

# CONSULTING AND TECHNICAL SERVICES II (CATS II)

# TASK ORDER REQUEST FOR PROPOSALS (TORFP)

# HISD DATABASE OPERATIONS, MAINTENANCE AND SUPPORT

CATS II TORFP # J02B2400007

# MARYLAND DEPARTMENT OF TRANSPORTATION MARYLAND STATE HIGHWAY ADMINISTRATION (SHA)

ISSUE DATE: JULY 11, 2012

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# **KEY INFORMATION SUMMARY SHEET**

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via, your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP Title:	HISD Database Operations, Maintenance and Support
Functional Area:	FA 2 Web and Internet Systems
TORFP Issue Date:	July 11, 2012
Closing Date and Time:	August 13, 2012
TORFP Issuing Agency:	Maryland Department of Transportation (MDOT)
	State Highway Administration (SHA)
	Highway Information Services Division (HISD)
Send Questions and Proposals to:	TO Procurement Officer – Dave Devlin
	Telephone Number 410-865-1230
	Email Address: <u>ddevlin@mdot.state.md.us</u>
TO Procurement Officer:	Dave Devlin
	Office of Procurement
	Office Phone: (410) 865-1230
	Email Address: ddevlin@mdot.state.md.us
TO Manager:	Nithya Jayakumar Office Phone Number: 410-545-5524 njayakumar@sha.state.md.us
TO Project Number:	J02B2400007
ТО Туре:	Time and Material
Period of Performance:	Notice to Proceed (NTP) to May 31 <sup>st</sup> , 2014.
MBE Goal:	0 Percent – But MBE utilization is encouraged.
Small Business Reserve (SBR):	No
Primary Place of Performance:	SHA, 707 N. Calvert St., Baltimore, MD 21202

TO Pre-proposal Conference:	July 26, 2012 @10:00 am
	MDOT Headquarters, Harry Hughes Suite 2
	7201 Corporate Center Drive
	Hanover, MD 21076
	See Attachment 5 for directions.
Deadline for Submission of Written	August 2, 2012 @12:00 pm
Questions:	

# **SECTION 1 - ADMINISTRATIVE INFORMATION**

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

### **1.2 TO AGREEMENT**

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

### **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. **Please note that the MDOT email system has an 8 MB limit on email transmission.** You may submit your proposal in two or more email submissions, if necessary, as long as you clearly indicate the total number of email submissions to be received. The "subject" line in the e-mail submission shall state the TORFP # J02B2400007. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # J02B2400007 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # J02B2400007 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 Price Proposal
- Attachment 3 Conflict of Interest and Disclosure Affidavit
- ATTACHMENT 4 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
- ATTACHMENT 7 NON-DISCLOSURE AGREEMENT (OFFEROR)
- ATTACHMENT 8 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)
- Attachment 10 Living Wage Affidavit of Agreement

#### 1.4 ORAL PRESENTATIONS/INTERVIEWS

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

## **1.5 CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

### 1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 707 N. Calvert St., Baltimore, MD 21202. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 7. Please contact the TO Manager of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 8.

### 1.8 LIMITATION OF LIABILITY CEILING

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

### 1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

Department of Information Technology (DoIT) is responsible for contract management oversight on the CATS II master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 9 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

## **SECTION 2 - SCOPE OF WORK**

#### 2.1 PURPOSE

SHA's Office of Planning and Preliminary Engineering Highway Information Services Division (OPPE/HISD) is issuing this CATS II TORFP to obtain one (1) highly qualified Oracle Database Administration resource. This resource shall be responsible for the database operations, maintenance, development and support activities of our mission critical business applications throughout OPPE/HISD. The resource shall also support other client/server and web-based systems as currently needed or in the future. The services provided through this TO will be critical to supporting OPPE/HISD Business Plan goals to improve efficiencies in our business processes and to provide services and products to our customers that meet or exceed their expectations. The goals of this TO are to ensure that the OPPE/HISD has the appropriate resources, skills and expertise to manage and enhance OPPE/HISD's Database Portfolio and infrastructure consistent with SHA's architecture and standards; to provide guidance concerning application security; and to provide on-going guidance concerning best practices in planning, designing and implementing newer database management technologies.

#### 2.2 REQUESTING AGENCY BACKGROUND

OPPE/HISD is responsible for the collection, compilation and reporting of a current data inventory of physical and administrative attributes and traffic/travel characteristics for all publicly maintained roads in Maryland, including 5,200 centerline miles of State highways and 26,000 centerline miles of County and Municipal maintained roads. The division is also responsible for the development and support of SHA's Geographic Information System (GIS) and the publication of various highway mapping products including Maryland's Official Transportation Map. This data serves the entire agency and provides highway information, GIS and mapping information, and traffic/travel characteristics to the State of Maryland, local governments, the public and the Federal government. OPPE/HISD is responsible for maintaining the various databases of highway information.

## 2.3 ROLES AND RESPONSIBILITIES

The roles and responsibilities of this TO's Key Management Personnel are defined as follows:

- <u>TO Procurement Officer</u> MDOT representative responsible for managing the TO solicitation and award process, change order process, and resolution of TOA scope issues.
- <u>TO Manager</u> SHA representative responsible for managing the day-to-day activities of the TO including the direct supervision of the on-site Contractor personnel. The TO Manager will also be responsible for preparing the TO solicitation, review and approval of proposed change orders, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting Contractor personnel performance.
- <u>TO Contractor Key Management Personnel</u> Representative of the TO Contractor who oversee their personnel assigned under this TO. This representative will be the point of contact for managing and correcting any disputes related to this TO. This representative will also be responsible for the preparation and submittal of invoices by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.

