

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

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

CATS+ TORFP #J02B4400035



**MARYLAND DEPARTMENT OF
TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**

Issue Date: January 21, 2015

TABLE OF CONTENTS

KEY INFORMATION SUMMARY SHEET	5
SECTION 1 - ADMINISTRATIVE INFORMATION	6
1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT	6
1.2 ROLES AND RESPONSIBILITIES	6
1.3 TO AGREEMENT	7
1.4 TO PROPOSAL SUBMISSIONS	7
1.5 ORAL PRESENTATIONS/INTERVIEWS	7
1.6 QUESTIONS	7
1.7 TO PRE-PROPOSAL CONFERENCE	7
1.8 CONFLICT OF INTEREST	8
1.9 LIMITATION OF LIABILITY	8
1.10 CHANGE ORDERS	8
1.11 TRAVEL REIMBURSEMENT	8
1.12 MINORITY BUSINESS ENTERPRISE (MBE)	8
1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)	8
1.14 NON-DISCLOSURE AGREEMENT	9
1.15 LIVING WAGE	9
1.16 IRANIAN NON-INVESTMENT	9
1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES	9
1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY	9
1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS	9
SECTION 2 - SCOPE OF WORK	11
2.1 PURPOSE	11
2.2 REQUESTING AGENCY BACKGROUND	11
2.3 EXISTING SYSTEM DESCRIPTION	12
2.4 PROFESSIONAL DEVELOPMENT	14
2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES	14
2.6 REQUIREMENTS	14
2.7 SERVICE LEVEL AGREEMENT (SLA)	22
2.8 BACKUP / DISASTER RECOVERY	23
2.9 PERFORMANCE AND PERSONNEL	23
2.10 DELIVERABLES	25
2.11 MINIMUM QUALIFICATIONS	30
2.12 RETAINAGE	31
2.13 INVOICING	31
2.14 WORK ORDER PROCESS	33
SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	35
3.1 REQUIRED RESPONSE	35
3.2 SUBMISSION	35
3.3 SUMMARY OF ATTACHMENTS	35

3.4	PROPOSAL FORMAT	36
SECTION 4 - TASK ORDER AWARD PROCESS.....		41
4.1	OVERVIEW	41
4.2	TO PROPOSAL EVALUATION CRITERIA.....	41
4.3	SELECTION PROCEDURES.....	41
4.4	COMMENCEMENT OF WORK UNDER A TO AGREEMENT	42
LIST OF ATTACHMENTS		43
ATTACHMENT 1 - A PRICE SHEET		44
ATTACHMENT 1 – B PRICE SHEET		46
ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS.....		48
ATTACHMENT 3 TASK ORDER AGREEMENT.....		72
ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE		75
ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)		76
ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY		77
ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED).....		78
ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS.....		79
ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE).....		81
ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM		82
ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM		83
ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)		84
ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)		85
EXHIBIT A		85
ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST		88
ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT		90
ATTACHMENT 14 MERCURY AFFIDAVIT		91
ATTACHMENT 15 STATE OF MARYLAND VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE).....		92
ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN		100
ATTACHMENT 17 SAMPLE WORK ORDER.....		101
ATTACHMENT 18 PERFORMANCE EVALUATION FORM		102
ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT		103
ATTACHMENT 20 CVIEW REQUIREMENTS MATRIX.....		104

ATTACHMENT 21 AHPS OUTPUT TO CVIEW	133
ATTACHMENT 22 IFTA OUTPUT TO CVIEW	135
ATTACHMENT 23 HEAVY VEHICLE REGISTRATION SYSTEM TO CVIEW	136
ATTACHMENT 24 MARYLAND INTERNATIONAL REGISTRATION PLAN (MIRP) TO CVIEW	137
ATTACHMENT 25 SAFER INTERFACE CONTROL DOCUMENT.....	140

KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

TORFP Title:	Application Software Support and Maintenance for the Commercial Vehicle Information Exchange Window System
TO Project Number (TORFP #):	J02B4400035
Functional Area:	Functional Area 8 – Application Service Provider
TORFP Issue Date:	January 21, 2015
Questions Due Date and Time:	Friday February 6, 2015 at 2:00 p.m. Local Time
Closing Date and Time:	Friday February 13, 2015 at 2:00 p.m. Local Time
TORFP Requesting Agency:	Maryland Department of Transportation (MDOT) and State Highway Administration (SHA), Office of Traffic and Safety, Motor Carrier Division (MCD)
Send Questions and Proposals to:	Joseph Palechek Office Phone Number: 410-865-1129 jpalechek@mdot.state.md.us
TO Procurement Officer:	Joseph Palechek Office Phone Number: 410-865-1129 jpalechek@mdot.state.md.us
TO Manager:	Dave Czorapinski, Division Chief, SHA-MCD Office Phone Number: 410-582-5732 Office FAX Number: 410-787-2863
TO Type:	Fixed Price, Time and Materials (T&M)
Period of Performance:	Three (3) Year Base and Two (2) 1-year renewal options from notice to proceed (NTP)
MBE Goal:	0%
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	State Highway Administration, Motor Carrier Division, 7491 Connelley Drive, Hanover, MD 21076.
TO Pre-proposal Conference:	A TO Pre-Proposal Conference will be held on Wednesday February 4, 2015, at 10:00 a.m. , at MDOT Headquarters, 7201 Corporate Drive, Hanover MD 21076 in the 4 th floor Board Room. See Attachment 6 for specific details.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- **TO Contractor** – The CATS+ Master Contractor awarded the TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO contractor support personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.13 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TO over the course of the TO period of performance.
- **Proposed Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.

- **MDOT Contract Management Office (CMO)** –The CMO is responsible for management of the TO contract after award.

1.3 TO AGREEMENT

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

1.4 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 inbox.

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors will be required to make an oral presentation to State representatives in the form of oral presentations and interviews. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the TO is awarded to the Master Contractor. The TO Procurement Officer will notify Master Contractor of the time and place of oral presentations and interviews.

1.6 QUESTIONS

All questions must be submitted via email to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via email to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference please email the Procurement Officer indicating your planned attendance no later than February 2, 2015, two (2) days prior to the pre-proposal conference. In addition, if there is a need for sign language

interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

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

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.

By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to 1 times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has no MBE goals and sub-goals as stated in the Key Information Summary Sheet above.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has no VSBE Goal.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

Certain system documentation may be available for Master Contractors to review at a reading room at State Highway Administration, Motor Carrier Division, 7491 Connelley Drive, Hanover, MD 21076. Master Contractors who review such documentation will be required to sign a Non-Disclosure Agreement (TO Offeror) in the form of Attachment 10. Please contact the TO Manager to schedule an appointment.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.15 LIVING WAGE

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

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

1.17 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 TOs under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable/selected 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 form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

MDOT, Office of Procurement on behalf of the SHA-MCD, is issuing this CATS+ TORFP to obtain application software support and related services for the Maryland CVIEW system. The Maryland CVIEW system is currently utilizing a customized version of PreVIEW, which was developed by and is currently hosted by Xerox, Inc.

This CATS+ TORFP is issued to acquire the services of the following purpose:

- Transition-In services (Optional Service) to:
 - implement and integrate new Federal Motor Carrier Safety Administration (FMCSA) compliant CVIEW software into the existing SHA environment.
 - implement current State specific customizations into the CVIEW software.
 - migrate State specific data from the legacy CVIEW system to the new system.
 - Perform Unit test, System Test and Integration Test to validate system functionality and accurate data migration.
 - Support User Acceptance Tests (UAT) conducted by SHA by providing the test environment and test data.
 - Transition new CVIEW software into production.
- Provide hosting and operational support for CVIEW. Operational support includes providing both Tier 1 and Tier 2 Help Desk support to SHA. (Mandatory Service)
- Provide services to further customize CVIEW as required, either by the Federal Government or by SHA [services to be provided by Fixed Price (FP) or Time and Materials (T&M)] Work Order process in accordance with Section 2.14. (Mandatory Service)
- Transition-Out services to provide assistance and support to new vendor at the end of the contract (Optional) via Work Order process in accordance with Section 2.14. (Optional Service).

As part of the evaluation of the proposal for this TO, Master Contractors shall propose exactly three (3) key resource roles and shall describe in a Staffing Plan how additional resources shall be used to meet the requirements of the TORFP.

SHA expects three (3) resource roles to be available as of the start date specified in the Notice To Proceed (NTP).

SHA intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can best satisfy the TO requirements.

2.2 REQUESTING AGENCY BACKGROUND

The Maryland SHA is the State agency responsible for highway safety programs and highway preservation. Intelligent Transportation Systems (ITS) utilize technology to increase roadway safety,

reduce motorist delays and air pollution, and improve the overall productivity of commercial vehicle operations. The MCD is tasked with supporting truck and bus safety programs, the hauling permits program, weigh station facilities, Commercial Vehicle Information Systems and Networks (CVISN) and technical support. The CVISN program is coordinating the statewide deployment of specific new ITS capabilities in three (3) areas: 1) Safety Information Exchange; 2) Credentials Administration; 3) Electronic Screening.

CVISN is a nationwide program managed by FMCSA designed to:

- Improve safety and productivity of motor carriers, commercial vehicles, and their drivers
- Improve efficiency and effectiveness of commercial vehicle safety programs through targeted enforcement
- Improve commercial vehicle data sharing within states and between states and FMCSA
- Reduce federal/State and industry regulatory and administrative costs

2.3 EXISTING SYSTEM DESCRIPTION

CVIEW is the State's central repository for data related to intrastate and interstate motor carriers, commercial motor vehicles, and commercial vehicle drivers. It does not replace agencies' operational systems (such as vehicle titling and registration); rather it is a collection of data from systems that provides a single data source for regulation and enforcement.

The CVIEW supports many aspects of the State's CVISN program. The CVIEW system supports the timely distribution of safety and credential data to authorized users (The Maryland State Police, The Maryland Transportation Authority, The Comptroller's Office, and other Maryland transportation agencies with a need to know) and delivers data to the State's electronic screening system. CVIEW improves the efficiency and effectiveness of the State's resources by automating the sharing of data between agencies, which was earlier accomplished through manual processes (e.g., phone calls or letters).

CVIEW receives data from a number of Maryland information systems including:

- SAFER – SAFER is the national system operated by FMCSA that stores and makes available motor carrier related data from all US jurisdictions. CVIEW receives Census data from SAFER weekly. CVIEW receives inspection data from SAFER immediately.
- International Registration Plan (IRP) - CVIEW is updated with IRP registration data weekly.
- Heavy Vehicle Registration System (HVRS) - CVIEW is updated with Motor Vehicle Administration (MVA) intrastate HVRS data weekly.
- International Fuel Tax Agreement (IFTA) - CVIEW is updated with Maryland IFTA data daily.
- Automated Hauling Permits System (AHPS) - CVIEW is updated with oversize and overweight hauling permit data from the AHPS three times a day – 9AM, 1PM, and 5PM.

CVIEW is the primary data source for enforcement personnel responsible for Commercial Motor Vehicle (CMV) screening and inspections. CVIEW is accessible from the Maryland local and wide area networks, as well as wireless data networks via a web based interface and is the source of data for

the electronic screening process. Further, CVIEW is the source that Maryland uses to update the SAFER system.

PreVIEW (as customized for Maryland and branded CVIEW) is currently hosted by Xerox, Inc. (formerly ACS, Inc.) in the following system level hardware, software, and network configuration:

Networking Information

Firewall(s): Cisco ASA 5500/Catalyst 6500 Series Firewall Services Module
Load Balancer(s): Cisco ACE 4710 Application Control Engine
Router(s): Cisco 7200 VXR Series
Switch(es): Cisco Catalyst 6500 Series

Hardware/Virtualization Information

Hardware:

HP ProLiant DL 380 G6 Wintel server(s)
Processor: 2 x Intel Xeon x5560 @ 2.8GHz Quad Core
Memory: 64GB
Storage: EMC SAN Storage: 10TB
Operating System: VMware ESXi 5.1.0 Build 1065491

Software:

VMware vSphere 5.1.0 Build 1065491

Presentation Tier

Operating System: Microsoft Windows Server 2008 R2 Standard Edition (SE)

Software:

Microsoft Internet Information Services (IIS) 7.5 Web Server

Application Tier

Operating System: Microsoft Windows Server 2008 R2 SE

Software:

Application Servers: C#.NET 3.5/4.0/4.5 and ASP.NET 2.0
Reporting Servers: Microsoft SQL Server 2008 R2 SE

Database Tier

Hardware:

HP RP 5470 server
Operating System: HP-UX 11.11

Software:

Database Servers: Oracle Database 10.2.0.5.0 Enterprise Edition

Data Warehouse Tier

Hardware:

HP ProLiant DL 380 G5 Wintel server(s)
Operating System: Linux RedHat 2.6.9

Software:

Database Servers: Oracle Database 10.2.0.5.0 Enterprise Edition on RAC
Cluster

Backup Information

Software:

Symantec/Veritas NetBackup

Master and Media Servers
Data Domain Servers: SL3000 Tape Library
Location: Iron Mountain Archiving Facility

A copy of the PreVIEW Business Area Analysis document will be made available upon request to Master Contractors that may be interested in submitting a proposal for this TORFP. TO Contractor(s) wishing to review the document shall comply with Section 1.14.

2.4 PROFESSIONAL DEVELOPMENT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and 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 security and technology project execution.

The foregoing may include, but are not limited to, the following policies, guidelines and methodologies can be found at the DoIT site

(<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>). These may include, but are not limited to:

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

2.6 REQUIREMENTS

2.6.1 TRANSITION IN SERVICES

These requirements shall be required of the TO Contractor in order to provide a thorough understanding of the proposed CVIEW capabilities for the State.

2.6.1.1 Transition Planning (Optional Service)

1. **Kickoff Meeting:** Within seven (7) business days of Notice to Proceed (NTP), the TO Contractor shall conduct a Kickoff Meeting to start the contract. This meeting shall introduce both TO Contractor and SHA personnel, shall discuss contractual matters as well as planning for the transition period. The transition shall complete within 45 days.
2. **Draft Transition Plan and Schedule:** The TO Contractor shall provide, at the Kickoff Meeting, a draft Transition Plan and Schedule describing in detail all actions necessary to deliver and rollout CVIEW software which is compliant with all FMCSA and SHA required

functionality (See Attachments 20 – 25). The Transition Plan shall consist as a minimum, of the following parts:

- a. **Purpose:** A section that describes the purpose and strategy for accomplishing the transition process.
 - b. **Annotated Work Breakdown Schedule (WBS):** A section that provides a list in WBS format of all tasks necessary to accomplish the transition process with a description of each task. The WBS shall include milestones at which progress can be assessed and a decision made by SHA as to whether the process should proceed to the next step.
 - c. **Schedule:** A section that provides a schedule showing the timeline for accomplishing the transition at the task level.
 - d. **Risks:** A section that provides an initial Risk Register describing all significant risks to accomplishing the transition process.
 - e. **Staffing Plan:** A section that provides a staffing plan that describes all of the personnel who are going to work on the transition process, their roles and contact information
 - f. **Communications Plan:** A section that provides a communications plan describing how the transition team and SHA stakeholders will communicate during the transition process.
 - g. **Hosting Infrastructure:** A section that provides a description of the proposed hardware and software environment in which the TO Contractor shall host CVIEW. This description shall include all network, server, operating system and ancillary software required to host CVIEW.
3. **Final Transition Plan and Schedule:** Within five (5) business days of receiving feedback from SHA on the draft Transition Plan and Schedule, the TO Contractor shall provide a Final Transition Plan and Schedule to the TO Manager for acceptance.
 4. **Status Report and Meeting:** The TO Contractor shall provide a Weekly Status Report, during the transition period, to SHA providing the following information:
 - a. **Completed Tasks:** Provide a list of the tasks completed in the prior week.
 - b. **New Tasks:** Provide a list of all new tasks begun in the prior week.
 - c. **Missed Deadlines:** Provide the names of any tasks which were to have been completed, but have not yet completed. Provide a description of why the task has not completed.
 - d. **Issues:** Provide a list of the current risks that exist on the project, and describe actions being taken to resolve them.
 - e. **Risks:** Updated Risk Register will all new risks, and update the status of all existing risks.
 - f. **Tickets:** Any open tickets to ensure that the work of the TO Contractor is not causing CVIEW application problems. The TO Contractor shall document the results of the review in a separate section of the Weekly Status report during the Transition-In period.
 - g. **Other items:** Any other relevant items.

2.6.1.2 Convert and migrate State data into the new CVIEW software.

Prior to and concurrently with the transition to the new CVIEW software, TO Contractor shall migrate all State specific data from the legacy system to the new system. The TO Contractor shall convert all records in the legacy system. This process will meet the following requirements:

1. **Draft Data Conversion Plan and Schedule:** The TO Contractor shall provide, within five (5) business days of submitting the final Transition Plan and Schedule, a draft Data Conversion Plan and Schedule describing in detail all actions necessary to convert legacy CVIEW data/records to the new MD CVIEW.
2. The data conversion process shall include as a minimum, the following parts:
 - a. All data sources in the legacy system identified by SHA shall be converted and moved to the new system.
 - b. All records (data) shall be converted and moved to the new system in a way that is as transparent to end users as possible.
 - c. The data conversion process shall be fully implemented, tested and approved by SHA in the test environment prior to implementing in production.
 - d. The data conversion process shall include quality assurance measures to ensure that all records are accurately and completely converted over to the new system. The TO Contractor shall provide reports and allow SHA to evaluate these assurance measures including but not limited to reviews of conversion reports.
 - e. The implementation process shall include a back-out capability to reverse the implementation, if necessary.

2.6.1.3 Implement and integrate new FMCSA compliant CVIEW software into SHA Environment.

TO Contractor shall integrate the FMCSA compliant MD CVIEW into the SHA Environment. This includes, but is not limited to:

1. Establish and host the development, testing and production hardware and software environments for the MD CVIEW for the duration of the Contract. These environments shall have the following purposes:
 - a. The Development Environment shall be used for the development of State specific customizations to the MD CVIEW. The Development Environment shall have sufficient resources to support the development work load and to accommodate System Testing.
 - b. The Test Environment shall be maintained with identical software to production in architecture (although not necessarily in capacity) for system release testing and shall also integrate to other Maryland systems for test purposes. This environment shall have access to all system interfaces found in production unless it is not technically possible to do so. This environment shall mirror production except when being used to test new software releases. During system releases, it shall be used to conduct Integration Tests, which should test the entire system including interfaces to other systems which interface with the production system. It shall also be used for System testing of the full release prior to each system release.
 - c. The Production Environment shall be used exclusively for production purposes under configuration control. The Production Environment with sufficient resources to support an average user load of 100 users.
2. Establish network capability and capacity to provide reliable and responsive connectivity for all users of CVIEW. TO Contractor shall provide complete solution including network and internet access for State to access the CVIEW software.

