



STATE OF MARYLAND
MARYLAND DEPARTMENT OF TRANSPORTATION, MOTOR
VEHICLE ADMINISTRATION (MDOT MVA)
REQUEST FOR PROPOSALS (RFP)
LAW TEST SYSTEM
RFP NUMBER: V-HQ-21013-IT

ISSUE DATE: AUGUST 11, 2021

NOTICE

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO
RESPOND TO THIS SOLICITATION.**

VENDOR FEEDBACK FORM

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

Title: LAW TEST SYSTEM
Solicitation No: V-HQ-21013-IT

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
 - Other commitments preclude our participation at this time
 - The subject of the solicitation is not something we ordinarily provide
 - We are inexperienced in the work/commodities required
 - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
 - The scope of work is beyond our present capacity
 - Doing business with the State is simply too complicated. (Explain in REMARKS section)
 - We cannot be competitive. (Explain in REMARKS section)
 - Time allotted for completion of the Proposal is insufficient
 - Start-up time is insufficient
 - Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
 - Proposal requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
 - MBE or VSBE requirements (Explain in REMARKS section)
 - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)
 - Payment schedule too slow
 - Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

STATE OF MARYLAND
MARYLAND DEPARTMENT OF TRANSPORTATION, MOTOR
VEHICLE ADMINISTRATION (MDOT MVA)(MDOT MVA)
KEY INFORMATION SUMMARY SHEET

| | |
|---|--|
| Request for Proposals | IT, Maintenance - LAW TEST SYSTEM |
| Solicitation Number: | V-HQ-21013-IT |
| RFP Issue Date: | August 11, 2021 |
| RFP Issuing Office: | Maryland Department Of Transportation, Motor Vehicle Administration (MDOT MVA) |
| Procurement Officer: e-mail: Office Phone: | Norma Humphries 6601 Ritchie Hwy, NE, Glen Burnie, Maryland 21062 nhumphries@mdot.maryland.gov (410) 768-7341 |
| Proposals are to be sent to: | Via eMMA at https://emma.maryland.gov . |
| Pre-Proposal Conference: | Not Applicable (N/A) |
| Questions Due Date and Time | August 18, 2021 at 4:00 PM Local Time |
| Proposal Due (Closing) Date and Time: | September 8, 2021 at 4:00 PM Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made. |
| MBE Subcontracting Goal: | 20% with the following subgoals: 10% African-American MBEs, and 10% Woman-Owned MBEs, |
| VSBE Subcontracting Goal: | 2% |
| Contract Type: | Firm Fixed Price with Indefinite Quantity |
| Contract Duration: | Five (5) year base period with five (5), one-year option periods |
| Primary Place of Performance: | Maryland Department of Transportation Motor Vehicle Administration 6601 Ritchie Hwy, NE, Glen Burnie, MD 21062 |
| SBR Designation: | No |
| Federal Funding: | No |

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1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

The Offeror must provide proof with its Contract Package that the qualifications as specified in **Section 3.10 Offeror Experience** have been met.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Maryland Department of Transportation, Motor Vehicle Administration (MDOT MVA or the "Administration") is issuing this Request for Proposals (RFP) to procure a new Law Test System (LTS), delivered as a customizable, state-of-the-art Commercial-Off-the Shelf (COTS) solution. The solution must provide MDOT MVA with a comprehensive approach for the issuance and management of knowledge testing. The testing system must provide both onsite testing functionality in addition to online offsite testing functionality on both State-owned web-enabled platforms and on customer's personal devices.
- 2.1.2 It is the State's intention to obtain goods and services, as specified in this RFP, from a Contract between the selected Offeror and the State.
- 2.1.3 The Administration intends to make a single award as a result of this RFP. See RFP Section 4.9 Award Basis for more Contract award information
- 2.1.4 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 2.1.5 The purpose of this solicitation is to procure a state-of-the-art commercially available COTS application that provides a comprehensive approach to knowledge test administration and management, for both onsite and online testing.
- 2.1.6 The State does not wish to procure a software application still under development. The COTS software utilized in the solution shall be operational (i.e., not under development) and generally available by the due date of the Proposal.
- 2.1.7 A Contract award does not ensure a Contractor will receive all or any State business under the Contract.
- 2.1.8 All Contract prices, terms, and conditions must be provided to any Maryland local government or not-for-profit entity requesting services under the Contract. The Contractor bears the risk of determining whether a government, agency, or organization with which the Contractor is dealing is a State entity.

2.2 Background, Purpose, and Goals

- 2.2.1 The Motor Vehicle Administration (MVA) is a transactional-based transportation business unit within the Maryland Department of Transportation (MDOT), providing a variety of services related to driver licensing and vehicle registration and titling, including but not limited to:
 - A. Licensing all commercial and non-commercial drivers,
 - B. Registering and titling vehicles,
 - C. Issuing photo identification for non-drivers,
 - D. Administering driver enforcement activities – license suspensions and revocation, Ignition Interlock, etc., and
 - E. Conducting driver and motorcycle safety programs.
 - F. Protecting the integrity and security of personal licensing data, driver, and vehicle records.

- G. Administering the mandatory insurance compliance program.
- H. Inspecting Maryland's school buses.
- I. Regulating driver schools, motor vehicle dealers and sales.
- J. Ensuring air quality through the vehicle emissions inspection program.
- K. Reducing and preventing motor vehicle-related crashes, injuries, and fatalities through education, enforcement, and engineering countermeasures.

2.2.2 MDOT MVA maintains a significant physical presence across the State of Maryland to serve customers. This network of service center offices (known as branches) comprises the headquarters support offices in Glen Burnie, Maryland, and twenty-four (24) locations. Nineteen (19) of these branch office locations offer full driver and vehicle services, two (2) locations are limited service, and three (3) locations are express service.

2.2.3 MDOT MVA offers a wide variety of alternative electronic services to customers through self-service kiosks located across the state and an internet e-store providing customers the ability to conduct MVA transactions without coming to an MDOT MVA branch office.

- A. Obtaining a duplicate or additional registration cards,
- B. Vehicle registration renewals,
- C. Insurance compliance payments,
- D. Identification card renewals,
- E. Title replacement,
- F. Change of address,
- G. Driving records,
- H. License plate purchase and replacements,
- I. Temporary registrations,
- J. Information on administrative flag fees,
- K. Vehicle Emissions Inspection Program (VEIP) test date extensions,
- L. Driver license renewals, and
- M. Substitute stickers.

2.2.4 In 2016, a statewide customer service initiative was launched with the intent to change the culture of service for Maryland citizens and set a new standard across all state agencies. In response, MDOT MVA implemented its own Premier Customer Service Program, Customer Connect.

- A. The MDOT MVA Customer Connect contract, awarded to FAST Enterprises, Centennial, CO, starting work in June 2018. The base software purchased for MDOT MVA's Customer Connect systems is FAST's web-based Vehicle and Driver Services software (VSDS), a COTS application customized to accommodate Maryland laws and associated business rules.
- B. MDOT MVA's Customer Connect is an enterprise-wide system modernization project that changes how the Administration conducts business with customers and external partners. Customer Connect standardizes and centralizes vehicle services and driver licensing services, together in a single domain creating a One-Stop-Shop customer experience. All system updates

are on a real-time basis; it standardizes interactions with external systems, enables more efficient operations requiring less paper, reduced data entry, and reduced customer service time.

- C. On July 6, 2020, Phase1, Customer Connect, went live for all vehicle services, business licensing, and the International Registration Plan (IRP). Phase 2, scheduled for release, December 6, 2021, includes all driver services.
- D. Customer Connect provides MVA Agents the ability to view a real-time account of each customer, making it easier to understand the individual's needs and efficiently complete their transaction. Online services have expanded with additional transaction types, enhanced functionality, and access for the customer and external partners.
- E. As part of the MDOT MVA's One-Stop Shop e-services offered to customers, MDOT MVA partners with other state and local government agencies to provide a wide variety of services. Partnerships and services include; Maryland Department of Natural Resources for boat registration transaction, EZ-Pass for the purchase of EZ Pass on the Go, District Court and Jurisdiction payments of fines, TSA PreCheck and TWIC Services, as well as the ability for customers to purchase metro Charm Cards and Smart Trip tickets.
- F. For MDOT MVA's external partners, Customer Connect functionality enhances the one-stop-shop services, calculates all fees, interfaced with more external systems, prevents fraud, provides real-time updates, and simplifies the approval processes. Partners can do even more transactions online than ever before.

2.2.5 Other examples of existing customer service improvements implemented over the years that MDOT MVA offers to customers include:

- A. Electronic Alternative Service Delivery options, such as in-branch kiosks for certain types of transactions, e-commerce store, and mail-in renewals for driver's license, ID card services, and vehicle services.
- B. An online service that allows existing driver's license and identification card customers to begin a pre-fillable application and schedule an appointment to expedite services in advance of an MDOT MVA branch office visit.
- C. Automation of an eligibility check process used by customer-agents to save time in the check-in lines. This on-line function evaluates a customer's qualifications for certain services based on specific business rules and returns results that guide the customer process.
- D. Customer Agents in branch office lobbies are equipped with wireless tablets and printers that easily allow them to determine eligibility and direct qualified customers to MDOT MVA kiosks, or to complete certain vehicle transactions or functions on the tablet without requiring the customer to stand in line.
- E. An Online Document Guide (ODG), a web-based application, helps customers determine the identity and residency documents needed to apply successfully for an initial Maryland driver's license or identification card. Under certain circumstances, ODG, in conjunction with other applications, is also used as a gateway to our Central Scheduling System, allowing customers to schedule branch visits.

2.2.6 MDOT MVA's Existing Law Test System

- A. MDOT MVA's Law Test System (LTS) is a core system used for the administration and management of the State mandated knowledge tests to applicants seeking to obtain a new driver license product or license endorsement. The testing system also provides certification and permit testing. This current testing system has been in production since 2014.
- B. The State of Maryland, as of 2019, has 4,463,862 million licensed drivers. In 2019, MDOT MVA issued a total of 1,479,969 non-commercial (NCDL) and commercial (CDL) driver license products to Maryland citizens. Learners Permits (Type 1 & Type 2) and Moped licenses required the applicant to take and pass the MVA's knowledge test administered on the Law Test System.

DLs/IDs issued in FY 2019

| Category | NCDL | CDL | Total |
|-------------------------------------|------------------|---------------|------------------|
| Driver License | 999,620 | 41,380 | 1,041,000 |
| Full License from Provisional (GLS) | 847 | | 847 |
| Learners Permit | | 10,479 | 10,479 |
| Learners Permit (Type 1 GLS) | 136,144 | | 136,144 |
| Learners Permit (Type 2 Non-GLS) | 2,232 | | 2,232 |
| Maryland ID Card | 139,926 | | 139,926 |
| Moped | 106 | | 106 |
| Provisional (GLS) | 131,257 | | 131,257 |
| Temporary License (Provisional) | 60 | | 60 |
| Temporary License (Regular) | 17,918 | | 17,918 |
| Total | 1,428,111 | 51,859 | 1,479,969 |

- C. MDOT MVA's Law Test System (LTS) is a vendor-supported web-based application used in the MVA Law Rooms at branch office locations for scheduled in-person testing appointments.
- D. The LTS application operates on Microsoft Windows10, and the associated test data stored on databases on Sequel Servers 2016.
- E. All LTS user accounts are in MDOT MVA's Activity Directory. The LTS application has configurable roles associated with the User and their assigned functions and security access. The MVA Law Room Examiner user role administrates the registration, management, and assignment of knowledge tests on the Examiner computer to applicants in the MVA Law Room. MDOT MVA managers and business unit system administrators have different assigned roles and access.
- F. The knowledge tests are computer-generated, randomized tests with unique identifiers linked to the test applicant. Tests questions are pulled from a set pool of questions/answers with associated graphic color images. Each test content follows set State, Federal, and AAMVA mandated criteria, dependent upon the test type. The system grades each test question as the applicant completes it, and when the test ends, the test is immediately graded by the system to provide test score results.
- G. The applicant takes the test on the assigned Applicant Testing Station (ATS), a touchscreen computer (ELO brand) located in the MDOT MVA branch office Law Room.

- H. Dependent upon the test type, some knowledge tests are "timed tests" configured in the LTS, enforcing a specific length of time for the applicant to complete the test. Tests have an optional configuration, "quick pass" or "quick fail." Timed tests follow mandated Maryland State COMAR requirements.
- I. The LTS provides print functionality for the generation of assigned printed knowledge tests for applicants that meet that criteria. The system tracks the test and scores it upon test completion.
- J. The LTS application interfaces with the MVA's Driver Licensing System (DLS). The DLS system manages and stores all Maryland driver licensing data. Each Maryland driver has a DLS-issued Soundex (driver license number) and a DLS record containing their driver's license information.
- K. When a customer is entered into the DLS system for an MDOT MVA transaction, a DLS CTF (Customer Tracking Number) is assigned to them. The CTF ticket with the number is printed and given to the MVA Law Room Examiner to scan into the LTS application. The CTF ticket scan pulls the applicant's data into the LTS and starts the registration process to assign a knowledge test to the applicant. The scanned CTF number is the key identifier between the LTS application and DLS to exchange customer information.
- L. During the registration and testing process, the LTS application and the DLS system exchange the applicant's information, photo image, and test eligibility. Upon completing the knowledge test, the applicant's test result and associated test data are stored in the LTS database. At that same time, LTS sends test result data to DLS to keep as part of the applicant's DLS record.
- M. The Law Test System, once interfaced with the new Customer Connect System, will use web services methodology. Both RESTful and SOAP are utilized by FAST, the MDOT MVA's Customer Connect vendor.
- N. Maryland's non-commercial knowledge tests currently available in the LTS system are listed below. These tests are offered in English, Spanish, Chinese, Vietnamese, Korean, Nepal, and French. There are an audio test option and a print test option for each of these tests.
 - 1. Automobile Class C
 - 2. Motorcycle Class M
 - 3. Moped Class K
 - 4. Non-Commercial Truck Class A
 - 5. Non-Commercial Truck Class B
- O. The LTS system provides the American Association of Motor Vehicle Administrators (AAMVA) based commercial knowledge tests used across the country by state motor vehicles for the knowledge testing of commercial drivers (CDL). The CDL General Knowledge test is mandatory and must be passed before the applicant can take any of the seven (7) endorsement tests. The CDL tests are offered in English only, with both an audio and print test option for each test.
 - 1. CDL General Knowledge
 - 2. Passenger Vehicle
 - 3. Doubles/Triple
 - 4. Tank Vehicle
 - 5. Hazardous Materials
 - 6. Air Brake
 - 7. Combination Vehicle
 - 8. School Bus

- P. Through a partnership with Maryland State Police (MSP), the LTS offers, to MSP pre-approved test applicants, the MSP Mechanic Inspection knowledge test series for certification of Maryland Inspection Station mechanics. These tests are provided in English and Spanish, with an audio option.
 - 1. General Inspection
 - 2. Inspection Mechanics Class A
 - 3. Inspection Mechanics Class M
 - 4. Inspection Mechanics Class C
 - 5. Inspection Mechanics Class B
 - 6. Inspection Mechanics Class R
 - 7. Inspection Mechanics Class T

- Q. LTS provides the Driver Instructor Apprentice knowledge test for issuance of a certification permit, allowing individuals employed by Maryland driver education schools to teach State approved curriculum to new drivers. This test is offered in both English and Spanish with an audio option.

- R. LTS offers all knowledge tests in English as the primary default language. The non-commercial tests' alternate languages are; Spanish, Nepal, French, Chinese, Korean, and Vietnamese. The list of languages offered may expand in the future and is determined by Census and Limited English Proficiency (LEP) data pertaining to Maryland.

- S. Each knowledge test is offered with an audio option. While viewing the test on the computer screen, the applicant listens to the audio recording of the test using headphones. All directions, test questions, answers, and testing score results are voiced by the system to the applicant, with the system allowing the applicant to prompt the system to repeat the question/answers.

- T. Graphic images associated with the test questions are part of the knowledge tests. Images display in full color. Examples of some of the knowledge tests' images are traffic signs, traffic/lane markings, and engine components.

- U. The LTS application generates a variety of activity and statistical reports. The reporting is based on set templates that offer the User the ability to set specific search criteria. These reports are used to manage the LTS Program, audit purposes, and long-term agency planning. Reports can be printed or exported to Excel.