#### 2.4 PROFESSIONAL DEVELOPMENT

Technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education shall be associated with the technologies currently utilized by SHA or anticipated to be implemented by SHA in the near future. All costs, including, but not limited to, the actual course costs and course attendance time are the responsibility of the TO Contractor. SHA will not cover any

costs associated with the professional development of the TO Contractor personnel.

In addition to the TO Contractor resource professional development training, each TO Contractor resource assigned to work on-site at an SHA facility and or SHA project site, for a period of three months or longer, regardless of the number of days worked per week, will be required to take the following four (4) MANDATORY TRAINING COURSES given to all SHA employees and on-site TO Contractors:

- ADA Awareness
- Limited English Proficiency
- Sexual Harassment Awareness
- Workplace and Domestic Violence Awareness

This MANDATORY TRAINING shall be completed prior to the on-site TO Contractor resource's start date at the SHA facility (and/or project site).

The TO Contractor cannot bill the hours required for their resources to complete this MANDATORY TRAINING. The hours estimated to complete all four (4) training courses range from 4 to 6 hours and are available on-line.

Each on-site TO Contractor resource shall be required to certify that they completed the training. There will be a certificate of completion available at the end of each training course. The on-site TO Contractor resource shall print the certificate and give a copy to the TO Manager as record of completion. The on-site TO Contractor resource shall also forward a copy of their training certificates to the TO Prime Contractor for their contract management records.

## 2.5 **REQUIREMENTS**

The OPPE/HISD has relied on Contractual Technical Services for many years for the operation, maintenance, development and support of OPPE/HISD's database management portfolio. Currently, two (2) resources provide Oracle Database Administration and development services for OPPE/HISD at SHA Headquarters, located at 707 North Calvert Street, Baltimore Maryland. This resource shall provide ongoing operations, maintenance, development and support to OPPE/HISD's database portfolio. OPPE/HISD's database portfolio involves a number of programming languages and database technologies. These applications reside on Windows 2003/2008 servers located within the MDOT Network with a majority of them having an Oracle 11g back end.

The objective of this TORFP is to provide one (1) qualified resource that will work with OPPE/HISD's staff at SHA Headquarters Complex for the following applications and database management systems

	Location	Project Name	Application Type	Database Type	Project Description
1	Headquarters	HMIS	Client/side	Oracle	A database application used to maintain a current road inventory of physical and administrative attributes for all publicly maintained roads in Maryland.
2	Headquarters	LRS	Client/side	Oracle	This application is used to to create and maintain SHA's GIS centerline which provides a graphical representation of all publicly maintained roads in Maryland and is used throughout the agency for GIS purposes.
3	Headquarters	TSD	Client/side	Oracle	Transportation Database is used for publishing and printing all our maps.

4	Headquarters	EGIS	Web	Oracle	Enterprise Geographic Information System allows users to do analysis of data taking advantage of GIS capabilities.
5	Headquarters	Workload	Web	Oracle	Used to track assigned Office of Environmental Design (OED) workload. Receives project imports from the published monthly ad schedule and assignments added by staff.
7	Headquarters	TMS2kX	Web	Oracle	A web based application which is used for the collection, processing, analysis, summarization, and dissemination of Maryland highway traffic data.
8	Headquarters	RIDE	Client/side	Access	This application is used to collect and verify road inventory data including various physical attributes and location reference information for all publicly maintained roads in Maryland
9	Headquarters	iTMS	Web	Oracle	i-TMS is a web based application that provides access to the detailed Traffic count reports for all count locations in Maryland. This application is available to the public.
10	Headquarters	AADT Locator	Web	Oracle	A web based application which allows users to search for summarized traffic monitoring data including Annual Average Daily Traffic (AADT) and Annual Average Weekday Traffic (AAWDT) using a route search option, address search option, or map search option. This application is available to the public on SHA's Internet site.
11	Headquarters	Asset Data Warehouse (ADW)	Web	Oracle	This database stores all the assets owned by the state. The application allows users to edit or add assets to this database.

SHA (HISD) also has 4 production servers and one development server with Microsoft Windows 2003/2008 and Oracle 11g. Four of these servers have ArcSDE (Spatial Database Engine) installed on them. Currently, the servers are split among the 707 N Calvert building and Glen Burnie data center (1 Orchard Road Glenburnie, MD 21060) with plans of moving all our production servers to Glen Burnie data center in the next year.

The SHA (HISD) also supports applications that are accessible to the public with the help of using Oracle's Connection Manager.

#### 2.5.1 FUNCTIONAL / BUSINESS REQUIREMENTS

The TO Contractor resource shall perform the following:

#### Daily Tasks:

- Monitoring the production and development databases by checking database log files.
- Monitoring RMAN, Export backup jobs.
- Monitoring the backup reports using Oracle Grid Control.
- Checking the application and system event logs on daily basis.
- Monitoring the materialized views refresh job and fixing the errors encountered if any.
- Performance and space monitoring on the servers and databases.
- Handing the regular service tickets from the developers and application users for issues concerning to database.
- Providing on-call support during non-business hours (Monday through Friday after 5PM and on weekends).
- Helping developers with PL/SQL code.
- Maintaining database security.
- Performing logical backups.
- Performing hot backups using RMAN.
- Performing backups of all configuration files (parameter file, listener.ora etc).