3. Ensure that all environments meet security standards as articulated in the State of Maryland Information Technology Security Policies. These documents can be found at <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>.

2.6.1.4 Implement and Integrate State required functionality into the new CVIEW software

TO Contractor shall upgrade CVIEW software to meet Maryland State specific requirements into their CVIEW Products. These requirements include:

2.6.1.4.1 Oversize/Overweight Hauling Permits System

TO Contractor shall develop the capability for updating CVIEW data with oversize/overweight hauling permit information contained in the Maryland Automated Hauling Permits System (AHPS) no less than three times a day (9AM, 1PM, 5PM). This capability shall check the AHPS data in CVIEW whenever vehicle summary information is displayed and display an indicator on the summary screen if a valid permit exists. It shall provide a drill-down capability to display the permit detail. This capability would not require the operator to manually log-on to the AHPS. Enforcement personnel can currently log-on to the AHPS via the web and view permit information. AHPS is an automated web-based system that processes oversize/overweight vehicle/load permits for travel on State owned roads. The AHPS was developed by Bentley Transportation, Denver, Colorado, using an Oracle database, ASP and Java.

2.6.1.4.2 Heavy Vehicle Registration System

TO Contractor shall develop the capability for updating the CVIEW data from the Maryland Heavy Vehicle Registration System. This application is used by the Maryland Motor Vehicle Administration (MVA) to process the vehicle registrations of Maryland based intrastate motor carriers. There are approximately 127,000 heavy vehicles registered in Maryland. Maryland based carriers renew their registrations, add, delete and transfer vehicles, and request weight changes. The application runs on an IBM mainframe located at the MVA Headquarters and uses a DB2 database. The system currently generates a file once a week of changes in heavy vehicle (over 10,000 pounds) registration information.

2.6.1.4.3 SAFER

TO Contractor shall develop the capability for access to information from SAFER, a national system operated by FMCSA. This capability shall meet all FMCSA requirements as contained in the most recent SAFER Interface Control Document (ICD) ver. 9.3 contained in a separate document labeled Attachment 25 SAFER ICD_ver_9.3.doc.

2.6.1.4.4 International Registration Plan

TO Contractor shall develop the capability for access to information from IRP. CVIEW is updated with IRP registration data weekly.

2.6.1.4.1 International Fuel Tax Agreement

TO Contractor shall develop the capability for access to information from IFTA. CVIEW is updated with Maryland IFTA data daily.

2.6.1.5 Perform and Coordinate System and User Acceptance Testing (UAT)

TO Contractor shall perform complete System Testing, Integration Testing and support UAT testing performed by SHA personnel prior to system implementation. The vendor shall provide a test environment available to authorized MD SHA staff via the Internet for testing, demonstrating and training on all MD CVIEW systems and subsystems. The testing process shall include the following testing processes.

2.6.1.5.1 Unit Testing

The TO Contractor shall conduct unit testing on all components of the system which are modified to meet State specific requirements. The Unit Testing shall be performed in TO Contractor's development environment. The TO Contractor shall maintain records of all Unit Testing activities and results. The TO Contractor shall certify in writing to the State that all test discrepancies are resolved prior to System Test.

2.6.1.5.2 System Testing

Subsequent to Unit Testing, the TO Contractor shall conduct System Testing in the Development Environment to ensure that the updates to the system perform as designed and that the remainder of the system continues to function as designed. The TO Contractor shall ensure System Test results are visible to SHA. At the conclusion of System Testing, the TO Contractor shall provide a report provided to SHA that describes the results of the System Testing.

2.6.1.5.3 Integration Testing

The TO Contractor shall conduct Integration Testing to test the entire system, including interfaces to other systems to ensure that the MD CVIEW shall perform as required in production. The TO Contractor shall perform Integration Testing in the Test Environment according to previously approved test scripts and test cases. The TO Contractor shall ensure the results of integration testing shall be visible to SHA. At the conclusion of Integration Testing, the TO Contractor shall provide a report provided to SHA that describes the results of the Integration Testing.

2.6.1.5.4 Pilot Testing

The TO Contractor shall provide fully operational Base Hosted CVIEW service and conduct two-week pilot test. This pilot test shall include the vendor's commercial version of CVIEW with fully populated Maryland legacy data. If there are any major system failures during the two-week pilot test, as determined by the TO Manager, the test period may be restarted at the State's sole discretion. If the pilot test shall be restarted more than two times, the State, at its discretion, may terminate the contract.

2.6.1.5.5 UAT Testing

The TO Contractor shall support the UAT Testing, which is performed by SHA personnel under controlled circumstances, in the Test Environment. The UAT Testing is meant to ensure that the system performs as required from the user's point of view. The TO Contractor shall coordinate, support and manage the UAT Testing in conjunction with SHA. The TO Contractor shall support UAT testing, which may include but is not limited to: 1) providing SHA with visibility to CVIEW to validate data is correct, and 2) performing testing of CVIEW interface and reporting capabilities. At the conclusion of UAT Testing, the TO Contractor shall prepare a report provided to SHA that describes the results of the UAT Testing.

At the conclusion of UAT testing, SHA shall make a go/no go decision on whether or not the software is ready to be released to production.

2.6.1.6 Provide User Documentation

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

2.6.1.7 Document new and existing Operational Procedures

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

1. **Concept of Operations:** A section that describes in general terms, the operational concepts and procedures to be followed in operating and administering the MD CVIEW.
2. **Roles and Responsibilities:** A section that provides a description of all key roles and responsibilities for both the TO Contractor and SHA
3. **CVIEW Policies:** A section that provides a summary description and links to or copies of all SHA policies that impact CVIEW operations.
4. **Operational Procedures:** A section that describes all operational procedures used to support and administer CVIEW. For each procedure include the following information:
 - a. Name.
 - b. Description.
 - c. Criteria for success or failure of the procedure.
 - d. Role responsible for executing the procedure.
 - e. Role responsible for ensuring that the procedure is accomplished.
 - f. All actions that trigger the need for this procedure.
 - g. Any actions or procedures that are triggered by completion or failure of this procedure.
 - h. Any procedures or conditions that must be true for this procedure to execute successfully.
 - i. Any procedures that depend upon successful completion of this procedure.
 - j. Comments.

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

5. **Issue Response:** A section that provides a description of how user issues will be addressed as well as the roles and procedures that are affected by SHA requests for assistance. This section shall include, as a minimum, the following:

- a. A description of the call center process and the key support elements that tier 1 support personnel can access for higher level support.
 - b. The escalation process and timelines used to escalate trouble tickets.
 - c. Mechanisms that will be used to keep users and SHA operations personnel informed of the progress of all tickets which are open for more than one (1) business day.
6. **Service Level Agreement (SLA):** A section that describes the SLA that will be maintained for the TO in accordance with Section 2.7, Service Level Agreement. Describe management procedures and oversight that will be in place to ensure that SLAs are followed, and when this is not possible, that action is taken to refine processes and procedures to achieve the desired SLA.
7. **Disaster Recovery:** A section that describes the processes and procedures that will be in effect in the event that disaster recovery actions are necessary. This shall include documentation of steps that will ensure no loss of data in case of disaster.
8. **Contact List:** A section that contains a contact list providing the roles, names and contact information for all TO Contractor and SHA personnel involved in operationally supporting CVIEW. The TO Contractor shall maintain the contact list on an ongoing basis throughout the Contract, in electronic format, in a location that is accessible to all members and stakeholders of CVIEW.

2.6.1.8 Rollout new CVIEW software into Production.

After successful completion of System, Integration and UAT testing, TO Contractor shall work and coordinate with SHA to roll the software into production.

The transition to production shall be pre-planned in the Transition Plan. The TO Contractor shall notify SHA at least one (1) week in advance of any change to the Transition Plan and schedule. The TO Contractor shall plan for the transition activities to occur on a weekend, and shall not take more than 48 hours to accomplish.

TO Contractor shall also coordinate with Volpe SAFER personnel to schedule for a re-baseline of Maryland data for a date acceptable to SHA. TO Contractor shall report any errors or problems encountered during the re-baseline within one (1) business day of the occurrence.

2.6.2 HOSTING AND OPERATIONAL SUPPORT FOR CVIEW

2.6.2.1 Hosting Environment:

TO Contractor shall provide the hosting environment with the following components defined in Section 2.6.1.3 during the Operations and Maintenance of the Contract which shall be for a 3-year base period and two (2) 1-year renewal options.

2.6.2.2 Support Services:

1. The TO Contractor shall perform all application software support of the MD CVIEW to ensure continuous operation of the system for all users and in such a way that ensures the

methodologies and system elements described in Section 2.3 are optimally and reliably used and maintained.

2. The TO Contractor shall provide the following operational support services, including, but not limited to:
 - a. Provide, during normal business work hours (the primary period of support for SHA and local law enforcement is Monday through Friday between 8:00 a.m. to 5:00 p.m. Eastern Time), telephone access to TO Contractor software support staff at the TO Contractor support location in order to receive and respond to questions and problem requests from designated SHA personnel.
 - b. Provide during non-business hours a method to contact TO Contractor's support personnel to address Urgent issues in accordance with the SLA provided in Section 2.7 Service Level Agreement.
 - c. Provide all routine and preventive maintenance services including application component upgrades (installing new updates, upgrades and patches to COTS software, OS infrastructure and CVIEW customized applications software, testing, software documentation updates, and training documentation for releases during the support period for the MD CVIEW). Other routine maintenance may include changes that will need to be migrated to newer operating systems on the server infrastructure.
 - d. Provide licenses for all COTS software to use to support the MD CVIEW.
 - e. Troubleshoot MD CVIEW system problems, repair software bugs and maintain the customized CVIEW software application and other system software components for servers, workstations, internal interfaces, and other interfaces to external systems. All installations of the software applications shall be supported on all clients (See Attachment 20 Requirement A1.1.6) and workstations that are the property of SHA and other law enforcement agencies.
 - f. Manage SHA and law enforcement user accounts. This includes but is not limited to providing log in credentials for current users (after implementation of CVIEW), add new users as requested by authorized SHA and law enforcement personnel, and delete user accounts for staff no longer authorized to use CVIEW.
3. The TO Contractor and the TO Manager shall review the TO Contractor's Helpdesk Ticket Log on a quarterly basis for any open tickets to ensure that the work of the TO Contractor is not causing CVIEW application problems. The TO Contractor shall document the results of the review in a separate section of the monthly progress report during the operations and maintenance period.
4. The SHA support team will forward MD CVIEW problems to a contact person in the TO Contractor's technical support staff. The TO Contractor shall document, as a separate section in the monthly progress report, the MD CVIEW system's corrected problems, repaired software bugs and custom software maintenance services accomplished during the previous month.

Some off-hours support may be needed depending on the critical level of the application support problem. TO Contractor shall maintain an up-to-date contact information list for primary points of contact as an appendix in the Operations Manual (See Section 2.6.1.7).

2.6.3 CVIEW CUSTOMIZATION SUPPORT (OPTIONAL VIA WORK ORDER)

The TO Contractor may be required to provide further modification of CVIEW following the Transition-In period. In the event that this is necessary, a Work Order will be established in accordance with the procedures set out in Section 2.14. The Work Order can be either Fixed Price (FP) or Time and Materials (T&M), and will establish an appropriate level of documentation and testing based on the extent and complexity of the modifications requested. Unless otherwise specified in the Work Order, the testing procedures outlined in Section 2.6.1.5 shall apply to all enhancements.

Anticipated development efforts include initiatives such as interfacing the system with a license plate reader for automatic population and query in CVIEW.

The TO Contractor shall provide updated user and operations manuals for any new or modified CVIEW functionality that affects daily user operation as necessary. The updated manuals shall be provided at least 15 business days prior to any approved production changes.

The development of any new functionality for CVIEW shall utilize appropriate deliverables identified in the Maryland Department of DoIT System Development Lifecycle (SDLC) methodology.

2.6.4 TRANSITION-OUT REQUIREMENTS (OPTIONAL VIA WORK ORDER)

Six (6) months prior to expiration of the existing TO, the TO Contractor shall:

1. Create a Transition-Out Plan that includes as a minimum:
 - a. A description of the tasks necessary to migrate CVIEW functionality and data from the current system to a new version of the system.
 - b. A description of the data structures for all state specific data in the system.
 - c. A section that describes the process needed to migrate user accounts to a new system.
 - d. Any and all information that would be helpful to a new contractor transitioning their system into the Maryland CVIEW environment.
2. Provide support services and knowledge transfer for the new contractor.
3. In the event that a different vendor is selected to continue the operations and maintenance of the MD CVIEW, the TO Contractor shall provide all needed support to ensure a smooth transition for the new contractor.

2.7 SERVICE LEVEL AGREEMENT (SLA)

The following service levels are applicable to work performed under Section 2.6.2, Hosting and Operational Support for CVIEW.

Service Levels	Acknowledge Issue	Resolve Issue	Response Availability	Comments
Urgent	15 minutes	1 hour	7 days/week, 24 hrs. a day	Urgent is defined as system down or unavailable.

Service Levels	Acknowledge Issue	Resolve Issue	Response Availability	Comments
High	1 hour	4 hours	7 days/week, 24 hrs. a day	High is defined as system is partially available or performing in a degraded mode.
Normal	1 hour	1 work day	5 days/week, Mon-Fri, 8AM-5PM	Normal is defined as primary support services provided during regular operations.

Service Reliability SLA:

The Contractor shall provide the following service reliability for the MD CVIEW solution:

- The MD CVIEW shall be available 24 hours a day, 7 days a week, 365 days per year, at a 99% uptime excluding planned outages.
- The MD CVIEW shall provide the capability to handle at least 100 current users during peak usage.
- The TO Contractor shall ensure that planned system outages shall not exceed two hours for any single event or cumulatively within any 24 hour period unless coordinated with and approved by the TO Manager. Planned system outages shall be between midnight and 4:00 A.M. Eastern time.

Response SLA:

The Contractor shall provide the following response time for the MD CVIEW solution:

- Within 2 seconds for 100% of requests.

2.8 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, nightly 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, by the TO Contractor. Daily backups shall be stored off-site by the TO Contractor.

The TO Contractor's disaster recovery approach and environment shall enable restoration of operations from the loss of processing capability within a time limit not to exceed five (5) business days.

2.9 PERFORMANCE AND PERSONNEL

2.9.1 WORK HOURS

1. The TO Contractor's assigned personnel will provide support during a nine-hour business day generally between 8:00 a.m. and 5:00 p.m. Eastern Time, Monday through Friday except for State holidays or service reduction days. Once assigned personnel have demonstrated an understanding of the SHA infrastructure, they will be required to provide

rotating on-call schedule, providing non-business hours support as part of the TO Contractor's support plan.

2. In addition to "1" above, - services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. These hours will be mutually determined between the TO Contractor and the SHA.

2.9.2 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on an as needed basis.

2.9.3 PERFORMANCE ISSUE MITIGATION

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

1. The TO Manager will notify the TO Contractor and MDOT CMO in writing describing the problem and delineating remediation requirements;
2. The TO Contractor will have three (3) business days to respond with a written Remediation Plan;
3. The Remediation Plan will be implemented immediately upon acceptance by the TO Manager;
4. Should performance issues persist, the TO Manager will notify MDOT CMO; and
5. MDOT CMO will give written notice to the TO Contractor to request immediate removal, or substitution of the individual whose performance is at issue.
6. Should the issue be associated with, but not limited to, Sexual Harassment or Workplace Violence (actual or threat), the TO Manager has the right to ask for immediate removal of the TO Contractor personnel without requiring remediation. If this situation would occur, the resource would be escorted out of the building immediately with no option of returning.

2.9.4 SUBSTITUTION OF KEY PERSONNEL AFTER AWARD

The substitution of key personnel procedures is as follows:

- A. The TO Contractor may not substitute key personnel without the prior approval of the TO Manager.
- B. To replace key personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.9.5 PREMISES AND OPERATIONAL SECURITY

- A. Contractor employees and subcontractors to be assigned to perform work on site under the resulting Contract shall be required to submit background check certification to SHA from

recognized Law Enforcement Agencies, including the FBI. This certification is due no later than 30 days from NTP (See Attachment 19). Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense of the Contractor. SHA reserves the right to disqualify any Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that SHA determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this RFP. SHA reserves the right to perform additional background checks on Contractor and subcontractor employees.

- B. Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require Contractor employees to be accompanied while in secured premises.
- C. Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- D. Contractor shall require its employees to follow the State of Maryland and SHA Information Technology Security Policy and Standards throughout the term of the Contract.
- E. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.
- F. Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the Contractor that said employee has not adhered to the security requirements specified herein.
- G. The cost of complying with all security requirements specified herein is the sole responsibility and obligation of the contractor and its subcontractors. No such costs shall be passed through to or reimbursed by the State or any of its agencies or business units.

2.10 DELIVERABLES

2.10.1 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form (Attachment 8) with the deliverable. The TO Manager will acknowledge receipt of the deliverable via email using the provided form.

For every deliverable, the TO Contractor shall submit by email an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 9, to the TO Manager in MS Word (2007 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.10.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.10.3.

2.10.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.10.4 Deliverable Descriptions/Acceptance Criteria.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating “Accepted” and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.13. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

Subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

2.10.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable’s content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.

- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.10.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

2.10.4.1 Required Deliverables:

ID #	Deliverable	Acceptance Criteria	Requirements References	Due Date / Frequency
Transition-In Services (Optional) - These deliverables are required if a new MD CVIEW is being implemented.				
2.10.4.1.1	Kick Off Meeting	TO Contractor conducts a kick off meeting. Document includes MS Project that will provide: <ul style="list-style-type: none">• Background• Project Schedule/Milestones• Resources	2.6.1.1.1	NTP + 7 business days
Transition-In Services (Optional) - These deliverables are required if a new MD CVIEW is being implemented.				
2.10.4.1.2	Draft Transition Plan and Schedule	TO Contractor will prepare a Draft Transition Plan which provides information on all topics listed in the Requirements References. MS Word document that shall cover the contents defined in 2.6.1.1.2. Acceptance contingent upon approval of SHA.	2.6.1.1.2	At Kick-off Meeting

ID #	Deliverable	Acceptance Criteria	Requirements References	Due Date / Frequency
2.10.4.1.3	Final Transition Plan and Schedule	MS Word document that shall cover the contents defined in 2.6.1.1.2. Plan incorporates all changes requested by SHA. Acceptance contingent upon approval of SHA.	2.6.1.1.3	Date of SHA Feedback plus 5 business days.
2.10.4.1.4	Status Reports and Status Meetings	MS Word document that shall contain all the contents defined in Section 2.6.1.1.4. The TO Contractor shall conduct a weekly status meeting.	2.6.1.1.4	Weekly during transition period
2.10.4.1.5	Operations Manual	Create and deliver an Operations Manual in compliance with the Requirements References and as reported in status reports.	2.6.1.7	In compliance with Transition Schedule
2.10.4.1.6	User Manual	Creates and deliver a User Manual that is in compliance with the Requirements References and as reported in status reports.	2.6.1.6	In compliance with Transition Schedule
2.10.4.1.7	Implement and integrate FMCSA compliant CVIEW software into SHA environment	Delivery and acceptance by SHA of three instances of the CVIEW software (development, test and production) in compliance with Requirements References and as reported in status reports.	2.6.1.3	In compliance with Transition Schedule
2.10.4.1.8	Implement and Integrate State required functionality into CVIEW	Delivery and acceptance by SHA of the required modifications described in the requirements reference and as reported in status reports.	2.6.1.4	In compliance with Transition Schedule

ID #	Deliverable	Acceptance Criteria	Requirements References	Due Date / Frequency
2.10.4.1.9	Submit Data Conversion Plan	Create and deliver a data conversion plan which contains a detailed schedule and methodology for converting legacy CVIEW data to new MD CVIEW format.	2.6.1.2	In compliance with Transition Schedule
2.10.4.1.10	Convert and migrate state data into CVIEW	Provide data conversion services as described in the Requirements References and as reported in status reports.	2.6.1.2	In compliance with Transition Schedule
2.10.4.1.11	Submit Integration Test Plan	Create and deliver a comprehensive system test plan which contains a detailed schedule and methodology for testing of the MD CVIEW as described in the Requirements References.	2.6.1.5	In compliance with Transition Schedule
2.10.4.1.12	Implement Pilot Test	Pilot system performs as expected. No major system failures during the two-week pilot test. Pilot test was not restarted more than two times.	2.6.1.5	In compliance with Transition Schedule
2.10.4.1.13	Perform and Coordinate System and UAT Testing	Provide testing services as described in the Requirements References and as reported in status reports.	2.6.1.5	In compliance with Transition Schedule
2.10.4.1.14	Rollout CVIEW into Production	Provide support to SHA to rollout new CVIEW system into production and as reported in Weekly Status Reports. The CVIEW system shall have zero high or critical bugs before being rolled out to production.	2.6.1.8	CVIEW shall be in production no later than June 1, 2015.

ID #	Deliverable	Acceptance Criteria	Requirements References	Due Date / Frequency
Support and Maintenance Services				
2.10.4.1.15	Hosting Environment	TO Contractor provides a hosting environment for CVIEW that meets the requirements of the Requirements Reference and SLA requirements.	2.6.2.1 and 2.7	If Optional Tasks are executed: Start at NTP + 30 business days Otherwise at NTP.
2.10.4.1.16	Support Services	TO Contractor support services for CVIEW that meets the requirements of the Requirements References and SLA requirements.	2.6.2.2 and 2.7	If Optional Tasks are executed: At end of transition period Otherwise at NTP

2.11 MINIMUM QUALIFICATIONS

2.11.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

Only those Master Contractors and/or their subcontractor that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications. The Master Contractor's proposal shall demonstrate meeting the following minimum requirements:

At least five (5) years of experience providing CVIEW product support services to government entities. In addition, the engagement shall meet the following criteria:

The engagement shall have lasted at least one (1) year; and

The Offeror shall have provided at least three (3) full-time CVIEW support personnel.

The Offeror shall provide one (1) Project Manager resource.

The offeror shall provide at least one (1) or more references to demonstrate programming and system support proficiency in all software technologies that will be utilized in the execution of this TO. This experience may include, but is not limited to:

- (1) Visual Studio.NET programming
- (2) Visual C++, C++.Net, C#.Net programming
- (3) ASP programming
- (4) Event-driven application programming
- (5) Windows Application GUI programming
- (6) Object- Oriented Analysis and Design
- (7) UML diagrams

- (8) Windows API and infrastructure programming
- (9) Client/Server application programming in the Windows Computing Platform
- (10) Oracle 10.x, 11.x, 12.x, Microsoft SQL Server and related database administration and support

2.11.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying key proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

For the personnel proposed under this TORFP, proposed resources must meet all minimum qualifications for the CATS+ labor category proposed, as identified in the CATS + Master Contract Section 2.10, plus the following minimum qualifications. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

Master Contractors may only propose **three (3) key personnel roles** in response to this TORFP. Provided all minimum personnel qualifications are met, a proposed key staff may perform in more than one key role. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications, and will not be used in evaluation of the Financial proposal.

Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

- The assigned Project Manager must demonstrate at least five (5) years of project management experience in the Microsoft Windows operating system environment.
- Software Development Manager must demonstrate at least three (3) years of experience in software programming and product delivery.
- CVIEW Support Manager must demonstrate at least three (3) years of experience in product customer support.

2.12 RETAINAGE

SHA reserves the right to establish retainage for this TORFP during Transition-In periods with a retainage of 10%. Ten (10) percent of each deliverable as described in Section 2.10 for Transition-In services. These funds will be released upon successful roll out of CVIEW into production and verification by SHA.

2.13 INVOICING

Invoicing shall be submitted monthly.

Invoicing shall be accompanied by signed notice(s) of acceptance DPAF for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF (Attachment 9) is not submitted.

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 Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval.

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.10.

2.13.1 T&M Invoicing

2.13.1.1 TIME SHEET SUBMISSION AND ACCEPTANCE

Within three business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the TO.

At a minimum, each semi-monthly timesheet shall show:

- A) Title: "Time Sheet for xxxxx"
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
 - a) Employee / resource name
 - b) For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1st through 15th and 16th through last day of the month.
 - (1) Tasks completed that week and the associated deliverable names and ID#s
 - (2) Number of hours worked each day
 - (3) Total number of hours worked that Period
 - (4) Period variance above or below 40 hours
 - (5) Annual number of hours planned under the TO
 - (6) Annual number of hours worked to date
 - (7) Balance of hours remaining
 - (8) Annual variance to date (Sum of periodic variances)
- D) Signature and date lines for the TO Manager
- E) Time sheets shall be submitted to the TO Manager for approval by signature. TO Manager acceptance of timesheets shall acknowledge the accuracy of the time reported.

2.13.1.2 T&M INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A. A proper invoice shall identify "SHA" as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., "2.7.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B. The TO Contractor shall send a hard copy and email the original of each invoice and signed DPAF, for each deliverable being invoiced to the SHA at mailing address: MD SHA, 7491 Connelley Drive, Hanover, MD 21076 and email address: DCzorapinski@sha.state.md.us, Attn: Dave Czorapinski, Chief, Motor Carrier Division, with a copy to the TO Manager.
- C. Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.13.2 FIXED PRICE INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A. A proper invoice shall identify “SHA” as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., “2.7.4.1.”), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number. Also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.
- B. The TO Contractor shall send a hard copy and email the original of each invoice and signed DPAF, for each deliverable being invoiced to the SHA at mailing address: MD SHA, 7491 Connelley Drive, Hanover, MD 21076 and email address: DCzorapinski@sha.state.md.us, Attn: Dave Czorapinski, Chief, Motor Carrier Division, with a copy to the TO Manager.
- C. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.14 WORK ORDER PROCESS

- A) Additional services will be provided via a Work Order process. A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1-B.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 17) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
 - 1) Technical requirements and description of the service or resources needed
 - 2) Performance objectives and/or deliverables, as applicable
 - 3) Due date and time for submitting a response to the request
 - 4) Required place(s) where work must be performed
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - 1) A response that details the TO Contractor’s understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided in Attachment 17.
 - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.

- D) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP; for a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E) The TO Manager will contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.
- F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G) The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved and/or any interviews are completed.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and exact 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 the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

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

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 8 MB.

The TO Technical Proposal shall be contained in one email, with two attachments. This email shall include:

- Subject line “CATS+ TORFP #J02B4400035 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP J02B4400035 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP J02B4400035 Technical – Proposal” in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 3.4.2, with password protection. MVA – MSHO will contact Offerors for the password to open each file. Each file shall be encrypted with the same password.

This email shall include:

- Subject line “CATS+ TORFP #J02B4400035 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP J02B4400035 Financial” containing the Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following attachments shall be included with the TO Technical Proposal:

- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5 – Labor Category Personnel Resume Summary (Form LC1) - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 16 – Certification Regarding Investments in Iran - Signed PDF
- Attachment 20 – Requirements Matrix

The following attachments shall be included with the TO Financial Proposal:

- **Error! Reference source not found.** – Price Sheet – Signed PDF with password protection.

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. Offeror should also describe the data elements that are expected to be available as pass/fail flag criteria, and the interface that will be used to create pass/fail flag types. The descriptions shall include how logic rules, such as AND/OR and IF/ELSE will be incorporated into the interface. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) Completed Requirements Matrix: (Attachment 20) A completed requirements matrix addressing each TORFP requirement. Note: Failure to respond to each requirement in the Requirements Matrix will make the TO proposal non-responsive to this TORFP.
- 4) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 5) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 6) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 7) Assumptions: A description of any assumptions formed by the Offeror in developing the Technical Proposal. Offerors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.

- 8) Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.

B) Compliance with Offeror's Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror's Company Minimum Requirements in Section 2.11.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.11.1	<p>At least five (5) years of experience providing CVIEW product support services to government entities. In addition, the engagement shall meet the following criteria:</p> <p>A) The engagement shall have lasted at least one (1) year; and</p> <p>B) The Offeror shall have provided at least three (3) full-time CVIEW support personnel.</p> <p>C) The Offeror shall have provided one (1) Project Manager Resource.</p> <p>D) The offeror shall provide at least one (1) or more references to demonstrate programming and system support proficiency in all software technologies that will be utilized in the execution of this TO. This experience may include, but is not limited to:</p> <ol style="list-style-type: none"> 1) Visual Studio.NET programming 2) Visual C++, C++.Net, C#.Net programming 3) ASP programming 4) Event-driven application programming 5) Windows Application GUI programming 6) Object-Oriented Analysis and Design 7) UML diagrams 8) Windows API and infrastructure programming 9) Client/Server application programming in the Windows Computing Platform 10) Oracle 10.x, 11.x, 12.x, Microsoft SQL Server and related database administration and support 	Offeror documents evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

Offeror shall propose exactly three (3) named key resources in response to this TORFP.

- 1) Complete and provide Attachment 5 – Labor Category Personnel Resume Summary for each proposed resource (form LC1). The information should show:
 - a) In Form LC1 - Each proposed person's skills and experience as they relate to the Offeror's proposed solution and Section 2 – Scope of Work.
 - 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.11.2 Offeror's Personnel Minimum Qualifications.
 - 3) Provide three (3) references per proposed personnel containing the information listed in Attachment 5, Form LC1 Section A.
 - 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the key proposed resources required for evaluation of this TORFP**)
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP
 - d) Description of approach for quickly substituting qualified personnel after start of TO
 - 5) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- D) MBE, SBE Participation and VSBE Participation
- NO MBE, SBE, or VSBE forms are required for this TORFP.
- E) Subcontractors
- Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.
- F) Overall Offeror team organizational chart
- Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.
- G) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide up to three examples of engagements or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.

- e) Current Master Contractor team personnel who participated on the engagement.
- f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

- a) Contract or task order name.
- b) Name of organization.
- c) Point of contact name, title, email, and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 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.

J) Proposed Facility

Identify Master Contractor's facilities, including address, from which any work will be performed.

3.4.2 TO FINANCIAL PROPOSAL

- A. A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the TO Financial Proposal);

- B. Attachment 1– Price Sheet, completed in .PDF format and password encrypted, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all proposed resources by approved CATS+ labor categories in the price proposal. Prices shall be valid for 120 days.
- C. To be responsive to this TORFP, the Price Sheet (Attachment 1 B) shall provide labor rates for all labor categories. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

Note: Failure to specify a CATS+ labor category in the completed Price Sheet for each proposed resource will make the TO proposal non-responsive to this TORFP.

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SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall disqualify a proposal:

- A. The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B. The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
- C. The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- D. The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.11.1 and 2.11.2.
- E. Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential future resource requests.

4.3 SELECTION PROCEDURES

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B. For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- C. Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- D. The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection technical merit has greater weight.
- E. All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

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), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1	Price Sheets A and B	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1–D-7)	<i>Not Applicable</i>	<i>N/A</i>
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Category Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Submit at least 2 days before Pre-Proposal Meeting
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	<i>Not Applicable</i>	<i>N/A</i>
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	<i>Not Applicable</i>	<i>N/A</i>
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	<i>Not Applicable</i>	<i>N/A</i>
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Applicable	Do Not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	Applicable	Do Not Submit with Proposal
Attachment 20	Requirements Matrix	Applicable	Submit with TO Technical Proposal
Attachment 21	AHPS Output to CVIEW	Applicable	Do Not Submit with Proposal
Attachment 22	IFTA Output to CVIEW	Applicable	Do Not Submit with Proposal
Attachment 23	Heavy Vehicle Registration System to CVIEW	Applicable	Do Not Submit with Proposal
Attachment 24	MIRP to CVIEW	Applicable	Do Not Submit with Proposal
Attachment 25	SAFER Interface Control Document	Applicable	Do Not Submit with Proposal

*If not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

ATTACHMENT 1 – A PRICE SHEET

PRICE SHEET (FIXED PRICE) FOR CATS+ TORFP #J02B4400035

Identification	Deliverable	Proposed Price	
# of	Title of Deliverable	\$	
2.10.4.1.1	Kick Off Meeting	\$	
2.10.4.1.2	Draft Transition Plan and Schedule	\$	
2.10.4.1.3	Final Transition Plan and Schedule	\$	
2.10.4.1.4	Transition Status Reports and Status Meetings	\$	
2.10.4.1.5	Operations Manual	\$	
2.10.4.1.6	User Manual	\$	
2.10.4.1.7	Implement and integrate FMCSA compliant CVIEW software into SHA environment	\$	
2.10.4.1.8	Implement and Integrate State required functionality into CVIEW	\$	
2.10.4.1.9	Data Conversion Plan	\$	
2.10.4.1.10	Convert and migrate state data into CVIEW	\$	
2.10.4.1.11	Integration Test Plan	\$	
2.10.4.1.12	Pilot Test	\$	
2.10.4.1.13	Perform and Coordinate System and UAT Testing	\$	
2.10.4.1.14	Rollout CVIEW into Production	\$	
2.10.4.1.15a	Hosting Environment & Support Services Years 1 through 3	\$	
		Monthly Price	Annual Price
2.10.4.1.15b	Hosting Environment & Support Services Year 4 – Monthly Cost & Annual Cost	\$	\$
2.10.4.1.15c	Hosting Environment & Support Services Year 5 – Monthly Cost & Annual Cost	\$	\$
Total Evaluated Price (SUM of all 2.10.4.1.1 through 2.10.4.1.15a) + Annual (2.10.4.1.15b-c)		\$	
Additional cost of Optional Features. (B2.7.5, B3.4, B4.11, B5.29, B7.4) <i>These costs are evaluated separately from the Total Evaluated CVIEW Price above. Include prices only if the cost for the feature is not included in proposers base cost for item 2.10.4.1.8 above. (Only for Optional Features marked as 4 in the Requirements Matrix.)</i>		Proposed Price	
B2.7.5	Permit Image View	\$	
B3.4	Additional Browser Functionality	\$	
B4.11	Additional Hot List Capabilities	\$	
B5.29	Ad Hoc Web Services Query	\$	
B7.4	Graphical Data Reports	\$	

Attachment 1 – A Price Sheet (Continued)

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

ATTACHMENT 1 – B PRICE SHEET

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP #J02B4400035

Resources 1-3 shall be available to start at TO award. Additional resources shall be obtained immediately after TO award through a work order process.

Master Contractors shall propose one or more CATS+ Labor Categories to support future additional resources for this TORFP. Future additional resources must be assigned a CATS+ Labor Category; therefore, Master Contractors should include as part of future additional resources any CATS+ Labor Category that might reasonably be utilized to fulfill the scope of this TORFP.

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate**

Maximums: The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Job Title from TORFP	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)
Year 1		
Project Manager	Insert CATS+ Labor Category	\$
Software Development Manager	Insert CATS+ Labor Category	\$
CVIEW Support Manager	Insert CATS+ Labor Category	\$
	<i>SUBTOTAL</i>	\$
FUTURE ADDITIONAL RESOURCES		
<Add Additional Job Title>	Insert CATS+ Labor Category	\$
	<i>SUBTOTAL</i>	\$
Year 2		
Project Manager	Insert CATS+ Labor Category	\$
Software Development Manager	Insert CATS+ Labor Category	\$
CVIEW Support Manager	Insert CATS+ Labor Category	\$
	<i>SUBTOTAL</i>	\$
FUTURE ADDITIONAL RESOURCES		
<Add Additional Job Title>	Insert CATS+ Labor Category	\$
	<i>SUBTOTAL</i>	\$
Year 3		
Project Manager	Insert CATS+ Labor Category	\$
Software Development Manager	Insert CATS+ Labor Category	\$
CVIEW Support Manager	Insert CATS+ Labor Category	\$
	<i>SUBTOTAL</i>	\$
FUTURE ADDITIONAL RESOURCES		
<Add Additional Job Title>	Insert CATS+ Labor Category	\$

Job Title from TORFP	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)
	<i>SUBTOTAL</i>	\$
Year 4		
Project Manager	Insert CATS+ Labor Category	\$
Software Development Manager	Insert CATS+ Labor Category	\$
CVIEW Support Manager	Insert CATS+ Labor Category	\$
	<i>SUBTOTAL</i>	\$
FUTURE ADDITIONAL RESOURCES		
<Add Additional Job Title>	Insert CATS+ Labor Category	\$
	<i>SUBTOTAL</i>	\$
Year 5		
Project Manager	Insert CATS+ Labor Category	\$
Software Development Manager	Insert CATS+ Labor Category	\$
CVIEW Support Manager	Insert CATS+ Labor Category	\$
<Add Additional Job Title>	Insert CATS+ Labor Category	\$
	<i>SUBTOTAL</i>	\$
FUTURE ADDITIONAL RESOURCES		
<Add Additional Job Title>	Insert CATS+ Labor Category	\$
	<i>SUBTOTAL</i>	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP #J02B4400035

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

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

MDOT MBE FORM A
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 B (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 B (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 C - State-Funded Contracts);
- (b) Subcontractor Project Participation Statement (MDOT MBE Form D - State-Funded Contracts);
- (c) If waiver requested, MBE Waiver Request Documentation and Forms (MDOT MBE/DBE Form E – Good Faith Efforts Guidance and Documentation) per COMAR 21.11.03.11; 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.

MDOT MBE FORM A
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

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 1 OF 3

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.