- V. Knowledge tests are administered in the Law Rooms located at MVA branch offices. In 2019 the MVA issued a total of 1,479,969 knowledge tests for non-commercial and commercial applicants. The table below shows a list of MDOT MVA locations, total branch location size, and knowledge testing activity for 2019. Due to COVID-19 impacts on MDOT MVA's operating hours in 2020, the 2019 testing numbers are used for this RFP to provide a more accurate representation of annual testing activity.

| Branch Name & Location | Service Type & Branch Square Footage | Law Room Testing Capacity | Knowledge Tests (Non-Com & CDL) Administered on the Law Test System in 2019 |
|--|---|----------------------------------|--|
| Annapolis MVA 160 Harry S Truman Parkway Annapolis, MD 21401 | Full Service 24,000 square ft. | 10 Testing Stations | 13,634 Non-Commercial Tests 2,031 Commercial Tests |
| Baltimore City MVA | Full Service | 11 Testing Stations | 33,397 Non-Commercial Tests |

| | | | |
|---|---------------------------------------|---------------------|---|
| Hilltop Shopping Center 5425 Reisterstown Road Baltimore MD 21215 | 20,000 square ft. | | 6,211 Commercial Tests |
| Bel Air MVA 501 West McPhail Road Bel Air, MD 21014 | Full Service 16,960 square ft. | 9 Testing Stations | 10,917 Non-Commercial Tests 3,457 Commercial Tests |
| Beltsville MVA 11760 Baltimore Ave. Beltsville, MD 20705 | Full Service 23,643 square ft. | 12 Testing Stations | 27,101 Non-Commercial Tests 3,589 Commercial Tests |
| Columbia MVA Columbia Business Park 6490 Dobbin Rd South, Suite J Columbia, MD 21045 | Express Service 4,588 square ft. | 6 Testing Stations | 9,967 Non-Commercial Tests 78 Commercial Tests |
| Cumberland MVA 13300 Winchester Rd SW Cumberland, MD 21502 | Full 12,000 square ft. | 4 Testing Stations | 2,305 Non-Commercial Tests 845 Commercial Tests |
| Easton MVA 9148 Centreville Rd Easton, MD 21601 | Full 10,000 square ft. | 6 Testing Stations | 5,666 Non-Commercial Tests 2,198 Commercial Tests |
| Elkton MVA Upper Chesapeake Corporate Center 105 Chesapeake Blvd. Suite A Elkton, MD 21921 | Full 8,400 square ft. | 6 Testing Stations | 5,115 Non-Commercial Tests 1,708 Commercial Tests |
| Essex MVA 1338A Eastern Blvd Baltimore, MD 21221 | Full 10,689 square ft. | 10 Testing Stations | 21,767 Non-Commercial Tests 5,324 Commercial Tests |
| Frederick MVA 1601 Bowman Farm Rd Frederick, MD 21701 | Full 16,960 square ft. | 6 Testing Stations | 11,421 Non-Commercial Tests 2,230 Commercial Tests |
| Gaithersburg MVA 15 Metropolitan Grove Rd Gaithersburg, MD 20878 | Full 27,900 square ft. | 15 Testing Stations | 29,598 Non-Commercial Tests 3,472 Commercial Tests |
| Glen Burnie MVA 6601 Ritchie Hwy NE Building A and B Glen Burnie, MD 21062 (MDOT MVA HQ) | Full Anne Arundel (MDOT MVA HQ) | 12 Testing Stations | 26,437 Non-Commercial Tests 7,269 Commercial Tests |

| | | | |
|--|-----------------------------|---------------------|---|
| Kemp Mill MVA 1327 Lamberton Driver Silver Spring, MD 20902 | Limited 5,375 square ft. | 9 Testing Stations | New Law Room 01/19/2021 |
| Hagerstown MVA 18306 Col Henry K Douglas Dr Hagerstown, MD 217401 | Full 16,960 square ft. | 4 Testing Stations | 6,951 Non-Commercial Tests 2,200 Commercial Tests |
| Largo MVA 10251 Central Ave Upper Marlboro, MD 20772 | Full 29,375 square ft. | 15 Testing Stations | 32,023 Non-Commercial Tests 4,745 Commercial Tests |
| Loch.Raven/Parkville MVA North Plaza Mall 8966 Waltham Woods Rd Parkville, MD 21234 | Express 7,271 square ft. | 6 Testing Stations | 12,968 Non-Commercial Tests 2,042 Commercial Tests |
| Loveville MVA 37251 Point Lookout Rd Leonardtown, MD 20650 | Full 5,909 square ft. | 6 Testing Stations | 4,508 Non-Commercial Tests 1,064 Commercial Tests |
| Oakland MVA 400 Weber Road Oakland, MD 21150 | Full 1500 square ft. | 2 Testing Stations | 401 Non-Commercial Tests 0 Commercial Tests |
| Prince Frederick MVA 200 Duke St Prince Frederick, MD 20678 | Limited 1349 square ft. | 3 Testing Stations | 1,716 Non-Commercial Tests 273 Commercial Tests |
| Salisbury MVA 251 Tilghman Road Salisbury, MD 21804 | Full 16,900 square ft. | 6 Testing Stations | 8,446 Non-Commercial Tests 2,896 Commercial Tests |
| Waldorf MVA 11 Industrial Park Dr Waldorf, MD 20602 | Full 24,000 square ft. | 8 Testing Stations | 14,542 Non-Commercial Tests 4,505 Commercial Tests |
| Walnut Hill MVA 16520 S Westland Dr Gaithersburg, MD 20877 | Express 6,263 square ft. | 6 Testing Stations | 10,421 Non-Commercial Tests 0 Commercial Tests |
| Westminster MVA 1106 Baltimore Blvd Westminster, MD 21157 | Full 8,725 square ft. | 4 Testing Stations | 8,051 Non-Commercial Tests 1,837 Commercial Tests |
| White Oak MVA 2131 Industrial Parkway Silver Spring, MD 20904 | Full 15,000 square ft. | 12 Testing Stations | 35,409 Non-Commercial Tests 2,986 Commercial Tests |

- W. MDOT MVA branch office locations and Law Room capacity are subject to change based on future Maryland regional and demographic data and alternative service options.
- X. Remote testing is currently defined as "testing not conducted in an MDOT MVA Law Room." It is limited to onsite testing at Maryland high schools or other designated locations. Onsite knowledge testing is limited in the frequency it is conducted, is administered by paper test, and is offered only for non-commercial test applicants seeking to obtain their learner's permit. COVID-19 has impacted remote testing in 2020 and 2021, and testing sessions at the high schools are on hold.

2.2.7 Tools Used to Support the Law Test System within Branch Offices

- A. Customer Connect, Phase II, moves to production the driver license and enforcement portions of MDOT MVA's Customer Connect system modernization project. Phase II, scheduled completion is December 6, 2021. Phase II replaces the Driver's License System (DLS), replacing the current DLS system that interfaces with the Law Test System. A new interface is currently in development, integrated with the present Law Test System, and in the future, the new Law Test System.
- B. MDOT MVA Central Scheduling System (CSS) is a web-based custom application that allows customers to select and schedule an appointment. CSS provides available time slots based on statewide branch office calendars. Currently, all in-person transactions conducted at a branch office require an appointment. Appointments can be scheduled for these services including but not limited to: driver's knowledge and skills tests, review of documents for out-of-country customers, vehicle-related services, presentation of Real ID documents, and completion of a transaction when a customer has filled out an online pre-fillable driver's license or ID card application.
- C. Business Intelligence System (BI) - Tracking data and understanding outcomes is critical to MDOT MVA. Identifying trends and continuously working to improve customer service is a cornerstone of the MDOT MVA Premier Customer Service Program.

2.2.8 Envisioned New Law Test System Solution

- A. MDOT MVA requests proposals from qualified offerors for a total turnkey replacement of the existing Law Test System at all MDOT MVA locations. This replacement includes software, software licensing, training, and support. Offerors are to propose mobile knowledge testing solutions for both onsite and online (remote) testing.

MDOT MVA's goal is to replace its existing Law Test System by September 2022. The Customer Connect, Phase II, will deploy on December 6, 2021. The new Law Test System will interface with it to access and exchange driver license data as required to administer knowledge tests.

Based on previous experiences, qualified offerors will provide a general timeline, "Proposed Implementation Schedule" required to implement a testing system of this complexity (i.e., number of months, best case, worse and likely case) as part of the RFP response.
- B. MDOT MVA is looking for an innovative, mobile knowledge testing approach for the new Law Test System that provides onsite and online testing functionality that can be conducted

on a variety of mobile devices. This approach must support MDOT MVA's Premier Customer Service initiatives and improvements provided by Customer Connect. This system must be agile, secure, and easily accommodate different knowledge test configurations and enforce test criteria. MDOT MVA seeks to remain current with technology throughout the term of the contract. Some of the desirable features that MDOT MVA has identified include, but may not be limited to, the following:

- 1) A state-of-the-art solution, providing a web-based and mobile, automated testing solution for the issuance and management of all types of knowledge tests.
- 2) A system solution meeting the requirements detailed in this RFP.
- 3) A testing solution to provide both onsite and online testing functionality, allowing the MDOT MVA customer to register and take knowledge tests remotely on various personal devices, including personal computers, tablets, and touchscreen units operating on different platforms.
- 4) A testing system solution, providing a seamless, user-friendly experience for the MDOT MVA customer.
- 5) A test system solution that captures the customer's data in real-time throughout the testing experience and provides the MDOT MVA the ability to access and manage that data.
- 6) A testing system solution that provides immediate, real-time testing status and testing results to both MDOT MVA users and the test applicant customer.
- 7) A secure testing management solution that adheres to MDOT MVA security standards, safeguarding customer and MDOT MVA data, following all PPI requirements, as stated in this RFP document.
- 8) A testing system solution with the ability to interface with MDOT MVA's Customer Connect, scheduling systems, business intelligence (BI) systems, and approved external third-party or Maryland state partner agencies.
- 9) A testing system solution, providing unlimited capacity for the addition of future knowledge test types and offered languages.
- 10) A system solution, providing consistent and accurate information to MDOT MVA's business intelligence systems.

2.2.9 Law Test System Implementation Approach and Timing

- A. MDOT MVA anticipates that the Law Test System will be implemented in a phased and Agile approach. The Selected Offeror should expect initial discussions related to the testing system development and interface efforts to begin immediately with MDOT MVA's business units and the Customer Connect team after the contract award. The new Law Test System is to be interfaced with the Customer Connect System. Throughout the term of this contract, the Selected Offeror can expect to work with the MDOT's MVA assigned Project Manager, the Driver Services and Field Operations business units, MDOT MVA's IT resources, and the Customer Connect team, as required by MDOT MVA.
- B. Phase II of MDOT MVA's Customer Connect system modernization is scheduled to deploy on December 6th of 2021. The new Law Test System development starts in early 2022 with a planned deployment before September 2022.

- C. Below lists a general overview of the project phasing:
1. Phase I
 - a. Development/Configuration/Testing
 - i. Software, interface/integration, and configuration requirements review and identification of any customization efforts.
 - ii. Identification and State procurement of any identified Hardware (Branch and System Hardware)
 - iii. System, interfaces, integration configuration work for both knowledge testing onsite and for online testing.
 - iv. Set-Up of Test Environment
 - v. Offeror, MDOT MVA, and Customer Connect testing of software, hardware, and interfaces/integrations.
 - b. Training
 - i. Training for Users and Technical staff
 2. Phase II
 - a. Deployment
 - b. Support

2.2.10 State Staff and Roles

In addition to the Procurement Officer and Contract Monitor, the State will provide:

- A. State Project Manager
 - 1) The State will provide a State Project Manager responsible for reviewing, overseeing, and approving project-related activities, including plan development and change management processes.
- B. Other State Activities will include but may not be limited to:
 - 1) Project management and oversight of contractor activities
 - 2) Management of State staff
 - 3) Technical and architectural oversight guidance and approval
 - 4) Providing subject matter expertise
 - 5) Guidance on definition and interpretation of requirements
 - 6) MDOT MVA Project Management Office recommendations and support

2.2.11 Other State Responsibilities

- A. The State will provide normal office working facilities and equipment reasonably necessary for Contractor performance under the Contract. Any special requirements (e.g., reprographic services, computer time, key data entry) shall be identified.

- B. The State is responsible for providing the required information, data, documentation, and test data to facilitate the Contractor's performance of the work and will provide such additional assistance and services as is specifically set forth.

2.3 Responsibilities and Tasks

2.3.1 Contractor Requirements

- A. The Contractor shall deliver a fully configurable COTS Solution that meets all technical requirements in this RFP. All process confirmation and associated requirements elicitation and documentation shall be performed by the Contractor.
- B. The Solution shall support no less than three (3) million customers annually.
- C. The Solution shall be a licensed enterprise system that supports at a minimum the current 24 licensed MDOT MVA branch office Law Rooms, in addition to sites designed as remote testing venues or online (remote) testing users. During the term of this contract, MDOT MVA may add new testing sites and request additional user licenses based on business needs. The costs for these licenses shall be provided upon MDOT MVA's requests.
- D. The contractor shall provide a detailed incremental Solution Roadmap satisfying the requirements of this RFP. Roadmap shall have notations identifying risks and risk mitigation.
- E. The Contractor shall participate in the review of project documentation with the State Project Manager and the other project team members related to the implementation of the Solution.
- F. The Contractor shall provide weekly Implementation Status Reports and meetings until the maintenance period starts. See Section 2.4 Deliverables.
- G. The Contractor shall keep current all System Documentation (to include training materials, user manuals, system diagrams, and other deliverables) and deliver to MDOT MVA within 30 days of an update or upgrade.
- H. The Contractor shall transform business requirements as outlined in this RFP to detailed Functional Requirements/Systems Specifications and equivalent documentation that supports configuration and testing of the State's requirements.
- I. The Contractor shall work in collaboration with the Customer Connect and other contractors as determined by MDOT MVA to ensure that combined efforts are coordinated and consistent with MDOT MVA customer service ongoing initiatives.
- J. MDOT MVA expects that the proposed Solution shall remain state-of-the-art throughout the term of the contract. The Contractor shall be required to work with MDOT MVA to accommodate changes in technology and refresh hardware to meet those needs within the contract's duration.
- K. The Contractor, at a minimum, shall configure and deploy the following Law Test System deliverables:
 - 1) Knowledge Testing Application,
 - 2) Knowledge Testing online testing functionality,
 - 3) System Configuration Management,

- 4) Management Reporting, and
 - 5) Interfaces with systems as required by MDOT MVA.
- L. As part of this procurement process, the Contractor clearly defines their testing system solution in detail within their proposal. All Contractors may be required to make a virtual oral presentation to the MVA representatives. As part of the oral presentation, the Contractor will be required to present a demonstration of their proposed testing system solution with a question and answer session to follow. Significant representations made by a Contractor during an oral presentation shall be submitted in writing. All such representations will become part of the Contractor's proposal and are binding.

2.3.2 General System Requirements

- A. Provide a comprehensive explanation of the proposed Solution's features and describe how it addresses each of the requirements listed below in the "General System – Minimum Requirements" and the "General System – Preferred Requirements" table.
- B. If the Contractor's Solution offers additional features and recommendations specific to these requirements, include details on that information as part of the proposal response for this section.
- C. MDOT MVA expects to maintain a state-of-the-art knowledge testing system throughout the contract term. Provide an overall summary of the anticipated changes to be considered within the knowledge testing industry in the next 5-7 years.

| GENERAL SYSTEM – MINIMUM REQUIREMENTS | |
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| 2.3.2.1 | The Solution shall provide an automated testing system solution for the assignment and management of knowledge tests to an applicant, offering both onsite and remote testing options while fulfilling the MDOT MVA's testing system requirements detailed in this RFP document. |
| 2.3.2.2 | The Solution shall be browser-based and support any previous, current, and future versions of the most popular browsers (Edge, Firefox, Chrome, and Safari) supported by the original contractors (Microsoft, Mozilla, Google, and Apple). |
| 2.3.2.3 | The Solution shall run on Windows 10 and all future Windows versions implemented at MDOT MVA throughout the contract's life at no additional cost to MDOT MVA. |
| 2.3.2.4 | The Solution shall run on Windows Server 2016 or higher and must be able to be upgraded to subsequent server versions throughout the term of the contract at no additional cost to MDOT MVA. |
| 2.3.2.5 | The Solution shall include Application Program Interface (API) protocols to be used to send and receive information as may be required with other MDOT MVA systems applications and third-party applications. |

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| 2.3.2.6 | The Solution shall include the ability to deploy within four (4) MDOT MVA environments: Development, Quality Control, and Testing, Training, and Production. |
| 2.3.2.7 | The Solution shall include any necessary enterprise licensing for software, applications, users, and any additional required licenses. |
| 2.3.2.8 | The Solution shall include an online tool to monitor and remotely manage and support statewide testing operations. |
| 2.3.2.9 | The Solution shall provide options for either cloud or onsite-based functionality. |
| 2.3.2.10 | The Solution shall be configurable by MDOT MVA. |
| 2.3.2.11 | The Solution must display information that is updated in real-time as it is received. |
| 2.3.2.12 | The Solution shall include technology to conduct and support both onsite and online knowledge testing on PCs, laptops, tablets, and mobile devices. |
| 2.3.2.13 | The Solution to offer for onsite testing, the ability to control and add an unlimited number of applicant testing stations at any given location. |
| 2.3.2.14 | The Solution shall be intuitive for all skill levels, allowing both MDOT MVA staff and test applicants to navigate the application easily. |
| 2.3.2.15 | The Solution to follow ADA guidelines for screen displays and provide accommodations for users that are visually or hearing impaired. |
| 2.3.2.16 | The Solution to retain all data and tests in progress in the event the system goes offline, protecting MDOT MVA from loss of data and enabling the Test Applicant to resume the testing process that day when operations are functional again. If the applicant cannot resume the test that day, the Solution shall offer the Test Applicant an option to reschedule to retest. |
| 2.3.2.17 | The Solution shall include the ability to customize system software to meet business needs throughout the contract term. |
| 2.3.2.18 | The Solution shall include business analysis tools that support the evaluation of service trends, audit data, performance at an enterprise, district, location, and individual level. |
| 2.3.2.19 | The Solution shall include a migration plan for the existing law test data to the new system and ensure that all data has migrated and is correct after this process. Details of the migration will be more fully developed with the Contractor during the project's development phase. |
| 2.3.2.20 | The Solution shall support a centralized database containing all testing, applicant test history, and statistical data. Testing data to include all test questions and answer selections, tests and sub-test categories, test graphics, audio files, and languages. |
| 2.3.2.21 | The Solution shall offer the functionality to set assigned user roles, permissions, and access for the testing system. |

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| 2.3.2.22 | The Solution shall provide a System Administrator function and allow for more than one designated user in this role. |
| 2.3.2.23 | The Solution shall comply with MDOT OTTS's security requirements, as stated in Section 3.7 of this document. |
| 2.3.2.24 | The Solution shall offer the ability to interface with existing MDOT MVA systems and future systems. |
| 2.3.2.25 | The Solution shall offer the ability for any changes in test content or languages to be simple to implement and support. |

| GENERAL SYSTEM – PREFERRED REQUIREMENTS | |
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| 2.3.2.26 | The Solution shall provide an option of implementing individual mini servers to support each of the MDOT MVA branch Law Rooms. |
| 2.3.2.27 | The Solution shall support an option of implementing a government cloud certified solution with Fed RAMP security features. |

2.3.3 Knowledge Testing System & Test Content - Requirements

- A. Provide a comprehensive explanation of the proposed Solution's features and describe how it addresses each of the requirements listed below in the "Knowledge Testing System & Test Content – Minimum Requirements" and the "Knowledge Testing System & Test Content – Preferred Requirements" tables.
- B. If the Contractor's Solution offers additional features and recommendations specific to these requirements, include details on that information as part of the proposal response for this section.

| KNOWLEDGE TESTING SYSTEM & TEST CONTENT – MINIMUM REQUIREMENTS | |
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| 2.3.3.1 | The Solution shall provide a method that will allow for the knowledge tests to be administered in electronic, paper, and audio formats. |
| 2.3.3.2 | The Solution shall operate quietly, not disturbing test applicants with audible sounds, beeps, alarms, etc. |
| 2.3.3.3 | The Solution shall use a pre-determined unique identifier provided by the MDOT MVA Web Service to link the applicant and their driver licensing data to MVA's Customer Connect system and the knowledge testing system's application. |
| 2.3.3.4 | The Solution shall provide functionality for the pre-determined unique identifier to consist of thirteen (13) digits and the ability to have at a minimum two (2) possible formats for the identifier. During the MDOT MVA's move to a new single customer identifier during the next eight (8) years, all agency systems must be able to contain and track both the old (current) and the assigned new customer identifier. |