#### Weekly Tasks:

- Creating Oracle scripts for Oracle exports, hot/cold backups, RMAN and Windows Scripts for scheduling jobs through Windows Scheduler.
- Scheduling daily, weekly, monthly and yearly jobs from Grid Control and Windows Scheduler.
- Working with Oracle support to resolve the bugs.
- Using database diagnostic pack and tuning pack to resolve performance related issues.
- Managing the database users in production and development.
- Performing database refreshes based on the needs of the developer.
- Reviewing the code from the developer and executing it in production databases.
- Providing operational and technical guidance as required.
- Interacting with developers.
- Performing database performance monitoring.
- Performing database space management.
- Monitoring, maintaining, upgrading, patching and tuning Oracle databases.
- Managing database accounts and user accounts.
- Performing Oracle patching for updates and bug fixes using opatch utility.
- Applying ArcSDE patches.
- Making cold backups every Sunday.

#### <u>General Tasks</u>

- Providing Oracle software installation like Client, Connection Manager, Grid Control and agents.
- Configuring listener using NETCA tool.
- Performing database upgrades.
- Providing database migration from 32 bit Servers to 64 bit and also Windows 2003 to Windows 2008.

- Providing capacity planning during migration time or for any new requirements.
- Performing data archiving.
- Documenting the various installations and migrations performed.
- Providing migration of MS Access applications to Oracle as per project management and development teams' needs.
- Providing database restore from the tape backup/disk based on the users need.
- Insuring data integrity and participating with data cleansing.
- Working with application development to convert the data model into a physical database.
- Training other DBAs and others as needed.
- Creating ArcSDE instances.
- Ensuring that recovery strategies for production and development are fully tested.
- Implementing Data Pump export and import jobs for data transfer.
- Troubleshooting materialized views.
- Using Automatic Database Diagnostic Monitor (ADDM) to analyze statistics and to identify performance bottlenecks and fix them.
- Assisting application developers by developing packages and procedures to meet the business requirement defined by the project manager.
- Assisting in debugging any procedures and packages.

#### Server Configuration:

- Creating databases.
- Determining and setting sizing parameters for database structures.
- Creating and managing temporary, undo and permanent tablespaces.
- Striping data files across multiple physical devices and locations.
- Configuring the database environment to support optimal data access performance.
- Setting up network tracing.

#### Enterprise Manager Grid Control

- Installing the Enterprise Manager Grid Control Software.
- Deploying Enterprise Manager Grid Control agents.
- Configuring the Enterprise Manager repository.
- Creating and managing jobs.
- Creating notifications.
- Implementing Grid Control and Database Control.
- Creating scheduler jobs.
- Creating schedules.
- Providing Single or Mass deployment of Grid Agents.

#### 2.5.2 TECHNICAL REQUIREMENTS

The TO Contractor shall be required to use Oracle Enterprise Manager for monitoring and performance tuning on Windows servers. The TO Contractor shall be able to use Oracle SQL developer for writing SQL, PL/SQL code and for debugging any objects. The TO Contractor shall be able to use command line interface for managing certain jobs such as imports and exports.

#### 2.5.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution.

### 2.5.4 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a schedule consistent with evaluations of SHA personnel for assignments performed during that period. The established performance evaluation and standards are included as Attachment 11. The TO Contractor personnel shall maintain a minimum rating of "Exceeds Standards" in each major category of the performance evaluation (i.e., Dependability, Job Knowledge, etc.) and a minimum rating of "Meets Standards" in all individual criteria (i.e., Punctuality, Tact, etc.) If prior to a scheduled evaluation the TO Manager has determined there are issues with the performance of TO Contractor personnel, the TO Manager will notify both the TO Contractor and the TO Contractor personnel by email, identifying the issue and the expected action(s) to correct the issue.

### 2.5.5 PERFORMANCE PROBLEM MITIGATION

In the event the agency is not satisfied with the performance of TO Contractor Personnel, the mitigation process is as follows. The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements. The TO Contractor will have three business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.

#### 2.5.6 SUBSTITUTION OF PERSONNEL

The substitution of personnel procedures is as follows. The TO Contractor may not substitute personnel without the prior approval of the agency. To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

## 2.5.7 SERVICE LEVEL AGREEMENT

The TO Contractor resource shall provide support for databases in accordance with Service Level Agreement defined in table below. In the event of a database outage, TO Contractor resource shall work to respond and resolve issues with availability for multiple systems to minimize impact to internal business units as well as to public Internet sites. The level of acceptable impact may vary based on the application ranging in severity from Low to High. Allowable outage time is from 8-16 hours depending on application.

The following applications can have outage up to 16 hours

Project Name	
HMIS	
LRS	
TSD	
iTMS	

The following applications can have outage up to 8 hours

Project Name
EGIS
Workload
TMS2kX
RIDE
AADT Locator
Asset Data Warehouse (ADW)

TO Contractor will meet SLA support levels 95% of the time for each of the level of reported service levels on a monthly basis. Failure to meet SLA will result in corrective actions for the TO Contractor as described in Section 2.5.5 Performance Problem Mitigation.

Service Levels	Phone Response	On-Site Response	Response Availability	Resolution Time	Comments
Low (any situation where the production is not held up and users can still use the applications)	4 hour	1 work day	5 days/week, Mon- Fri, 8AM-5PM	Within 3 business days after report	On-site response to calls after 1PM may be by 9AM the next morning
High (any situation	30 minutes	4 hours	7 days/week, 24 hrs. a	Within 24 hours after	

that stops production)			day	first report	
Normal ( any situation where if nothing is done quickly it will effect production but does not require an immediate action)	2 hour	1 work day	7 days/week, 24 hrs. a day	Within 48 hours after first report	

Upon being notified of an issue the TO Contractor will respond immediately by email to the user who alerted them, all users who will be affected by that issue and the TO Contractor's manager about the issue and expected down time. If this is a High priority then the TO Contractor must notify the users and HISD's IT team which application and server is affected to include the expected downtime. For normal and low priorities the TO Contractor will let the users know when the down time will be. In most cases the downtime will be scheduled around noon or after 4 PM.