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 prime or subcontractor is a certified MBE 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 MBE firm (whether a prime or subcontractor) must be certified for that specific NAICS Code (“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. 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.
4. Complete the Part 2 – MBE Participation Schedule for all certified MBE firms (including primes and subcontractors) being used to achieve the MBE participation goal and subgoals, if any.
5. **MBE Prime Self-Performance.** When a certified MBE firm participates as a prime (independently or as part of a joint venture) on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must be (a) a certified MBE (see 1-3 above) and (b) listed in the Part 2 – MBE Participation Schedule with its certification number, the certification classification under which it will self-perform, and the percentage of the contract that can be counted as MBE self-performance. For the remaining portion of the overall goal and any subgoals, the MBE prime must also list, in the Part 2 – MBE Participation Schedule, other certified MBE firms used to meet those goals or, after making good faith efforts to obtain the participation of additional MBE firms, request a waiver. Note: A dually-certified MBE firm can use its own forces toward fulfilling ONLY ONE of the MBE subgoals for which it can be counted.
6. 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/offeree 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.

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 2 OF 3

7. 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.
8. 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%

9. **WARNING:** The percentage of MBE participation, computed using the percentage amounts determined per 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 attached Goal/Subgoal Worksheet to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and subgoals (if any).

**MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE**

PAGE 3 OF 3

GOAL/SUBGOAL PARTICIPATION WORKSHEET

1. Complete the Part 2 – MBE Participation Schedule for each MBE being used to meet the MBE goal and any subgoals.
2. After completion of the Part 2 – MBE Participation Schedule, you may use the Goal/Subgoal Worksheet to calculate the total MBE participation commitment for the overall goal and any subgoals.
3. **MBE Overall Goal Participation Boxes:** Calculate the total percentage of MBE participation for each MBE classification by adding the percentages determined per Column 3 of the Part 2 – MBE Participation Schedule. Add the percentages determined in Lines 3.1 and 3.2 for the MBE subcontractor (subs) total. Add the overall participation percentages determined in Line 3.3 for the MBE prime total.
4. **MBE Subgoal Participation Boxes:** Calculate the total percentage of MBE participation for each MBE classification by adding the percentages determined per Column 3 of the Part 2 – MBE Participation Schedule. Add the percentages determined in Lines 3.1 and 3.2 for the MBE subcontractor (subs) total. Add the subgoal participation percentages determined in Line 3.3 for the MBE prime total.
5. The percentage amount for the MBE overall participation in the Total MBE Firm Participation Box F1 should be equal to the sum of the percentage amounts in Boxes A through E of the MBE Overall Goal Participation Column of the Worksheet.
6. The percentage amount for the MBE subgoal participation in the Total MBE Firm Participation Box L should be equal to the sum of the percentage amounts in Boxes A through E of the MBE Subgoal Participation Column of the Worksheet.

GOAL/SUBGOAL WORKSHEET		
MBE Classification	MBE Overall Goal Participation	MBE Subgoal Participation
(A) Total African American Firm Participation (Add percentages determined for African American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
(B) Total Hispanic American Firm Participation (Add percentages determined for Hispanic American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
(C) Total Asian American Firm Participation (Add percentages listed for Asian American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
(D) Total Women-Owned Firm Participation (Add percentages determined for Women-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
(E) Total for all other MBE Firms (Add percentages for firms listed as Other MBE Classification per Column 3 of the MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
Total MBE Firm Participation (Add total percentages determined for all MBE Firms in each column of the Worksheet)	(F1) _____ %	(F2) _____ %

**MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 2 – MBE PARTICIPATION SCHEDULE**

PAGE OF

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.

Prime Contractor	Project Description	SOLICITATION NUMBER

LIST INFORMATION FOR EACH CERTIFIED MBE PRIME OR MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. NOTE INSTRUCTIONS IN EACH COLUMN.

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form A – 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 (if applicable) set forth in Form A.
NAME OF MBE PRIME OR MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 5 through 8 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. For items of work where the MBE firm is the prime, complete Line 3.3.
MBE Name: <input type="checkbox"/> Check here if MBE firm is a subcontractor and complete in accordance with Sections 6, 7, & 8 of Part 1 - Instructions. If this box is checked, complete 3.1 or 3.2 in Column C, whichever is appropriate. <input type="checkbox"/> Check here if MBE firm is the prime contractor, including a participant in a joint venture, and self-performance is being counted pursuant to Section 5 of Part 1 - Instructions. If this box is checked, complete 3.3 in Column C. <input type="checkbox"/> Check here if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 6 of Part 1 - Instructions	Certification Number: (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	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> <u> </u> % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 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</u> (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 7(E) IN PART 1 - INSTRUCTIONS). <u> </u> % Total percentage of Supplies/Products <u> x </u> 60% (60% Rule) <u> </u> % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 3.3. <u>TOTAL PERCENTAGE TO BE PAID TO MBE PRIME FOR WORK THAT CAN BE COUNTED AS MBE SELF-PERFORMANCE</u> (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE). (a) <u> </u> % Total percentage for self-performed items of work in which MBE is certified) (b) <u> </u> % (Insert 50% of MBE overall goal) (c) <u> </u> % (Insert subgoal for classification checked in Column 2, if applicable) <u>Percentages for purposes of calculating achievement of MBE Participation goals:</u> ➡ For MBE Overall goal – Use lesser of (a) or (b) ➡ For MBE Subgoal – Use lesser of (a) or (c) ➡ If MBE Prime is supplier, wholesaler and/or regular dealer, apply the 60% rule.

☐ Check here if Continuation Sheets are attached.

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 2 – MBE PARTICIPATION SCHEDULE
CONTINUATION SHEET

PAGE ___ OF ___

Prime Contractor	Project Description	SECTION 1 SOLICITATION NUMBER

LIST INFORMATION FOR EACH CERTIFIED MBE PRIME OR MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. NOTE INSTRUCTIONS IN EACH COLUMN.

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form A – 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 (if applicable) set forth in Form A.
NAME OF MBE PRIME OR MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 5 through 8 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. For items of work where the MBE firm is the prime, complete Line 3.3.
MBE Name: <input type="checkbox"/> Check here if MBE firm is a subcontractor and complete in accordance with Sections 6, 7, & 8 of Part 1 - Instructions. If this box is checked, complete 3.1 or 3.2 in Column C, whichever is appropriate. <input type="checkbox"/> Check here if MBE firm is the prime contractor, including a participant in a joint venture, and self-performance is being counted pursuant to Section 5 of Part 1 - Instructions. If this box is checked, complete 3.3 in Column C. <input type="checkbox"/> Check here if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 6 of Part 1 - Instructions	Certification Number: (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	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). _____ % (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 7(E) IN PART 1 - INSTRUCTIONS). _____ % Total percentage of Supplies/Products x 60% (60% Rule) _____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 3.3. TOTAL PERCENTAGE TO BE PAID TO MBE PRIME FOR WORK THAT CAN BE COUNTED AS MBE SELF-PERFORMANCE (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE).. (a) _____ % Total percentage for self-performed items of work in which MBE is certified) (b) _____ % (Insert 50% of MBE overall goal) (c) _____ % (Insert subgoal for classification checked in Column 2, if applicable) Percentages for purposes of calculating achievement of MBE Participation goals: ➤ For MBE Overall goal – Use lesser of (a) or (b) ➤ For MBE Subgoal – Use lesser of (a) or (c) ➤ If MBE Prime is supplier, wholesaler and/or regular dealer, apply the 60% rule.

☐ Check here if Continuation Sheets are attached.

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE
SECTION 2

**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 B 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 B.

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 B 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

MDOT MBE FORM C
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

MDOT MBE FORM D

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.

This form is to be completed
monthly by the prime
contractor.

Attachment D-5
Maryland Department of Information Technology
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
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Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	FAX:		Email:																																				
Subcontractor Name:		Contact Person:																																					
Phone:	FAX:																																						
Subcontractor Services Provided:																																							
List all payments made to MBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 40%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$ _____			List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 40%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$ _____		
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Total Dollars Paid: \$ _____																																							
	<u>Invoice #</u>	<u>Amount</u>																																					
1.																																							
2.																																							
3.																																							
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Total Dollars Unpaid: \$ _____																																							

**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
---	---

This form must be completed by
MBE subcontractor

ATTACHMENT D-6
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the month following the month the services were performed.	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

MBE Subcontractor Name: _____																					
MDOT Certification #: _____																					
Contact Person: _____		Email: _____																			
Address: _____																					
City: Baltimore	State: _____	ZIP: _____																			
Phone: _____	FAX: _____																				
Subcontractor Services Provided:																					
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%;"><thead><tr><th style="width: 60%;"><u>Invoice Amt</u></th><th><u>Date</u></th></tr></thead><tbody><tr><td>1.</td><td></td></tr><tr><td>2.</td><td></td></tr><tr><td>3.</td><td></td></tr><tr><td colspan="2">Total Dollars Paid: \$ _____</td></tr></tbody></table>	<u>Invoice Amt</u>	<u>Date</u>	1.		2.		3.		Total Dollars Paid: \$ _____		List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%;"><thead><tr><th style="width: 60%;"><u>Invoice Amt</u></th><th><u>Date</u></th></tr></thead><tbody><tr><td>1.</td><td></td></tr><tr><td>2.</td><td></td></tr><tr><td>3.</td><td></td></tr><tr><td colspan="2">Total Dollars Unpaid: \$ _____</td></tr></tbody></table>	<u>Invoice Amt</u>	<u>Date</u>	1.		2.		3.		Total Dollars Unpaid: \$ _____	
<u>Invoice Amt</u>	<u>Date</u>																				
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3.																					
Total Dollars Paid: \$ _____																					
<u>Invoice Amt</u>	<u>Date</u>																				
1.																					
2.																					
3.																					
Total Dollars Unpaid: \$ _____																					
Prime Contractor: _____		Contact Person: _____																			

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
---	---

Signature: _____ Date: _____
(Required)

ATTACHMENT 2 - MDOT MBE/DBE FORM E GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

Part 1 – Guidance for Demonstrating Good Faith Efforts to Meet MBE/DBE Participation Goals

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE)/Disadvantaged Business Enterprise (DBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE/DBE Goal(s) and document its commitments for participation of MBE/DBE Firms, or (2) when it does not meet the MBE/DBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE/DBE Goal(s) – “MBE/DBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s) on a State-funded procurement and the DBE participation goal on a federally-funded procurement.

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE/DBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE/DBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the DBEs identified by the procuring agency during the goal setting process and listed in the federally-funded procurement as available to perform the Identified Items of Work. It also may include additional DBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as DBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms or is a State-funded procurement, this term refers to all of the MBE Firms (if State-funded) or DBE Firms (if federally-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE/DBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE/DBE Firms to increase the likelihood that the MBE/DBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE/DBE Firms and should include all reasonably identifiable work opportunities.

MBE/DBE Firms – For State-funded contracts, “MBE/DBE Firms” refers to certified **MBE** Firms. Certified MBE Firms can participate in the State's MBE Program. For federally-funded contracts, “MBE/DBE Firms” refers to certified **DBE** Firms. Certified DBE Firms can participate in the federal DBE Program.

II. Types of Actions MDOT will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE/DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/DBE subcontractors and suppliers, so as to facilitate MBE/DBE participation. The following is a list of types of actions MDOT will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE/DBE Goal(s). This list is

not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE/DBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE/DBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms or DBE Firms, whichever is appropriate, to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE/DBE Firms to increase the likelihood that the MBEDBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE/DBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE/DBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms or DBE Firms to Solicit

1. DBE Firms Identified in Procurements

(a) Certain procurements will include a list of the DBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified DBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those DBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE/DBE Directory to identify additional DBEs who may be available to perform the items of work, such as DBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE/DBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE/DBE Firms, bidders/offerors should reasonably identify the MBE Firms or DBE Firms, whichever is appropriate, that are available to perform the Identified Items of Work.

(b) Any MBE/DBE Firms identified as available by the bidder/offeror should be certified in the appropriate program (MBE for State-funded procurements or DBE for federally-funded procurements)

(c) Any MBE/DBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBE/DBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE/DBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE/DBE, and other requirements of the contract to assist MBE/DBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the DBEs listed in the procurement and any MBE/DBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE/DBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE/DBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible by the interested MBE/DBE.

4. Follow up on initial written solicitations by contacting DBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE/DBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE/DBE Firms could be informed of contracting and subcontracting opportunities;

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website; and

(c) effectively using the services of other organizations, as allowed on a case-by-case basis and authorized in the procurement, to provide assistance in the recruitment and placement of MBE/DBE Firms.

D. Negotiate With Interested MBE/DBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE/DBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE/DBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE/DBE Firms to perform the work.

2. A bidder/offeree using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE/DBE Firms is not in itself sufficient reason for a bidder's/offeree's failure to meet the contract DBE goal, as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE/DBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeree;

(b) the percentage difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeree;

(c) the percentage that the DBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE/DBE firms that the bidder/offeree solicited for that portion of the work;

(e) whether the work described in the MBE/DBE and Non-MBE/DBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the bidder/offeree for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeree may not use its price for self-performing work as a basis for rejecting a MBE/DBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received by the" bidder/offeree refers to the average of the quotes received from all subcontractors, except that there should be quotes from at least three subcontractors, and there must be at least one quote from a MBE/DBE and one quote from a Non-MBE/DBE.

7. A bidder/offeree shall not reject a MBE/DBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE/DBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeree concludes is not acceptable, the bidder/offeree must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeree also must document the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE/DBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE/DBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE/DBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeree:

1. made reasonable efforts to assist interested MBE/DBE Firms in obtaining the bonding, lines of credit, or insurance required by MDOT or the bidder/offeree; and

2. made reasonable efforts to assist interested MBE/DBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE/DBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE/DBE and Non-MBE/DBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE/DBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeror seeking a waiver of the MBE/DBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Form E, Part 2)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE/DBE Firms in order to increase the likelihood of achieving the stated MBE/DBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C (2)(a) through (e) and 49 C.F.R. Part 26, Appendix A. **(Complete Outreach Efforts Compliance Statement)**

2. A detailed statement of the efforts made to contact and negotiate with MBE/DBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE/DBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Form E, Part 3, and submit letters, fax cover sheets, emails, etc. documenting solicitations);** and

(b) a description of the information provided to MBE/DBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE/DBE Firms (Complete Good Faith Efforts Form E, Part 4)

1. For each MBE/DBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.

2. For each certified MBE/DBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE/DBE and Non-MBE/DBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE/DBE Firms contacted but found to be unavailable. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE/DBE contractor or a statement from the bidder/offeror that the MBE/DBE contractor refused to sign the Minority Contractor Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

ATTACHMENT 2 - MDOT MBE/DBE FORM E GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

Part 2 – Certification Regarding Good Faith Efforts and Documentation

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

PARTS 3, 4, AND 5 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.

I hereby request a waiver of (1) the Minority Business Enterprise (MBE) participation goal and/or subgoal(s), (2) the Disadvantaged Business Enterprise (DBE) participation goal, or (3) a portion of the pertinent MBE/DBE participation goal and/or MBE subgoal(s) for this procurement.¹ I affirm that I have reviewed the Good Faith Efforts Guidance MBE/DBE Form E. I further affirm under penalties of perjury that the contents of Parts 3, 4, and 5 of MDOT MBE/DBE Form E 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

¹ MBE participation goals and subgoals apply to State-funded procurements. DBE participation goals apply to federally-funded procurements. Federally-funded contracts do not have subgoals.

MDOT MBE/DBE FORM E
GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION
Part 3 – Identified Items of Work Bidder/Offeror Made Available to MBE/dBE
Firms

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

Identify those items of work that the bidder/offeror made available to MBE/DBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE/DBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder's/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE/DBE Firms, and the total percentage of the items of work identified for MBE/DBE participation equals or exceeds the percentage MBE/DBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE/DBE Firms, the bidder/offeror should make all of those items of work available to MBE/DBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE/DBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE/DBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
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	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

☐ Please check if Additional Sheets are attached.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

Part 4 – Identified MBE/DBE Firms and Record of Solicitations

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

Identify the MBE/DBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE/DBE participation. Include the name of the MBE/DBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE/DBE provided a quote, and whether the MBE/DBE is being used to meet the MBE/DBE participation goal. MBE/DBE Firms used to meet the participation goal must be included on the MBE/DBE Participation Schedule, Form B. Note: If the procurement includes a list of the MBE/DBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE/DBE Firms or explain why a specific MBE/DBE was not solicited. If the bidder/offeror identifies additional MBE/DBE Firms who may be available to perform Identified Items of Work, those additional MBE/DBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE/DBE Firms must be attached to this form. If the bidder/offeror used a Non-MBE/DBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE/DBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <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		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE/DBE <input type="checkbox"/> Used Non-MBE/DBE <input type="checkbox"/> Self-performing

Name of Identified MBE/DBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <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		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE/DBE <input type="checkbox"/> Used Non-MBE/DBE <input type="checkbox"/> Self-performing

☐ Please check if Additional Sheets are attached.

MDOT MBE/DBE FORM E GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

Part 5 – Additional Information Regarding Rejected MBE/DBE Quotes

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

This form must be completed if Part 3 indicates that a MBE/DBE quote was rejected because the bidder/offeror is using a Non-MBE/DBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE/DBE, and if applicable, state the name of the Non-MBE/DBE. Also include the names of all MBE/DBE and Non-MBE/DBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE/DBE (Include spec/section number from bid)	Self-performing or Using Non-MBE/DBE (Provide name)	Amount of Non-MBE/DBE Quote	Name of Other Firms who Provided Quotes & Whether MBE/DBE or Non-MBE/DBE	Amount Quoted	Indicate Reason Why MBE/DBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Describe Identified Items of Work Not Being Performed by MBE/DBE (Include spec/section number from bid)	Self-performing or Using Non-MBE/DBE (Provide name)	Amount of Non-MBE/DBE Quote	Name of Other Firms who Provided Quotes & Whether MBE/DBE or Non-MBE/DBE	Amount Quoted	Indicate Reason Why MBE/DBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

☐ Please check if Additional Sheets are attached.