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| 2.3.3.5 | The Solution shall generate randomized knowledge tests consisting of multiple-choice test questions and associated answers for the test applicant based on MDOT MVA, AAMVA, State, and Federal required test content for each specific test type. |
| 2.3.3.6 | The Solution shall have the functionality to associate the product type, test type, knowledge test content, and approved language options for that specific test type. |
| 2.3.3.7 | <p>The Solution shall support the following knowledge tests currently provided by MDOT MVA to Test Applicants (listed below) and any future knowledge tests added to the testing system.</p> <p>A. Non-Commercial Tests:</p> <ul style="list-style-type: none"> a. Automobile Class C b. Motorcycle Class M c. Moped Class K d. Non-Commercial Truck Class A e. Non-Commercial Truck Class B <p>B. Commercial Tests:</p> <ul style="list-style-type: none"> a. CDL General Knowledge b. Passenger Vehicle c. Doubles/Triple d. Tank Vehicle e. Hazardous Materials f. Air Brake g. Combination Vehicle h. School Bus <p>C. MSP Tests:</p> <ul style="list-style-type: none"> a. General Inspection b. Inspection Mechanics Class A c. Inspection Mechanics Class M d. Inspection Mechanics Class C e. Inspection Mechanics Class B f. Inspection Mechanics Class R g. Inspection Mechanics Class T <p>D. Apprentice License for Driving Education Test (Apprentice Inst V2)</p> |
| 2.3.3.8 | The Solution shall support MDOT MVA required test content from the knowledge test's associated subtests to generate the knowledge tests. Subtests are defined as groups of questions/answers categorized under a knowledge area and the specific number of required questions from that group on the generated Test Applicant's knowledge test. |
| 2.3.3.9 | The Solution shall support an unlimited number of licensing, knowledge tests, and test content types, with each test containing an unlimited number of question categories (sub-tests). |
| 2.3.3.10 | The Solution shall have the capacity to expand functionality to add new knowledge tests and test types as MDOT MVA's business needs evolve in the future. |

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| 2.3.3.11 | The Solution shall provide MDOT MVA the ability to manage, configure, and retain the question/test database and all related testing data and history. |
| 2.3.3.12 | The Solution shall be configurable to set such features as; timed tests, untimed tests, enforcement of applicant test eligibility criteria and business rules, test pass/fail criteria, and quick pass/quick fail features. |
| 2.3.3.13 | The Solution, for timed tests, shall provide the functionality to display on both the Test Proctor's screen and the Test Applicant's, the test time from the time the Test Applicant test starts and a count-down of the time remaining for the applicant to complete the test. |
| 2.3.3.14 | The Solution shall provide the functionality to display a color photo image of the Test Applicant on both the Test Proctor and Test Applicant's screen during the registration and testing process. The photo image is to be retained as part of the Test Applicant's testing record. |
| 2.3.3.15 | The Solution shall be configurable to display the Test Applicant's information on the Test Proctor's registration screen as required by MDOT MVA. Examples of this data include the Test Applicant's full name, identifier, driver's license Soundex, date of birth, testing history, test eligibility, test assigned, and photo image. |
| 2.3.3.16 | The Solution shall have the functionality to calculate, display and enforce retest dates based upon the Test Applicant's information and MDOT MVA's testing criteria. |
| 2.3.3.17 | The Solution shall have the functionality to grade the Test Applicant's completed test seamlessly, displaying the test result to both the Test Applicant and Test Proctor, saving the system's test result. |
| 2.3.3.18 | The Solution shall update the Applicant's test status in the system immediately upon completing the testing session, retaining the testing history. |
| 2.3.3.19 | The Solution shall offer the Test Applicant the ability to be assigned and take more than one knowledge test per testing session. |
| 2.3.3.20 | In the event more than one test is assigned during the testing session to the Test Applicant, the Solution has the functionality to grade the first test upon completion of displaying the test result and automatically move to the next assigned test for the applicant to complete in the session. |
| 2.3.3.21 | The Solution shall have the functionality to interface with MDOT MVA systems to validate and enforce business rules. Examples include; applicant eligibility to take the test, re-test eligibility timeframes, a mandatory passing grade for a test in the grouping before proceeding to the other assigned tests, the order assigned multiple tests in a series must be taken by the applicant. |
| 2.3.3.22 | The Solution shall support and display accompanying color graphic images for knowledge tests. |
| 2.3.3.23 | The Solution shall offer printing capability. |

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| 2.3.3.24 | The Solution shall offer the Test Applicant the ability to skip and come back to test questions during the testing process. |
| 2.3.3.25 | The Solution shall map test questions with the correct associated answer back to the MDOT MVA Driver Manual, Commercial Driver License Manual, or other associated test materials. |
| 2.3.3.26 | The Solution shall grade each test question, correct/incorrect, upon the Test Applicant confirming their selected answer during the testing session. |
| 2.3.3.27 | The Solution shall not allow the Test Applicant to change their chosen test question answer once it has been graded. |

| KNOWLEDGE TESTING SYSTEM & TEST CONTENT – PREFERRED REQUIREMENTS | |
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| 2.3.3.28 | The Solution shall provide the Test Proctor the ability to remove the timed test countdown display from the Test Applicant's test screen. |
| 2.3.3.29 | Upon completing the testing session, the Solution shall provide the option of a Study Guide based on the Test Applicant's failed test result. |

2.3.4 Management of Testing Administration – Requirements

- A. Provide a comprehensive explanation of the proposed Solution's features and describe how it addresses each of the requirements listed below in the "Management and Administration of Testing – Minimum Requirements" table.
- B. If the Contractor's Solution offers additional features and recommendations specific to these requirements, include details on that information as part of the proposal response for this section.

| MANAGEMENT AND ADMINISTRATION OF TESTING – MINIMUM REQUIREMENTS | |
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| 2.3.4.1 | The Solution shall provide a Test Proctor role to register test applicants, assign tests, and monitor and manage the testing process's overall administration. |
| 2.3.4.2 | The Solution shall allow Test Proctors to administer and manage both onsite and online test administration. |
| 2.3.4.3 | The Solution shall provide the Test Proctor the ability to customize the Test Applicant's assigned test with selected language, audio, and print (paper test) options. |
| 2.3.4.4 | The Solution shall allow the Test Proctor to assign more than one test during a testing session to a Test Applicant. |

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| 2.3.4.5 | The Solution shall allow the Test Proctor to view a Test Applicant's testing history to date during the registration process. |
| 2.3.4.6 | The Solution shall include the Test Proctor functionality to change a timed test to an un-timed test if business circumstances require it, with mandatory manager approval. The reason to be entered into the system and retained as part of the testing session record for audit purposes. |
| 2.3.4.7 | The Solution shall include the Test Proctor functionality to end an assigned test with a documented reason entered into the system and retained as part of the testing session record for audit purposes. |
| 2.3.4.8 | The Solution shall allow the Test Proctor to place a Test Applicant's test in a paused status and to be able to un-pause the test, allowing the test to continue. The Solution is to pause the test with no data loss to include all graded question results, unanswered questions, pending tests in queue assigned to the applicant, all applicant data, and the remaining time left on the test. |
| 2.3.4.9 | The Solution shall include the Test Proctor's functionality to delete an un-started test during the Test Applicant registration process. |
| 2.3.4.10 | The Solution shall include the Test Proctor functionality to monitor a Test Applicant's testing session and test status. |
| 2.3.4.11 | The Solution shall include the Test Proctor's functionality to move a test to a different workstation and restart an assigned applicant test as circumstances may dictate during the testing process. |
| 2.3.4.12 | The Solution shall allow the Test Proctor to stop a test at any time and to restart the test on the applicant's testing station with no loss of data; to include retaining all graded question results, unanswered questions, pending tests in queue assigned to the applicant, all applicant data, and the remaining time left on the test. |
| 2.3.4.13 | The Solution shall require the Test Applicant to confirm their identity on the testing station upon starting their test. |
| 2.3.4.14 | The Solution shall assign identifiers to testing workstations that display on the Test Proctor screen. |
| 2.3.4.15 | The Solution shall display to the Test Proctor the status of all testing stations at the testing location (assigned to the applicant, open to be assigned, offline). |
| 2.3.4.16 | The Solution shall automatically assign the Test Applicant to the next available testing station unless the Test Proctor manually assigns a specific testing station to the applicant. |
| 2.3.4.17 | The Solution shall provide the Test Proctor with the ability to manually assign the Test Applicant to a specific testing station. |

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| 2.3.4.18 | The Solution shall include the capability for the Test Proctor to place and manage test applicants in queue. |
| 2.3.4.19 | The Solution shall provide the functionality for an individual testing workstation not to affect the overall operations of the testing system and other application testing workstations if a workstation becomes inoperable. |
| 2.3.4.20 | The Solution shall allow the Test Proctor to search and retrieve a Test Applicants test. |
| 2.3.4.21 | The Solution provides the Test Proctor functionality to view and print a Test Applicant's test from the completed testing session. |
| 2.3.4.22 | The Solution shall display the Test Applicant's graded test result (pass/fail) upon the Test Proctor's display once the testing session completes enabling the Test Proctor to conduct the business checkout process. |
| 2.3.4.23 | The Solution shall provide the Test Proctor with the ability to generate and print batch tests. MDOT MVA periodically uses these tests to administer a knowledge test to a larger group requiring the same test versus individually generated assigned knowledge tests. |
| 2.3.4.24 | Batch tests are to be graded on the Law Test System, and the test result is transmitted to Customer Connect. |
| 2.3.4.25 | The Batch Test function should be permission-based, limiting User access to only those with management approval. |

2.3.5 Testing System's Graphic Images – Requirements

- A. Provide a comprehensive explanation of the proposed Solution's features and describe how it addresses each of the requirements listed below in the "Testing System's Graphic Images – Minimum Requirements" table.
- B. If the Contractor's Solution offers additional features and recommendations specific to these requirements, include details on that information as part of the proposal response for this section.

| TESTING SYSTEM'S GRAPHIC IMAGES – MINIMUM REQUIREMENTS | |
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| 2.3.5.1 | The Solution shall provide scalable graphics for different screen sizes (PC, mobile devices, etc.) |
| 2.3.5.2 | The Solution shall provide a method to link specific knowledge test graphic images to specific test questions. |
| 2.3.5.3 | The Solution shall have the functionality for images associated with test questions to be replaced, added, or deleted when updates to the test content are necessary at no additional cost to MDOT MVA. |
| 2.3.5.4 | The Solution shall only display United States signage images with wording in English. |

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| 2.3.5.5 | The Solution shall not display images with references to any state or area other than Maryland. |
| 2.3.5.6 | The Solution shall not contain images containing license plate numbers or other identifiers that connect the image to a specific person, place, property, or business. |
| 2.3.5.7 | The Solution shall display all images in color. |
| 2.3.5.8 | The Solution shall display all images clearly on the Test Applicant's screen, accompanying the associated test question. |
| 2.3.5.9 | The Solution shall display all the Test Applicant's screen images in the same location on the screen throughout the test. |

2.3.6 Testing System's Audio - Requirements

- A. Provide a comprehensive explanation of the proposed Solution's features and describe how it addresses each of the requirements listed below in the "Testing System's Audio – Minimum Requirements" table.
- B. If the Contractor's Solution offers additional features and recommendations specific to these requirements, include details on that information as part of the proposal response for this section.

| TESTING SYSTEM'S AUDIO – MINIMUM REQUIREMENTS | |
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| 2.3.6.1 | The Solution shall include audio recordings of all the knowledge tests provided on the testing system. |
| 2.3.6.2 | Audio recordings shall be provided in all offered languages for knowledge tests contained on the system. Reference current languages provided by MDOT MVA in Section 2.3.7.1 |
| 2.3.6.3 | The Solution must support the future inclusion of additional audio recordings of new knowledge tests in the future. |
| 2.3.6.4 | Audio recordings include recordings of all information displayed on the test applicant's screen; instructions, test questions, answer choices, selected answers and graded test question results, and final test grade. |
| 2.3.6.5 | The audio test must allow the Test Applicant to control the listening volume of the test. |
| 2.3.6.6 | Audio test recordings must be clear and follow the knowledge test word for word, staying in synch with the test applicant's screen's visual test. |
| 2.3.6.7 | The audio test functionality allows the Test Applicant to repeat a test question, relistening to it and the accompanying answer choices. |
| 2.3.6.8 | The Solution provides the Test Proctor functionality on an audio test to extend a timed test to allow the Test Applicant additional time to complete the test. |

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| 2.3.6.9 | The Solution provides the Test Proctor the ability to pause or stop an assigned test and then resume the test for the Test Applicant with no impact on the administration of the test or synching of the recording. (This may occur during onsite testing if a test station stops working, requiring the relocation of the Test Applicant to a new location.) |
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2.3.7 Testing System's Languages – Requirements

- A. Provide a comprehensive explanation of the proposed Solution's features and describe how it addresses each of the requirements listed below in the "Testing System's Languages – Minimum Requirements" table.
- B. If the Contractor's Solution offers additional features and recommendations specific to these requirements, include details on that information as part of the proposal response for this section.

| TESTING SYSTEM’S LANGUAGES – MINIMUM REQUIREMENTS | |
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| 2.3.7.1 | The Solution shall support the issuance of all knowledge tests in English, plus the languages currently provided by MDOT MVA's testing system. <ul style="list-style-type: none"> a. Spanish b. Chinese c. Vietnamese d. Korean e. Nepal f. French |
| 2.3.7.2 | The Solution shall support all knowledge tests' issuance in all languages, in all test administration methods (electronic, paper, audio). |
| 2.3.7.3 | The Solution shall support a wide variety of foreign languages and have the capability to add more language selections to the system, as MDOT MVA's business needs evolve in the future. |
| 2.3.7.4 | The Solution shall use the English language as the default language for all tests. |
| 2.3.7.5 | The Solution shall provide the Test Proctor the ability, during the registration process, to select and assign one of the alternate languages available on the system for the test to be administered to the Test Applicant. |
| 2.3.7.6 | The Solution shall offer the ability to enter and track Translator-assisted tests in both electronic and print formats. |

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| 2.3.7.7 | The Solution shall offer the ability to enter and capture the Translator's information. |
| 2.3.7.8 | The Solution shall provide functionality for the MDOT MVA's management of a Translator Listing in the system. This functionality offers MDOT MVA the ability to manage and track approved Translators that assist the Test Applicants, if necessary, during the transaction process. |
| 2.3.7.9 | The Solution provides the system functionality to track the Translator's certification status and notify the MDOT MVA's Business Administrators of upcoming expiration. |

2.3.8 Testing System's Paper Test Functionality – Minimum Requirements

- A. Provide a comprehensive explanation of the proposed Solution's features and describe how it addresses each of the requirements listed below in the "Testing System's Paper Test Functionality – Minimum Requirements" table.
- B. If the Contractor's Solution offers additional features and recommendations specific to these requirements, include details on that information as part of the proposal response for this section.

| TESTING SYSTEM'S PAPER TEST FUNCTIONALITY – MINIMUM REQUIREMENTS | |
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| 2.3.8.1 | The Solution shall allow for the generation and printing of paper knowledge tests that identically match the computerized test appearance and required test content for each test type. |
| 2.3.8.2 | The Solution shall provide the paper test option for every test type offered by the testing system. |
| 2.3.8.3 | The Solution shall allow for the administration of both assigned and unassigned paper knowledge tests. |
| 2.3.8.4 | An assigned paper test is defined as a test assigned to a specific Test Applicant registered in the testing system. Assigned paper tests shall contain Test Applicant identification information. |
| 2.3.8.5 | An unassigned paper test is defined as a test not assigned to a specific Test Applicant. |
| 2.3.8.6 | The Solution shall allow for the grading of the paper test on the system and retain the Test Applicant's information and test result. |
| 2.3.8.7 | The Solution shall allow for printing paper tests in any of the languages offered on the system for each test type. |
| 2.3.8.8 | The Solution shall allow for printing the paper test in portrait orientation and 8 ½" x 11" paper. |

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| 2.3.8.9 | The Solution shall provide the ability for the User to configure and save test templates based upon the test type required content. |
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2.3.9 Online Knowledge Testing – Requirements

- A. Provide a comprehensive explanation of the proposed Solution's features and describe how it addresses each of the requirements listed below in the "Online Knowledge Testing – Minimum Requirements" and the "Online Knowledge Testing – Preferred Requirements" tables.
- B. If the Contractor's Solution offers additional features, particularly security features for online testing and recommendations specific to these requirements, include details on that information as part of the proposal response for this section.

| ONLINE KNOWLEDGE TESTING – MINIMUM REQUIREMENTS | |
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| 2.3.9.1 | The Solution shall provide functionality for an online web-based knowledge test feature for MDOT MVA customers seeking to take the knowledge test from home or from another approved non-MDOT MVA Law Room location. |
| 2.3.9.2 | <p>The Solution shall offer the MDOT MVA's non-commercial knowledge tests currently provided as part of the online functionality.</p> <ul style="list-style-type: none"> a. Automobile Class C b. Motorcycle Class M c. Moped Class K d. Non-Commercial Truck Class A e. Non-Commercial Truck Class B |
| 2.3.9.3 | The Solution shall allow the MDOT MVA to add other types of knowledge tests to the future's online testing option. |
| 2.3.9.4 | The Solution shall provide the MDOT MVA's knowledge tests to the online Test Applicant that identically match the onsite Law Room's knowledge test requirements in test appearance, testing criteria, required test content, and audio and language options. |
| 2.3.9.5 | The Solution shall provide configurable functionality. Configurable functionality to include but not limited to test start times, timed tests, testing session availability, and re-testing eligibility rules as determined by MDOT MVA. |

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| 2.3.9.6 | The Solution shall provide a Quick Pass and Quick Fail feature. |
| 2.3.9.7 | The Solution shall enforce retest criteria. |
| 2.3.9.8 | The Solution shall offer functionality to provide Frequently Asked Questions (FAQ) assistance for the Test Applicant. |
| 2.3.9.9 | The Solution shall provide the online knowledge tests in an audio option for the online Test Applicant. The online audio knowledge tests functionality is to match the onsite Law Room requirements, as stated in section #2.3.5 |
| 2.3.9.10 | The Solution shall support the MDOT MVA's online knowledge tests in the English language and the other languages currently offered by MDOT MVA for the selected test type for the online Test Applicant to choose. <ul style="list-style-type: none">a. Spanishb. Chinesec. Vietnamesed. Koreane. Nepalf. French |
| 2.3.9.11 | The Solution shall allow for and support the unlimited addition of other languages to the system in the future. |
| 2.3.9.12 | The Solution shall allow for MDOT MVA business rules to determine which languages are allowed for each Test Type. |
| 2.3.9.13 | Upon selecting the chosen language, the Solution provides the online Test Applicant online screens to view in their chosen language. |
| 2.3.9.14 | The Solution shall have the functionality for the online Test Applicant to change the selected language during the registration and testing process. |
| 2.3.9.15 | The Solution shall provide a secure online registration portal to allow the online Test Applicants to enter MDOT MVA required information and identification to register for the knowledge test and create an applicant record. |
| 2.3.9.16 | The Solution shall provide a system with functionality to record the Test Applicant's registration, any required documents, and testing results in a centralized testing database. |
| 2.3.9.17 | The Solution shall capture the online Test Applicant's data in real-time. |
| 2.3.9.18 | The Solution shall provide the ability to capture a photo image of the Test Applicant using their testing device (home PC, tablet) being used for testing and to retain the image as part of the applicant's testing history. |