If the issue is of normal or low priority the issue and must be escalated to the next level the user shall contact the HISD IT manager directly who will make the final decision.

After the issue has been resolved the TO Contractor will produce a written report detailing the problem and the solution and will submit it to HISD IT manager.

#### 2.5.8 BACKUP / DISASTER RECOVERY

- 2.5.8.1 The TO Contractor shall perform backups of the database servers on a regular basis. This shall include daily and full weekly backups.
- 2.5.8.2 The TO Contractor shall utilize RMAN and Oracle Grid for hot backups from Monday-Friday, and shall utilize Backup Executive for weekly backups.
- 2.5.8.3 In addition, the TO Contractor shall also be responsible to ensure that there are logical backups of each database every day.
- 2.5.8.4 The TO Contractor shall utilize the technologies currently available and any new technology that state may start to use.

#### Technologies Used

- Oracle Recovery Manager (RMAN)
- Oracle FRA and Block Change Tracking
- Oracle Data Pump
- Oracle Enterprise Manager Grid Control RMAN Integration
- Symantec Backup Exec
- MS VB Scripts

#### 2.5.9 HARDWARE, SOFTWARE, AND MATERIALS

There will be no Hardware, Software or Materials purchased under this Task Order.

#### 2.6 DELIVERABLES

For each deliverable, the TO Contractor shall submit one hard copy and one electronic copy compatible with Microsoft Office 2007.

#### **DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA**

ID#	Deliverable Description	Frequency / Due Date	Acceptance Criteria
2.6.2.1	Deliverable A Weekly Status Report	Receipt by close of business Friday following the previous week.	<ul> <li>A MS Word document that shall document:</li> <li>Task accomplished for current reporting period</li> <li>Task planned for next</li> </ul>
2.6.2.2	Deliverable B Monthly Invoices	Receipt by the 15th day of each month with specified content.	reporting period PDF document that shall contain the requirements mentioned in Section 2.9 Invoice Format.

#### 2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and sub Contractors are to follow a consistent methodology for all TO activities.

#### 2.8 TO CONTRACTOR PERSONNEL MININUM QUALIFICATIONS

The following minimum qualifications are mandatory. The Master Contractor shall propose an individual that possess expertise in the following:

#### **Required Experience**

- 5 years of experience managing Oracle software installations and upgrades,
- 5 years of experience managing and implementing Oracle Security patches,
- 5 years of experience creating scripts for backing up data,
- 5 years of experience with database tuning and capacity planning,
- 5 years of experience with database backups and recovery,
- 5 years of experience with Windows 2003,
- 3 years of experience with Windows 2008,

- 3 years of experience with OEM tools (11g) and Oracle Grid Management Server,
- 3 years of experience with Oracle Data Guard,
- 3 years of experience with Oracle Connection Manager,
- 3 years of experience working with RMAN,
- 2 years of experience working with TCP/IP and DNS,
- 2 years of experience working with SMTP,
- 2 years of experience with Oracle 11g and their management packs,
- 2 years of experience with data partitioning,
- 2 years of experience with XML,
- 3 years of experience with ESRI products (ArcSDE 9.3.1 and higher, ArcCatalog and ArcMap)

#### 2.9 INVOICING

Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.6.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Invoices shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and under INVOICE FORMAT.

On-call hours and upgrades performed during non-business hours would be billed based on actual time worked at the approved Task Order labor rate.

The TO Contractor shall submit monthly invoices for SHA/HISD approval and payment that coincide with the submission of the progress reports on or before the 15th day of the month. The invoices shall identify actual hours by each person assigned to the task order during the reporting period. Invoices shall be accompanied by timesheets and paid contractor invoices documenting charges for labor in accordance with the contractor price proposal for the Master Contract.

Invoices and all required documentation shall reflect the first day of the month through the last day of the month, **only**. Any piece of documentation showing hours worked the days before or after any given documented month will be incorrect and the TO Contractor required to resubmit the entire package. Any documentation received after the 15<sup>th</sup> day of any month will be late. If the 15<sup>th</sup> of any month falls on a weekend, government holiday, or State of Maryland Service Reduction day, all documentation is due the last government business day prior.

It is the sole responsibility of the contractor to ensure that all required monthly documentation is received by the  $15^{\text{th}}$  of each month.

#### **INVOICE FORMAT**

- A) A proper invoice shall identify SHA, labor category, associated TOA number and Title, date of invoice, period of performance covered by the invoice, the SHA issued BPO Number and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send via email the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work) to:
  - i. Alan Lijewski

Email: ALijewski@sha.state.md.us

- ii. The Task Order Project Manager's name <u>must</u> be shown on the E-mail Subject Line
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

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

#### 3.1 REQUIRED RESPONSE

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

#### 3.2 FORMAT

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

#### 3.2.1 TECHNICAL PROPOSAL

A) Proposed Services

1) Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience for achieving the objectives of the TORFP.

2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

- B) Proposed Personnel
  - 1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 Scope of Work.
  - 2) Complete and provide, Attachment 4 Labor Classification Personnel Resume Summary.
  - 3) Provide names and titles of all Key management personnel who will be involved with supervising the services rendered under this TO agreement.
  - 4) Provide three examples of work assignments that each of the proposed personnel has completed that were similar in scope to the one defined in this TORFP. Each example must include a reference complete with the following
    - Name of organization
    - Name, title and telephone number of point-of-contact for the reference
    - Type and duration of contract(s) supporting the reference
    - Services provided, performance objective satisfied as they relate to this TORFP
- C) Subcontractors
  - 1) Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 Scope of Work.
- D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 Scope of Work. Each example must include contact information for the client organization complete with the following:
  - a) Name of organization
  - b) Point of contact name, title, and telephone number
  - c) Services provided as they relate to Section 2 Scope of Work.
  - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
  - a) Name of organization.
  - b) Point of contact name, title, and telephone number
  - c) Services provided as they relate to Section 2 Scope of Work.
  - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
  - e) Dollar value of the contract.
  - f) Whether the contract was terminated before the original expiration date.
  - g) Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section D2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

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

#### 3.2.2 FINANCIAL RESPONSE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1 Completed Financial Proposal with all rates fully loaded.