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP #J02B4400035 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this _____ day of _____, 2015 by and between _____ (TO Contractor) and the STATE OF MARYLAND, State Highway Administration (SHA).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means the SHA, as identified in the CATS+ TORFP #J02B4400035.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals #J02B4400035, dated MONTH DAY, YEAR, including any addenda.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - d) “TO Procurement Officer” means Joseph Palechek. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e) “TO Agreement” means this signed TO Agreement between SHA and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or super-cede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP
 - c) Exhibit B – TO Technical Proposal
 - d) Exhibit C – TO Financial Proposal

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.
3. Time for Performance
- Unless terminated earlier as provided in the Master Contract, the 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 three (3) Year base and two (2) 1-year renewal options, commencing on the date of Notice to Proceed and terminating three years from Notice to Proceed unless option years are exercised.
4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$ _____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper 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 _____. 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, State Highway Administration

By: Director of Procurement

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 21.01.02.01 B (64) and includes a bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a 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)

**ATTACHMENT 5 LABOR CATEGORY PERSONNEL RESUME SUMMARY
(INSTRUCTIONS)**

- 1) For this solicitation,
 - a) Master Contractors shall propose a specific resource to fill every job title listed below. If allowed by the solicitation, one resource may be proposed to fill more than one job title. Failure to propose a resource for each job title identified as part of the TO Proposal will result in the TO Technical Proposal being deemed not acceptable for award.
 - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
 - c) Master Contractors shall propose a maximum of 1 resource per job title listed below.
 - d) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract will result in the entire TO Technical Proposal being deemed not susceptible for award.
- 2) Job Titles
 - a) Project Manager
 - b) Software Development Manager
 - c) CVIEW Support Manager
- 3) For each job title above, the Master Contractor shall complete one Attachment 5 form using the template provided. Alternate worksheets are not allowed.
- 4) Form Completion
 - a) Complete one Personnel Resume Summary (Attachment 5 Form LC1) per proposed person to present each proposed person's resume in a standard format.
 - b) Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5 FORM LC1 - LABOR CATEGORY PERSONNEL RESUME SUMMARY

CATS+ TORFP #J02B4400035

Instructions: Submit one resume form for each resource proposed in the TO Proposal. Do not submit other resume formats. Fill out each box as instructed. Do not enter "see resume" in this form. Failure to follow the instructions in the TORFP may result in the TO Proposal being considered not acceptable for award.

Candidate Name:	
Master Contractor:	<insert Master Contractor name>
Proposed CATS+ Labor	<proposed by Master Contractor>
Job Title (As listed in TORFP):	<as described in this TORFP>

Education / Training (start with latest degree / certificate)

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

Relevant Work Experience*

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use Employment History below for full employment history. Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)]	Description of Work
[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work

Employment History*

List employment history, starting with the most recent employment first. Enter dates as MM/YY – MM/YY. Add lines as needed.

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
MM/YY – MM/YY			

**ATTACHMENT 5 FORM LC1 - LABOR CATEGORY PERSONNEL RESUME SUMMARY
(CONTINUED)**

*Fill out each box. Do not enter “see resume” as a response.

A) References for Proposed Resource (if requested in the TORFP)

List persons the State may contact as employment references. Add lines as needed.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>
Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

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

Master Contractor Representative:

_____	_____	_____
Print Name	Signature	Date

Proposed Individual:

_____	_____
Signature	Date

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

**Maryland Department of Transportation Headquarters
7201 Corporate Center Drive
Hanover MD 21076
410-865-1000
Toll Free: 1-888-713-1414**

From the South

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Stoney Run. Take the ramp that veers to the right. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

From the North

From I-95 or BW Parkway take I-195 to MD 170 South to Stoney Run. Turn left at the light. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

Marc Train Service

Ride the Marc Penn Line Train from both the South and North and exit at the BWI Marc Train Station. When you exit the train follow directions to the crossover (tracks) and you will find an exit door on the second floor leading to a pedestrian bridge. This pedestrian bridge will carry you (1600 ft.) to MDOT

Light Rail Service

Ride the light rail from the North to the BWI Airport Station. There is shuttle service from the BWI Airport to BWI Marc Train Station. Take the crossover (tracks) and on the second floor there is an exit to the Pedestrian Bridge for MDOT. This pedestrian bridge will carry you (1600 ft.) to MDOT

PRE-PROPOSAL CONFERENCE SPECIFIC ATTENDANCE INFORMATION

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

CATS+ TORFP #J02B4400035

WEDNESDAY, FEBRUARY 4, 2015, AT 10:00 AM

7201 CORPORATE CENTER DRIVE,

HANOVER, MD 21076

Harry Hughes Conference Room, Ground Floor

- This Pre-Proposal Conference will address the procurement, review TORFP documents, and give Companies a chance to ask questions.
- You are asked to bring a copy of the complete TORFP and a Business Card to help facilitate the sign-in process.
- NOTE: Due to our new building security policy, all MDOT visitors must provide a valid driver's license in order to gain access to the building.
- RSVP by: Monday February 2, 2015, 2:00 p.m. local time
- Pre-Registration is required.
- Invitations are extended to your colleagues and business partners of your company (limit two (2) guests per company).
- Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend.

REGISTRATION FORM

Please complete the information below for all persons who plan to attend and email it to jpalechek@mdot.state.md.us OR fax it to 410-865-1388.

Name:	
Title:	
Company:	
Address:	
Email:	
Phone:	

NOTE:

DUE TO OUR NEW BUILDING SECURITY POLICY, ALL NON-STATE OF MARYLAND EMPLOYEES MUST PROVIDE A VALID DRIVER'S LICENSE NUMBER IN ORDER TO GAIN ACCESS TO THE BUILDING.

In order to assure adequate seating and other accommodations at the pre-proposal conference please complete and return the attached Registration Form (See above) **no later than Monday, February 4, 2015, 2:00 pm Local Time**. You may email your completed form to jpalechek@mdot.state.md.us or fax it to 410-865-1388.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): J02B4400035

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. _____ of _____ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone _____.

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

Sincerely,

TO Manager

Task Order Procurement Officer

Enclosures (2)

cc: Joseph Palechek

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: SHA – Application Software Support and maintenance for the Commercial Vehicle Information Exchange Window (CVIEW) System

TO Project Number (TORFP #):J02B3400035

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: TO Manager

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: State Highway Administration

TORFP Title: SHA – Application Software Support and maintenance for the Commercial Vehicle Information Exchange Window (CVIEW) System

TO Manager: TO Manager and Phone Number

To:

The following deliverable, as required by TO Project Number (TORFP #): #J02B3400035 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐

Is accepted as delivered.

☐

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (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 #J02B3400035 for SHA – Application Software Support and maintenance for the Commercial Vehicle Information Exchange Window (CVIEW) System. 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) materials provided in the reading room. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the 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 its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Manager SHA 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: _____

ATTACHMENT 11 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 State Highway 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 SHA – Application Software Support and maintenance for the Commercial Vehicle Information Exchange Window (CVIEW) System TORFP No.J02B3400035dated _____, (the "TORFP" issued under the Consulting and Technical Services 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 _____ (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 Master Contract 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:

This Agreement shall be governed by the laws of the State of Maryland;

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;

The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

State Highway Administration:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)
TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 12 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@maryland.gov 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)	
Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (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 <input type="checkbox"/> No <input type="checkbox"/> (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 Subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))	
Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (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 <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
B) Does the change management procedure include the following? <div style="margin-left: 40px;"> Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team) </div>	
C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)	
D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
Name of Contractor _____
Address _____
City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons (check all that apply):

- ☐ All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;
☐ All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
☐ All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

MERCURY CONTENT INFORMATION

☐ The product(s) offered do not contain mercury.

OR

☐ The product(s) offered do contain mercury.

(1) Describe the product or product component that contains mercury.

(2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

I ACKNOWLEDGE THAT this affidavit is to be furnished to the procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland;

(3) other states; and

(4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

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

_____ By: _____

Date

Signature

Print Name: _____

Authorized Representative and Affiant

**ATTACHMENT 15 STATE OF MARYLAND
VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)**

- V-1A Offeror Acknowledgement of Task Order VSBE Requirements
- V-1 (Parts 1 and 2) Veteran-Owned Small Business Enterprise Utilization Affidavit and VSBE Participation Schedule (Attachment KV-1) (must be submitted with bid or offer)
- V-2 VSBE Subcontractor Project Participation Statement (Attachment KV-2) (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- V-3 VSBE Prime Contractor Unpaid Invoice Report (Submitted monthly)
- V-4 VSBE Subcontractor Unpaid Invoice Report (Submitted monthly)

**TO CONTRACTOR VETERAN SMALL BUSINESS ENTERPRISE REPORTING
REQUIREMENTS**

These instructions provide guidance on the VSBE reporting requirements. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

- 1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the VSBE participation goal established for this TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's VSBE payment activity. Reporting forms V-3 (VSBE TO Contractor Unpaid Invoice Report) and V-4 (VSBE Subcontractor Unpaid Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form V-3 for each VSBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any VSBE payment activity for the reporting month.
- 3) The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form V-4. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form V-4 (upper right corner of the form) for the subcontractor the same as the Form V-4 was customized by the Contract Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
- 4) It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any VSBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's V-4 report only. Therefore, if

the subcontractor(s) do not submit their V-4 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form V-4. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager If, during the course of the TO, a new VSBE subcontractor is utilized.

ATTACHMENT 15-V1A
Master Contractor Acknowledgement of Task Order VSBE Requirements

This document shall be included with the submittal of the Offeror's response to the RFP. If Offeror fails to complete and submit this form with its response to the TORFP, the Procurement Officer shall determine that the Offeror's response to the TORFP is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to Solicitation No. R95R4400395, I affirm the following:

1. If I am awarded a TO Contract in response to this TORFP, I commit to making a good faith effort to achieve the VSBE goal established for this TORFP.

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

Offeror Name

Signature of Affiant

Printed Name, Title

Address

Date

**ATTACHMENT 15-V-1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE
UTILIZATION AFFIDAVIT AND PARTICIPATION SCHEDULE**

This document **MUST BE** included with the offer. If Offeror fails to complete and submit this form (Parts 1 and 2) with the offer, the procurement officer may determine that the offer is non-responsive or that the proposal is not reasonably susceptible of being selected for award.

Part 1 - Affidavit

In conjunction with the bid or proposal submitted in response to TORFP No. J02B4400035, I affirm the following:

1. ☐ I acknowledge and intend to meet the overall verified VSBE participation goal of 0%. Therefore, I will not be seeking a waiver.

OR

☐ I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07.

2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.

(a) Subcontractor Project Participation Statement

(b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the VSBE participation goal.

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

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

4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

**ATTACHMENT 15-V-1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE
UTILIZATION AFFIDAVIT AND PARTICIPATION SCHEDULE (CONT'D)**

Part 2 - VSBE Participation Schedule

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List information for each verified VSBE subcontractor on this project

Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	

Continue on a separate page, if needed

Total VSBE Participation _____ %

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

Bidder/ Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____

Title: _____

Date: _____

SUBMIT AS INSTRUCTED IN TORFP.

**ATTACHMENT 15-V-2 VSBE SUBCONTRACTOR PROJECT PARTICIPATION
STATEMENT**

Please complete and submit one form for each verified VSBE listed on Attachment KV-2 within 10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with
_____ (subcontractor) to provide services in connection with the solicitation
described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount
Name of Veteran-Owned Firm	
Work to be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

PRIME CONTRACTOR SIGNATURE

By: _____

Name, Title

Date

SUBCONTRACTOR SIGNATURE

By: _____

Name, Title

Date

ATTACHMENT 15-V-3 VSBE PRIME CONTRACTOR UNPAID INVOICE REPORT

In accordance with COMAR 21.11.13.09 and Section 1.13 of the TORFP, TO Contractors of Task Orders with VSBE requirements are required to monthly submit to the Contract Manager a report of all unpaid invoices received from VSBE Subcontractors that are older than 45 days. Submit one report for each VSBE contractor working on the Task Order.

Date: _____

Task Order Title: _____

Task Order Number: _____

Master Contractor Name: _____

Subcontractor Name: _____

Invoice Number	Invoice Date	Invoice Amount	Reason for Non-Payment

Master Contractor Signature _____

Date _____

ATTACHMENT 15-V-4 VSBE SUBCONTRACTOR UNPAID INVOICE REPORT

In accordance with COMAR 21.11.13.09 and Section 1.13 of the RFP, Subcontractors of Task Orders with VSBE requirements are required to monthly submit to the Contract Manager a report of all payments received from the prime contractor within 30 days as well as all outstanding invoices.

Date:

Task Order Title:

Task Order Number:

Subcontractor
Name:

Prime Contractor Name:

Payments:

Invoice Number	Payment Date	Payment Amount	Comments

Outstanding Invoices:

Invoice Number	Invoice Date	Invoice Amount	Comments

Subcontractor Signature

Date

ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

Authority: State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

List: The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- Providing goods or services of at least \$20 million in the energy sector of Iran; or
- For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

The Investment Activities in Iran list is located at: www.bpw.state.md.us

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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.

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 SAMPLE WORK ORDER

WORK ORDER		Work Order #	Contract #		
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.					
Purpose					
Statement of Work <u>Requirements:</u>					
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>					
Deliverables are subject to review and approval by SHA prior to payment. (Attach additional sheets if necessary)					
Start Date		End Date			
Cost					
Description for Task / Deliverables		Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.				\$	\$
2.				\$	\$
*Include WBS, schedule and response to requirements.		SHA shall pay an amount not to exceed			\$
TO Contractor			SHA Approval		
(Signature) TO Contractor Authorized Representative (Date)			(Signature) TO Manager (Date)		
POC		(Print Name)			
Telephone No.					
Email:					
		TO Manager		(Print Name)	
		Telephone No.			
		Email:			

ATTACHMENT 18 PERFORMANCE EVALUATION FORM

TORFP Title: SHA – Application Software Support and maintenance for the Commercial Vehicle
Information Exchange Window (CVIEW) System TORFP J02B3400035

Name of Contractor being evaluated: <insert name>

(The TO Contractor shall submit one Performance Evaluation Form for each employee as required)

Evaluation Month & Year:

Role (TORFP Section 2.X):

Labor Category:

TO Contractor Name:

TO Contractor Contact:

MSDE TO Manager:

SHA:

SHA

PROJECT PERSONNEL PERFORMANCE RATING*

The information below shall be completed by the TO Manager or Designee and returned to the TO Contractor

Performance Area	Satisfactory	Unsatisfactory
Attendance and Timeliness		
Work Productivity		
Work Quality		
Teamwork		
Communication		
Customer Service		

*Project Personnel must maintain a “Satisfactory” rating for each performance area. The TO Contractor shall take action to address any unsatisfactory rating. At the TO Manager’s discretion, employee performance may be rejected and payment withheld pending employee performance mitigation or employee substitution.

☐ Employee performance overall is accepted.

☐ Employee performance overall is rejected (for reasons indicated below).

REASON(S) FOR UNSATISFACTORY EMPLOYEE PERFORMANCE RATING/S:

OTHER COMMENTS:

Signature of Evaluator

Date

Signature of TO Contractor

Date

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

I hereby affirm that the _____ (Master Contractor) _____ has provided _____ (Agency) _____ with a summary of the security clearance results for all of the candidates that will be working on Task Order _____ (Title and Number) _____ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date

Must submit within 30 Days from Notice To Proceed

ATTACHMENT 20 CVIEW REQUIREMENTS MATRIX

Offeror's Instructions: The last column in the requirements table shall be used by the proposer to indicate whether its CVIEW achieves the requirement. The proposer shall mark each requirement in the following way:

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

Only for responses of "2" or "4," the Offeror shall use the row below the requirement to explain the modifications to its system that will be necessary to meet the requirement. No explanation is necessary for a response of "1" or "3".

A. General System Functional Requirements

Req #	Requirement	Offeror Capability
A1	GENERAL REQUIREMENTS	
A1.1	Vendor Hosted	
A1.1.1	The MD CVIEW shall be a vendor-hosted system accessed through a secure web/internet interface. The MD CVIEW shall be hosted by the vendor at a secure remote location which shall provide the electronic exchange of interstate and intrastate carrier and vehicle data between State legacy systems, users, and SAFER.	1 2 3
	<i>Offeror Response:</i>	
A1.1.2	The MD CVIEW shall be capable of storing and managing all credential and safety data (inspections, accidents, etc.), including operating authority data.	1 2 3
	<i>Offeror Response:</i>	
A1.1.3	The MD CVIEW shall be capable of receiving, processing, and outputting data in real-time and batch modes.	1 2 3
	<i>Offeror Response:</i>	
A1.1.4	The MD CVIEW shall be able to be used concurrently on the same computer with Aspen.	1 2 3
	<i>Offeror Response:</i>	
A1.1.5	The MD CVIEW shall support secure high speed broadband and dial-up web/internet based queries.	1 2 3
	<i>Offeror Response:</i>	

Req #	Requirement	Offeror Capability
A1.1.6	The CVIEW shall integrate and interface with Maryland State agencies and law enforcement personnel laptops and desktops. These units run Microsoft Windows XP, 7 or higher with Internet Explorer 9.0 web browser. Maryland State Police utilize cellular wireless data communication (T-Mobile, AT&T and Verizon) on Windows 7 or higher laptop computers in mobile enforcement units.	1 2 3
<i>Offeror Response:</i>		
A1.2	Compliance	
A1.2.1	The TO Contractor's Base CVIEW shall be certified as SAFER compliant (in accordance with documentation available from FMCSA).	1 2 3
<i>Offeror Response:</i>		
A1.2.2	The MD CVIEW shall be compliant with the most recent SAFER Interface Control Document (ICD). It shall remain compliant with the most recent SAFER ICD at all times the offeror is responsible for the maintenance and/or operation of the MD CVIEW.	1 2 3
<i>Offeror Response:</i>		
A1.2.3	The MD CVIEW shall be compliant with the most recent version of the CVISN and PRISM Architectural and operational requirements as defined by FMCSA at the time of deployment. It shall remain compliant the entire time the offeror is responsible for the maintenance and/or operation of the MD CVIEW.	1 2 3
<i>Offeror Response:</i>		
A1.2.4	The MD CVIEW shall be compliant with the most recent National ITS Architecture as defined by FHWA at the time of deployment.	1 2 3
<i>Offeror Response:</i>		
A1.2.5	The MD CVIEW shall be compliant with and support FMCSA CSA.	1 2 3
<i>Offeror Response:</i>		