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| 2.3.9.19 | The Solution shall have the ability to store images taken during the online testing session for audit and verification purposes in accordance with MDOT MVA business rules. |
| 2.3.9.20 | The Solution shall notify the online Test Applicant of the photo image requirement during the registration process. |
| 2.3.9.21 | The Solution shall provide the ability to make required fields mandatory, preventing the Test Applicant from completing the process until the required information is entered into the fields. |
| 2.3.9.22 | The Solution shall require online Test Applicants under the age of 18 to have a parent or legal guardian participate in the online registration process as determined by MDOT MVA. |
| 2.3.9.23 | The Solution shall include a method to validate the online Test Applicant's identity for all applicants. |
| 2.3.9.24 | The Solution's registration process shall include a method to perform an identity validation on parents or guardians signing for an online Test Applicant that is under 18 years of age. |
| 2.3.9.25 | The Solution shall provide the functionality to stop the registration process if the identity of either the online Test Applicant or parent/guardian cannot be validated. |
| 2.3.9.26 | The Solution shall provide the online Test Applicant the option to cancel their online registration at any time before the completion of the registration process. |
| 2.3.9.27 | Once the registration process is complete, the Solution shall not allow the online Test Applicant to cancel their test unless a technical issue prevents the testing session from proceeding. |
| 2.3.9.28 | The Solution shall have the functionality to send the Test Applicant and the parent/guardian notification emails. Examples: Confirmation of test registration, secure access codes, access URL, and testing results. |
| 2.3.9.29 | The Solution shall offer the functionality to email a notification message, or a text method if the functionality provided, to the parent or legal guardian for Test Applicants under 18 during the registration process to confirm they consent to the test registration. |
| 2.3.9.30 | In the event of an unplanned interruption of the test (power or service outage), the Solution provides a method for the online Test Applicant to be approved to re-access the knowledge test and resume the test where it left off, completing the testing session. |
| 2.3.9.31 | The Solution shall require the online Test Applicant re-accessing an uncompleted testing session to reconfirm their identity and provide a method for a secure access confirmation code provided to the applicant via email or text. |

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| 2.3.9.32 | The Solution shall include functionality to prevent the online Test Applicant from re-accessing a completed online test and retaking it once the test is graded and the testing session is closed. |
| 2.3.9.33 | The Solution shall not allow the online Test Applicant to print their knowledge test or save it to their device. |
| 2.3.9.34 | The Solution shall enforce all timed tests rules and display on the online Test Applicant's screen when the test time starts and when the test time runs out, ending the Test Applicant's test if they have not already completed the test. |
| 2.3.9.35 | The Solution shall automatically calculate and display a retest date if the online Test Applicant fails the knowledge test. |
| 2.3.9.36 | The Solution shall provide instructions and rules for the online knowledge tests to the online Test Applicant and require confirmation of understanding before allowing the applicant to start the test. |
| 2.3.9.37 | The Solution shall inform the Test Applicant of MDOT MVA business rules before entering the test system and a warning message during testing if the system detects a security issue or cheating. |
| 2.3.9.38 | The Solution shall have the functionality to detect interruptions to the testing process, such as the Test Applicant navigating away from the test by opening another browser window, exiting the test, violating testing rules, or flagged error conditions. In this case, the system shall have the functionality to automatically stop the test and record it as a failed test to prevent immediate retesting. |
| 2.3.9.39 | The Solution shall provide the functionality to prevent an online Test Applicant from retesting if fraud has been determined based on their testing activity. |
| 2.3.9.40 | The Solution shall allow the Test Applicant to retest or resume where they left off on the test if the Test Applicant's testing is interrupted due to Internet failure, Contractor issues, or similar events outside the Applicant's control. |
| 2.3.9.41 | The Solution shall provide the MDOT MVA Test Proctor the functionality to change the online Test Applicant's registered knowledge test to an onsite test to be taken at an MDOT MVA Law Room if the test applicant is unable to navigate or complete the test online. |
| 2.3.9.42 | The Solution shall display the online Test Applicant's testing result (pass or failure) and instructions for the next transaction steps. |
| 2.3.9.43 | The Solution shall provide the online Test Applicant the ability to print their completed test results, and the next transaction steps instruction screen. |
| 2.3.9.44 | The Solution shall offer the option to redirect the online Test Applicant to MDOT MVA's Scheduling System for the applicant to schedule their onsite appointment at an MDOT MVA branch office location. |

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| 2.3.9.45 | The Solution shall provide a real-time web-based data repository that will allow the MDOT MVA to collect and review remote Test Applicant’s tests, registration information, and all related testing history. |
| 2.3.9.46 | The Solution shall provide the ability to generate and produce reports on all online testing activities. Reference section 2.3.10 for report requirements. |

| ONLINE KNOWLEDGE TESTING – PREFERRED REQUIREMENTS | |
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| 2.3.9.47 | The Solution shall support an option of implementing a government cloud certified solution for the online testing method covered by Fed RAMP security features. |
| 2.3.9.48 | The Solution shall offer an optional text messaging feature to the online Test Applicant to receive security access codes or other information as determined by MDOT MVA. |
| 2.3.9.49 | The Solution shall offer the online Test Applicant's functionality to take a photo and upload it to their testing session as part of the registration and testing process. |
| 2.3.9.50 | The Solution shall offer the online Test Applicant taking a timed test the option to hide the display of the test time countdown during the testing session. |
| 2.3.9.51 | The Solution shall offer Chat Bot assistance to the online Test Applicant. |
| 2.3.9.52 | The Solution shall offer the functionality to accept and process payments. |
| 2.3.9.53 | The Solution should offer the online Test Applicant the option to print a study guide based upon their knowledge test if the first testing attempt resulted in a failing grade. |
| 2.3.9.54 | The Solution shall offer optional video functionality as part of the online testing process. |
| 2.3.9.55 | The Solution shall link the online Test Applicant to a Practice Test knowledge site. |
| 2.3.9.56 | The Solution shall offer the Certificate of Test Completion option to be scanned and stored in the system. |

2.3.10 Testing System’s Reporting – Requirements

- A. Provide a comprehensive explanation of the proposed Solution's features and describe how it addresses each of the requirements listed below in the “Testing System’s Reporting – Minimum Requirements” table.
- B. If the Contractor's Solution offers additional features and recommendations specific to these requirements, include details on that information as part of the proposal response for this section.

| REPORTING – MINIMUM REQUIREMENTS | |
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| 2.3.10.1 | The Solution shall provide the MDOT MVA User the ability to query data to compile AdHoc reports, setting date and time parameters to generate, print, and export data for reporting and auditing purposes. |
| 2.3.10.2 | The Solution reporting function shall be savable and configurable. |
| 2.3.10.3 | The Solution shall capture and provide real-time data for reporting purposes. |
| 2.3.10.4 | The Solution’s Reporting functionality includes data from both onsite and online system activity and tests. |
| 2.3.10.5 | The Solution shall provide a method for the user to search and retrieve data in a report format in real-time. |
| 2.3.10.6 | The Solution shall provide the ability to search for a Test Applicant’s data by First and Last Name and MDOT MVA license number. |
| 2.3.10.7 | The Solution shall provide an additional ability to Search for a Test Applicant’s test results and history by Name and Test Type. |
| 2.3.10.8 | The Solution shall provide reports for the following data but not limited to requirements 2.3.10.9 – 2.3.10.14. |
| 2.3.10.9 | The Solution shall provide reports for Testing Activity per MDOT MVA Branch Locations to include at a minimum: Test Types, Testing Method (computer, print), Testing Options (audio, language, translator assisted), Test Proctor, Testing Results (Pass, Fail, Incomplete) |
| 2.3.10.10 | The Solution shall provide reports for Test Applicant’s Knowledge Test Session Activity to include at a minimum: Test Type, Date, Location, Testing Method, Testing Option, Test Results, Testing History for Applicant, Length of Testing Session, Correct/Incorrect answered questions, Test Applicant’s completed test |
| 2.3.10.11 | The Solution shall provide reports for Test Proctor Activity Information to include at a minimum: Testing Location, Date and Time Tests Issued with Test Applicant’s Testing Information, Employee ID Identification, Log of Date and Times on System |
| 2.3.10.12 | The Solution shall provide reporting functionality for specific online Test Applicant data to be compiled for reporting purposes, such as the Online Test Applicant’s Parent or Legal Guardian Report for confirmation verification. |
| 2.3.10.13 | The Solution shall provide a report for online system issues, showing all system outages or errors that occurred during operation. |

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| 2.3.10.14 | <p>The Solution shall provide a report to show call center tickets and resolutions for system issues and impacted online tests, to include:</p> <p>Test Type, Issue, Dates, Times, Day, Time Periods, Length of Time Each Issue Lasted and Time-Resolved</p> |
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2.3.11 Testing System’s Audit Functionality – Requirements

- A. Provide a comprehensive explanation of the proposed Solution's features and describe how it addresses each of the requirements listed below in the “Testing System’s Audit Functionality – Minimum Requirements” table.
- B. If the Contractor's Solution offers additional features and recommendations specific to these requirements, include details on that information as part of the proposal response for this section.

| TESTING SYSTEM’S AUDIT FUNCTIONALITY – MINIMUM REQUIREMENTS | |
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| 2.3.11.1 | The Solution shall provide audit functionality for MDOT MVA to review the activity of Users and Test Applicants. |
| 2.3.11.2 | The Solution shall provide a method for the MDOT MVA’s Business User to securely view testing and staff system activity for auditing purposes. |
| 2.3.11.3 | The Solution shall capture and store all onsite and online Test Applicant and Test Proctor testing history for auditing purposes. |
| 2.3.11.4 | The Solution shall capture and store all history associated with the termination, deletion, and configuration changes to a Test Applicant’s knowledge test for auditing purposes. |

2.3.12 Testing System’s User Accounts and Security Requirements

- A. Provide a comprehensive explanation of the proposed Solution’s user accounts and security features, describing how it addresses the requirements listed below in the “Testing System’s User Accounts and Security – Minimum Requirements” table.
- B. If the Contractor's Solution offers additional features and recommendations specific to these requirements, include details on that information as part of the proposal response for this section.

| TESTING SYSTEM’S USER ACCOUNTS AND SECURITY – MINIMUM REQUIREMENTS | |
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| 2.3.12.1 | The Solution shall include configurable role-based user permissions to be created for MDOT MVA Law Room employees (Test Proctors), supervisors, managers, system administrators, and additional roles as identified during the business process definition activities. |
| 2.3.12.2 | The Solution shall provide the capability to log in to the system using MDOT MVA’s Active Directory (AD) log-on. |
| 2.3.12.3 | The Solution shall include the capability to track configuration changes made to the system by user ID and name. |

2.3.13 Training Requirements

- A. Provide a comprehensive explanation of the proposed Solution’s training for system users and describe how it addresses the requirements listed below in the “Training – Minimum Requirements” table.
- B. If the Contractor’s Solution offers additional features and recommendations specific to these requirements, include details on that information as part of the proposal response for this section.

| TRAINING – MINIMUM REQUIREMENTS | |
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| 2.3.13.1 | <p>The Contractor shall provide training specific to the following system users:</p> <ul style="list-style-type: none"> A. Test Proctors B. Managers/Supervisors C. Business Unit Administrator D. MDOT MVA Technical Support <p>The MDOT MVA will furnish the facilities and computers. The Contractor shall provide all training materials.</p> |
| 2.3.13.2 | The Contractor shall provide web-based training modules appropriate to each of the users listed in requirement 2.3.13.1 |
| 2.3.13.3 | The Contractor shall provide a Trainer to conduct online training sessions based on the web-based training modules. |
| 2.3.13.4 | Some training sessions shall be “Train-the-Trainer” sessions for MDOT MVA designated staff. |
| 2.3.13.5 | The Contractor shall offer an option of in-person onsite training at the MDOT MVA Glen Burnie headquarters location. |

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| 2.3.13.6 | The Contractor shall provide an electronic user manual for the testing system and provide it to the MDOT MVA Project Manager. |
| 2.3.13.7 | Throughout the support of the testing system, the Contractor keeps the electronic user manuals up to date with the most recent changes and provides the updated electronic file to MDOT MVA. |

2.3.14 Contractor-Supplied Hardware, Software, and Materials

The MDOT MVA will provide the hardware for the testing system based on the agreed-upon Contractor’s proposed Solution, recommended hardware requirements, and working within the project’s allotted budget.

- A. By responding to this RFP and accepting a Contract award, the Offeror specifically agrees that for any software, hardware or hosting service that it proposes, the State will have the right to purchase such item(s) from another source, instead of from the selected Offeror.
- B. Based on the Offeror’s solution it can be either on premises or on the cloud, SaaS applications, shall be accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface.
- C. The State shall be permitted limited role-specific application configuration settings.
- D. The Contractor is responsible for working with MDOT MVA on the acquisition and operation of all hardware, software and network support related to the services being provided and shall keep all software and any associated licenses current.
- E. All upgrades and regulatory updates shall be provided at no additional cost and continue to be compatible with the most current version of the OS.
- F. The State requires that the Offeror price individual software modules, any associated licenses, and support costs separately.
- G. The State also requires that the Offeror provide fully functional, generally available software and multiple-user licenses for purchase as needed throughout the life of the Contract.
- H. The Offeror shall install and provide all documentation for the software furnished under the Contract.
- I. Software costs procured as part of the RFP cannot exceed 49 percent of the total Contract value.
- J. Material costs shall be passed through with no mark-up by the Contractor.
- K. The Contractor shall prepare software releases and stage at the Administration for validation in the system test environment. The Administration will provide authorization to proceed. The Administration will have the ability to manage the distribution of these releases to the appropriate sites. To support this requirement, the Contractor shall propose, provide and fully describe their solution for updating all sites with any new software releases.
- L. The Offeror shall provide a five-year period for any maintenance and support for the software and services. The warranty period for the software and services will

not commence until acceptance of the products and services by the Administration. The warranty period shall be for the duration of the Contract. Notwithstanding anything to the contrary, all defective items must be replaced at no additional cost to the State.

- M. Acceptance criteria for software, any licenses, and services for the Solution will occur once the software has been installed, tested, and deemed operational and has been signed off by the Administration, and the acceptance documentation has been received, verified, and accepted by the MDOT MVA Project Manager.

2.3.15 Required Project Policies, Guidelines and Methodologies

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. Offeror is required to review all applicable links provided below and state compliance in its response.

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

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: <http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx>;
- B. The State of Maryland Information Technology Security Policy and Standards at: <http://www.DoIT.maryland.gov>- keyword: Security Policy;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- D. The State of Maryland Information Technology Project Oversight at: <http://doit.maryland.gov/epmo/Pages/ProjectOversight.aspx>;
- E. The Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's Project Management Body of Knowledge Guide; and the most recent edition of the Agile Alliance Practice Guide.

2.3.16 Product Requirements

- A. Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software as part of its Proposal.
- B. Offeror shall be authorized to furnish the proposed goods and services. Offerors proposing to resell services of another entity must be authorized by such other entity.
- C. No international processing for State Data: As described in **Security Requirements**, Offerors are advised that any processing or storage of data outside of the continental U.S. is prohibited.
- D. Offeror consistent expiration dates: A Purchase Order (PO) for a service already being delivered to the Administration under the Contract shall terminate on the same calendar day as the prior product/service. As appropriate, charges shall be pro-rated.

- E. Any Contract award is contingent on the State's agreement, during the Proposal evaluation process, to any applicable terms of use and any other agreement submitted. Such agreed upon terms of use shall apply consistently across services ordered under the Contract.
- F. The Contractor shall not establish any auto-renewal of services beyond the period identified in Contract documents.
- G. In addition to any notices of renewal sent to the Administration, Contractors shall email notices of renewal to the e-mail address designated by the Contract Monitor.

2.3.17 Maintenance and Support

Maintenance and support, and Contractor's ongoing maintenance and support obligations, are defined as follows:

- A. Maintenance commences at the conclusion of the one-year warranty period. Billing for such maintenance and support shall commence after the conclusion of the one-year warranty.
- B. Software maintenance includes all future software updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining a renewable software support contract.
- C. Support shall be provided for superseded releases and back releases still in use by the State.
- D. For the first year and all subsequent Contract years, the following services shall be provided for the current version and one previous version of any Software provided with the Deliverables, commencing upon the start of the contract.
 - 1) Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
 - 2) Material Defects. Contractor shall notify the State of any material errors or defects in the Deliverables known, or made known to Contractor from any source during the life of the Contract that could cause the production of inaccurate or otherwise materially incorrect results. The Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
 - 3) Updates. Contractor will provide to the State at no additional charge all new releases and bug fixes (collectively referred to as "Updates") for any software Deliverable developed or published by the Contractor and made available to its other customers.
- E. Operations tasks to include virus scans
- F. Activity reporting
- G. User support (Help Desk)
 - 1) Contractor shall furnish Help Desk services for Technical System Support, Network and Database teams.
 - 2) Help Desk services are available during Normal State Business Hours.

- 3) Contractor shall utilize a help desk ticketing system to record and track all help desk calls. The ticketing system shall record with a date and timestamp when the ticket was opened and when the ticket was closed.
- 4) Help Desk services shall be furnished using resources familiar with the State's account (i.e., calls shall not be sent to a general tier 1 call queue).

2.3.17.1 Technical Support

- A. "Technical Support" means Contractor-provided assistance for the services or Solution furnished under the Contract, after initial end-user support confirms a technical issue that requires additional troubleshooting capabilities; sometimes referenced as Tier II – IV support.
- B. Technical Support shall be available during Normal State Business Hours. Although not a frequent event, if an update to the testing system is deployed to production, during evening or weekend after hours will be required. Prior to the deployment the after-hours time period will be provided to the Contractor and support will be provided to the Administration at no additional cost.
- C. The State shall be able to contact a Technical Support team member 24 hours per day, 7 days per week, 365 days per year.
- D. Contractor Personnel providing technical support shall be familiar with the State's account (i.e., calls shall not be sent to a general queue).
- E. Contractor shall return calls for service of emergency system issues (see Service Level Agreement) within one (1) hour.
- F. Calls for non-emergency IT service requests will be returned within three (3) hours or immediately the following day if after Normal State Business Hours. In the event of an afterhours evening or weekend deployment, arrangements and hours will be agreed upon prior to the deployment.
- G. The State shall be provided with information on software problems encountered at other locations, along with the solution to those problems, when relevant to State software.