## **SECTION 4 – TASK ORDER AWARD PROCESS**

#### 4.1 OVERVIEW

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

#### 4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- The Master Contractor's proposal solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A
- Personnel experience required in Section 3.2.1.B
- Master Contractor and Subcontractor Experience and capabilities specified in Section 3.2.1.D

#### 4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.8 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) SHA HISD will conduct interviews to determine the best candidate.
- C) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, proposals will be reviewed and ranked based on technical merit.

#### 4.4 COMMENCEMENT OF WORK UNDER A TOA

Commencement of work in response to a TOA shall be initiated only upon issuance of a fully executed TOA, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 6 - Notice to Proceed (sample).

## ATTACHMENT 1 –PRICE PROPOSAL

## PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II TORFP # J02B2400007

#### LABOR CATEGORIES

# LABOR RATES IN EACH LABOR CATEGORY ARE FULLY LOADED, ALL-INCLUSIVE RATES THAT SHALL INCLUDE ALL DIRECT AND INDIRECT COSTS INCLUDING BUT NOT LIMITED TO TRAVEL, PARKING, CELL PHONES, ETC.

	Α	В	С	D	
Labor Categories	Hourly Labor Rate	Yearly Rate*	Total Class Hours	Total Proposed CATS II TORFP Price	
(Database Administration. Master Contractor to insert Proposed labor categories for this TORFP)			*Hours adjusted based on State Holidays and State scheduled service reduction days		
Year #1 (NTP through May 31 <sup>st</sup> , 2013)					
Resource Name/Classification #1	\$		1960	\$	
Year #2 (June 1 <sup>st</sup> , 2013 through May 31 <sup>st</sup> , 2014)					
Resource Name/Classification #1	\$		1960	\$	
Total Evaluated Price					

Authorized Individual Name

Company Name

Title

Company Tax ID #

\* Offerors are asked to propose both a yearly rate (fixed price) and an hourly labor rate. SHA reserves the right to apply either the proposed Yearly Fixed Price Rate or the proposed Hourly Labor Rate. The Yearly Fixed Price Rate requires a minimum of 1920 work hours annually. Actual work hours may exceed 1920. The estimated 1960 hours is used for calculation purposes only and may not reflect actual hours worked. Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Both rates must include all direct and indirect costs and profit for the

Contractor to perform under the Contract.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

# ATTACHMENT 2 – TASK ORDER AGREEMENT

## CATS II TORFP# J02B2400007 Number OF MASTER CONTRACT #060B9800035

This Task Order Agreement ("TO Agreement") is made this day of Month, 20XX by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, TO Requesting Agency.

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

- 1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. "Agency" means the TO Requesting Agency, as identified in the CATS II TORFP # J02B2400007 .
  - b. "CATS II TORFP" means the Task Order Request for Proposals # J02B2400007, dated MONTH DAY, YEAR, including any addenda.
  - c. "Master Contract" means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated \_\_\_\_\_\_.
  - d. "TO Procurement Officer" means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. "TO Agreement" means this signed TO Agreement between TO Requesting Agency and TO Contractor.
  - f. "TO Contractor" means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_\_.
  - g. "TO Manager" means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. "TO Proposal Technical" means the TO Contractor's technical response to the CATS II TORFP dated date of TO Proposal Technical.
  - i. "TO Proposal Financial" means the TO Contractor's financial response to the CATS II TORFP dated date of TO Proposal Financial.
  - j. "TO Proposal" collectively refers to the TO Proposal Technical and TO Proposal Financial.
- 2. Scope of Work
- 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
- 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
  - a. The TO Agreement,
  - b. Exhibit A CATS II TORFP
  - c. Exhibit B TO Proposal-Technical
  - d. Exhibit C TO Proposal-Financial

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

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

- 4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

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

## STATE OF MARYLAND, TO Requesting Agency

By: insert name, TO Procurement Officer

Date

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

# ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

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

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

#### **INSTRUCTIONS:**

- 1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
- 2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS II TORFP process.
- 3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

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

## ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INS	ERT LABOR CATEGORY NAME)
Education: (Insert the education description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from Section 2.10 for the applicable labor category.)	

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

#### **Contractor's Contract Administrator:**

Signature

Date

**Proposed Individual:** 

Signature

Date

SUBMIT WITH TECHNICAL PROPOSAL SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

### **ATTACHMENT 5 – DIRECTIONS**

### TO THE PRE-TO PROPOSAL CONFERENCE

Maryland Department of Transportation Headquarters 7201 Corporate Center Drive Hanover MD 21076

> *410-865-1000* Toll Free 1-888-713-1414

#### From the South

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Stoney Run. Take the ramp that veers to the right. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is 34 mile on the right side of the road. Visitor parking is to the left.