B. Functional and Technical System Requirements

Req #	Requirement	Offeror Capability
B2	MD CVIEW DATA EXCHANGE WITH OTHER SYSTEMS	
B2.1	SAFER System Interaction	
B2.1.1	The MD CVIEW shall meet established Volpe data exchange requirements and receive certification for data transactions to and from SAFER.	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
B2.1.2	The MD CVIEW shall meet certification criteria established by Volpe to conduct all transactions with SAFER described in these requirements following the most current SAFER-CVIEW Interface Certification Process.	1 2 3
<i>Offeror Response:</i>		
B2.1.3	The MD CVIEW shall remain compliant at all times with the latest SAFER input, output and data quality rules as contained in the current SAFER Interface Control Document (ICD). If this document is superseded by an updated version of the re-certification standard during the course of the task of the MD CVIEW deliverable, the TO Contractor shall be obligated to obtain re-certification based on the latest version of this document.	1 2 3
<i>Offeror Response:</i>		
B2.1.4	The MD CVIEW shall be capable of exchanging all data elements as described in the current SAFER ICD with the SAFER system in XML format. The SAFER ICD can be obtained from the CVISN portal https://portal.fmcsa.dot.gov/login or by request from the FMCSA.	1 2 3
<i>Offeror Response:</i>		
B2.1.5	The MD CVIEW shall download all SAFER output update transactions on a frequency that can be configured as frequently as hourly. The default frequency shall be 24 hours. Authorized MD CVIEW users shall be able to configure the download frequency.	1 2 3
<i>Offeror Response:</i>		
B2.1.6	The MD CVIEW shall be capable of downloading all data needed from SAFER to create a new baseline when requested.	1 2 3
<i>Offeror Response:</i>		
B2.1.7	The MD CVIEW shall download the following SAFER update transactions (as defined by the most current SAFER ICD): <ul style="list-style-type: none"> - IFTA license information (T0025) - IRP account information (T0026) - IRP fleet information (T0027) - IRP vehicle information (T0028v3) - Vehicle inspection information (T0030) - MCMIS Safety and Census (T0031v1) - License and Insurance (T0032) 	1 2 3
<i>Offeror Response:</i>		
B2.1.8	The MD CVIEW shall transmit all Maryland legacy system data to SAFER accurately and in a timely manner [as soon as possible, and no more than twelve (12) hours, after the data is made available by the State legacy system].	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
B2.1.9	<p>The MD CVIEW shall upload the following transaction sets to SAFER when the data elements have changed based on current SAFER business rules:</p> <ul style="list-style-type: none"> - International Fuel Tax Agreement (T0019) - IRP Account (T0020) - IRP Fleet (T0021) - IRP Registration – Cab Card (T0022V3) <p>The MD CVIEW shall include all PRISM elements required in these transaction sets, including the safety carrier.</p>	1 2 3
<i>Offeror Response:</i>		
B2.1.10	<p>The MD CVIEW shall not update its database with incoming SAFER data if the corresponding existing MD CVIEW data is more current than the incoming data.</p>	1 2 3
<i>Offeror response:</i>		
B2.2	PRISM Interaction	
B2.2.1	<p>The MD CVIEW shall provide the ability to store and exchange all data necessary for performing all Performance and Registration Information Systems Management (PRISM) functions without additional modifications. Maryland is not currently in the PRISM program, but will join in 2015.</p>	1 2 3
<i>Offeror response:</i>		
B2.2.2	<p>The MD CVIEW shall provide the ability to download PRISM Target Files (as defined by the FMCSA PRISM System Specifications) on a nightly basis to support PRISM processes without additional modifications. To include:</p> <p>T0041P: PRISM Vehicle Target File.</p> <p>T0042P: PRISM Carrier Target File.</p>	1 2 3
<i>Offeror response:</i>		
B2.3	CDLIS Interaction	
<p>The MD CVIEW will provide access to CDLIS for officers with CDLIS privileges. The CDLIS information will be used by a variety of users, both roadside and deskside.</p>		
B2.3.1	<p>The MD CVIEW shall meet FMCSA data exchange requirements for pass-through to the MD CVIEW.</p>	1 2 3
<i>Offeror Response:</i>		
B2.3.2	<p>The MD CVIEW CDLIS interface shall use user input to generate queries that are directly submitted to CDLIS or submitted to Query Central, which will then direct the queries to CDLIS.</p>	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
B2.3.3	<p>The MD CVIEW shall provide MSP officers with CDLIS privileges a real-time interface with CDLIS to view through the MD CVIEW display windows the following CDLIS data:</p> <ul style="list-style-type: none"> - Driver's license status and classification - Driver traffic violation history - Driver endorsements and restrictions - Driver Failure to Appear violations 	1 2 3
<i>Offeror response:</i>		
B2.4	Maryland IFTA Interaction	
B2.4.1	The MD CVIEW shall be updated with IFTA data from the Maryland IFTA legacy system. See Attachment 22, IFTA Output to CVIEW.	1 2 3
<i>Offeror Response:</i>		
B2.4.2	The MD CVIEW shall not update a record in its database with incoming IFTA data if the corresponding existing MD CVIEW record is more current than the incoming data.	1 2 3
<i>Offeror response:</i>		
B2.5	Intrastate Registration Interaction	
The MD CVIEW will retrieve registration information for intrastate carriers from HVRS. The information will include the status of registrations for intrastate vehicles.		
B2.5.1	<p>The MD CVIEW shall interface with the existing HVRS legacy system output described below:</p> <p>The HVRS application is used by the Maryland Motor Vehicle Administration (MVA) to process the vehicle registrations of Maryland based intrastate motor carriers. There are approximately 127,000 heavy vehicles registered in Maryland. Maryland based carriers renew their registrations, add, delete and transfer vehicles, and request weight changes. The application runs on an IBM mainframe located at the MVA Headquarters and uses a DB2 database. The system currently generates a file once a week of changes in heavy vehicle (over 10,000 pounds) registration information; see Attachment 23 - HVRS to CVIEW.</p>	1 2 3
<i>Offeror Response:</i>		
B2.5.2	<p>The MD CVIEW shall retrieve from HVRS the commercial vehicle registration data for commercial vehicles registered in Maryland, including, but not limited to, the following data:</p> <ul style="list-style-type: none"> - Vehicle owner information - Commercial vehicle title number - Commercial vehicle registration information <p>The MD CVIEW shall retrieve updated registration data on a frequency that can be configured as at least nightly. The default frequency shall be weekly.</p> <p>The registration data to be available to the MD CVIEW is described in Attachment 23.</p>	1 2 3
<i>Offeror response:</i>		

Req #	Requirement	Offeror Capability
B2.5.3	The MD CVIEW shall not update a record in its database with incoming intrastate registration data if the corresponding existing MD CVIEW record is more current than the incoming data. <i>Offeror response:</i>	1 2 3
B2.6	Maryland IRP Interaction	
The MD CVIEW will be updated with IRP data from the MIRP system. The MD CVIEW will provide data to the MIRP system for PRISM enforcement.		
B2.6.1	The MD CVIEW shall provide to the MIRP system the requested data elements contained in SAFER Transaction Sets and the PRISM target files via web services using XML. The data exchange shall be on-demand. All PRISM target file data elements must be available to the MIRP system in real-time to allow the MIRP system the ability to perform PRISM checks during registration. This capability shall be provided upon Maryland's PRISM program deployment scheduled for 2015. <i>Offeror Response:</i>	1 2 3
B2.6.2	The MD CVIEW shall not update a record in its database with incoming IRP data if the corresponding existing MD CVIEW record is more current than the incoming data. <i>Offeror response:</i>	1 2 3
B2.7	Maryland Permitting Interaction	
The MD CVIEW will retrieve and store information on permits issued by the Automated Hauling Permit System (AHPS). These include oversize/overweight permits.		
B2.7.1	The MD CVIEW shall retrieve data regarding permits issued by AHPS including, but not limited to, the following data: <ul style="list-style-type: none"> - Last 6 digits of VIN - Permit type and Number - Permitted carrier - First and last valid dates of permit - Permitted oversize/overweight dimensions - Number of axles and maximum weight by axle group - Routing (if applicable) - Specific restrictions on permit (not the generic restrictions but any that are specific to this permit) - Trailer and Tractor description - Trailer and Tractor plates The AHPS Permit data to be available to the MD CVIEW is described in Attachment 21. <i>Offeror Response:</i>	1 2 3
B2.7.2	AHPS data in the MD CVIEW shall be updated no less than three times a day at 9AM, 1PM, and 5PM. <i>Offeror Response:</i>	1 2 3

Req #	Requirement	Offeror Capability
B2.7.3	The MD CVIEW shall not update a record in its database with incoming AHPS Permit data if the corresponding existing MD CVIEW record is more current than the incoming data. <i>Offeror Response:</i>	1 2 3
B2.7.4	The MD CVIEW shall be able to automatically purge AHPS permit data that is no longer valid. <i>Offeror Response:</i>	1 2 3
B2.7.5	Optional Feature: The MD CVIEW shall be able to retrieve and display an image of the permit as contained in the AHPS. <i>Offeror Response:</i> <i>* If 4 is selected, add cost for this feature to the Price Sheet in the designated location.</i>	1 2 3 4*
B2.8	Roadside Operations Interaction	
B2.8.1	The MD CVIEW shall have an interface to transmit data to roadside operations clients for electronic screening. <i>Offeror Response:</i>	1 2 3
B3	WEB INTERFACE	
B3.1	The MD CVIEW web interface shall be the sole means for user interaction with the MD CVIEW. A user shall not be required to use other interface or directly access the MD CVIEW database to achieve any functions described in these requirements. <i>Offeror Response:</i>	1 2 3
B3.2	The MD CVIEW windows shall be viewable on screen and not require horizontal scrolling to view the contents. The MD CVIEW windows shall minimize the need for vertical scrolling. <i>Offeror Response:</i>	1 2 3
B3.3	The MD CVIEW shall be compatible and fully functional in: - Microsoft IE 7, 8 and higher - Firefox 3 and higher <i>Offeror Response:</i>	1 2 3
B3.4	Optional Feature: The MD CVIEW is compatible and fully functional in: - Safari 2, 3 and higher - Google Chrome 1 and higher <i>Offeror Response:</i> <i>* If 4 is selected, add cost for this feature to the Price Sheet in the designated location.</i>	1 2 3 4*
B3.5	The MD CVIEW web interface shall tailor the display based on the security roles of the user. The user shall only see functionality and data the user is authorized to see. <i>Offeror Response:</i>	1 2 3

Req #	Requirement	Offeror Capability
B3.6	The MD CVIEW web interface shall be branded with the Maryland logo and name. The TO Contractor shall not brand the MD CVIEW with its corporate logo or name.	1 2 3
<i>Offeror Response:</i>		
B3.7	The MD CVIEW shall provide for and support a consistent GUI across all components and provide a common look and feel across all elements, including but not limited to: <ul style="list-style-type: none"> - Consistent function keys - Screen naming functions - Navigation patterns - Menus (as allowed for the user by security roles) 	1 2 3
<i>Offeror Response:</i>		
B3.8	The MD CVIEW shall be capable of displaying State and other specific data elements including appropriate visibility and facilities for add, change, and delete of role specific users as specified in B12 User Roles below. Each window display of specific information (such as IRP, IFTA, AHPS, SAFER, etc.) shall have a consistent display of the day, date and time the information was updated for that particular interface, and a placeholder for a phone number, contact name, and contact organization that can be updated by authorized users. This information will be used by law enforcement to request corrections to authoritative data sources that can then be modified accordingly at the source.	1 2 3
<i>Offeror Response:</i>		
B3.9	The MD CVIEW shall be able to access other input screens and modules without backing out of menus or menu paths.	1 2 3
<i>Offeror Response:</i>		
B3.10	The MD CVIEW shall provide for and support standard Microsoft Windows keyboard shortcuts for common functions such as copy and paste.	1 2 3
<i>Offeror Response:</i>		
B3.11	The MD CVIEW screens shall contain links to additional data screens based on specific data input.	1 2 3
<i>Offeror Response:</i>		
B3.12	The MD CVIEW shall contain certain fields with error-checking routines to provide the user with feedback in the cases of incorrect or mis-keyed information. Examples of fields that would be appropriate for error-checking include USDOT Numbers and VINs.	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
B3.13	The MD CVIEW shall include online help with a link from each page of the web interface. Online help shall be designed to provide the user with examples of how to use the page from which the user requested help.	1 2 3
<i>Offeror Response:</i>		
B3.14	The MD CVIEW shall provide a link to access an electronic version of the user manual while logged into the CVIEW. The electronic version of the manual shall be kept up to date by the TO Contractor to be current with MD CVIEW upgrades, changes and new functionality.	1 2 3
<i>Offeror Response:</i>		
B4	PASS/FAIL FLAG GENERATION	
The MD CVIEW shall be able to generate pass/fail flags for manual queries and system-to- system queries. It shall be able to generate vehicle and/or carrier flags given a vehicle or carrier identifier.		
B4.1	The MD CVIEW shall be able to generate pass/fail flags that can be passed to other systems through the MD CVIEW interfaces.	1 2 3
<i>Offeror Response:</i>		
B4.2	The MD CVIEW shall be able to generate pass/fail flags that can be displayed through the MD CVIEW query windows.	1 2 3
<i>Offeror Response:</i>		
B4.3	The MD CVIEW shall make pass/fail flags available to authorized users through the MD CVIEW query windows and through the MD CVIEW interfaces.	1 2 3
<i>Offeror Response:</i>		
B4.4	The MD CVIEW shall provide an interface that allows authorized users to create new types, or edit existing types, of pass/fail tests and give each test a unique name.	1 2 3
<i>Offeror Response:</i>		
B4.5	In the interface for creating or editing pass/fail flag types, the MD CVIEW shall describe each criterion that may be used, or it shall provide a link to information on another page that describes the criteria.	1 2 3
<i>Offeror Response:</i>		
B4.6	The MD CVIEW shall allow authorized users to select criteria to be included in a pass/fail flag type through a screen interface that is consistent with the look and feel of the MD CVIEW.	1 2 3
<i>Offeror Response:</i>		
B4.7	The MD CVIEW shall allow authorized users to set the thresholds or acceptable ranges for each selected criteria to be included in a pass/fail flag type through a screen interface that is consistent with the look and feel of the MD CVIEW.	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
B4.8	<p>The MD CVIEW Pass/Fail flag criteria shall include, at a minimum:</p> <ul style="list-style-type: none"> - Verification that IRP registration is current based on registration issue date, expiration date and status. - Verification that Maryland is a valid operating jurisdiction on apportioned or intrastate registration. - Verification that IFTA status is current. - Notification if carrier is on the list of Motor Carrier Safety Improvement Program (MCSIP) carriers. - Verification that safety score is within a user-defined range (score types include ISS/2, SafeStat and CSA) - Verification that the vehicle OOS rate is within a user-defined range for the last fifteen months. - Indication of whether or not the vehicle is a PRISM target vehicle. - Indication of whether or not the carrier is a PRISM targeted carrier. - Verification that the CSA 7 BASICS are within the state's configurable acceptable criteria. - Verification of the vehicle's insurance status and levels. - Verification that the vehicle has the proper permitting for its trip. 	1 2 3
<i>Offeror Response:</i>		
B4.9	<p>The MD CVIEW shall run pass/fail queries based on the identifier provided. For example, given a license plate or VIN shall result in a query of the vehicle and the carrier responsible for its safe operation. Given a USDOT Number, the MD CVIEW shall perform carrier-level queries.</p>	1 2 3
<i>Offeror Response:</i>		
B4.10	<p>The MD CVIEW shall provide a "Hot List" capability to flag specific carriers and/or specific vehicles for enforcement follow-up. This shall include the capability to flag all carriers and/or all vehicles meeting a certain criteria, e.g., hazardous materials transporter. The system shall provide at least ten (10) additional placeholders for other hot list criteria that will be identified in the future with law enforcement and other personnel.</p>	1 2 3
<i>Offeror Response:</i>		
B4.11	<p>Future Capability: The MD CVIEW shall provide additional "Hot List" capabilities to flag specific carriers and/or specific vehicles for enforcement follow-up on criteria (data) not previously available, such as overdue citations, Amber Alerts, BOLOs, etc.</p>	1 2 3 4*
<i>Offeror Response:</i>		
<i>* If 4 is selected, add cost for this feature to the Price Sheet in the designated location.</i>		
B5	MANUAL QUERY	
B5.1	<p>The MD CVIEW shall allow authorized users the ability to configure manual query data views based on user roles.</p>	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
B5.2	The MD CVIEW shall provide a web-based interface that allows authorized users at the roadside and deskside to query and review up-to-date carrier, vehicle and driver information. Responses to the queries shall be provided to users via the web interface.	1 2 3
<i>Offeror Response:</i>		
B5.3	The MD CVIEW shall provide links or tabs to the various query types such that all manual queries as described in these requirements are accessible from a single page in the web interface. The exception shall be for queries described as situations where the authorized user may seek additional information after an initial query.	1 2 3
<i>Offeror Response:</i>		
B5.4	<p>The MD CVIEW shall provide a query for authorized users to look up a carrier by entering any of the following:</p> <ul style="list-style-type: none"> - A USDOT number - License plate number and issuing state (jurisdiction) - VIN or partial VIN (last 6 digits) - Carrier Name - Tax ID Number (TIN) - MC Number - Permit Number <p>In the case of a carrier name, the MD CVIEW shall be able to auto suggest likely carrier names once the user has begun to enter the carrier name. The user shall be able to select from the range of auto suggested names for the query.</p> <p>The MD CVIEW shall also allow for a “wildcard” search on names, searching on a partial name and providing all carriers with a similar “sounding” name, or whose name includes the partial name. The user shall be able to select from the range of suggested names for the query.</p> <p>Carrier name searches shall include the “Doing Business As” names for a carrier.</p>	1 2 3
<i>Offeror Response:</i>		
B5.5	The MD CVIEW shall automatically identify the USDOT Number of the carrier responsible for the safety of a vehicle when the user enters a license plate or VIN as the identifier. This capability shall exist at deployment although the field may be blank for Maryland registered carriers until MIRP begins capturing this data as part of PRISM deployment.	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
B5.6	<p>The MD CVIEW shall respond to carrier queries by providing:</p> <ul style="list-style-type: none"> - Carrier name and contact information. - All relevant pass/fail flags, highlighted as either pass or fail as defined in the Pass/Fail Flag Requirements and configured by the State. - Links to view the data used to determine the pass/fail flags - On linked pages containing pass/fail flag data elements, highlight any individual elements that resulted in a fail. - Links to view additional information on the carrier, including carrier demographic data, safety, inspection, credential, permitting, License and Insurance and other data that is available in the MD CVIEW and specific to the carrier. - Notes regarding the carrier as entered by other authorized MD CVIEW users. 	1 2 3
<i>Offeror Response:</i>		
B5.7	<p>The MD CVIEW shall allow users to “drill-down” to more information about a carrier from a pass/fail flag. The “drill-down” shall provide more detailed information to explain the reason for the pass or fail flag.</p>	1 2 3
<i>Offeror Response:</i>		
B5.8	<p>The MD CVIEW shall provide a query for authorized users to look up the status of a vehicle by entering any of the following:</p> <ul style="list-style-type: none"> - License plate number and issuing state - Vehicle Identification Number (VIN) or partial VIN 	1 2 3
<i>Offeror Response:</i>		
B5.9	<p>The MD CVIEW shall respond to vehicle queries by providing:</p> <ul style="list-style-type: none"> - Carrier name and contact information. - Vehicle cab card and registration information. - All relevant pass/fail flags, highlighted as either pass or fail as defined in the Pass/Fail Flag Requirements and configured by the State. - Links to view the data used to determine the pass/fail flags - On linked pages containing pass/fail flag data elements, highlight any individual elements that resulted in a fail. - Links to view additional information on the vehicle, including vehicle demographic data, safety, inspection, credential, permitting, License and Insurance, PRISM and other state- specific data available in the MD CVIEW. - Notes regarding the vehicle as entered by other authorized MD CVIEW users. 	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
B5.10	The MD CVIEW shall use the USDOT Number for the carrier responsible for safety of a vehicle for all safety factors. If a USDOT Number for the carrier responsible for safety is not available, the MD CVIEW shall use the licensee's USDOT Number to determine the applicable safety factors.	1 2 3
<i>Offeror Response:</i>		
B5.11	The MD CVIEW shall use the vehicle's IRP licensee's USDOT Number for the licensee for queries on credential factors.	1 2 3
<i>Offeror Response:</i>		
B5.12	The MD CVIEW shall provide a query for authorized users to look up all vehicles and their registration data assigned to a specific IRP account.	1 2 3
<i>Offeror Response:</i>		
B5.13	The MD CVIEW shall respond to queries to look up all vehicles and registration data associated with a specific IRP account by providing the following to the user: <ul style="list-style-type: none"> - Carrier name and contact information. - Each Vehicle's VIN and registrant contact information. - Link to each vehicle's specific CVIEW data as described in Requirement B5.9. 	1 2 3
<i>Offeror Response:</i>		
B5.14	The MD CVIEW shall provide a query for authorized users to look up the federal Out of Service (OOS) status for carriers.	1 2 3
<i>Offeror Response:</i>		
B5.15	The MD CVIEW shall respond to queries for carrier federal OOS status by informing the user whether there is an OOS order for the carrier.	1 2 3
<i>Offeror Response:</i>		
B5.16	The MD CVIEW shall provide a query for authorized users to look up registration record details when queried using: <ul style="list-style-type: none"> - A registrant USDOT Number. - A registrant carrier name. 	1 2 3
<i>Offeror Response:</i>		
B5.17	The MD CVIEW shall respond to queries for carrier registrant information by providing the following to the user: <ul style="list-style-type: none"> - Registrant name and contact information. - Registration details for the carrier, including the USDOT Number of the carrier responsible for safety (when available). 	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
B5.18	The MD CVIEW shall provide the authorized users a list of AHPS permits related to any USDOT Number. The list shall be linkable and the user may click any permit to view additional data related to that permit that is stored in the MD CVIEW. Selection of a specific permit will also enable the user to view an image of the full permit, if desired.	1 2 3
<i>Offeror Response:</i>		
B5.19	The MD CVIEW shall provide a query for authorized users to look up permit data when queried using a specific permit number.	1 2 3
<i>Offeror Response:</i>		
B5.20	The MD CVIEW shall provide a query to authorized users to look up driver information when queried using: <ul style="list-style-type: none"> - Driver name and birthdate. - Driver Social Security Number. - Driver license number and issuing state. 	1 2 3
<i>Offeror Response:</i>		
B5.21	The MD CVIEW shall respond to driver information queries, through its interface with CDLIS, by providing driver data, including but not limited to: <ul style="list-style-type: none"> - Driver's license status and classification. - Driver traffic violation history. - Driver endorsements and restrictions. - Driver convictions. 	1 2 3
<i>Offeror Response:</i>		
B5.22	The MD CVIEW shall associate the IRP Vehicle Status Code with the vehicle when vehicle status is requested.	1 2 3
<i>Offeror Response:</i>		
B5.23	The MD CVIEW shall automatically distinguish interstate and intrastate vehicles and carriers and perform the queries appropriate to interstate or intrastate.	1 2 3
<i>Offeror Response:</i>		
B5.24	The MD CVIEW shall provide a pop-up window which notifies the user there are no results that match the search criteria (for queries for which there is no match).	1 2 3
<i>Offeror Response:</i>		
B5.25	The MD CVIEW shall perform a vehicle search [by license plate number (with or without jurisdiction), VIN, TIN, or the USDOT #] from any screen in the MD CVIEW.	1 2 3
<i>Offeror Response:</i>		
B5.26	The MD CVIEW jurisdiction of the plate value shall default to Maryland if this value is not entered/selected during the query.	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
B5.27	The MD CVIEW shall provide a query of all jurisdictions by the selection of "All."	1 2 3
	Offeror Response:	
B5.28	Query results shall display the source of the displayed data.	1 2 3
	Offeror Response:	
B5.29	Optional Feature: The MD CVEIW shall provide capability to run an ad hoc web services query to SAFER data to compare results with current data contained in the MD CVIEW.	1 2 3 4*
	Offeror Response:	
	<i>* If 4 is selected, add cost for this feature to the Price Sheet in the designated location.</i>	
B6	SYSTEM TO SYSTEM QUERIES	
B6.1	The MD CVIEW shall respond to queries from Maryland's IRP system based on input of USDOT Number or Tax Identification Number (TIN).	1 2 3
	Offeror Response:	
B6.2	The MD CVIEW shall respond to queries from the MIRP system by providing data that supports the PRISM Process in credentialing, including, but not limited to: <ul style="list-style-type: none"> - MCS-150 Step status. - Safety status of the carrier. - Federal OOS order by VIN. 	1 2 3
	Offeror Response:	
B6.3	The MD CVIEW shall be able to identify the user access privileges when the requesting user is identified as part of an automated query. The MD CVIEW shall respond with data limited to that allowed by the user's access privileges. For example, an officer with CDLIS authority may receive CDLIS data in the MD CVIEW, while a user without CDLIS authority may not.	1 2 3
	Offeror Response:	
B6.4	The MD CVIEW shall have a consistent, defined method to allow future systems to query the MD CVIEW and receive responses.	1 2 3
	Offeror Response:	
B7	REPORTING	
B7.1	The MD CVIEW shall be able to generate reports for MD SHA staff to be used for analysis, review, planning and enforcement. TO Contractor shall describe in detail, with examples, in their proposal what will be provided for: <ul style="list-style-type: none"> • Audit report(s) of system activity. • Web based menu of standard reports. • Ad hoc report generation capability for authorized users to create one time or recurring reports to support data quality, program management, and other specialized information needs. 	1 2 3
	Offeror Response:	