2.3.17.2 Backup

The Contractor shall:

- A. Assist MVA personnel to perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers;
- B. Retain daily backups for one (1) month and weekly backups shall be retained for two (2) years;
- C. Provide backups of the configuration and data on a regular basis as a Contract option. Contractor shall describe backup services offered, and shall offer pricing for this option in the Financial Proposal Form;
- D. Provide on demand support for the State's recovery of a backup set.

2.4 Deliverables

The Contractor shall provide the following deliverables throughout the life of the contract.

| Minimum Deliverables List | |
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| 2.4.1.1 | <p>The Contractor shall create or define content in the following documentation as needed with input and approval from MDOT MVA. This includes, but is not limited to:</p> <ul style="list-style-type: none"> A. Solution Roadmap (Infrastructure Landscape: Sandbox, Testing, and Production) <ul style="list-style-type: none"> a. Hardware Specifications (recommendations for compatibility with either existing or new hardware) b. System Infrastructure <ul style="list-style-type: none"> i. System Set-Up ii. System Configuration iii. Integration c. COTS Configuration and Customization <ul style="list-style-type: none"> i. Software ii. Testing iii. Deployment d. Interfaces <ul style="list-style-type: none"> i. Customer Connect e. System Security <ul style="list-style-type: none"> i. User ii. Software Training i. User (Test Proctors) ii. Managers/Supervisors iii. System Administrators iv. Technical Team v. Training Documentation B. Baseline and Incremental Project Schedule C. Interface Control Document (ICM) D. Approved Incremental Project Schedule (revisable based on Agile) E. Functional Requirements/System Specifications F. Build Guide to include Installation Checklist G. Testing <ul style="list-style-type: none"> a. Test Plan to include: <ul style="list-style-type: none"> i. Integration Testing |

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| | <ul style="list-style-type: none">ii. User Acceptance Testing, andiii. System Testing <p>b. Test Materials</p> <ul style="list-style-type: none">i. Test Scenariosii. Test Scripts/Test Casesiii. Test Dataiv. UAT Issues Tracker Log <p>H. System Administrator and User Training (web-based / in-person option)</p> <p>I. Project Status Reports (format and content to be approved by the MDOT MVA)</p> <p>J. System Administrator's Guide</p> <p>K. Basic User's Guide</p> <p>L. Advanced User's Guide (Manager/Supervisor)</p> <p>M. Technical User Guide (for in-house IT support)</p> <p>N. Electronic Training Materials</p> |
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2.4.1 Deliverable Submission

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

specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Minimum Deliverable Quality**.

2.4.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Deliverable Descriptions/Acceptance Criteria**.
- B. The Contract Monitor shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Contract Monitor is responsible for coordinating comments and input from various team members and stakeholders. The Contract Monitor is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
- C. The Contract Monitor will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating “Accepted” and signed by the Contract Monitor, the Contractor shall submit a proper invoice in accordance with the procedures in **Invoicing**. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- D. In the event of rejection, the Contract Monitor will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

2.4.3 Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

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

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

2.4.4 Deliverable Descriptions/Acceptance Criteria

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

Deliverables Summary Table*

| ID # | Deliverable Description | Acceptance Criteria | Due Date / Frequency |
|--|--|---|---|
| Initial Project Schedule/Deliverables | | | |
| 2.4.4.1 | Solution Roadmap | MDOT MVA’s review and sign-off that all requirements have been met in accordance with the specifications. Acceptable format following Kick-Off Discussions. | Initial delivery at NTP date with incremental updates provided within 5 business days as identified throughout the life of the project. |
| 2.4.4.2 | Baseline and Incremental Project Schedule | Microsoft Project (2010 version or higher) schedule demonstrating tasks, task estimates, resource assignments, and dependencies for both the MDOT MVA and the Contractor’s Personnel. | Initial delivery at NTP date with incremental updates provided within 5 business days as identified throughout the life of the project. |
| 2.4.4.3 | Hardware Recommendations with Specifications | Microsoft Word (2010 version or higher) | Initial delivery at NTP plus 30 calendar days. |
| 2.4.4.4 | Finalized Project Schedule | Microsoft Project (2010 version or higher) schedule demonstrating tasks, task estimates, resource assignments, and dependencies for both the MDOT MVA and the Contractor’s Personnel. | Within 5 business days of initial review agreement of the Baseline Project Schedule. Updates: On an as need basis. |
| Implementation | | | |
| 2.4.4.5 | Project Status Reports (Format and content to be approved by the MDOT MVA) | Microsoft Word (2010 version or higher) | Weekly |
| 2.4.4.6 | Functional Requirements/System’s Specifications | MDOT MVA’s review and sign-off that all requirements have been met in | As in the Finalized Project Schedule approved by the MDOT MVA. |

| | | | |
|----------------|---|---|--|
| | | <p>accordance with the specifications.</p> <p>Either in MDOT MVA format or substantial equivalent.</p> | |
| 2.4.4.7 | Interface Control Document (ICD) | <p>Outline of all interfaces between systems with MDOT MVA's review and sign-off that all requirements have been met in accordance with the solution roadmap and current project development.</p> <p>Microsoft Word (2010 version or higher).</p> | <p>Initial delivery with System API documentations for us with interfaces. Incremental updates provided within 5 business days as identified throughout the life of the project.</p> |
| 2.4.4.8 | For a COTS Solution Build Guide including Installation Checklist. | <p>MDOT MVA's review and sign-off that all requirements have been met in accordance with the specifications.</p> <p>Microsoft Word (2010 version or higher).</p> | As in the Finalized Project Schedule approved by the MDOT MVA. |
| 2.4.4.9 | Test Plan | <p>MDOT MVA's review and sign-off.</p> <p>Microsoft Word (2010 version or higher).</p> | As in the Finalized Project Schedule approved by the MDOT MVA. |
| 2.4.4.10 | Test Materials | <p>MDOT MVA's review and sign-off.</p> <p>Microsoft Word (2010 version or higher).</p> | As in the Finalized Project Schedule approved by the MDOT MVA. |
| Go-Live | | | |
| 2.4.4.11 | User Acceptance Testing (UAT) | <p>MDOT MVA's review and sign-off that all requirements have been met in accordance with the specification.</p> <p>Microsoft Word (2010 version or higher)</p> | On a schedule approved by the MDOT MVA. |
| 2.4.4.12 | Basic User's Guide | <p>MDOT MVA's review and sign-off that all requirements have been met in accordance with the specification.</p> <p>Microsoft Word (2010 version or higher)</p> | <p>As in the Finalized Project Schedule approved by the MDOT MVA.</p> <p>Updates: Within 15 business days of</p> |

| | | | |
|----------|--|---|--|
| | | | deployment of new functionality. |
| 2.4.4.13 | Advanced User's Guide (Manager/Supervisor) | MDOT MVA's review and sign-off that all requirements have been met in accordance with the specifications. Microsoft Word (2010 version or higher). | As in the Finalized Project Schedule approved by the MDOT MVA. Updates: Within 15 business days of deployment of new functionality. |
| 2.4.4.14 | System Administrator's User Guide | MDOT MVA's review and sign-off that all requirements have been met in accordance with the specifications. Microsoft Word (2010 version or higher). | As in the Finalized Project Schedule approved by the MDOT MVA. Updates: Within 15 business days of deployment of new functionality. |
| 2.4.4.15 | Technical User Guide | MDOT MVA's review and sign-off that all requirements have been met in accordance with the specifications. Microsoft Word (2010 version or higher). | As in the Finalized Project Schedule approved by the MDOT MVA. Updates: Within 15 business days of deployment of new functionality. |
| 2.4.4.16 | Electronic Training Materials | MDOT MVA's review and sign-off that all requirements have been met in accordance with the specifications. Microsoft Word (2010 version or higher). | As in the Finalized Project Schedule approved by the MDOT MVA. Updates: Within 15 business days of deployment of new functionality. |
| 2.4.4.17 | Go Live in the Production environment including completion of all user training. | Completion of web-based and as agreed upon during planning, in-person training. | As in the Finalized Project Schedule approved by the MDOT MVA. Updates: Within 15 business days of deployment of new functionality. |

| Final Acceptance | | | |
|------------------|------------------|--|--------------------------------|
| 2.4.4.18 | Final Acceptance | MDOT MVA’s review and sign-off that all deliverables have been received and known defeats are resolved. Either in MDOT MVA’s format or substantial equivalent. | 30 Business Days after Go Live |

*The deliverables summary table may not list every contractually-required deliverable. Offerors and Contractors should read the RFP thoroughly for all Contract requirements and deliverables.

2.5 Service Level Agreement (SLA)

The MDOT MVA is sensitive to system performance, Overall Solution Performance, Hardware Performance, Project Performance and Deliverables and their impact on efficiency and perception. As a result, performance measures shall be implemented as proposed and agreed to in the Contract and measured periodically as a means of maintaining a high level of performance as proposed that is considered acceptable performance from an end-user point of view. The Contractor shall include both the measures and the frequency of measurement in its SLA before implementation.

2.5.1 Definitions

- A. A “Problem” is defined as any situation or issue reported via a help desk ticket that is related to the system operation that is not an enhancement request.
- B. “Problem resolution time” is defined as the period of time from when the help desk ticket is opened to when it is resolved.
- C. Monthly Charges: for purposes of SLA credit calculation, Monthly Charges are defined as the charges set forth in **Financial Proposal Form**, invoiced during the month of the breach for the monthly fixed services, or, in the event of annual billing, 1/12 of the annual invoice amount **Financial Proposal Form**.

2.5.2 SLA Requirements

The Contractor shall:

- A. Be responsible for complying with all performance measurements, and shall also ensure compliance by all subcontractors.
- B. Meet the Problem response time and resolution requirements as defined.
- C. Provide a monthly report to monitor and detail response times and resolution times.
- D. Log Problems into the Administration’s help desk software and assign an initial severity (Emergency, High, Medium or Low as defined).
- E. Respond to and update all Problems, including recording when a Problem is resolved and its resolution. Appropriate Administration personnel shall be notified when a Problem is resolved.
- F. The Administration shall make the final determination regarding Problem severity.

- G. Contractor shall review any Problem with Administration to establish the remediation plan and relevant target dates.

2.5.3 SLA Effective Date (SLA Activation Date)

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

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

2.5.4 Service Level Reporting

- A. Contractor performance will be monitored by Administration.
- B. The Contractor shall provide detailed monthly reports evidencing the attained level for each SLA.
- C. The Contractor shall provide a monthly summary report for SLA performance.
- D. Monthly reports shall be delivered via e-mail to the Contract Monitor by the 15th of the following month.
- E. If any of the performance measurements are not met during the monthly reporting period, the Contractor will be notified of the standard that is not in compliance.

2.5.5 Problem Response Definitions and Times

- A. The Contractor shall meet the Problem response time and resolution requirements.
- B. The Contractor shall provide a monthly report to monitor and detail response times and resolution times.

| Service Priority | Response Time | Resolution Time | Response Availability | Work Outage | Users Affected |
|-------------------------|--|-----------------------------------|--|--|---|
| High | Less than 30 minutes If reported M-F after 4:00 p.m. or after business hours on Saturday, resolution would be due the following business day. | Within 4 hours after first report | Mon-Saturday 7 AM-7 PM Excluding Sunday | Major portions of the System are inaccessible. Systems or users are unable to work, or to perform some portion of their job. Example could include: The testing system is inoperable, preventing the MDOT MVA from administering knowledge tests. | Affects the branch offices, or most users to include public facing users. Affects high profile users (i.e., executive management) Affects customer use and service. |

| Service Priority | Response Time | Resolution Time | Response Availability | Work Outage | Users Affected |
|------------------|----------------|--|---|---|---------------------------|
| Normal | Within 2 hours | Within 1 day (24 hours) after first report. If the outage is not resolved a resolution plan must be in place. | Mon-Saturday, 7AM-7PM Excluding Sunday | Specific non-critical features are not operating as specified. Systems or users are unable to perform a small portion of their job, but are able to complete most tasks. | Affects a number of users |
| Low | Within 2 hours | Within 3 days (72 hours) after first report. If the outage is not resolved a resolution plan must be in place. | Mon-Saturday, 7AM-7PM Excluding Sunday | Lower priority features that can be done manually are not operating as specified. Often a request for service with ample lead time. | Affects a number of users |

3 Contractor Requirements: General

3.1 Contract Initiation Requirements

Contractor shall participate in a Project Kickoff meeting as scheduled by MDOT MVA, where the Contractor shall furnish a current version of the Baseline schedule describing the activities for the Contractor, the State, and any third parties for fully transitioning to the Contractor's Solution as part of the Kickoff Meeting.

3.2 End of Contract Transition

- 3.2.1 The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 60 days prior to Contract end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:
- A. Provide additional services and support as requested to successfully complete the transition;
 - B. Maintain the services called for by the Contract at the required level of proficiency;
 - C. Provide updated System Documentation (see Appendix 1), as appropriate; and
 - D. Provide current operating procedures (as appropriate).
- 3.2.2 The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of the Contract.
- 3.2.3 The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contract Monitor.
- 3.2.4 The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:
- A. The Contractor shall provide a draft Transition-Out Plan 120 Business Days in advance of Contract end date.
 - B. The Transition-Out Plan shall address at a minimum the following areas:
 - 1) Any staffing concerns/issues related to the closeout of the Contract;
 - 2) Communications and reporting process between the Contractor, the Administration and the Contract Monitor;
 - 3) Security and system access review and closeout;
 - 4) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Administration or a designee;
 - 5) Any final training/orientation of Administration staff;
 - 6) Connectivity services provided, activities and approximate timelines required for Transition-Out;
 - 7) Knowledge transfer, to include:

- a) A working knowledge of the current system environments as well as the general business practices of the Administration;
- b) Review with the Administration the procedures and practices that support the business process and current system environments;
- c) Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of the Contract;
- d) Documentation that lists and describes all hardware and software tools utilized in the performance of the Contract;
- e) A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
- 8) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
- 9) Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.
- C. The Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the Contract Monitor.
- D. The Contractor shall provide copies of any current daily and weekly back-ups to the Administration or a third party as directed by the Contract Monitor as of the final date of transition, but no later than the final date of the Contract.
- E. Access to any data or configurations of the furnished product and services shall be available after the expiration of the Contract.

3.2.5 Return and Maintenance of State Data

- A. Upon termination or the expiration of the Contract Term, the Contractor shall: (a) return to the State all State data in either the form it was provided to the Contractor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the Contract term; (c) after the retention period, the Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.
- B. During any period of service suspension, the Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the Contract Monitor.

In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by Contractor with respect to the services.

3.3 Invoicing

3.3.1 General

- A. The Contractor shall e-mail the original of each invoice and signed authorization to invoice to the Contract Monitor. The Contract Manager will be confirmed upon the award.
- B. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- C. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
 - 1) Contractor name and address;
 - 2) Remittance address;
 - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
 - 5) Invoice date;
 - 6) Invoice number;
 - 7) State assigned Contract number;
 - 8) State assigned (Blanket) Purchase Order number(s);
 - 9) Goods or services provided;
 - 10) Amount due; and
 - 11) Any additional documentation required by regulation or the Contract.
- D. Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.
- E. The Administration reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Administration with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.
- F. Any action on the part of the Administration or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- G. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.

- H. 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 Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.2 Invoice Submission Schedule

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

- A. For items of work for which there is one-time pricing (see – Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the Administration.
- B. For items of work for which there is annual pricing, see – Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services.

3.3.3 Deliverable Invoicing

- A. Deliverable invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF is not submitted (see online example at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf).
- B. Payment for deliverables will only be made upon completion and acceptance of the deliverables.

3.3.4 Time and Materials Invoicing

- C. All time and material invoices shall be accompanied by a signed timesheet as described below and notice(s) of acceptance issued by the State: DPAF for each time period invoiced (see online example at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf). Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person’s timesheet for the period signed by the Contract Monitor.
- D. Time Sheet Reporting
Within three (3) 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 Contract.
- E. At a minimum, each semi-monthly timesheet shall show:
 - 1) Title: “Time Sheet for Contractor Personnel;
 - 2) Issuing company name, address, and telephone number;
 - 3) For each employee /resource:
 - a) Employee / resource name, and
 - 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.):

- i) Tasks completed that week and the associated deliverable names and ID#s;
 - ii) Number of hours worked each day;
 - iii) Total number of hours worked that Period;
 - iv) Period variance above or below 40 hours;
 - v) Annual number of hours planned under the Task Order;
 - vi) Annual number of hours worked to date; and
 - vii) Balance of hours remaining;
- 4) Annual variance to date (Sum of periodic variances); and
 - 5) Signature and date lines for the Contract Monitor.
- F. Time sheets shall be submitted to the Contract Monitor prior to invoicing. The Contract Monitor shall sign the timesheet to indicate authorization to invoice.

3.3.5 For the purposes of the Contract an amount will not be deemed due and payable if:

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

3.3.6 Travel Reimbursement

Travel will not be reimbursed under this RFP.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

MBE liquidated damages are identified in Attachment M.

3.4.2 Liquidated Damages other than MBE

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3.5 Disaster Recovery and Data

The following requirements apply to the Contract:

3.5.1 Redundancy, Data Backup and Disaster Recovery

- A. Unless specified otherwise in the RFP, Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor's obligations under this provision.
- B. The Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
 - 1) The Contractor shall furnish a DR site.
 - 2) The DR site shall be at least 100 miles from the primary operations site, and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- C. The contingency and DR plans must be designed to ensure that services under the Contract are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor shall send the Contract Monitor a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the Administration to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

3.5.2 Data Export/Import

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

3.5.3 Data Ownership and Access

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

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

3.6 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

3.6.1 The following type(s) of insurance and minimum amount(s) of coverage are required:

- A. Commercial General Liability - of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
- B. Errors and Omissions/Professional Liability - \$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.
- C. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of \$1,000,000 per loss, and a minimum single loss retention not to exceed \$10,000. The State of Maryland and the Administration should be added as a "loss payee."
- D. Cyber Security / Data Breach Insurance – (For any service offering hosted by the Contractor) ten million dollars (\$10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State's claimants or employers is processed or stored.

- E. Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
 - F. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 3.6.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.
- 3.6.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- 3.6.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.6.5 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- 3.6.6 **Subcontractor Insurance**
- The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.7 Security Requirements

The following requirements are applicable to the Contract:

3.7.1 Employee Identification

- A. Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
- B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.

- D. 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 Contract.