#### From the North

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

#### Marc Train Service

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

#### Light Rail Service

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

# ATTACHMENT 6 - NOTICE TO PROCEED

Month Day, Year

TO Contractor Name TO Contractor Mailing Address

Re: CATS II Task Order Agreement #J02B2400007

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology Project Management Office, Department of Information Technology

## **ATTACHMENT 7 – NON-DISCLOSURE AGREEMENT (OFFEROR)**

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 200\_, by and between

\_\_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #J02B2400007 for HISD Database Operations, Maintenance and Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to

\_\_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

- 1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
- 2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
- 3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Donna Ziegenhein, Maryland Department of Transportation, State Highway Administration, Highway Information Services Division on or before the due date for Proposals.
- 4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
- 5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
- 6. This Agreement shall be governed by the laws of the State of Maryland.
- 7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
- 8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR:	BY:
NAME:	TITLE:
ADDRESS:	

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

## ATTACHMENT 8 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this day of	_, 200,
by and between the State of Maryland ("the State"), acting by and through its Maryland Department of Transport	ation,
State Highway Administration, Highway Information Services Division (the "Department"), and	
("TO Contractor"), a corporation with its principal business office located at	

\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_\_

#### RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for HISD Database Operations, Maintenance and Support TORFP No. J02B2400007 dated \_\_\_\_\_\_, (the "TORFP) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

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

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

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

CATS II TORFP Template for Business Services, Revised 11/5399

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

#### TO Contractor/TO Contractor's Personnel:

#### **TO Requesting Agency:**

Name:	Name:
Title:	Title:
Date:	Date:

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

## ATTACHMENT 9 - TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

A) Has there been any substitution of personnel?		
Yes No (If no, skip to Section 4.)		
B) Did the Master Contractor request each personnel substitution in writing?		
Yes No (If no, explain why)		
C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?		
Yes No (If no, explain why)		
D) Was the substitute approved by the agency in writing?		
Yes No (If no, explain why)		
Section 4 – MBE Participation		
<ul> <li>A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)</li> <li>%</li> </ul>		
B) Are MBE reports D-5 and D-6 submitted monthly?		
Yes No (If no, explain why)		
<ul> <li>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)</li> <li>%</li> </ul>		
(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))		
<ul> <li>D) Is this consistent with the planned MBE percentage at this stage of the project?</li> <li>Yes No (If no, explain why)</li> </ul>		
<ul> <li>E) Has the Master Contractor expressed difficulty with meeting the MBE goal?</li> <li>Yes No</li> </ul>		
(If yes, explain the circumstances and any planned corrective actions)		
Section 5 – TO Change Management		
A) Is there a written change management procedure applicable to this TO?		
Yes No [ (If no, explain why)		
B) Does the change management procedure include the following?		
Yes No Sections for change description, justification, and sign-off		
Yes No Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)		
Yes No A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)		
C) Have any change orders been executed?		
Yes No		
(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)		

D	) Is the change	management	procedure	being	followed?
~	, is the change	management	procedure	ooms	iono wea.

Yes No (If no, explain why)

## ATTACHMENT 10 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No		
Name of Contractor		
Address		
City	State	Zip Code

#### If the Contract is Exempt from the Living Wage Law

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

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

#### If the Contract is a Living Wage Contract

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

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

\_\_\_ All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;

\_\_\_\_ All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or

\_\_\_ All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative:

Signature of Authorized Representative:

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

Witness Name (Typed or Printed):

Witness Signature & Date: \_\_\_\_\_

### **EXHIBIT A**

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

Printed Name and Address of Employee or Agent	Signature	Date

### **ATTACHMENT 11 – Performance Evaluation**

DEPENDABILITY		Far Exceeds	Exce	eds	Meets	Below	Fa Bel		Raw Score
Lateness, Punctuality		5			3	2	1	l	+
Compliance with TO Manager's Req Pre-Approval of Leave	Compliance with TO Manager's Requirements for Pre-Approval of Leave				3	2	1	l	+
			Т	otal F	Raw Score			-	=
Total Raw Score	10				6 - 5	4 - 3			2
Rating for Dependability	Far Exceeds	Excee	ds		Meets	Below	/	F	ar Below
INITIATIVE		Far Exceeds	Exce	eds	Meets	Below	Fa Bel		Raw Score
Contribution		5	4		3	2	1		+
Advancement in the field		5	4		3	2	1		+
				Tota	l Raw Score			-	=
Total Raw Score	10 - 9	8 - 7	,		6 - 5	4 - 3			2
Rating for Initiative	Far Exceeds	Excee	ds		Meets	Below	/	F	ar Below
INTERPERSONAL RELATIONS	HIPS	Far Exceeds	Exce	eds	Meets	Below	Fa Bel		Raw Score
Customer Service		5	4		3	2	1	l	+
Communication		5	4		3	2	1	l	+
Cooperation					3	2	1	l	+
Tact					3	2	1	l	+
Adaptability to Change		5	4		3	2	1	l	+
			Т	otal l	Raw Score				=
Total Raw Score	21 - 20	19 - 1	7		16 - 13	12 - 8			7 - 5
Rating for Interpersonal Relationships	Far Exceeds	Excee	ds		Meets	Below	1	F	ar Below
WORK HABITS		Far Exceeds	Exce	eds	Meets	Below	Fa Bel		Raw Score
Meeting Target & Timetables		5	4		3	2	1		+
Communication with TO Manager		5	4		3	2	1	L	+
Use of Time		5	4		3	2	1	[	+
Organization of Work Environment		5			3	2	1	L	+
			Т	otal F	Raw Score				=
Total Raw Score	20 - 1	8 1	7 - 14		13 - 10	9 -	6		5 - 4