Req #	Requirement	Offeror Capability
B7.2	The MD CVIEW shall limit access to different types of reports by user role. Access to each report type shall be configurable for security roles and individual users.	1 2 3
	<i>Offeror Response:</i>	
B7.3	The MD CVIEW shall be able to display reports in tabular onscreen display through the web interface.	1 2 3
	<i>Offeror Response:</i>	
B7.4	<u>Optional Feature:</u> The MD CVIEW is able to display report data graphically.	1 2 3 4*
	<i>Offeror Response:</i> * If 4 is selected, add cost for this feature to the Price Sheet in the designated location.	
B7.5	The MD CVIEW shall be able to generate standard reports, including but not limited to: <ul style="list-style-type: none"> - Number of pass/fail queries performed by the MD CVIEW by flag type. - Number of passes and fails by flag type determined by the MD CVIEW. - Number of failures, by failure reason, by flag type, determined by the MD CVIEW. For each of these reports, the MD CVIEW shall allow the user to define the time period for which the data is reported.	1 2 3
	<i>Offeror Response:</i>	
B7.6	The MD CVIEW shall be able to generate a report listing all current notes entered by authorized users. The report shall include, but is not limited to: <ul style="list-style-type: none"> - Content of the note - Entry date - Expiration date - User who entered the note 	1 2 3
	<i>Offeror Response:</i>	
B7.7	The MD CVIEW shall be able to print reports to any printer connected to the user's workstation as directed by the user. Printers include those directly connected to the user workstation and printers available over wireless and Ethernet networks.	1 2 3
	<i>Offeror Response:</i>	
B7.8	The MD CVIEW shall allow authorized users to schedule the automated generation of standard reports and allow those reports to be e-mailed to the user.	1 2 3
	<i>Offeror Response:</i>	
B7.9	The MD CVIEW shall allow authorized users to export selected data elements in a format that can be imported into Microsoft Excel. The MD CVIEW shall provide an interface to allow authorized users to select the timeframe and data elements to export, and identify the location the exported file shall be placed.	1 2 3
	<i>Offeror Response:</i>	

Req #	Requirement	Offeror Capability
B7.10	The MD CVIEW shall allow authorized users to create additional standard ad hoc reports by using an interface to select data elements and criteria for the report. <i>Offeror Response:</i>	1 2 3
B7.11	The MD CVIEW shall provide each user with a list of the standard reports that are available to the user. <i>Offeror Response:</i>	1 2 3
B8	OFFICER NOTES	
B8.1	The MD CVIEW shall allow an authorized user to enter text notes that are tied to specific vehicles or carriers. The user may flag the note with a level of priority. The user shall also be required to enter an expiration date upon which the note shall expire. Expired notes will no longer be displayed. The MD CVIEW shall allow multiple notes associated with a vehicle or carrier. <i>Offeror Response:</i>	1 2 3
B8.2	The MD CVIEW shall log all notes entered into the MD CVIEW. The log shall include the note, the related carrier or vehicle, the note creation date, expiration data and the authorized user who created the note. <i>Offeror Response:</i>	1 2 3
B8.3	The MD CVIEW shall allow authorized users to view any notes related to a vehicle or carrier that is being queried. <i>Offeror Response:</i>	1 2 3
B9	AUDIT TRAILS	
B9.1	The MD CVIEW shall create audit trails of all authorized user login and logout times. <i>Offeror Response:</i>	1 2 3
B9.2	The MD CVIEW shall create audit trails of any pass/fail flag creation, deletion or change. The trail shall include, but is not limited to: <ul style="list-style-type: none"> - User who made changes - Time of changes - Changes made to pass/fail flags <i>Offeror Response:</i>	1 2 3
B9.3	The MD CVIEW shall create audit trails of user account activity, including accounts created, deleted, change in roles or suspended. The trail shall include, but is not limited to: <ul style="list-style-type: none"> - User who made account changes - Time of changes - Type of changes made - Reasons for changes <i>Offeror Response:</i>	1 2 3

Req #	Requirement	Offeror Capability
B9.4	<p>The MD CVIEW shall create audit trails of all application errors. The trail shall include at a minimum:</p> <ul style="list-style-type: none"> - User that received the error - Description of the error - The component or module of the MD CVIEW where the error occurred - Time of the error 	1 2 3
<i>Offeror Response:</i>		
B9.5	<p>The solution shall keep a log of IP addresses, times and violation types for all attempted security violations, including but not limited to:</p> <ul style="list-style-type: none"> - Denial of Service attacks - Repeated failed log-ins - Attempts to insert malicious code 	1 2 3
<i>Offeror Response:</i>		
B10	SYSTEM SECURITY	
B10.1	The MD CVIEW shall grant access to functionality by roles.	1 2 3
<i>Offeror Response:</i>		
B10.2	The MD CVIEW shall require a unique username and password to be created for each user. Access to the user account shall only be granted to a user that correctly enters the username and password combination.	1 2 3
<i>Offeror Response:</i>		
B10.3	The MD CVIEW shall require each user to enter a unique username and password to access the system.	1 2 3
<i>Offeror Response:</i>		
B10.4	The MD CVIEW shall require authentication from other systems it interfaces with before data can be exchanged.	1 2 3
<i>Offeror Response:</i>		
B10.5	The MD CVIEW shall allow authorized users to create user accounts, including but not limited to assigning user names and passwords.	1 2 3
<i>Offeror Response:</i>		
B10.6	The MD CVIEW shall have the ability to allow users to reset a forgotten password.	1 2 3
<i>Offeror Response:</i>		
B10.7	The MD CVIEW shall allow users to change their own passwords.	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
B10.8	The MD CVIEW shall be able to timeout a user after a predetermined period of inactivity. (Inactivity is defined as no interaction with the web interface.)	1 2 3
	<i>Offeror Response:</i>	
B10.9	The MD CVIEW shall be able to suspend a user account after a configurable number of failed login attempts.	1 2 3
	<i>Offeror Response:</i>	
B10.10	The MD CVIEW shall provide security authentication and authorization mechanisms including, but not limited to: <ul style="list-style-type: none"> - An authentication framework that secures both web based access and web services. - A web service authentication utilizing same authentication scheme, but extended for web services. 	1 2 3
	<i>Offeror Response:</i>	
B10.11	The MD CVIEW shall have the ability to use secure FTP to accommodate file transfers.	1 2 3
	<i>Offeror Response:</i>	
B10.12	The MD CVIEW shall have the ability for authorized administrative users to invoke a secure and strict password policy including but not limited to passwords that must contain uppercase, lowercase, numbers, and special characters, etc.	1 2 3
	<i>Offeror Response:</i>	
B10.13	Data exchanges between the MD CVIEW and external systems shall be secure. Data exchanges include responses to manual queries. Secure data exchange protocols include SSL, SFTP and data encryption.	1 2 3
	<i>Offeror Response:</i>	
B10.14	The MD CVIEW shall allow for single sign-on for all functionality. For example, the MD CVIEW shall have the capability to allow a user to maintain user IDs and password for CDLIS query authority within the MD CVIEW user account. The MD CVIEW user account shall allow MD CVIEW manual queries and CDLIS queries.	1 2 3
	<i>Offeror Response:</i>	
B10.15	The MD CVIEW shall be secure from unauthorized modification of data and other system entities.	1 2 3
	<i>Offeror Response:</i>	
B11	BACKUP / DISASTER RECOVERY	
B11.1	The MD CVIEW shall be able to perform "rollback" recovery in order to capture data transactions that did not complete successfully.	1 2 3
	<i>Offeror Response:</i>	

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

Req #	Requirement	Offeror Capability
B12.3	The MD CVIEW shall provide authorized users with an interface to manage the access to MD CVIEW functions for existing and new users.	1 2 3
<i>Offeror Response:</i>		
B12.4	The MD CVIEW shall be capable of the creation of up to 1000 active user accounts.	1 2 3
<i>Offeror Response:</i>		

C. Vendor Requirements

Req #	Requirement	Offeror Capability
C1	DATA	
C1.1	The TO Contractor shall perform initial data load from SAFER.	1 2 3
<i>Offeror Response:</i>		
C1.2	The TO Contractor shall perform initial data load from State IRP system (MIRP). There are approximately 24,000 IRP registered vehicles based in Maryland.	1 2 3
<i>Offeror Response:</i>		
C1.3	The TO Contractor shall perform initial data load of Heavy Vehicle Registration data. There are approximately 127,000 heavy vehicles registered in Maryland.	1 2 3
<i>Offeror Response:</i>		
C1.4	The TO Contractor shall perform initial data load of International Fuel Tax Agreement (IFTA) data.	1 2 3
<i>Offeror Response:</i>		
C1.5	The TO Contractor shall perform initial data load of Automated Hauling Permit System (AHPS) data.	1 2 3
<i>Offeror Response:</i>		
C1.6	The TO Contractor shall be responsible for ensuring that all existing Maryland CVIEW legacy system data is transmitted to, and incorporated into the SAFER database.	1 2 3
<i>Offeror Response:</i>		
C1.7	The TO Contractor's disaster recovery approach and environment shall enable restoration of operations from the loss of processing capability within a time limit not to exceed five (5) business days.	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
C1.8	The TO Contractor shall be able to restore the MD CVIEW after a crash or other catastrophic event, including but not limited to, vandalism and hacking, within two hours of being notified.	1 2 3
Offeror Response:		
C2	SAFER System Interaction	
C2.1	The TO Contractor shall coordinate with Volpe to establish the required data exchange and receive certification for data transactions to and from SAFER and the MD CVIEW.	1 2 3
Offeror Response:		
C2.2	The TO Contractor shall provide detailed system and facility security measures for MD CVIEW operation.	1 2 3
Offeror Response:		
C2.3	The TO Contractor shall provide system configuration management for the MD CVIEW.	1 2 3
Offeror Response:		
C2.4	The TO Contractor shall describe in detail what, if any, capabilities they propose for communications, network, hardware, software, applications, and redundancy.	1 2 3
Offeror Response:		
C3	Maryland IFTA Interaction	
The MD CVIEW will be updated with IFTA data from the Maryland IFTA legacy system. See Attachment 22, IFTA Output to CVIEW.		
C3.1	The TO Contractor shall coordinate with the Maryland Comptroller's office and the vendor AudaExplore to establish the required data exchange with the IFTA system.	1 2 3
Offeror Response:		
C3.2	<p>The TO Contractor shall work with the Maryland Comptroller's office and the vendor AudaExplore system administrator to facilitate their providing to the MD CVIEW updated IFTA data described by the SAFER Transaction Set T0019 (International Fuel Tax Agreement). The MD CVIEW shall retrieve the IFTA data on a configurable frequency that can be configured as at least nightly.</p> <p>The TO Contractor shall work with the Maryland Comptroller's office and the vendor AudaExplore to establish data extract formats.</p>	1 2 3
Offeror Response:		
C3.3	The TO Contractor shall coordinate with the Maryland Comptroller's office and the vendor AudaExplore to develop, test, and maintain the interface between CVIEW and the IFTA system as related to both CVISN and PRISM functionality.	1 2 3
Offeror response:		

Req #	Requirement	Offeror Capability
C4	Intrastate Registration Interaction	
C4.1	The TO Contractor shall coordinate with HVRS to establish the required data exchange with the state registration system.	1 2 3
	<i>Offeror Response:</i>	
C5	Maryland IRP Interaction	
The MD CVIEW will be updated with IRP data from the MIRP system. The MD CVIEW will provide data to the MIRP system for PRISM enforcement.		
C5.1	The TO Contractor shall work with the MIRP data extract formats. If required, TO Contractor shall reformat IRP data records from MIRP into the format acceptable for upload to SAFER for the Transaction Sets: IRP Account (T0020); IRP Fleet (T0021); and IRP Registration – Cab Card (T0022V3). The MD CVIEW shall retrieve the IRP data on a configurable frequency and at a minimum of every 24 hours.	1 2 3
	<i>Offeror Response:</i>	
C5.2	The TO Contractor shall coordinate with the MIRP to develop, test, and maintain the interface between CVIEW and the MIRP system as related to both CVISN and PRISM functionality.	1 2 3
	<i>Offeror response:</i>	
C5.3	<p>The TO Contractor shall implement the CVIEW legacy system interface using the existing legacy system output described below:</p> <p>MIRP – (Maryland International Registration Program). This application is used by the Maryland Motor Vehicle Administration; Motor Carrier Section to process the vehicle registrations of Maryland based interstate motor carriers. There are approximately 24,000 IRP registered vehicles based in Maryland. Maryland based carriers renew their registrations, add, delete and transfer vehicles, request weight changes, and add jurisdictions. When changes are made to any interstate vehicle in MIRP, the data is sent to CVIEW via a flat file (see Attachment 24 - MIRP Output to CVIEW) that is generated by MIRP at the end of each business day. The flat file is then transported via FTP to the Maryland CVIEW where it is processed through an LSI and the interstate information is then updated on the CVIEW and ultimately SAFER and the Roadside Operations Computer (ROC).</p> <p>MIRP was developed and is maintained using Oracle Forms Builder and Reports Builder 10gR2. For the most part, the system is coded in Oracle PL/SQL (programming language) with PL/SQL components resident in both the Oracle Forms and the Oracle database. The compiled MIRP Oracle Forms and Reports are executed using Oracle Application Server 10gR2 with the data, stored procedures and other database related objects stored in an Oracle 10gR2 (10.2.0.4) database (soon to be upgraded to Oracle Database 11gR2) running on a Windows 2003 Server. The client workstations interface with the Application Server via the MDOT network. Likewise, the Application Server interfaces with the Database on the same network.</p>	1 2 3
	<i>Offeror Response:</i>	