3.7.2 Security Clearance / Criminal Background Check

- A. A criminal background check for any Contractor Personnel providing on-site or remote support with access to State data shall be completed prior to each Contractor Personnel providing any services under the Contract.
- B. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.
- C. The Contractor shall provide certification to the Administration that the Contractor has completed the required criminal background check described in this RFP for each required Contractor Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.
- D. Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- E. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - 1) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - 2) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - 3) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - 4) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - 5) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - 6) a crime of violence as defined in CL § 14-101(a).
- F. Contractor Personnel with access to systems supporting the State or to State data who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under the Contract; Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- G. A particular on-site location covered by the Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in

Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

3.7.3 On-Site Security Requirement(s)

- A. For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
 - 1) Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.
 - 2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) brought onto the site, and to submit to a physical search of his or her person. Therefore, Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- B. Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the Administration may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Administration.
- C. Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

3.7.4 Information Technology

- (a) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
- (b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

The Contractor shall:

- 1) Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below;
- 2) Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract; and
- 3) The Contractor, and Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

3.7.5 Data Protection and Controls

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

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

Security Policy (<https://doit.maryland.gov/policies/Pages/default.aspx>), including specific requirements for password length, complexity, history, and account lockout.

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

3.7.6 Security Logs and Reports Access

- A. The selected offeror must maintain security records and reports for any employee or contractor who access the MDOT MVA system. These reports must be available upon demand and shall be provided to the State in a mutually agreeable format.
- B. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to the Contract.

3.7.7 Security Plan

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

- C. If any Security Plan information, including procedures, are different based on a Task Order, Contractor shall furnish such differences to the respective TO Manager.

3.7.8 PCI Compliance

3.7.9 Security Incident Response

Not applicable for this RFP

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

3.7.10 Data Breach Responsibilities

- A. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:
- 1) Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
 - 2) Cooperate with the State to investigate and resolve the data breach;
 - 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
 - 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the Contractor's breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to the Contract's limitation of liability.

3.8 Problem Escalation Procedure

- 3.8.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.
- 3.8.2 The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.
- 3.8.3 The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
- A. The process for establishing the existence of a problem;
 - B. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
 - C. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
 - D. Expedited escalation procedures and any circumstances that would trigger expediting them;

- E. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
 - F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
 - G. A process for updating and notifying the Contract Monitor of any changes to the PEP.
- 3.8.4 **Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.**

3.9 SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report is not a Contractor requirement for this Contract.

3.10 Experience and Personnel

3.10.1 Preferred Offeror Experience

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

- A. To be considered reasonably qualified for the award, the Offeror must document in its Proposal that, within the last five (5) years, the following Minimum Qualifications have been met:

The Offeror, to include subcontractors, shall have implemented two (2) commercial off- the-shelf (COTS) knowledge testing systems, for both onsite and online testing, within North American Motor Vehicle organizations or a large state or federal government agencies within the US, with customer traffic of at least three (3) million customers annually.
- B. As proof of meeting this requirement, the Offeror shall provide with its Technical Proposal two (2) or more references within the past five (5) years that are collectively able to attest to the Offeror's successful implementation.

3.10.2 Personnel Experience

The following experience is expected and will be evaluated as part of the Technical Proposal (see the capability of proposed resources evaluation factor):

- A. Demonstrated knowledge of Project Management and Agile Methodologies
- B. Demonstrated knowledge of Knowledge Testing System for both onsite and online testing.
- C. Demonstrated expertise implementing systems in multiple locations.

3.10.3 Number of Personnel to Propose

As part of the Proposal evaluation, Offerors shall propose exactly 9 key personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Administration. Offerors may generally describe planned positions in a Staffing

Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

3.10.4 Key Personnel Identified

For the Contract, the following positions to be identified in the Technical Proposal will be considered Key Personnel and shall be required to meet the qualifications.

3.10.5 Project Manager, Technical

- A. **Project Description:** The Technical Project Manager performs the day-to-day management of activities pertaining to the non-functional technical deliverable of the project. This individual is responsible for performing the following Position Description:
- 1) Identifying issues and risks and recommending possible issue and risk mitigation strategies;
 - 2) Facilitating State agency and Master Contractor discussions/meetings;
 - 3) Ensuring that performance is within scope, consistent with requirements, and delivered on time and within budget;
 - 4) Identifying critical paths, tasks, dates, testing, and acceptance criteria;
 - 5) Forming the strategy and roadmap for operating systems platform and architecture;
 - 6) Influencing the business and development teams on future architecture;
 - 7) Works with other IT and business teams for technology impacts across the enterprise and formulates strategy;
 - 8) Providing solutions to improve efficiency (e.g., reducing costs while maintaining or improving performance levels);
 - 9) Mentoring architects, developers, and analysts of all levels in industry best practices, procedures, and concepts;
 - 10) Monitoring issues and providing resolutions for up-to-date status reports; and
 - 11) Demonstrating excellent writing and oral communication skills.
- B. **Education:** This position requires a bachelor's degree from an accredited college or university in Computer Science, Information Systems, Business, or a related discipline. Candidates must possess a Project Management Professional (PMP) certification from PMI. Information Technology Infrastructure Library (ITIL) certification is required.
- C. **General Experience:** The proposed candidate must have at least five (5) years of experience in project management.
- D. **Specialized Experience:** The proposed candidate must have at least five (5) years of experience in managing IT related projects using both waterfall and agile project methodologies. This individual must have experience in a leadership role for at least three (3) successful projects that were delivered on time and within budget, including a project similar in scope to the State of Maryland's proposed testing system. This individual must have at least three (3) years of experience in managing projects with an organizational change management component that

involves working with stakeholders across the organization. In addition to these requirements, he/she must possess at least five (5) years of experience using PMI's PMBoK methodologies and artifacts.

3.10.6 Computer Systems Analyst (Senior)

- A. Position Description:** The Computer Systems Analyst (Senior) provides technical and administrative direction for personnel performing software development tasks; this includes the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. The Computer Systems Analyst (Senior) is responsible for performing the following tasks:
- 1) Coordinating with the Program Manager to ensure problem solutions and user satisfaction;
 - 2) Making recommendations, if needed, for approval of major systems installations;
 - 3) Preparing milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives; and
 - 4) Providing daily supervision and direction to support staff.
- B. Education:** This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)
- C. General Experience:** The proposed candidate must have at least eight (8) years of computer experience working independently or under general direction on complex application problems involving all phases of systems analysis.
- D. Specialized Experience:** The proposed candidate must have at least five (5) years of experience in analysis and design of business applications for complex large-scale or mid-tier computer systems, or LAN-based systems, to include experience in Database Management Systems (DBMS), and use of programming languages. This individual must have knowledge of current storage and retrieval methods, and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs.

3.10.7 Application Programmer

- A. Position Description:** The Application Programmer analyzes functional business applications and design specifications for functional areas such as finance, accounting, personnel, manpower, logistics, and contracts. This individual is responsible for performing the following tasks:
- 1) Developing block diagrams and logic flowcharts;
 - 2) Translating detailed design into computer software;

- 3) Testing, debugging, and refining the computer software to produce the required product;
- 4) Preparing required documentation, including both program-level and user-level documentation;
- 5) Enhancing software to reduce operating time or improve efficiency; and
- 6) Providing technical direction to programmers as required to ensure program deadlines are met.

B. Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

C. General Experience: The proposed candidate must have at least five (5) years of computer experience in information systems design.

D. Specialized Experience: The proposed candidate must have at least three (3) years of experience as an application programmer on large-scale DBMS, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives.

3.10.8 Computer Graphics Illustrator

A. Position Description: The Computer Graphics Illustrator shall recommend various methods of portraying ideas regarding the design, layout, and generation of a variety of graphical presentation products from rough drafts or outlines. The position shall utilize complex automated color graphic equipment, and PC software packages to perform duties.

B. Education: This position requires a high school diploma or the equivalent. An additional year of specialized experience may be substituted for the required education.

C. Total Experience: The proposed candidate must have at least three (3) years of experience in creating and generating graphics using computer graphics software. This individual must possess skill in the preparation of graphs, charts, and text data for visual presentations. A basic knowledge of graphic equipment, graphic software, file formats, and graphic terms is required.

3.10.9 Information Security Engineer

A. Position Description: The Information Security Engineer analyzes and defines security requirements for information protection. This individual must define and develop security policies. This individual also analyzes the sensitivity of information, and performs vulnerability and risk assessments on the basis of defined sensitivity and information flow.

B. Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering,

business, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

- C. General Experience:** The proposed candidate must have at least eight (8) years of experience in information protection.
- D. Specialized Experience:** The proposed candidate must have at least five (5) years of experience in defining security programs or processes for the protection of sensitive or classified information.

3.10.10 Quality Assurance Specialist

- A. Position Description:** The Quality Assurance Specialist determines the resources required for quality control. This individual is responsible for performing the following tasks:
 - 1) Maintaining the level of quality throughout the software life cycle;
 - 2) Developing software quality assurance plans;
 - 3) Maintaining and establishing a process for evaluating software and associated documentation;
 - 4) Participating in formal and informal reviews at predetermined points throughout the development life cycle to determine quality;
 - 5) Examining and evaluating the software quality assurance (SQA) process and recommending enhancements and modifications; and
 - 6) Developing quality standards.
- B. Education:** This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline.
- C. General Experience:** The proposed candidate must have at least five (5) years of experience working with quality control methods and tools.
- D. Specialized Experience:** The proposed candidate must have at least three (3) years of experience in verification and validation, software testing and integration, software metrics, application to software quality assessment, and a demonstrated knowledge of system and project life cycles.

3.10.11 Technical Writer/Editor

- A. Position Description:** The Technical Writer/Editor assists in collecting and organizing information for the preparation of user manuals, training materials, installation guides, proposals, and reports. This individual is responsible for performing the following tasks:
 - 1.) Editing functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables or document;
 - 2.) Conducting research and ensuring the use of proper technical terminology;

- 3.) Translating technical information into clear, readable documents to be used by technical and non-technical personnel;
 - 4.) Using the standard help compiler to prepare all on-line documentation (for applications built to run in a Windows environment); and
 - 5.) Assisting in performing financial and administrative functions.
- E. Education:** This position requires an Associate's Degree in related field. (Note: A Bachelor's degree is preferred.)
- F. General Experience:** The proposed candidate must have at least five (5) years of experience in this area and must demonstrate the ability to work independently, or under only general direction.
- G. Specialized Experience:** The proposed candidate must have at least two (2) years of experience in preparing and editing documents, including technical documents. This individual must also be able to conduct research for applicable standards.

3.10.12 Testing Specialist

- A. Position Description:** The Testing Specialist shall design and execute IT software tests, and evaluate results to ensure compliance with applicable regulations. This individual prepares test scripts and all required test documentation, and must be able to design and prepare all needed test data. The Testing Specialist analyzes internal security within systems, reviews test results, and evaluates for conformance to design.
- B. Education:** This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)
- C. General Experience:** The proposed candidate must have at least four (4) years of experience in computer software development.
- D. Specialized Experience:** The proposed candidate must have at least two (2) years of software testing experience (integration and acceptance).

3.10.13 Training Specialist/Instructor

- A. Position Description:** The Training Specialist/Instructor conducts the research necessary to develop and revise training courses, and prepares appropriate training catalogs. This individual shall prepare all instructor materials (course outline, background material, and training aids) and student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). This individual is responsible for training personnel by conducting formal classroom courses, workshops, and seminars.
- B. Education:** This position requires a Bachelor's degree from an accredited college or university with a major in Education/Training in the areas of computer science, information systems, engineering, business, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)
- C. General Experience:** The proposed candidate must have at least four (3) years of experience in information systems development, training, or related fields.

- D. **Specialized Experience:** The proposed candidate must have at least two (2) years of experience in developing and providing IT and end user training on computer hardware and application software.

3.10.14 Labor Categories

- A. The Labor Categories are identified and described above. To be responsive to this RFP, Offerors must be capable of providing personnel meeting the minimum requirements for all the labor categories listed. Offerors shall submit a Financial Proposal Form that provides labor rates for all labor categories for all Contract years (initial term and any option periods). Actual resumes shall be provided only for Key Personnel as described within the RFP. Resumes for resources provided later shall be coordinated by the Contract Monitor per the Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.
- B. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
- C. Education and experience described below in the Labor Category constitute the minimum requirements for candidates performing work under this RFP. All experience required must have occurred within the most recent ten (10) years.

3.10.15 Contractor Personnel Experience Equivalency (including Key Personnel submitted in response to this RFP)

- A. A Substitution of Education for Experience: Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.
- B. Substitution of Experience for Education: Substitution of experience for education may be permitted at the discretion of the State.
- C. Substitution of Professional Certificates for Experience: Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

3.10.16 Contractor Personnel Maintain Certifications

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

3.10.17 Work Hours

Unless otherwise specified, the following work hours requirements are applicable:

- A. Business Hours Support: Contractor shall assign Contractor Personnel to support Administration business hours 7:00 AM to 7:00 PM, Monday through Friday, Saturday 7:00 AM to 1:00 PM, except State Holidays.

- B. Needs beyond the hours described in paragraph A may be defined in a Task Order. The Contractor team will be required to work some after business hours, and possibly on a Sunday, during the deployment of the system. Working state holiday may also be required.
- C. Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities must be billed on an actual time worked basis at the rates proposed.
- D. State-Mandated Closings: Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the Contractor will be notified in writing by the Contract Monitor of these details.
- E. Minimum and Maximum Hours: Full-time Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the Contract Monitor. A flexible work schedule may be used with Contract Monitor approval, including time to support any efforts outside core business hours. Contractor personnel may also be requested to restrict the number of hours Contractor personnel can work within a given period of time that may result in less than an eight-hour day or less than a 40-hour work week.
- F. Vacation Hours: Requests for leave shall be submitted to the Contract Monitor at least two weeks in advance. The Contract Monitor reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

3.11 Substitution of Personnel

3.11.1 Continuous Performance of Key Personnel

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Monitor.

3.11.2 Definitions

For the purposes of this section, the following definitions apply:

- A. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
- B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

3.11.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution.

- A. The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- B. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - 1) A detailed explanation of the reason(s) for the substitution request;
 - 2) The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
 - 3) The official resume of the current personnel for comparison purposes; and
 - 4) Evidence of any required credentials.
- C. The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- D. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

3.11.4 Replacement Circumstances

- A. Directed Personnel Replacement
 - 1) The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Administration policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation.
 - 2) If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
 - 3) Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.

- 4) Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
- 5) If the Contract Monitor determines to direct substitution, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
- 6) In circumstances of directed removal, the Contractor shall provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

B. Key Personnel Replacement

- 1) To replace any Key Personnel due to an avoidable circumstance other than transfers and promotions, the Contractor shall submit a substitution request to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.
- 2) **Key Personnel Replacement Due to Sudden Vacancy**
 - a) The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement.
 - b) Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.
- 3) **Key Personnel Replacement Due to an Indeterminate Absence**
 - a) If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required in this RFP.
 - b) However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor the Contract Monitor may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

3.11.5 Substitution Prior to and Within 30 Days After Contract Execution

Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination,

resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subcontractors or 1099 contractors: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

3.12 Minority Business Enterprise (MBE) Reports

If this solicitation includes an MBE Goal, the Contractor shall:

- A. Submit the following reports by the 10th of each month to the Contract Monitor and the Administration's MBE Liaison Officer:
 - 1) A Prime Contractor Paid/Unpaid MBE Invoice Report listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - 2) (If Applicable) An MBE Prime Contractor Report identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- B. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit an MBE Subcontractor Paid/Unpaid Invoice Report by the 10th of each month to the Contract Monitor and the Administration's MBE Liaison Officer that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
- C. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- E. Upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

3.13 Veteran Small Business Enterprise (VSBE) Reports

If this solicitation includes a VSBE Goal, the Contractor shall:

- A. Submit the following reports by the 10th of the month following the reporting period to the Contract Monitor and the Administration's VSBE representative:

- 1) VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - 2) The VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.
- B. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly by the 10th of the month following the reporting period to the Contract Monitor and Administration's VSBE representative a report that identifies the prime contract and lists all payments received from Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amount of those invoices.
- C. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. The Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the Contract.
- E. At the option of the Administration, upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

3.14 Additional Clauses

The Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3** (or the substance thereof) in all subcontracts.

3.14.1 Custom Software

- A. As described in the sample Contract, the State shall solely own any custom software, including, but not limited to application modules developed to integrate with a COTS, source-codes, maintenance updates, documentation, and configuration files, when developed under the Contract.
- B. Upon a Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Contractor's dissolution, Contractor's discontinuance of support of any software or system, the Contractor shall convey to the State all rights, title, and interests in all custom software, licenses, software source codes, and all associated System Documentation that comprises any solutions proposed as a part of the Contract. These rights include, but are not limited to, the rights to use, and cause others to use on behalf of the State, said software, software documentation, licenses, software source codes, and System Documentation.

3.14.2 Custom Source Code

- A. For all custom software provided to the State pursuant to any Contract, the Contractor shall either provide the source code directly to the State in a form acceptable to the State, or deliver two copies of each software source code and software source code documentation to a State-approved escrow agent at no additional cost to the State following the terms set forth in the sample contract and in Section below.
- B. The State shall have the right to audit custom software source code and corresponding software source code documentation for each software product that comprises the solution as represented by the Contractor. This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required to view all software source code.
- C. The Contractor shall provide the current source code and documentation for all custom software to the State at the time of Contract termination.

3.14.3 Source Code Escrow

Source Code Escrow applies to the Contract. The Contractor shall perform source code escrow as described herein.

- A. The State will be named as a beneficiary under an escrow agreement (“Escrow Agreement”) that shall be entered into between the Contractor and an escrow agent (“Escrow Agent”) within 90 days of the date hereof pursuant to which Contractor shall deliver a Source Code Escrow Package to Escrow Agent. The term “Source Code Escrow Package” means: a) a complete copy in machine-readable form of the source code and executable code of the software licensed to the State under the Contract; b) a complete copy of any existing design documentation and user documentation; and/or c) complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. The Escrow Agreement shall govern the maintenance and release of the Source Code Escrow Package, and Contractor agrees to update, enhance, or otherwise modify such Source Code Escrow Package promptly upon each release of a new version of any component thereof. Contractor shall pay all fees and expenses charged by Escrow Agent, including, but not limited to, fees and expenses related to the State being a named beneficiary under the Escrow Agreement. The State shall treat the Source Code Escrow Package as Contractor’s confidential information. Under all circumstances, the Source Code Escrow Package shall remain the property of Contractor. The State shall only use the Source Code Escrow Package as contemplated in the Contract (including, but not limited to confidentiality provisions and usage restrictions). The Escrow Agent shall maintain the Source Code Escrow Package in a repository located in the United States.
- B. In the event that the Escrow Agent either ceases providing escrow services to Contractor or Contractor determines in its reasonable business judgment that the Escrow Agent is no longer providing acceptable services, Contractor shall replace the Escrow Agent with another escrow agent, using an agreement which provides the State with rights no less advantageous than those in the Escrow Agreement. In such case, the new escrow agent shall be substituted in all ways for the incumbent Escrow Agent with respect to Section above and all references herein to Escrow Agent shall be deemed to include such substitute escrow agent.
- C. Contractor shall inform the State of the availability of an escrow for any third party software solutions it provides to the State.
- D. In addition to the rights and obligations contained in the Escrow Agreement referenced, the State shall have the Software Escrow Package released by the Escrow Agent to the State’s possession immediately upon any voluntary or involuntary filing of bankruptcy or any other

insolvency proceeding, including but not limited to a general assignment for the benefit of including but not limited to a general assignment for the benefit of creditors, the appointment of a receiver for business or assets; creditors, the appointment of a receiver for business or assets; Contractor's dissolution or liquidation, voluntary or otherwise; the State has compelling reasons to believe that such events will cause Contractor to fail to meet its obligations in the foreseeable future; or Contractor's discontinuance of support or failure to support in accordance with the Contract any software system or if the Contractor is otherwise unable or unwilling to provide the Source Code Escrow Package. This condition will also be considered met if after repeated e-mail and phone requests by the State for service, the State makes a request for service in writing to the Contractor's last known address served by certified signed receipt required mail delivery by U.S. Post Office or by a nationally recognized (in the United States) overnight carrier, and the Contractor remains unresponsive, meaning that the Contractor is unable to acknowledge message receipt, unwilling or otherwise unable to satisfy the request for a period longer than 45 days from attempt to deliver the written request.