Rating for Work HabitsFar Exceeds	Exceeds	Meets	Below	Far Below
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JOB KNO	WLED	GE		ar eeds	Excee	ds	Meets	Below	Far	Below	Raw Score	
Policies, Procedures, Practice	es			5	4		3	2		1	+	
Organizational Skills				5	4		3	2		1	+	
Equipment / Technology				5	4		3	2		1	+	
Terminology				5	4		3	2		1	+	
					То	tal R	aw Score				=	
Total Raw Score		20 - 18		17 -	14		13 - 10	9	- 6		5 - 4	
Rating for Job Knowledge	I	Far Exceeds		Exce	eds		Meets	В	elow	F	Far Below	
JOB QUALITY	-			ar eeds	Excee	ds	Meets	Below	Far	Below	Raw Score	
Timely Completion of Assign	nments			5	4		3	2		1	+	
Problem Solving				5	4		3	2		1	+	
Accuracy				5	4		3	2		1	+	
Work Process / Product / Ser	vices			5	4		3	2		1	+	
Working Under Pressure			5		4		3	2		1	+	
					То	tal R	aw Score				=	
Total Raw Score	25	5 - 23	,	22 - 18			17 - 13	12	- 8		7 - 5	
Rating for Job Quality	Far I	Exceeds	E	Exceeds			Meets	Bel	ow	F	ar Below	
JOB QUANTITY			ar eeds	Excee	ds	Meets	Below	Far	Below	Raw Score		
Volume of Work				5	4		3	2		1	+	
					Tot	al Ra	aw Score				=	
Total Raw Score		5			4		3		2		1	
Rating for Job Quantity		Far Exce	eds	E	xceeds		Meets	I	Below	]	Far Below	

	Evaluation							
DEPENDABILITY	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards			
Lateness, Punctuality	No lateness, always punctual		Consistently punctual, an occasional lateness with no impact upon operations	Inconsistent in punctuality, <u>or</u> latenesses have impact upon operations	Frequently not punctual, <u>or</u> latenesses have adverse impact upon operations			
Compliance with TO Manager's Requirements for Pre-Approval of Leave	Always complies with TO Manager's requirements for pre-approval of leave		Usually complies with TO Manager's requirements	Inconsistent in compliance with requirements; minor violations of requirements	Frequently does not comply with requirements; several minor violations <u>or</u> a major infraction of requirements			

	Evaluation								
INITIATIVE	Far Exceeds	Exceeds	Meets	Below	Far Below				
	Standards	Standards	Standards	Standards	Standards				
Contribution	Always participates in problem solving and/or making operational improvements; contributes constructive ideas and suggestions that have major impact	Consistently participates in problem solving and/or making operational improvements; con- tributes constructive ideas and suggestions that are implemented	Frequently participates in problem solving and/or making operational improvements; contributes ideas and suggestions	Occasionally participates in problem solving and/or making operational improvements; rarely contributes ideas and suggestions	Rarely participates in problem solving and/or making operational improvements; never contributes ideas and suggestions				
Advancement in the Field	Has applied concepts learned in training to improve operations of the organization/unit	Anticipates new technology or processes and plans training to improve knowledge and skills	Pursues training to maintain current certifications in technology or processes	Does not pursue training <u>or</u> learning new technology or processes but accepts training if assigned	Declines offers for training <u>or</u> to learn new technology or processes				

INTERPERSONAL	Evaluation							
RELATIONSHIPS	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards			
Customer Service	Consistently goes beyond the requirements to ensure that customer needs are met; consistently anticipates service needs of customers; consistently provides additional information or aid without request	Frequently goes beyond the requirements to en- sure that customer needs are met; frequently anticipates service needs of customers; frequently provides additional information or aid without request	Always courteous and congenial with external and internal customers; provides requested assistance and information to others in a prompt and courteous manner	Marginally courteous; provides requested assistance and information to others in a less than prompt <u>or</u> courteous manner	Occasionally discourteous; occasionally does not provide assistance and information to others in a prompt <u>or</u> courteous manner			
Communication	Facilitates clear and effective communication among involved parties; accurately interprets and transmits communications	Communicates clearly and concisely with a high degree of accuracy	Communicates openly; participates in team discussions	Rarely communicates openly; rarely participates in team discussion	Communicates ineffectively and unclearly			
Cooperation			Actively cooperates with others to achieve goals of the organization; readily accepts direction from supervisors; supports team leader; develops and maintains cooperative working relationships with team and with others inside and outside the work unit	Reluctantly cooperates with others to achieve goals of the organization; reluctantly accepts direction from supervisors; minimally supports team leader; rarely develops and maintains co- operative working relationships with team <u>or</u> with others inside and outside the work unit	Uncooperative with others to achieve goals of the organization; resistant to direction from supervisors; rarely supports team leader; seldom develops and maintains co- operative working relationships with team <u>or</u> with others inside and outside the work unit			

	Evaluation					
INTERPERSONAL RELATIONSHIPS (Continued)	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards	
Tact			Consistently polite, respectful of others; considers the viewpoints of others; has a positive effect on people	Marginally polite and respectful; reluctantly considers the viewpoint of others	Rude and disrespectful; infrequently considers viewpoint of others; has a negative effect on people	
Adaptability To Change	Presents positive out- look on changes and adjustments to work assignments or procedures; always includes suggestions or solutions as part of constructive criticism; motivation and productivity unaffected by unanticipated changes	Readily accepts change and adjustments to work assignments or procedures; usually makes suggestions or solutions as part of constructive criticism; motivation and productivity minimally affected by unanticipated changes	Accepts changes and adjustments to work assignments or procedures; criticizes constructively; cooperative in dealing with unanticipated changes	Does not easily accept changes and adjustments to work assignments or procedures; criticism not always constructive; not generally cooperative in dealing with unanticipated changes	Resistant to changes and adjustments to work; criticisms are not warranted; uncooperative in dealing with unanticipated changes	

			Evaluation		
WORK HABITS	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Meeting Targets & Timetables	Performs at levels better than targets; early with timetables and deadlines	Always meets targets, timetables and deadlines; always prompt and prepared for meetings and other scheduled events	Consistently meets targets, timetables and deadlines; consistently prompt and prepared for meetings and other scheduled events	Inconsistent in meeting targets, timetables <u>or</u> deadlines; inconsistent in promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events	Frequently does not meet targets, timetables, <u>or</u> deadlines; frequently lacks promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events
Communication with TO Manager	Anticipates developments or delays making appropriate adjustments; works independently with little or no supervision	Always keeps TO Manager informed of key developments; responds quickly and appropriately to unanticipated delays or developments; works independently with minimal supervision	Consistently keeps TO Manager informed of key developments and/or delays; responds to routine developments appropriately; works with general supervision	Inconsistent in keeping TO Manager informed of delays <u>or</u> developments; some routine developments require supervisory guidance; requires close supervision	Frequently does not keep TO Manager informed of developments <u>or</u> delays; routine developments often require supervisory guidance; requires constant supervision
Use of Time	Completes all regular assigned work plus additional assignments; plans productive activities in advance to fill any idle time	Usually completes additional assigned work and completes all regularly assigned duties; finds productive activities to fill any idle time	Completes all assigned work in time allocated; use of idle time does not interfere with work of others	Inconsistent in completing assigned work in time allocated; seldom completes additional tasks	Frequently does not perform regularly assigned work in time allocated; use of idle time negatively impacts work
Organization of Work Environment	Always maintains clean, organized work environment; always practices, maintains and promotes safe work habits; always properly maintains and cares for equipment		Consistently maintains clean, organized work environment; consistently practices and maintains safe work habits; consistently maintains and cares for equipment properly	Inconsistent in maintaining clean, organized work environment; inconsistent in practicing <u>or</u> maintaining safe work habits; inconsistent in properly maintaining <u>or</u> caring for equipment	Frequently does not maintain clean, organized work environment; frequently does not practice safe work habits; frequently does not properly maintain <u>or</u> care for equipment

LOD			Evaluation		
JOB KNOWLEDGE	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Policies/ Procedures/ Practices	Appropriately uses and interprets correct policies, procedures, and practices and frequently makes recommendations to improve them	Appropriately uses and interprets correct policies, procedures, and practices and occasionally makes recommendations to improve them	Appropriat ely uses correct policies, procedures, and practices	Inconsistently uses correct policies, procedures, and practices	Rarely uses correct policies, procedures, and practices
Organizational Skills	Systematically and innovatively manages activities, information and resources and makes recommendations for improvement	Systematically manages activities, information and resources and makes some recommendations for improvement	Proficientl y manages activities, informatio n and resources	Ineffectively manages some activities, information and resources	Rarely manages activities, information and resources
Equipment/ Technology	Develops and uses innovative applications of equipment/technology	Familiar with and appropriately uses equipment/techno logy	Basic familiarity with equipment/ technology	Some understanding of the administration's or unit's equipment/ technology	Little or no understanding of the administration's or unit's equipment/technology
Terminology	Appropriately uses and clearly explains terminology of the administration and unit; keeps abreast of new concepts and terminology	Familiar with and appropriately uses terminology of the administration and unit	Basic familiarity with terminolog y of the administrat ion and unit	Some understanding of the administration's or unit's terminology	Little or no understanding of the administration's or unit's terminology

JOB QUALITY	Evaluation						
	Far Exceeds	Exceeds	Meets	Below	Far Below		
	Standards	Standards	Standards	Standards	Standards		
Completion of Assignments	Works independently with broad direction and little or no follow up; self-motivated to complete assignments	Independently completes assignments with minimal direction and follow up	Independently completes assignments with routine supervision	Occasionally unable to complete assignments independently; requires frequent supervision and follow up	Requires direct supervision while performing all aspects of routine assignments		
Problem Solving	Anticipates potential problems and acts accordingly; makes an effort to prevent recurring problems	Recognizes and analyzes complex problems and takes appropriate action or recommends effective, creative solutions	Recognizes and analyzes routine problems and takes appropriate action	Occasionally recognizes problems; experiences some difficulty with analysis; requires some assistance to develop workable solutions	Rarely recognizes problems; experiences extreme difficulty with analysis; recommends ineffective solutions or unable to recommend solutions		
Accuracy	Work performed at the highest level of accuracy; errors extremely rare, always minor	Work performed at a high level of accuracy; errors usually minor in nature	Work performed at an acceptable level of accuracy	Work performed occasionally at an unacceptable level of accuracy; frequent errors	Work performed with frequent and recurrent errors in routine assignments		
Work Process/ Product/Services	Develops highest quality work product or demonstrates highest quality of services	Thoroughly researches, analyzes, and prepares high quality work product or provides high quality services	Thoroughly researches and efficiently prepares product at acceptable standards or provides services at acceptable	Has difficulty with work process/product/ services; occasionally unable to meet an acceptable standard of quality	Rarely meets acceptable standards of quality		
Working Under Pressure	Efficiently and effectively performs all assignments regardless of distractions or pressure situations	Frequently handles difficult pressure situations and distractions without affecting performance; reprioritizes workload as needed	Appropriately handles routine pressure situations and distractions of the job while maintaining normal workload	Low tolerance to some pressure situations or distractions which hinder job performance	Rarely able to work under pressure situations or handle distractions		

JOB QUANTITY	Evaluation						
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards		
Volume of Work	Always produces more than required	Frequently produces more than required	Produces the required volume of work	Occasionally fails to meet requirements	Rarely meets requirements		