Req #	Requirement	Offeror Capability
C6	Maryland Permitting Interaction	
The MD CVIEW will retrieve and store information on permits issued by the Automated Hauling Permit System (AHPS). These include oversize/overweight permits.		
C6.1	The TO Contractor shall coordinate with the AHPS to establish the required data exchange with the AHPS Permitting System.	1 2 3
<i>Offeror Response:</i>		
C7	REPORTING	
C7.1	<p>The TO Contractor shall generate standard transaction reports on a daily basis that indicate data output and exchange with other systems as scheduled. This data will be reported monthly, via email, to the MD SHA designee no later than the 5th business day of the month following the prior month's end. The transaction reports include, but are not limited to:</p> <ul style="list-style-type: none"> - Transaction sets output or exchanged. - Date/Time of output or exchange. - Number of records successfully output or exchanged. - Data output error/failure information. - Corrective actions taken to address any data errors/failures. - Location of output or exchanged data. <p>MD SHA may change the report frequency to bi-weekly upon request to TO Contractor.</p> <p>Any major data errors/issues shall be reported to MD SHA the next business day following the day TO Contractor became aware of the errors/issues.</p>	1 2 3
<i>Offeror Response:</i>		
C7.2	The TO Contractor shall meet with MD SHA staff prior to installation to identify additional standard reports not identified in these requirements and add them to the MD CVIEW standard reports.	1 2 3
<i>Offeror Response:</i>		
C8	MD CVIEW SUPPORT	
C8.1	The TO Contractor shall provide support services as contained in Section 2.6.2.2 Support Services.	1 2 3
<i>Offeror Response:</i>		
C8.2	The TO Contractor shall provide, maintain, and support all hardware, software, and communications facilities necessary for the operation of the MD CVIEW.	1 2 3
<i>Offeror Response:</i>		
C8.3	The TO Contractor shall, after State approval, maintain all commercial off the shelf software at release levels supported by the product manufacturer. State to provide client hardware and internet access.	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
C8.4	<p>The TO Contractor shall maintain a version no more than twelve months old of the following in escrow for the State of Maryland:</p> <ul style="list-style-type: none"> - A compiled executable copy of MD CVIEW source code - System utilities - Web interface - Other data required for full operation and successful data exchange of the MD CVIEW <p>Should the TO Contractor stop supporting the MD CVIEW, the above shall be turned over to the State of Maryland at no additional cost.</p>	1 2 3
<i>Offeror Response:</i>		
C8.5	<p>The TO Contractor shall ensure that all MD CVIEW interfaces are maintained in working order, including maintenance and updates to stay compatible and interoperable with the most recent federal CVISN requirements and the systems with which it interfaces.</p>	1 2 3
<i>Offeror Response:</i>		
C8.6	<p>The TO Contractor shall provide two weeks advanced written notice for all scheduled maintenance.</p>	1 2 3
<i>Offeror Response:</i>		
C8.7	<p>The TO Contractor shall provide system administrator services (user account management) for MD CVIEW users.</p>	1 2 3
<i>Offeror Response:</i>		
C9	MD CVIEW TRAINING	
C9.1	<p>The TO Contractor shall develop a training schedule to be approved by MD SHA. Training shall cover all user groups and be conducted at State facilities. Training shall be provided to 15 CVISN user staff on the daily use of the system in conjunction with the MD CVIEW deployment. Training may be required to take place outside normal business hours to accommodate work schedules.</p>	1 2 3
<i>Offeror Response:</i>		
C9.2	<p>The TO Contractor shall produce all training materials and shall provide a performance based training program. "Performance based" means that each trainee will have to demonstrate satisfactory system proficiency.</p>	1 2 3
<i>Offeror Response:</i>		
C9.3	<p>The TO Contractor shall provide hard copies of training materials to all attendees of training sessions, and reproducible electronic copies to MD SHA.</p>	1 2 3
<i>Offeror Response:</i>		
C9.4	<p>The TO Contractor shall provide ongoing training when the system changes in ways that impact user interaction or functionality with the MD CVIEW. Ongoing training after initial training may be done through "webinar" or recorded training.</p>	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
C9.5	The TO Contractor shall provide a user manual that documents how to use all functionality of the system in electronic format. The manual shall be in sections such that it can be reproduced in whole or in part for different user types. The user manual shall be kept up to date by the TO Contractor to be current with MD CVIEW upgrades, changes and new functionality.	1 2 3
<i>Offeror Response:</i>		
C9.6	The Contractor shall provide a Systems Administration Manual and corresponding training materials, documenting: <ul style="list-style-type: none"> - The configuration and topology of hardware and software - Program functions and operations - Database structure and data dictionary - Any maintenance measures that should be taken and the schedule on which they should occur The Systems Administration Manual should be appropriate to the role of MD SHA. The TO Contractor shall keep the Manual updated to be current with the most recent changes and upgrades to the MD CVIEW.	1 2 3
<i>Offeror Response:</i>		
C10	MD CVIEW DOCUMENTATION	
C10.1	The TO Contractor shall make available for review a copy from an existing implementation of their system: <ul style="list-style-type: none"> • User Documentation • System Administrator Documentation – this shall include application setup, application and user account setup, administration, and routine maintenance. • System Technical Documentation 	1 2 3
<i>Offeror Response:</i>		
C10.2	The TO Contractor shall provide monthly status reports and conduct semi- monthly conference calls throughout the design and implementation stages of the MD CVIEW. The monthly reports shall describe: <ul style="list-style-type: none"> - The status of implementation - Current schedule compared to proposed schedule and any mitigation efforts. - Any foreseen issues that may cause a delay or challenge - Anything needed from MD SHA or other participating Maryland entities 	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
C10.3	<p>The TO Contractor shall deliver quarterly reports on the operation of the MD CVIEW. These shall include, but not be limited to:</p> <ul style="list-style-type: none"> - issues and their resolutions during the quarter, including a summary of MD CVIEW downtime. - changes or upgrades made to the MD CVIEW during the quarter. - future potential opportunities and challenges. - anticipated changes in federal systems that may impact the MD CVIEW. - unresolved issues. - a description of additional functionality that can be incorporated into the MD CVIEW. 	1 2 3
<i>Offeror Response:</i>		
C10.4	<p>The TO Contractor shall provide a design document that describes the design of the MD CVIEW. It shall include network and data flow diagrams, a data dictionary and data schema. The design document shall also include an Interface Control Document for all interfaces between the MD CVIEW and other federal and state systems. The ICD will include for each interface:</p> <ul style="list-style-type: none"> - interface type - contents of data elements passed - optional or mandatory nature of data - direction of data flows - data element names in MD CVIEW and in interfacing systems - format and size of data - format and data size translations that occur - data quality rules to be enforced on the data 	1 2 3
<i>Offeror Response:</i>		
C10.5	<p>All changes to the MD CVIEW proposed by the TO Contractor shall be reviewed by the MD CVIEW Change Board. The TO Contractor shall provide a change request for each proposed change that includes, but is not limited to:</p> <ul style="list-style-type: none"> - impact of the change on the MD CVIEW - cost of change - testing requirements of change - the size and complexity of the change - analysis of alternatives, including “do nothing,” “attempt a different change” and do the change as proposed - risks associated with each alternative - schedule of proposed change and the impact on other elements of the MD CVIEW implementation or operation <p>Proposed changes will not occur until a change request is submitted and approved by the MD CVIEW Change Board.</p>	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
C10.6	The TO Contractor shall maintain and update the design document to represent the MD CVIEW as-built once the system is implemented and operating. The as-built design will include tracking of all changes that have been made to the system.	1 2 3
<i>Offeror Response:</i>		
C10.7	The TO Contractor shall provide a disaster recovery plan.	1 2 3
<i>Offeror Response:</i>		

D. Testing Requirements

Req #	Requirement	Offeror Capability
D11	TESTING	
D11.1	<p>The TO Contractor shall provide the following test plans and conduct the associated testing. The TO Contractor shall provide an Integration Test Plan to test the Maryland-Specific integration and functions, including but not limited to:</p> <ul style="list-style-type: none"> • Pilot Test Plan • User acceptance test plan • System test plan • Integration test plan <p>The user acceptance testing plan shall contain tests for each requirement and a process for verifying that all testable requirements will be met. Each test shall describe a test that can be conducted at MD SHA and define success/failure of the requirement being tested. The acceptance test plan shall directly tie each test to the requirement(s) being tested.</p>	1 2 3
<i>Offeror Response:</i>		
D11.2	The TO Contractor shall support testing with MD SHA staff such as the TO Manager, the CVISN Program Manager, and the CVISN System Architect, as well as other State personnel that may be requested, at the State's sole discretion, to witness and signoff on the acceptance tests. The TO Contractor shall provide written Acceptance Test results within one week of completing testing. All Test Results documentation must be approved before MD SHA grants Final System Acceptance. The approved and installed Base Hosted CVIEW service is assumed to work as a stand-alone tool and as such the primary server that provides the service will not need to be tested at the unit level.	1 2 3
<i>Offeror Response:</i>		
D11.3	TO Contractor shall provide a method for MD SHA and/or its representative to document all deficiencies identified during testing as contained in the Integration Test Plan. Acceptance testing may take place in two phases: Base and complete MD CVIEW. Final System Acceptance will not be granted until all deficiencies have been resolved.	1 2 3
<i>Offeror Response:</i>		

Req #	Requirement	Offeror Capability
D11.4	The TO Contractor shall conduct a Load / Stress Test of the CVIEW service and provide a report of the results. This test should include the simulated use of the database by at least 100 concurrent users performing at least two concurrent database queries. It shall include the use of the application (during this test) by at least five State personnel. These personnel shall review application access, GUI load, database queries, and general access to application information and data viewed to be within acceptable and reasonable response times.	1 2 3
<i>Offeror Response:</i>		
D11.5	The TO Contractor shall provide fully operational Base Hosted CVIEW service and conduct two-week pilot test. This pilot test shall include the vendor's commercial version of CVIEW with fully populated Maryland legacy data. If there are any major system failures during the two-week pilot test, as determined by the TO Manager, the test period may be restarted at the State's sole discretion. If the pilot test shall be restarted more than two times, the State, at its discretion, may terminate the contract.	1 2 3
<i>Offeror Response:</i>		
D11.6	The TO Contractor shall provide weekly report of CVIEW performance during the pilot test. Report to include system availability, usage, problems reported, and problem resolutions. Final report acceptance by the TO Manager that CVIEW service performed satisfactorily. If the weekly report is deemed to be unsatisfactory or incomplete, the contractor shall rectify such report and make an updated version available within five business days.	1 2 3
<i>Offeror Response:</i>		

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ATTACHMENT 21 AHPS OUTPUT TO CVIEW

1. The TO Contractor shall confirm and update the output from the Maryland Automated Hauling Permits System (AHPS, Maryland SHA, Motor Carrier Division) to CVIEW as part of its transition process. The output file is currently an ASCII text file that contains data relevant to AHPS changes that occurred on transactions made during normal business hours.
2. MCD currently creates a view, runs a query to extract the data, then places the extracted data on an FTP site for the CVIEW contractor to pick up. MCD plans to automate this feature in the future.
3. The TO Contractor shall confirm the exact format of the record for each vehicle as part of transition and implementation activities. The exact format of the extracted data (relevant fields and information that need to be displayed in CVIEW and available to law enforcement) shall be confirmed as part of transition and implementation between the Motor Carrier Division, law enforcement and other agencies (such as MSP, MdTAP and others).

NOTE: As of the writing of this TORFP the Automated Hauling Permit System is currently under development and transition to a fully web-based system with the addition of automated routing and mobile technologies. Fields and labels are subject to change. The addition of Baltimore City Permits to the system may also add fields to the data extraction. These fields are not in their exact format since the system is in transition.

List of fields in AHPS (Automated Hauling Permits System)

Permittee Info

Permit type
Permit Number
Cost number
Time Issued
From Date
To date
Account name
Address, city, state, zip
DOT number
Applicant (if using a permit service who applied for the permit)

Loading Info

Load description
Serial number/make model
Registered weight
Power unit (truck)
License, state
of axles
Weight per axle

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

Vehicle 3 (jeep / stinger)

Vehicle 4 (jeep / stinger)

Load weight Gross weight

Length, Width, Height in feet and inches (ex 13'6")

WEIGHT Info

Axle weight per axle for vehicle only

Axle weight per axle for load only

Total weight per axle for combined in lbs

Tire size

Tire width

Axle spacing in feet and inches

GVW (all weight available in lbs and kg)

Load Weight

Total Axles

Power Unit type

Trailer type

Escort

ROUTE Info

To

From

Route

Bridge Route

Restrictions Info

Route Restrictions

Bridge Restrictions

ATTACHMENT 22 IFTA OUTPUT TO CVIEW

1. The TO Contractor shall confirm and update the output from the Maryland legacy IFTA system (Comptroller's Office, State of Maryland) to CVIEW. The output file is currently an ASCII text file that contains data relevant to IFTA changes that occurred on transactions made during normal business hours.
2. The TO Contractor shall confirm the exact format of the record for each. The exact format of the data extract (relevant fields and information that need to be displayed in CVIEW and available to law enforcement) shall be confirmed as part of transition and implementation between the Comptroller's Office, law enforcement and other agencies (such as MSP, MdTAP, Comptroller's Office, SHA and others).

Field name	Length	Description
Tax-payer-id	13	MD plus FEIN plus 2 digits – the additional 2 digits could be spaces or could contain a sequence number when there are multiple accounts with the same FEIN
Effective-date	8	Date account became effective in YYYYMMDD format
Expiration-date	8	Date license expired in YYYYMMDD format
Status-code	1	Current status of the account: “A” – active “T” – canceled/inactive “R” – revoked5
IRP-base-state	2	Base jurisdiction code for IRP account
IRP-account-number	5	IRP account number
USDOT-number	7	USDOT number
Status-date	8	Date status became effective in YYYYMMDD format

Each field is separated by a comma.

ATTACHMENT 23 HEAVY VEHICLE REGISTRATION SYSTEM TO CVIEW

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

CVISN RECORD

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

ATTACHMENT 24 MARYLAND INTERNATIONAL REGISTRATION PLAN (MIRP) TO CVIEW

This is the output from the Maryland IRP system (MIRP) to CVIEW. It is designated **CVW05.txt**.

Every weekday evening, a process is initiated to create an ASCII text file that contains data relevant to vehicle credential changes that occurred on transactions paid one business day prior to the current date. This file shall be supplied to both the MVA mainframe system and the CVIEW server. The record for one vehicle consists of twenty 80 character lines, with a single character transaction identifier located in column 1 and has the following meanings:

- A Add vehicle credential information
 - Vehicle registration renewal
 - Add vehicle supplement
 - Vehicle in a new fleet or new account
 - Vehicle being added on a transfer supplement
- D Drop vehicle credential information
 - Vehicle being removed from a fleet on a transfer supplement. This occurs before the corresponding "A"dd vehicle record.
- W Weight Change supplement
- C Change credential information
 - Plate replacement supplement
 - Plate ONLY replacement supplement
 - Sticker replacement supplement

Line 1

1	1	Transaction Indicator {A,C,D,W}
3	6	Date (MMDDYY)
9	9	Title Number (LJSF)
18	10	Plate number (LJSF)
28	18	VIN (LJSF)
46	2	Vehicle Model Year (YY)
48	6	Unladen Weight (RJSF)
54	6	Combined Weight (RJSF)
60	6	Registration Expiration Date (MMDDYY)
66	15	Owner Name (LJSF)

Line 2

1	55	Owner name continued (LJSF)
56	25	Company name (LJSF)

Line 3

1	45	Company name (LJSF)
46	35	Street Address (LJSF)

Line 4

1	35	Address line 2 (LJSF)
36	20	City (LJSF)
56	2	State
58	9	ZipCode (LJSF)
67	4	Vehicle make (LJSF)
71	2	Vehicle type code
73	5	Account number (RJSF)
78	3	Fleet number (RJSF)

Line 5

1	9	Owner Equipment number (LJSF)
10	2	Number of axles or seats (LJSF)
12		List of Jurisdictions and weights

There are 70 fields of Jurisdictions and weights formatted as follows

+0	2	Jurisdiction code
+2	7	Weight for this jurisdiction

These records occupy the next 7 lines in addition to the entries on Line 5

Line 13

1	1	Least significant digit of last Jurisdiction Weight
2	79	Fee information

Line 14

Fee information (not currently used)

Line 15

56	5	Julian Date
71	2	Operation Type Code
73	4	'000D'
77	2	# of Registration Months (LJSF)
79	2	County Code (first 2 characters) (LJSF)

Line 16

1	2	County Code (last 2 characters)(LJSF)
16	1	'A'
25	3	Supplement number (RJSF)
54	9	Invoice Number (LJSF)

Line 17

55	26	Mailing address line 1 (LJSF)
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Line 18

1	9	Mailing address line 1 continued (LJSF)
10	35	Mailing address line 2 (LJSF)
45	20	Mailing address City
65	2	Mailing address State
67	9	Mailing address ZipCode
80	1	'Y'

Line 19

1	20	Insurance Policy number (LJSF)
21	35	Insurance Company Name (LJSF)
55	5	Insurance Company Code (RJSF)
73	8	Vehicle Sticker number (LJSF)

Line 20

1	2	Vehicle Sticker number continued (LJSF)
3	6	Mileage Percentage (RJSF-9v99999)
9	6	Purchase Price (RJSF)
15	6	Purchase Date (MMDDYY)
21	6	MSRP (RJSF)
27	1	Fuel Type Indicator
31	3	'MMD'
38	10	Title Number (LJSF)
54	1	'0'
78	1	'1'
79	2	Reg Year (YY)

ATTACHMENT 25 SAFER INTERFACE CONTROL DOCUMENT

Attachment is included a separate document named: *Attachment 25 SAFER ICD_ver_9.3.doc*.