3.14.4 Change Control and Advance Notice

- A. Unless otherwise specified in an applicable Service Level Agreement, the Contractor shall give seven (7) days advance notice to the State of any upgrades or modifications that may impact service availability and performance.
- B. Contractor may not modify the functionality or features of any SaaS provided hereunder if such modification materially degrades the functionality of the SaaS.

3.14.5 The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

Maryland's State Finance & Procurement Article §14-410 defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose." Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

3.14.6 No-Cost Extensions

In accordance with BPW Advisory 1995-1 item 7.b, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

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4 Procurement Instructions

4.1 Pre-Proposal Conference

4.1.1 This solicitation does not require a Pre-Proposal Conference.

4.2 eMaryland Marketplace Advantage (eMMA)

4.2.1 eMMA is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.

4.2.2 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.3 Questions

4.3.1 All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall be submitted in writing via e-mail to the Procurement Officer no later than the date and time specified the Key Information Summary Sheet. The Solicitation Number and Title (V-HQ-21013-IT - LAW TEST SYSTEM) shall be identified in the subject line of the email. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.

4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMMA.

4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Agency unless it issues an amendment in writing.

4.4 Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

4.5 Proposal Due (Closing) Date and Time

4.5.1 Proposals, in the number and form set forth in Proposal Format, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.

4.5.2 Requests for extension of this date or time shall not be granted.

4.5.3 Offerors submitting Proposals should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.

4.5.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.

4.5.5 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Proposals.

4.5.6 Proposals may not be submitted by facsimile. Proposals will not be opened publicly.

- 4.5.7 Potential Offerors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Multiple or Alternate Proposals

Multiple or alternate Proposals will not be accepted.

4.7 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

4.8 Public Information Act Notice

- 4.8.1 The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or 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, Md. Code Ann., General Provisions Article, Title 4 (See also RFP Section 5.3.2.B “Claim of Confidentiality”). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.
- 4.8.2 Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

4.9 Award Basis

A Contract shall be awarded to the responsible Offeror(s) submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP.

4.10 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror’s Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

4.11 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 120 days following the Proposal due date and time, best and final offers if requested or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer’s request only with the Offeror’s written agreement.

4.12 Revisions to the RFP

- 4.12.1 If the RFP is revised before the due date for Proposals, the Agency shall post any addenda to the RFP on eMMA and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It

remains the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.

- 4.12.2 Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- 4.12.3 Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.12.4 Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 4.12.5 Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.13 Cancellations

- 4.13.1 The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.
- 4.13.2 The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.13.3 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.13.4 If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFP may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.14 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

4.15 Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

4.16 Offeror Responsibilities

- 4.16.1 Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.
- 4.16.2 All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified

as provided in the appropriate Attachment(s) to this RFP (see “Minority Participation Goal” and “VSBE Goal”).

- 4.16.3 If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror’s Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.16.4 A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror’s experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent’s participation as determined by the State.

4.17 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror’s Proposal. The Agency reserves the right to accept or reject any exceptions.**

4.18 Proposal Affidavit

A Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included with this RFP.

4.19 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes with this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

4.20 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

4.21 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.22 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

4.22.1 In connection with a procurement contract a person may not willfully:

- A. Falsify, conceal, or suppress a material fact by any scheme or device.
- B. Make a false or fraudulent statement or representation of a material fact.
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

4.22.2 A person may not aid or conspire with another person to commit an act under Section 4.22.1.

4.22.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

4.23 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

4.23.1 Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

4.23.2 Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at: http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

4.24 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Pay Requirements". Additional information is available on GOSBA's website at:

<http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

4.25 Electronic Procurements Authorized

- 4.25.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Agency may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.25.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.25.3 “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.
- 4.25.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:
- A. The Procurement Officer shall conduct the procurement using eMMA to issue:
 - 1) The RFP;
 - 2) Any amendments and requests for best and final offers;
 - 3) Pre-Proposal conference documents;
 - 4) Questions and responses;
 - 5) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
 - 6) Notices of award selection or non-selection; and
 - 7) The Procurement Officer’s decision on any Proposal protest or Contract claim.
 - B. The Offeror or potential Offeror shall use eMMA to:
 - 1) Submit Technical Proposals;
 - 2) Ask questions regarding the solicitation;
 - 3) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or through eMMA, but only on the terms specifically approved and directed by the Procurement Officer and;
 - 4) Submit a "No Proposal Response" to the RFP.
 - C. Financial Proposals will only be requested from those proposers whose technical proposals achieve the required, minimum or better technical score per the RFP. The due date for Financial Proposals will be set upon completion

of the technical evaluation, however, the MDOT MVA anticipates the price proposal due date to be on or around Tuesday, October 26, 2021.

- D. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined below of this subsection, utilizing e-mail or other electronic means if authorized by the Procurement Officer or Contract Monitor.

4.25.5 The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means:

- A. Submission of initial Proposals, except through eMMA
- B. Filing of protests;
- C. Filing of Contract claims;
- D. Submission of documents determined by the Agency to require original signatures (e.g., Contract execution, Contract modifications); or
- E. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

4.25.6 Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

4.26 MBE Participation Goal

4.26.1 Establishment of Goal and Subgoals

An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any, has been established for this procurement.

Notwithstanding any subgoals established for this RFP, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.

An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 4.26 implies that it is requesting a full or partial waiver for the remainder of the MBE goal or subgoals as applicable and, if recommended for award, shall submit documentation supporting its good faith efforts to meet the MBE goal made prior to submission of its proposal as outlined in Attachment D-1B, Waiver Guidance. Failure of an Offeror to properly complete, sign, and submit Attachment D-1A at the time it submits its Technical Response(s) to the RFP may result in the State's rejection of the Offeror's Proposal.

4.26.2 Attachments.

- A. D-1 to D-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Offerors:

1. Attachment D-1A MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must be submitted with Proposal)
 2. Attachment D-1B Waiver Guidance
 3. Attachment D-1C Good Faith Efforts Documentation to Support Waiver Request
 4. Attachment D-2 Outreach Efforts Compliance Statement
 5. Attachment D-3A MBE Subcontractor Project Participation Certification
 6. Attachment D-3B MBE Prime Project Participation Certification
 7. Attachment D-4A Prime Contractor Paid/Unpaid MBE Invoice Report
 8. Attachment D-4B MBE Prime Contractor Report
 9. Attachment D-5 Subcontractor Paid/Unpaid MBE Invoice Report
- B. The Offeror shall include with its Proposal a completed MBE Utilization and Fair Solicitation Affidavit whereby:
1. The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
 2. The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
 3. The Offeror requesting a waiver should review Waiver Guidance and Good Faith Efforts Documentation to Support Waiver Request prior to submitting its request.

If the Offeror fails to submit a completed Attachment D-1A with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award, unless the inaccuracy is determined to be the result of a minor irregularity that is waived or cured in accordance with COMAR 21.06.02.04.

- 4.26.3 **Offerors are responsible for verifying that each MBE (including any MBE prime and MBE prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in Attachment D-1A is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.**
- 4.26.4 **Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer.**
- A. Outreach Efforts Compliance Statement;

- B. MBE Subcontractor/Prime Project Participation Certification; and
- C. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.
- D. Further, if the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.

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

- 4.26.5 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.
- 4.26.6 The Offeror that requested or implied to request a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all documentation within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
- 4.26.7 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Contract – Attachment M, Section 2.1).
- 4.26.8 The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions.
- 4.26.9 As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), 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 work force towards 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 list its firm in Section 4A of the MBE Participation Schedule and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors [see Section 4B of the MBE Participation Schedule used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE subgoal classifications but can self-perform up to 100% of the stated subgoal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Refer to MBE forms for additional information.

4.27 VSBE Goal

4.27.1 Purpose

- A. The Contractor shall structure its procedures for the performance of the work required in the Contract to attempt to achieve the VSBE participation goal stated in this solicitation. VSBE performance must be in accordance with this section and **Veteran-Owned Small Business Enterprise (VSBE) Form**, as authorized by COMAR 21.11.13. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and **Veteran-Owned Small Business Enterprise (VSBE) Form**.
- B. A certified Veteran-Owned Small Business Enterprises (VSBE) must be verified by the State Department of Veterans Affairs or US Department of Veteran's Affairs [Vets First Verification Program](#) (VetBiz) and registered as a VSBE on the State's eProcurement platform, eMaryland Marketplace Advantage (eMMA). The listing of VSBEs is available through the "Vendor Search" on [eMMA](#).

4.27.2 VSBE Goal

- A. A VSBE participation goal of the total Contract dollar amount has been established for this procurement as identified in the Key Information Summary Sheet.
- B. By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the Contract will be performed by verified veteran-owned small business enterprises.

4.27.3 Solicitation and Contract Formation

- A. In accordance with COMAR 21.11.13.05 C (1), this solicitation requires Offerors to:
 - 1) Identify specific work categories within the scope of the procurement appropriate for subcontracting;
 - 2) Solicit VSBEs before Proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts;
 - 3) Attempt to make personal contact with the VSBEs solicited and to document these attempts;
 - 4) Assist VSBEs to fulfill, or to seek waiver of, bonding requirements; and
 - 5) Attempt to attend preProposal or other meetings the procurement agency schedules to publicize contracting opportunities to VSBEs.
- B. The Offeror must include with its Proposal a completed VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule whereby the Offeror:
 - 1) Acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If the Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal; and

- 2) Responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of Proposal submission. The Offeror shall specify the percentage of contract value associated with each VSBE prime/subcontractor identified on the VSBE Participation Schedule.

An Offeror must properly complete and submit a separate Attachment E-1, VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule, for EACH Service Category (I and II) for which it is submitting a proposal. If an Offeror is submitting a proposal for each of Service Categories I and II, the Offeror must submit two separate Attachment E-1s, one for each of the two Service Categories.

- A. As set forth in COMAR 21.11.13.05.B(2), when a verified VSBE firm participates on a Contract as a Prime Contractor, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the VSBE Prime Contractor performs with its own work force towards meeting up to one hundred percent (100%) of the VSBE goal.
- B. In order to receive credit for self-performance, a VSBE Prime must list its firm in the VSBE Prime/Subcontractor Participation Schedule and include information regarding the work it will self-perform. For any remaining portion of the VSBE goal that is not to be performed by the VSBE Prime, the VSBE Prime must also identify verified VSBE subcontractors used to meet the remainder of the goal.
- C. Within 10 Business Days from notification that it is the apparent awardee, the awardee must provide the following documentation to the Procurement Officer:
 - 1) VSBE Project Participation Statement;
 - 2) If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
 - 3) Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not reasonably susceptible of being selected for award.

4.28 Living Wage Requirements

- A. Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Maryland Department of Labor requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- B. If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to

reporting obligations may be found by going to the Maryland Department of Labor website <http://www.dlhr.state.md.us/labor/prev/livingwage.shtml>.

- C. Additional information regarding the State's living wage requirement is contained in **Maryland Living Wage Affidavit of Agreement for Service Contracts**. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement with their Proposals. If the Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.
- D. Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State.
 - 1) The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, the Contract will be determined to be a Tier (enter "1" or "2," depending on where the majority of the service recipients are located) Contract.
 - 2) The Contract will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Offeror must identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.
 - 3) If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
 - 4) If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- E. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.
- F. The Offeror shall identify in the Proposal the location from which services will be provided.
- G. **NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change or a change in the State minimum wage.

4.29 Federal Funding Acknowledgement

This Contract does not contain federal funds.

4.30 Conflict of Interest Affidavit and Disclosure

- 4.30.1 The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure and submit it with its Proposal.

- 4.30.2 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 4.30.3 Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 4.30.4 Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03.

4.31 Non-Disclosure Agreement

4.31.1 Non-Disclosure Agreement (Offeror)

A Non-Disclosure Agreement (Offeror) is not required for this procurement.

4.31.2 Non-Disclosure Agreement (Contractor)

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

4.32 HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this procurement.

4.33 Agency Nonvisual Access

- 4.33.1 By submitting a Proposal in response to this RFP, the Offeror, if selected for award warrants that any Information Technology offered under the Proposal will meet the Non-visual Access Clause noted in COMAR 21.05.08.05 and described in detail below. The Non-visual Access Clause referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: www.doit.maryland.gov, keyword: NVA. Note that the State’s Non-visual Access Clause has distinct requirements not found in the federal Section 508 clauses.
- 4.33.2 The Offeror warrants that the Information Technology to be provided under the Contract:
- A. Provides equivalent access for effective use by both visual and non-visual means;
 - B. Will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use;
 - C. If intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and

- D. Is available, whenever possible, without modification for compatibility with Software and hardware for non-visual access.
- 4.33.3 The Offeror further warrants that the cost, if any, of modifying the Information Technology for compatibility with Software and hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of the Contract, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

4.34 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

4.35 Location of the Performance of Services Disclosure

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

4.36 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.37 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

4.38 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All offerors should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <http://dllr.maryland.gov/paidleave/>.

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5 Proposal Format

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes (or envelopes):

1. Volume I – Technical Proposal
2. Volume II – Financial Proposal – **will only be requested from shortlisted vendors (see section: 4.25.4 C).**

5.2 Proposal Delivery and Packaging

- 5.2.1 Proposals delivered by facsimile shall not be considered.
- 5.2.2 Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.
- 5.2.3 Offerors may submit Proposals through the State’s internet based electronic procurement system, eMMA.
- 5.2.4 The Procurement Officer must receive all electronic Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.
- 5.2.5 Offerors shall provide their Proposals in two separate envelopes through eMMA following the [Quick Reference Guides](#) (QRG) labelled “5 - eMMA QRG Responding to Solicitations (RFP)” for double envelope submissions.
- 5.2.6 **Two Part (Double Envelope) Submission:**
 - A. Technical Proposal consisting of:
 - 1) Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
 - 2) Technical Proposal in searchable Adobe PDF format,
 - 3) a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted, and
 - B. Financial Proposal (see section 4.25.4 C):

5.3 Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

- 5.3.1 In addition to the instructions below, responses in the Offeror’s Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .”). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).
- 5.3.2 The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

A. Title Page and Table of Contents (Submit under TAB A)

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

B. Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see “**Public Information Act Notice**”). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

C. Offeror Information Sheet and Transmittal Letter (Submit under TAB B)

The Offeror Information Sheet and a Transmittal Letter shall accompany the Technical Proposal. The purpose of the Transmittal Letter is to transmit the Proposal and acknowledge the receipt of any addenda to this RFP issued before the Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP.

D. Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.”

In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary.

The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract, or any other exhibits or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. **Exceptions to terms and conditions, including requirements, may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

E. Minimum Qualifications Documentation (If applicable, Submit under TAB D)

The Offeror shall submit any Minimum Qualifications documentation, as set forth in this RFP. References shall be submitted in this section and shall contain the information as described within the RFP.

F. Offeror Technical Response to RFP Requirements and Proposed Work Plan
(Submit under TAB E)

- 1) The Offeror shall address each RFP requirement in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in **Section 2** and **Section 3** in order, and shall contain a cross reference to the requirement.

- 2) Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
- 3) The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP, Contractor Requirements: Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
- 4) Implementation Schedule - Offeror shall provide the proposed implementation schedule with its Proposal.
- 5) The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated.
- 6) The Offeror shall provide a Backup solution/ strategy recommendation as part of its Proposal, if required.
- 7) Disaster Recovery and Security Model description - For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DR strategy, if required.
- 8) The Offeror shall include a deliverable description and schedule describing the proposed Deliverables as mapped to the State SDLC and the Deliverables table within this RFP. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable, if required.
- 9) The Offeror shall include an SLA as identified in RFP, including service level metrics offered and a description how the metrics are measured, any SLA credits should the service level metrics not be met, and how the State can verify the service level. The Offeror shall describe how service level performance is reported to the State, if required.
- 10) Description of technical risk of migrating from the existing system.
- 11) Non-Compete Clause Prohibition:

The Agency seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents filling the positions set forth in the staffing requirement State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal

that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

12) Product Requirements

- a) Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software.
- b) Details for each offering: The Offeror shall provide the following information for each offering:
 - i) Offering Name;
 - ii) Offeror relationship with manufacturer (e.g., manufacturer, reseller, partner);
 - iii) Manufacturer;
 - iv) Short description of capability;
 - v) Version (and whether version updates are limited in any way);
 - vi) License type (e.g., user, CPU, node, transaction volume);
 - vii) Subscription term (e.g., annual);
 - viii) License restrictions, if any;
 - ix) Operational support offered (e.g., customer support, help desk, user manuals online or hardcopy), including description of multiple support levels (if offered), service level measures and reporting;
 - x) Continuity of operations and disaster recovery plans for providing service at 24/7/365 level;
 - xi) Ability of the offering to read and export data in existing State enterprise data stores. Offerors in their Proposals shall describe the interoperability of data that can be imported or exported from the Solution, including generating industry standard formats;
 - xii) Any processing or storage of data outside of the continental U.S;
 - xiii) Any limitations or constraints in the offering, including any terms or conditions (e.g., terms of service, ELA, AUP, professional services agreement, master agreement).
 - xiv) Compatibility with the State's existing single sign-on system, SecureAuth or other single sign-on approaches;
 - xv) APIs offered, and what type of content can be accessed and consumed;
 - xvi) Update / upgrade roadmap and procedures, to include: planned changes in the next 12 months, frequency of system update (updates to software applied) and process for updates/upgrades;
 - xvii) Frequency of updates to data services, including but not limited to, datasets provided as real-time feeds, and datasets updated on a regular basis (e.g., monthly, quarterly, annually, one-time);
 - xviii) What type of third party assessment (such as a SOC 2 Type II audit) is performed, the nature of the assessment (e.g., the trust services criteria

and scope of assessment), and whether the results of the assessment pertinent to the State will be shared with the State.

