B3400077.

- B. I hereby affirm that the _____ (Contractor) _____ has provided _____ (Agency) _____ with a summary of the security clearance results for all of the candidates that will be working on contract J00B3400077 _____ (Title and Number) _____ and all of these candidates have successfully passed all of the background checks required under Section 2.12 of Contract Number J00B3400077. Contractor 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 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.

Master Contractor

Typed Name

Signature

Date

ATTACHMENT 12 – PRIVACY PROTECTION POLICY AFFIDAVIT

In consideration of receiving personal information contained in Motor Vehicle Administration records, I HEREBY CERTIFY on behalf of _____ as its authorized agent this _____ day of _____, 20_____, that

1. _____ understands that federal laws affect access to and use of computer information including, but not limited to, 15 U.S.C.A. § 278g-3 (Computer Security Act of 1987); 23 U.S.C.A. § 401 (National Driver Register Act); 5 U.S.C.A. § 552 (Freedom of Information Act); 5 U.S.C.A. § 552a (Privacy Act of 1974); 18 U.S.C.A. § 1001 (Computer Fraud and Abuse Act of 1986); 17 U.S.C.A. § 109 (Computer Software Rental Amendments Act of 1990); 15 U.S.C.A. § 1681 (Fair Credit Reporting Act); and, 18 U.S.C.A. §§ 2721 et seq. (Driver's Privacy Protection Act of 1994).
2. The Maryland Department of Transportation Office of Information Resources, its client agencies and their customers also adhere to state data processing security policies as set forth in Executive Order 01.01.1983.18 (Privacy and State Data System Security); Md. Code Ann., Crim. Law §8-606 (falsification of public records) and §7-302 (unauthorized access); Md. Code. Ann., State Gov't §§ 10-611, 10-616 and 10-626 (Maryland Public Information Act); Md. Code Ann. Transp. II §§ 12-111 to 12-113 (Motor Vehicle Administration Records); and, as published by the Secretary of the Department of Budget and Management from time to time under Md. Code Ann., State Fin. & Proc. § 3-403.
3. _____ and all employees agree to maintain in strictest confidence and not willfully disclose to any person, firm, or corporation information obtained as a result of their access to personal information from Motor Vehicle Records.
4. By signing this agreement, _____ warrants that the signator and all personnel are familiar with all provisions of the federal Driver Privacy Protection Act of 1994, 18 U.S.C.A. §§ 2721 et seq., and with §§ 10-611, 10-616, 10-626 of the State Government Article and §§ 12-111 through 12-113 of the Transportation Article, Annotated Code of Maryland, which limit access to personal information from public records in Maryland. Further, _____, in behalf of itself, its successors and assigns further agrees that all users will abide by the terms of both the federal and state law including, but not limited to, those restricting access to personal information from Motor Vehicle Administration records only to those persons and for those purposes which are permitted under both laws.
5. _____ agrees to keep a record for five (5) years of all persons to whom information is redisclosed under this Agreement, and the purpose for which the information is to be used; and, to make that record available to the Motor Vehicle Administration upon request.
6. _____ shall be liable for, and shall indemnify, defend, and hold the Motor Vehicle Administration harmless for, any misuse or misappropriation of any personal information in a record obtained from the Administration in connection with this agreement.
7. _____ shall further indemnify the Motor Vehicle Administration for and against any and all losses, damages, judgments, liabilities or similar costs and expenses which arise in whole or part out of acts or omissions by _____ with respect to laws

restricting access to and disclosure of vehicle records including, without limitation, reasonable attorneys fees and all other costs of defending against such action or claim.

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

Maryland Department of Transportation
Motor Vehicle Administration

Witness:

By: _____

Date: _____

Title: _____

Date: _____

Witness:

TO Contractor

By: _____

Date: _____

Date: _____

Approved as to form and legal sufficiency:

Date: _____

Assistant Attorney General

ATTACHMENT 13 – SMALL BUSINESS AFFIDAVIT
Maryland Department of Transportation
SMALL BUSINESS CONTRACT AFFIDAVIT

***** PROVIDING FALSE INFORMATION *****

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

***** FAILURE TO MEET MINIMUM QUALIFICATIONS *****

Any Bidder or potential bidder failing to meet the minimum qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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.

SMALL BUSINESS QUALIFICATION NUMBER	
Date of Most Recent Qualification by DGS	
Today's Date:	
BY: Signature (Authorized Representative and Affidavit)	

ATTACHMENT 15 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Motor Vehicle Administration
TORFP Title: System Maintenance Support
TO Manager: Michelle Pytko (410-768-7629)

To:

The following deliverable, as required by TO Agreement #J00B3400077, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 16 – CERTIFICATION REGARDING INVESTMENTS IN IRAN

CERTIFICATION REGARDING INVESTMENTS IN IRAN

1. The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:
 - (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
 - (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

Date: _____

EXHIBIT A

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

**Printed Name and Address
of Employee or Agent**

Signature

Date

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