- xix) Offeror shall describe its security model and procedures supporting handling of State data. If more than one level of service is offered, the Offeror shall describe such services. Include, at a minimum:
- (1) procedures for and requirements for hiring staff (such as background checks),
 - (2) any non-disclosure agreement Contractor Personnel sign,
 - (3) whether the service is furnished out of the continental U.S. (see security requirements),
 - (4) Certifications such as FedRAMP,
 - (5) Third party security auditing, including FISMA,
 - (6) Published Security Incident reporting policy, and
 - (7) Cybersecurity insurance, if any, maintained.

G. Experience and Qualifications of Proposed Staff (Submit under TAB F)

As part of the evaluation of the Proposal for this RFP, Offerors shall propose key resources and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the MDOT MVA. 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.

The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract including information in support of the Personnel Experience. Specifically, the Offeror shall:

- 1) Describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
- 2) Include individual resumes for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.
- 3) Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). Offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Days After Contract Execution).
- 4) Provide an Organizational Chart outlining Personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.
- 5) If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.

H. Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

- 1) The number of years the Offeror has provided the similar goods and services;
- 2) The number of clients/customers and geographic locations that the Offeror currently serves;
- 3) The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract;
- 4) The Offeror's process for resolving billing errors; and
- 5) An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

I. References (Submit under TAB H)

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the goods and services specified in this RFP. References used to meet any Minimum Qualifications (see RFP Section 1) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided goods and services within the past five (5) years and shall include the following information:

- 1) Name of client organization;
- 2) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- 3) Value, type, duration, and description of goods and services provided.

The Agency reserves the right to request additional references or utilize references not provided by the Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

J. List of Current or Prior State Contracts (Submit under TAB I)

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- 1) The State contracting entity;
- 2) A brief description of the goods and services provided;
- 3) The dollar value of the contract;
- 4) The term of the contract;
- 5) The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- 6) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

K. Financial Capability (Submit under TAB J)

The Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

- 1) Dun & Bradstreet Rating;
- 2) Standard and Poor's Rating;
- 3) Lines of credit;
- 4) Evidence of a successful financial track record; and
- 5) Evidence of adequate working capital.

L. Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

M. Subcontractors (Submit under TAB L)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.

N. Legal Action Summary (Submit under TAB M)

This summary shall include:

- 1) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- 2) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- 3) A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
- 4) In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

O. Technical Proposal - Required Forms and Certifications (Submit under TAB O)

- 1) All forms required for the Technical Proposal are identified in Table 1– RFP Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB O.
- 2) Offerors shall furnish any and all agreements and terms and conditions the Offeror expects the State to sign or to be subject to in connection with or in order to use the

Offeror's services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents, including but not limited to any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement) and any AUP. The State does not agree to terms and conditions not provided in an Offeror's Technical Proposal and no action of the State, including but not limited to the use of any such software, shall be deemed to constitute acceptance of any such terms and conditions. Failure to comply with this section renders any such agreement unenforceable against the State.

- 3) For each service, hardware or software proposed as furnished by a third-party entity, Offeror must identify the third-party provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services. In the case of an open source license, authorization for the open source shall demonstrate compliance with the open source license.
- 4) A Letter of Authorization shall be on letterhead or through the provider's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old and must provide the following information:
 - i) Third-party POC name and alternate for verification
 - ii) Third-party POC mailing address
 - iii) Third-party POC telephone number
 - iv) Third-party POC email address
 - v) If available, a Re-Seller Identifier

5.4 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the Agency.

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6 Evaluation and Selection Process

6.1 Evaluation Committee

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

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

6.2 Technical Proposal Evaluation Criteria

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

6.2.1 Offeror's Technical Response to Requirements and Work Plan

Offeror's Technical Response to Requirements and Work Plan, including but not limited to the following: a) The proposed solution's ability to meet and exceed the requirements and to meet the objectives stated in the RFP; b) Technical capabilities of the solution, including any inherent risk; demonstration of the proposed solution and proof of concept; c) Implementation plan, including strategy and timeline; d) Service Level Agreement.

6.2.2 Offeror Qualifications and Capabilities, including proposed subcontractor.

6.2.3 References

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on Financial Proposal Form.

6.4 Reciprocal Preference

6.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- A. The Maryland resident business is a responsible Offeror;
- B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

- 6.4.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.5 Selection Procedures

A. General

1. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
2. With or without discussions, the State may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

B. Selection Process Sequence

1. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
2. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
3. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
4. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

C. Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offerors that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors.

6.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a notification of recommendation for contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in section 7 – RFP attachments and appendices.

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7 RFP ATTACHMENTS AND APPENDICES

Instructions Page

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

For documents required as part of the Proposal:

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

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

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

Table 1: RFP ATTACHMENTS AND APPENDICES

| Applies? | When to Submit | Label | Attachment Name |
|----------|--|-------|---|
| Y | Before Proposal | A | Pre-Proposal Conference Response Form |
| Y | With Proposal | B | Financial Proposal Instructions and Form |
| Y | With Proposal | C | Bid/Proposal Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf) |
| Y | With Proposal | D | MBE Forms D-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf) IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal. |
| Y | 10 Business Days after recommended award | D | MBE Forms D-1B, D-1C, D-2, D-3A, D-3B (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf) Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award. |

| Applies? | When to Submit | Label | Attachment Name |
|----------|---|-------|--|
| Y | As directed in forms | D | MBE Forms D-4A, D-4B, D-5 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf) |
| Y | With Proposal | E | <p>Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf)</p> <p>IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment E-1A is to be submitted for each Functional Area or Service Category where there is a VSBE goal.</p> |
| Y | 5 Business Days after recommended award | E | <p>VSBE Forms E-1B, E-2, E-3 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf)</p> <p>Important: Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.</p> |
| Y | With Proposal | F | <p>Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf)</p> |
| N | With Proposal | G | <p>Federal Funds Attachments (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf)</p> |
| Y | With Proposal | H | <p>Conflict of Interest Affidavit and Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)</p> |

| Y | 5 Business Days after recommended award – However, suggested with Proposal | I | Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf) |
|-------------------------------|---|-------|---|
| N | 5 Business Days after recommended award – However, suggested with Proposal | J | HIPAA Business Associate Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf) |
| N | With Proposal | K | Mercury Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf) |
| N | With Proposal | L | Location of the Performance of Services Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf) |
| Y | 5 Business Days after recommended award | M | Sample Contract (included in this RFP) |
| Y | 5 Business Days after recommended award | N | Contract Affidavit (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf) |
| N | 5 Business Days after recommended award | O | DHS Hiring Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf) |
| APPENDICES | | | |
| Applies? | When to Submit | Label | Attachment Name |
| Y | n/a | 1 | Abbreviations and Definitions (included in this RFP) |
| Y | With Proposal | 2 | Offeror Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf) |
| Additional Submissions | | | |
| Applies? | When to Submit | Label | Document Name |
| Y | 5 Business Days after recommended award | | Evidence of meeting insurance requirements (see Section 3.6); 1 copy |

| | | | |
|---|--|----|---|
| Y | 10 Business Days after recommended award | | PEP; 1 copy |
| Y | 10 Business Days after recommended award | | Fully executed Escrow Agreement; 1 copy |
| Y | With deliverables | -- | Deliverable Product Acceptance Form (DPAF) (see online at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf) |

Attachment A. Pre-Proposal Conference Response Form

Solicitation Number V-HQ-21013-IT

Law Test System

This solicitation does not require a Pre-Proposal Conference Response Form.

Attachment B. Financial Proposal Instructions & Form

B-1 Financial Proposal Instructions

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL Proposal PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03.F, and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Agency does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

B-1 Financial Proposal Form

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

See separate Excel Financial Proposal Form labeled, “Attachment B - MDOT MVA Law Test System Pricing Sheet.xls”.

Submitted by:

Offeror:

Offeror Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

Attachment C. Proposal Affidavit

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf.

Attachment D. Minority Business Enterprise (MBE) Forms

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>.

This solicitation includes a Minority Business Enterprise (MBE) participation goal of 20% and all of the following subgoals:

10 percent for African American-owned MBE firms;

10 percent for Women-owned MBE firms.

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

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf>.

This solicitation includes a VSBE participation goal of 2%.

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

This solicitation does not require a Living Wage Affidavit of Agreement.

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

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

- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

Attachment G. Federal Funds Attachments

This solicitation does not include Federal Funds.

Attachment H. Conflict of Interest Affidavit and Disclosure

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>

Attachment I. Non-Disclosure Agreement (Contractor)

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>.

Attachment J. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment K. Mercury Affidavit

This solicitation does not include the procurement of products known to likely include mercury as a component.

Attachment L. Location of the Performance of Services Disclosure

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

Attachment M. Contract

MARYLAND DEPARTMENT OF TRANSPORTATION, MOTOR VEHICLE ADMINISTRATION
(MDOT MVA)(MDOT MVA)

“LAW TEST SYSTEM”

V-HQ-21013-IT

THIS CONTRACT (the “Contract”) is made this ___ day of _____, 20__ by and between _____ (the “Contractor”) and the STATE OF MARYLAND, acting through the MARYLAND MARYLAND DEPARTMENT OF TRANSPORTATION, MOTOR VEHICLE ADMINISTRATION (MDOT MVA)(“MDOT MVA” or the “Agency”).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contractor” means the entity first named above whose principal business address is (**Contractor’s primary address**) and whose principal office in Maryland is (**Contractor’s local address**), whose Federal Employer Identification Number or Social Security Number is (**Contractor’s FEIN**), and whose eMaryland Marketplace Advantage vendor ID number is (**eMMA Number**).
- 1.3 “Financial Proposal” means the Contractor’s [**pick one: Financial Proposal or Best and Final Offer (BAFO)**] dated _____ (**Financial Proposal date or BAFO date**).
- 1.4 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.5 “RFP” means the Request for Proposals for LAW TEST SYSTEM, Solicitation # V-HQ-21013-IT, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.6 “State” means the State of Maryland.
- 1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated. _____ (**Technical Proposal date**), as modified and supplemented by the Contractor’s responses to requests clarifications and requests for cure, and by any Best and Final Offer.
- 1.8 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – The Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the 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 Contract price shall be made and the Contract modified in writing accordingly. The 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 Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

- 3.1 The term of this Contract begins on the date the Contract is signed by the Agency following any required prior approvals, including approval by the Board of Public Works, if such approval is required (the "Effective Date") and shall continue until _____ ("Initial Term").
- 3.2 In its sole discretion, the Agency shall have the unilateral right to extend the Contract for <<enter the number of periods >>, successive <<enter the length of the period>> - <<select either year(s), month(s), or day(s)>> renewal options (each a "Renewal Term") at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s).
- 3.3. The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.4 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Agency shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

[[Use this paragraph for a fixed price contract or a contract that has a fixed price component.]]The total payment under a fixed price Contract or the fixed price element of a combined fixed price –

time and materials Contract shall be the firm fixed price submitted by the Contractor in its Financial Proposal.

[[Use this paragraph for a contract with a time and materials component or has an indefinite quantity (IDIQ) component.]] For time and materials Contracts, IDIQ Contracts, or Contracts which include either or both a time and materials or IDIQ element(s), total payments to the Contractor pursuant to this Contract for the time and materials and IDIQ portion(s) may not exceed \$ _____ (the "NTE Amount"), which includes \$ _____ for the Initial Term[[If one or more option periods exist, then include:]] and \$ _____ for the Renewal Term(s).

[[Use this paragraph for a contract with a time and materials component, labor hour component, or has an indefinite quantity (IDIQ) component]] Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the NTE Amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult and work in good faith with the Agency to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete State-defined critical work in progress prior to the date the NTE Amount will be reached; and (b) when applicable secure databases, systems, platforms, and applications on which the Contractor is working in an industry standard manner so as to prevent damage or vulnerabilities to any of the same due to the existence of any such unfinished work.

- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Agency's receipt of a proper invoice from the Contractor as required by RFP section 3.3.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be

reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

- 4.4 Payment of an invoice by the Agency is not evidence that services were rendered as required under this Contract.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Agency or developed by Contractor relating to the Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation**.

7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission

- or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the Agency or licensed by the Agency from third parties, including all information provided by the Agency to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Agency will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.
- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys’ fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State’s rights or interests, without the State’s prior written consent.
- 7.4 Without limiting Contractor’s obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5 Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6 Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without

limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical> (each an “Open Source License”). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.

- 7.7 The Contractor shall report to the Agency, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without the Agency’s consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Agency shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor’s computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State’s confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State’s confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract..
- 8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in **RFP Section 3.7**.
- 9.3 Protection of data and personal privacy (as further described and defined in RFP Section 3.8) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or

unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified in **RFP Section 3.7**.

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 10.2. The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.
- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law Prevails

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.
- 13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

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

16. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation

payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

19. Delays and Extensions of Time

- 19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.
- 19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall

file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.
- 25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. The Agency may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Agency's election. The Agency may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the Agency has the right to audit such subcontractor(s).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

- b. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Cost and Price Certification

- 27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.
- 27.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Limitations of Liability

- 29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:
 - (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract;
 - (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall not exceed two (2) times the total value of the Contract or \$1,000,000, whichever is greater. The above limitation of liability is per incident
 - (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.
- 29.2 Contractor's indemnification obligations for Third party claims arising under Section 10 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- 30.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Agency, in all subcontracts.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:
- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
 - (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
 - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
 - (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - (e) Take other or further actions as appropriate to resolve the withheld payment.

- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Agency concerning a withheld payment between the Contractor and a subcontractor under this **section 31**, may not:
- (a) Affect the rights of the contracting parties under any other provision of law;
 - (b) Be used as evidence on the merits of a dispute between the Agency and the Contractor in any other proceeding; or
 - (c) Result in liability against or prejudice the rights of the Agency.
- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:
- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.Verification shall include a review of:
 - i. The Contractor’s monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
 - (b) If the Agency determines that the Contractor is not in compliance with certified MBE participation goals, then the Agency will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - (c) If the Agency determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:
 - i. Terminate the Contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action;or

- iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the Agency may withhold payment of any invoice or retainage. The Agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

33. Use of Estimated Quantities

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Agency does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

34. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

35. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Contract, including services, is and shall be deemed to be "embodiments of intellectual property" for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code ("Code") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State's possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

36. Miscellaneous

- 36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 36.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 36.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.

36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

37. Contract Monitor and Procurement Officer

37.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Agency may change the Contract Monitor at any time by written notice to the Contractor.

37.2 The Procurement Officer has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. The Agency may change the Procurement Officer at any time by written notice to the Contractor.

38. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State:

Theresa Reardon

<<contractManagerAddress>>

Phone Number: <<contractManagerPhoneNumber>>

E-Mail: <<contractManagere-mail>>

With a copy to:

Norma Humphries

MARYLAND DEPARTMENT OF TRANSPORTATION, MOTOR
VEHICLE ADMINISTRATION (MDOT MVA)(MDOT MVA)

<<procurementOfficerAddress>>

Phone Number: (410) 768-7341

E-Mail: <<procurementOfficerE-mail>>

If to the Contractor:

(Contractor's Name)

(Contractor's primary address)

Attn: _____

[[Delete the following if a parent company guarantee is inapplicable:]]

Parent Company Guarantor

Contact: _____

Attn: _____

39. Liquidated Damages for MBE

The Contract requires the Contractor to comply in good faith with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

40. Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Contractor shall pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.
- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$<<insert value>> per day until the monthly report is submitted as required.
 - (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$<<insert value>> per MBE subcontractor.
 - (c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
 - (d) Failure to meet the Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
 - (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$<<insert appropriate rate following calculation instructions from GOSBA>> per day until the undisputed amount due to the MBE subcontractor is paid. **[[Remove this sub-clause if this Contract is subject to section 15-226 of the State Finance and Procurement Article – Construction Contracts – Prompt Payment of subcontractors.]]**
41. Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and exercise any and all other rights or remedies which may be available under the Contract or Law.

42. Parent Company Guarantee (If applicable)

If a Contractor intends to rely on its Parent Company in some manner while performing on the State Contract, the following clause should be included and completed for the Contractor's Parent Company to guarantee performance of the Contractor. The guarantor/Contractor's Parent Company should be named as a party and signatory to the Contract and should be in good standing with SDAT.

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in

this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any claim, action, lawsuit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

43. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MDH Policy 02.06.07.

SIGNATURES ON NEXT PAGE

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

Contractor

State of Maryland

MARYLAND DEPARTMENT OF
TRANSPORTATION, MOTOR VEHICLE
ADMINISTRATION (MDOT MVA)(MDOT
MVA)

By:

By: <<agencyContractSigner>>,
<<agencyContractSignerTitle>>

Date

PARENT COMPANY (GUARANTOR) (if
applicable)

By:

By:

Date

Date

Approved for form and legal sufficiency
this ____ day of _____, 20__.

Assistant Attorney General

APPROVED BY BPW: _____

(Date)

(BPW Item #)

Attachment N. Contract Affidavit

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf>

Attachment O. DHS Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

Appendix 1 – Abbreviations and Definitions

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

- A. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.
- B. Access – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
- C. Application Program Interface (API) – Code that allows two software programs to communicate with each other.
- D. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
- G. Contract Monitor – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Agency may change the Contract Monitor at any time by written notice to the Contractor.
- H. Contractor – The selected Offeror that is awarded a Contract by the State.
- I. Contractor Personnel – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
- J. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- K. Maryland Department of Transportation Motor Vehicle Administration (MDOT MVA or the “Agency”).
- L. eMMA – eMaryland Marketplace Advantage (see RFP **Section 4.2**).
- M. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- N. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- O. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
- P. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See RFP **Sections 3.10**.

- Q. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- R. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- S. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- T. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- U. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- V. Offeror – An entity that submits a Proposal in response to this RFP.
- W. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- X. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), and is the only State representative who can authorize changes to the Contract. The Agency may change the Procurement Officer at any time by written notice to the Contractor.
- Y. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
- Z. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- AA. Request for Proposals (RFP) – This Request for Proposals issued by the MARYLAND DEPARTMENT OF TRANSPORTATION, MOTOR VEHICLE ADMINISTRATION (MDOT MVA)(Agency), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- BB. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- CC. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.

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

- 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation;
- 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software);
- 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides; and
- 7) Operating procedures.

NN. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.

OO. Third Party Software – Software and supporting documentation that:

- 1) are owned by a third party, not by the State, the Contractor, or a subcontractor;
- 2) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
- 3) are specifically identified and listed as Third Party Software in the Proposal.

PP. Total Proposal Price - The Offeror's total price for goods and services in response to this solicitation, included in Financial Proposal **Attachment B** – Financial Proposal Form.

QQ. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.

RR. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

Appendix 2 - Offeror Information Sheet

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf.