

# **Consulting and Technical Services Plus (CATS+)**

# **Task Order Request for Proposals (TORFP)**

# SHA Database Portfolio Business Services

# CATS+ TORFP #J02B3400050

# Maryland Department of Transportation (MDOT) Maryland State Highway Administration (SHA)

# **ISSUE DATE: November 21, 2013**

# **TABLE OF CONTENTS**

KEY IN	NFORMATION SHEET	4
SECTI	ON 1 - ADMINISTRATIVE INFORMATION	5
1.1	RESPONSIBILITY FOR TORFP AND TO AGREEMENT	5
1.2	TO AGREEMENT	
1.3	TO PROPOSAL SUBMISSIONS	5
1.4	ORAL PRESENTATIONS/INTERVIEWS	6
1.5	DISADVANTAGED BUSINESS ENTERPRISE (DBE)	6
1.6	CONFLICT OF INTEREST	
1.7	NON-DISCLOSURE AGREEMENT	
1.8	LIMITATION OF LIABILITY CEILING	6
1.9	CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES	6
1.10	IRANIAN NON-INVESTMENT	7
1.11	LIVING WAGE	7
1.12	QUESTIONS	7
1.13	CHANGE ORDERS	7
1.14	TRAVEL REIMBURSEMENT	7
1.15	TO PRE-PROPOSAL CONFERENCE	7
SECTI	ON 2 - SCOPE OF WORK	8
2.1	PURPOSE	
2.2	SYSTEM BACKGROUND AND DESCRIPTION	
2.3	REQUESTING AGENCY BACKGROUND	12
2.4	ROLES AND RESPONSIBILITIES	13
2.5	PROFESSIONAL DEVELOPMENT	13
2.6	REQUIREMENTS	14
2.7	FUNCTIONAL/BUSINESS REQUIREMENTS	14
2.8	NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS	19
2.9	BACKUP/DISASTER RECOVERY	20
2.10	HARDWARE, SOFTWARE, AND MATERIALS	21
2.11	WORK HOURS	21
2.12	PERFORMANCE EVALUATION	21
2.13	PERFORMANCE PROBLEM MITIGATION	21
2.14	SUBSTITUTION OF PERSONNEL	
2.15	PREMISES AND OPERATIONAL SECURITY	22
2.16	DELIVERABLES	
2.17	REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES	24
2.18	OFFEROR'S MIMIMUM QUALIFICATIONS	
2.19	OFFEROR'S MINIMUM PERSONNEL QUALIFICATIONS	24
2.20	OFFEROR'S PERSONNEL OTHER REQUIREMENTS	25
2.21	INVOICING	
2.22	INVOICE SUBMISSION PROCEDURE	27
2.23	WORK ORDER PROCESS	
2.24	DBE PARTICIPATION REPORTS	28
SECTI	ON 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	29
3.1	REQUIRED RESPONSE	29
3.2	FORMAT	

3.2.1	TO TECHNICAL PROPOSAL	
3.2.2		
SECTI	ON 4 - TASK ORDER AWARD PROCESS	
4.1	OVERVIEW	
4.2	TECHNICAL PROPOSAL EVALUATION CRITERIA SELECTION PROCEDURES	
4.3 4.4	COMMENCEMENT OF WORK UNDER A TO AGREEMENT	
ATTAC	CHMENT 1 –PRICE PROPOSAL	
	CHMENT 2 – DISADVANTAGED BUSINESS ENTERPRISE FORMS	
	CHMENT 2, D-1 MDOT DBE FORM A	
	CHMENT 2, D-2 MDOT DBE FORM B	
	CHMENT 2, D-3 MDOT DBE FORM C	
ATTAC	CHMENT 2, D-4 MDOT DBE FORM D	
ATTAC	CHMENT 2, D-5	
ATTAC	CHMENT 2, D-6	
	CHMENT 2, D-7 DBE UNAVAILABILITY CERTIFICATE	
ATTAC	CHMENT 3 – TASK ORDER AGREEMENT	
ATTAC	CHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE	
ATTAC	CHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY	
ATTAC	CHMENT 6 – NON-DISCLOSURE AGREEMENT (OFFEROR)	
	CHMENT 7 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)	
EXHIB	SIT A –	
	CHMENT 8 – TO CONTRACTOR SELF-REPORTING CHECKLIST	
ATTAC	CHMENT 9 – PERFORMANCE EVALUATION	
ATTAC	CHMENT 10 – SAMPLE STATUS REPORT	
ATTAC	CHMENT 11 - KNOWLEDGE SKILLS AND ABILITIES	
ATTAC	CHMENT 12 – CRIMINAL BACKGROUND CHECK AFFIDAVIT	
ATTAC	CHMENT 13 – CERTIFICATION REGARDING INVESTMENTS IN IRAN	
ATTAC	CHMENT 14 - LIVING WAGE AFFIDAVIT OF AGREEMENT	
ATTAC	CHMENT 15 - SAMPLE WORK ORDER	

# **KEY INFORMATION SUMMARY SHEET**

This CATS+ TORFP J02B3400050 is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal shall submit a Master Contractor Feedback form. The form is accessible via, your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP Title:	SHA Database Portfolio Business Services	
Functional Area:	Functional Area #1 – Enterprise Service Provider	
TO Project Number:	J02B3400050	
TORFP Issue Date:	November 21, 2013	
Question Due Date and Time	Wednesday, December 4, 2013 at 2:00 p.m. Local Time	
Closing Date and Time:	Friday, December 20, 2013 at 2:00 p.m. Local Time	
TORFP Issuing Agency:	Maryland Department of Transportation on behalf of State Highway Administration Office of Information Technology (OIT)	
Send Questions and Proposals to:	Joseph Palechek Telephone Number: 410-865-1129 Email Address: jpalechek@mdot.state.md.us	
TO Procurement Officer:	Joseph Palechek Office Phone Number: 410-865-1129 Office FAX Number: 410-865-1388	
TO Manager:	Karl Teitt Office Phone: 410-545-8691 Email Address: kteitt@sha.state.md.us	
ТО Туре:	Time and Material	
Period of Performance:	Five (5) Years from Notice to Proceed (NTP)	
DBE Goal:	25%	
Small Business Reserve (SBR):	No	
Primary Place of Performance:	<ul> <li>SHA Headquarters,</li> <li>Office of Information Technology and</li> <li>Office of Planning and Preliminary Engineering</li> <li>707 N. Calvert St., Baltimore, MD 21202</li> <li>SHA Hanover Complex,</li> <li>Office of Traffic and Safety</li> <li>7491 Connelly Dr., Hanover, MD 21076</li> </ul>	
TO Pre-proposal Conference:	No Pre-Proposal Conference will be held	

# **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 scope issues, and for authorizing any changes to the TO Agreement.

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

#### **1.2 TO AGREEMENT**

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

#### 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal shall be submitted via e-mail, not to exceed 8 MB, as two (2) attachments in MS Word format (200& or greater). The "subject" line in the e-mail submission shall state the TORFP #J02B3400050. The first file shall be the TO Technical Proposal for this TORFP titled, "CATS+ TORFP #J02B3400050 Technical". The second file shall be the TO Financial proposal for this CATS+ TORFP titled, "CATS+ TORFP #J02B3400050 Financial". The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible: No forms shall be altered.

- Attachment 1 Price Proposal
- Attachment 2 DBE Forms D-1 MDOT DBE Form A and D-2 MDOT DBE Form B (Part 1-3)
- Attachment 4 Conflict of Interest and Disclosure Affidavit
- Attachment 5 Labor Category Personnel Resume Summary
- Attachment 11 Knowledge Skills and Abilities Traceability Matrix (Separate MS Excel File)
- Attachment 13 Certification Regarding Investments in Iran
- Attachment 14 Living Wage Affidavit of Agreement
- Certifications (if applicable)

**NOTE**: There is a file size limitation on inbound emails. Email shall be no more than eight (8) megabytes and cannot contain any executable extensions. Breaking proposals into multiple emails, if multiple emails are clearly marked as such (i.e., 1 of 3, 2 of 3, 3 of 3), is acceptable.

#### 1.4 ORAL PRESENTATIONS/INTERVIEWS

Neither oral presentations nor interviews will be held for this solicitation.

#### 1.5 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required DBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits it's TO Proposal. Failure of the Master Contractor to complete, sign, and submit all required DBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.

### **1.6 CONFLICT OF INTEREST**

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

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

#### 1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at the State Highway Administration, 707 N. Calvert Street, Baltimore, Maryland 20202 address located in the Office of Information Technology, 6<sup>th</sup> Floor, Mailstop C-605. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 6. Please contact the TO Manager of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TO Agreement. 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 7.

# 1.8 LIMITATION OF LIABILITY CEILING

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

#### 1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS+ TOs. This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 8 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.

#### 1.10 IRANIAN NON-INVESTMENT

All proposals shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 13 of this TORFP.

#### 1.11 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. Affidavit of Agreement submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 14 for a copy of the Living Wage Affidavit of Agreement.

#### 1.12 QUESTIONS

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

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

#### 1.13 CHANGE ORDERS

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

#### 1.14 TRAVEL REIMBURSEMENT

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

#### 1.15 TO PRE-PROPOSAL CONFERENCE

A Pre-proposal conference will not be held for this TORFP.

#### THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

# 2 - SCOPE OF WORK

#### 2.1 PURPOSE

The MDOT is issuing this CATS+ TORFP on behalf of SHA to obtain nine (9) highly qualified certified Database Administration resources to provide database administration services for the SHA Office of Information Technology (OIT), the Office of Traffic and Safety (OOTS), and for the Office of Planning and Preliminary Engineering (OPPE). As part of the evaluation of the proposal for this TO, Master Contractors will propose **exactly four (4) named resources** and will describe in a Staffing Plan how additional resources will be acquired to meet the needs of SHA. SHA expects four (4) resources to be available as of the NTP and SHA will initiate a work order to obtain an additional five (5) resources upon award of this TO.

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

- OIT Database Administrator Team Lead (one available as of NTP)
- OIT Database Administrator (five total planned, one available as of NTP)
- OOTS Database Administrator Team Lead (one available as of NTP)
- OOTS Database Administrator (one planned)
- OPPE Database Administrator (one available as of NTP)

These resources shall be responsible for the Oracle, Microsoft SQL Server and Geo Spatial database portfolio activities of our mission critical business applications throughout SHA. They shall also support other client/server and web-based systems as currently needed or in the future. The services provided through this Task Order will be critical to supporting SHA's 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. These resources shall function as staff augmentation to a project team that includes a business side user, project manager and business analyst to complete this work. They shall assist the project manager and the business analyst in the development of the necessary documentation but will not be solely responsible for that documentation. There may also be the opportunity for these resources to work, perform research, and attend meetings or other events directly related to State initiatives in locations other than the Headquarters or the Hanover complexes. The goals of this Task Order are to ensure that the SHA has the appropriate resources, skills and expertise to manage and enhance SHA's Database Portfolio's 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.

SHA intends to award this task order to one Master Contractor that proposes a team of individual resources and a Staffing Plan that can satisfy the Task Order requirements.

All additional resources will be requested through a Work Order process (See Section 2.23).

#### 2.2 SYSTEM BACKGROUND AND DESCRIPTION

The SHA (OIT) recognizes the importance and security of database systems and the effective Portfolio management to an organization that continues to experience higher demands for the storage, security and dissemination of transportation related data with a smaller workforce. The objective of this TORFP is to acquire a team of qualified resources with the skills and expertise to help manage and enhance SHA's database management portfolio and infrastructure consistent with industry best practices and standards.

The SHA has relied solely on Contractual Technical Services for many years for the operation, maintenance and support of SHA's database management portfolio. Currently, five (5) resources, including one lead DBA, provide Oracle and Microsoft SQL Server database administration services for SHA Headquarters, located at 707 North Calvert Street, Baltimore Maryland and two (2) resources, including one lead DBA, provide Oracle and Microsoft SQL Server database administration services for the Office of Traffic and Safety (OOTS), located at 7491 Connelley Drive, Hanover, Maryland and one (1) resource providing Oracle Geo Spatial database administration services for the Office of Planning and Preliminary Engineering (OPPE), Data Services Engineering Division (DSED), located at 707 North Calvert Street, Baltimore Maryland. These resources provide ongoing operations, maintenance and support to SHA's database portfolio which includes Mission Critical and Emergency Operations information and systems. SHA's database portfolio involves a number of programming languages and database technologies. These applications reside on Windows 2008 servers located within the MDOT Network with a majority of them having an Oracle 11g back end. SHA also supports the use of SQL Server and has adopted application development using Cloud Computing technologies provided by SalesForce.com using APEX programming languages which facilitates the need to implement and maintain data integration technologies through the use of Talend software.

The SHA maintains over forty facilities across the State and these resources work with the various business units within these facilities to ensure efficient and secure transmission of data between servers and end users. The SHA OIT recognizes that with the advent of client-server, web-based and Cloud Computing systems, these end-users expect near instantaneous response time; it is incumbent upon the OIT to assist our internal customers to work as efficiently as possible. Therefore, the OIT places high expectations upon our staff in terms of developing, maintaining and deploying well-engineered systems and providing expert resolution of problems. The growth of systems supported by OIT, coupled with the continued expectation that OIT staff will provide "first responder" services is driving the need for these resources. Task assignments may require the resources to meet and work one on one with all levels of employees (front-line worker, team leader, middle manager, senior manager, etc.) within the various business areas of SHA in the course of conducting work assignments. Therefore, the proposed resources shall possess excellent verbal and written communication skills. Since the OIT values a team approach to work efforts; the proposed resources for each assignment shall possess good people skills and be skilled in facilitating project team interactions. NOTE: The State may request resources to attend meetings or perform short term assignments at any location within the State of Maryland

The objective of this TORFP is to obtain nine (9) qualified resources, six (6) who shall work with OIT staff at their SHA Headquarters Complex, two (2) who shall work with the OOTS at the Hanover Complex and one (1) who shall work with DSED staff at their SHA Headquarters Complex. There is one lead DBA at the SHA Headquarters Complex as well as one lead DBA at the Hanover Complex.

Over the last couple of years, the SHA has been implementing Oracle's Maximum Availability Architecture (MAA) using Oracle 11g Real Application Clusters (RAC), Automated Storage Manager (ASM), Oracle Data Guard, Flashback Database, RMAN and Oracle Grid Control. SHA's progress to date in implementing MAA includes:

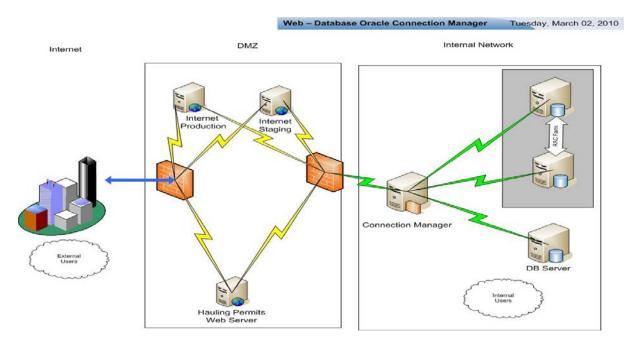
- Implemented Oracle RAC database running on Windows 64 Bit OS on Blade servers
- Utilized Oracle RAC to provide incrementally scalable growth and high availability to the system
- Optimizing use of Oracle technologies (ASM, RMAN, BCT, Flashback, etc) to simplify the software stack

- Moved away from a reliance on tapes as a first tier recovery mechanism
- Implementing the Oracle Automated Storage Manager (ASM) on 3PAR Storage

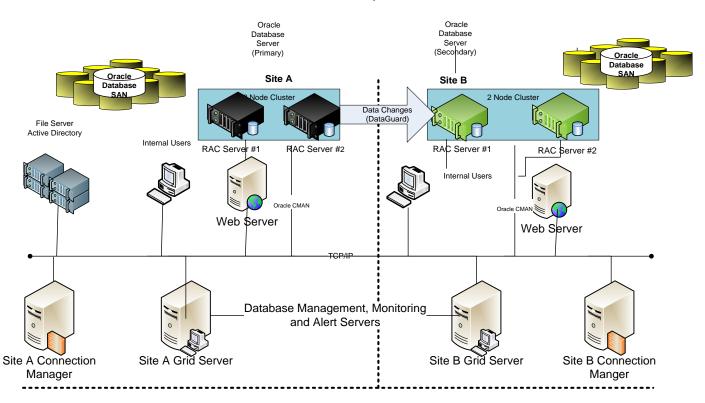
#### SHA's ORACLE RAC ADMINISTRATION

The SHA uses Oracle RAC to manage the majority of their database system portfolio. Oracle RAC is a shared database environment where multiple server nodes share DBMS instances, with shared concurrent access to disk. By using RAC, SHA is able to provide high availability, load balancing, failover capability and scalability to their database systems while eliminating single points of failure.

As part of its RAC configuration, SHA is implementing the Oracle ASM on 3PAR Storage Solution that provides a grid volume manager for single-instance and RAC-clustered databases. (RAC uses ASM underneath its architecture for its cluster volume management.) Logical unit numbers (LUNs), a logical storage allocation, are assigned by a storage administrator to ASM, which then forms a shared storage pool for database storage. ASM provides striping, mirroring (two-way and three-way) and enables DBAs to add storage from the pool to a database without downtime. To accommodate web based applications, SHA utilizes Oracle Connection Manager as the communication gateway for in-bound and out-bound data flow between the DMZ and corporate database servers. Oracle RAC and Connection Manager both provide a robust high availability solution to SHA web application infrastructure.



SHA's RAC configuration runs on a two node cluster server farm of HP Proliant BL460c G6 Blade Servers running 64 bit Windows 2008 SP 2 operating system connected to 3PAR storage. Communication between SHA's Oracle RAC two node database server cluster and their applications is via Oracle Connection Manager. By moving to a blade server environment, which uses clustering to maximize efficiency and introducing automatic workload management with Oracle RAC, SHA was able to create a robust IT environment. SHA manages their RAC configuration and database jobs via Oracle Grid Management Server while all data integration jobs are being managed within Talend. All SHA database environments are monitored 24x7 using grid servers. In the event a problem is detected, the on-call support person is notified by automated alerts for resolution.



SHA's Production Oracle RAC Database Server layout is shown below.

#### SHA'S GRID MANAGEMENT AND QUEST'S TOAD DBA SUITE ADMINISTRATION

The SHA utilizes Oracle Enterprise Manager (OEM) as their GRID management tool. Oracle Enterprise Manager provides a complete management solution in a single console providing the capability to track diagnostics for applications, including low-overhead monitoring and to view historical and real-time application performance. All database backup jobs, customized reports, data rollup scripts and or events are managed from OEM.

In addition to OEM, SHA also utilizes Quest's TOAD DBA Suite & Spotlight for RAC and SQL Server for performance diagnostics and tuning. Both tool sets provide the capability of building and managing PL/SQL packages, procedures, triggers and functions along with other database management functions such as editing database tables, views, indexes, constraints and users.

# SHA DATA GUARD ADMINISTRATION

The SHA utilizes Oracle's Data Guard as part of their Disaster Recovery architecture for synchronizing data, via Data Guard, between each of the RAC Clusters located at SHA's Headquarters and Hanover locations (see diagram above). The Data Guard setup is configured using the Maximum Availability mode in which Data is synchronously transmitted from the primary database to the standby database. Primary database changes are not committed until it has been confirmed the data has been written on the standby database. If the standby database becomes unavailable for any reason, the protection mode is temporarily lowered to maximum performance until the problem has been corrected. All Data changes are queued on the primary site, once connectivity is re-established, the standby database will automatically synchronize with the primary database and no data will be lost.

## SHA MICROSOFT SQL SERVER ADMINISTRATION

SHA utilizes Microsoft SQL Server to manage Microsoft Office SharePoint Server (MOSS) Intranet and Internet configurations and data. SHA's SQL Server resides on a VM Ware three node cluster server farm of HP G5 Servers running Windows 2008 SP 2 technology. SHA also uses Management Studio or Profiler to help monitor and identify blocking issues.

As a compliment to the Oracle RAC Cluster configuration, SHA also utilizes SQL Server Cluster configuration to manage part of their enterprise database system portfolio. The SQL Server Cluster is also a shared database environment where multiple server nodes share DBMS instances, with shared concurrent access to disk. By using a clustered environment, SHA is able to provide high availability, load balancing, failover capability and scalability to their database systems while eliminating single points of failure.

### SHA TALEND ADMINISTRATION

SHA's enterprise data integration needs have grown exponentially over the last several years as a result of supporting multiple development platforms and the need to incorporate disparate applications with legacy systems. As a result, SHA has adopted the use of Talend as their data integration tool to properly manage the flows of data across the various information systems. Talend also provides SHA the interoperability with their adopted Cloud Computing technology, Salesforce.com, by supporting data integration technology needs. SHA utilizes Talend for their ETL (Extract-Transform-Load), data loading, data migration and automated processing of database scripts and utilities across the administration for operational data integration projects.

### SHA GEO SPATIAL DATABASE ADMINISTRATION

Specifically under the direction of OPPE's DSED, SHA utilizes ESRI's ArcSDE (Spatial Database Engine) to support their enterprise GIS Geo Spatial database needs. Our current set up has ArcSDE running on HP Blade servers running Windows 2008 SP2 and Oracle 11G. Apart from the enterprise GIS applications Geo Spatial database are being used by various applications where it is important to show the data's locations spatially. It is also being used to maintain SHA's Asset Data Warehouse.

OPPE/DSED 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/DSED is responsible for maintaining the various databases of highway information.

#### 2.3 REQUESTING AGENCY BACKGROUND

The SHA is responsible for all interstates, U.S. and Maryland numbered routes excluding those in Baltimore City and toll facility maintained highways. The State system includes approximately 6,000 centerline miles, (16,064 lane miles) of highways and 2,400 bridges, connecting all regions of the state.

The SHA Business Plan is available online at: <u>www.roads.maryland.gov/oc/shabusinessetnl.pdf</u>

#### 2.4 ROLES AND RESPONSIBILITIES

The roles and responsibilities of this TO 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 TO Agreement 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 of proposed change orders, review 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 oversees TO Contractor 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.
- <u>MDOT Contract Management Office (CMO) –</u> The CMO is responsible for the management of the contract after award to include the approval of change orders, and substitution of personnel requests.

#### 2.5 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, shall be required to take the following four (4) MANDATORY TRAINING COURSES given to all SHA employees and onsite TO Contractors:

- ADA Awareness
- Diversity Awareness
- Sexual Harassment Awareness
- Workplace and Domestic Violence Awareness

This MANDATORY TRAINING shall be completed within thirty (30) days of the on-site TO Contractor resource's start date at the SHA facility (and/or project site) or within thirty (30) days from the course being available electronically online from SHA's internal network. Failure to complete this training within the thirty (30) day period shall be grounds for termination.

Each on-site TO Contractor resource shall certify that training is complete by printing the certificate of completion from each training course and submitting a copy to the TO Manager as

record of completion. The on-site TO Contractor resource should also forward a training certificate copy to the TO Contractor for contract management records.

The TO Contractor cannot bill the hours required for its resources to complete this MANDATORY TRAINING. The hours estimated to complete all four (4) training courses range from 6 to 8 hours and all courses are available on-line. There will be no cost for materials or the actual training courses.

### 2.6 **REQUIREMENTS**

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

All DBA's work in a pool setting. When a Service Request is submitted through SHA's Maximo Automated Help Desk Application, OPPE Service Request system or the OOTS IT Help Desk, that request is passed to the Database Administration Group via an automated work flow. Service levels are built into the application and are based on the user assigned impact, urgency and priority parameters defined within the system. The DBA who is assigned as the primary resource for the associated application takes ownership of the request and responds with appropriate action. If that primary DBA is not available to take ownership of the request, another DBA in the pool or group takes ownership and handles that request to completion. Knowledge transfer is used between DBA's to ensure that all Service Requests are handled as quickly as possible. To assist the DBA's they will be teamed up with at least a Project Manager or a Business Analyst. They will also have a Systems Architect, Enterprise Systems Administrator and a Team Lead to assist, guide and direct them in the completion of their daily tasks.

## 2.7 FUNCTIONAL/BUSINESS REQUIREMENTS

Functional requirements relate to what business processes must be provided or supported under the TO. For each of the below requirements, the TO Contractor resources shall:

<b>ID</b> #	Functional/Business Requirements			
2.7.1	General Responsibilities:			
	• TO Contractor personnel shall provide technical expertise and advice to SHA staff and management;			
	• TO Contractor personnel shall assist the Project Manager and/or Business Analyst in the preparation of documentation to describe new or changed processes;			
	• TO Contractor personnel shall respond to information requests that business users submit through SHA's Maximo Automated Help Desk Application, OPPE Service Request system or the OOTS IT Help Desk			
	• TO Contractor personnel shall respond to trouble reports or change requests (TR/CR Log) encountered by business users of the application software that are reported through SHA's Maximo Automated Help Desk Application, OPPE Service Request system or the OOTS IT Help Desk			
	TO Contractor personnel shall assist in research and recommendations on new technologies			
	• TO Contractor personnel shall assist in the development of Microsoft Software Storage Client (MSSC) objects used to implement and upgrade client software			
	• TO Contractor personnel shall assist in the preparation and implementation of disaster recovery plans for various systems.			
	• TO Contractor personnel shall create upgrade and migration schedules and plans			

	<ul> <li>that shall minimize the impact on production and mission critical systems.</li> <li>TO Contractor personnel shall attend organizational meetings with the project manager or business analyst</li> </ul>
2.7.2	<ul> <li>Server Configuration - TO Contractor personnel shall:</li> <li>Install database software and create the database</li> <li>Determine and set sizing parameters for database structures</li> <li>Create and manage temporary, permanent and undo table spaces</li> <li>Stripe data files across multiple physical/virtual devices and locations</li> <li>Configure the database environment to support optimal data access performance</li> <li>Create and manage database configuration files and table spaces</li> <li>Create and manage multiple network configuration files</li> <li>Configure the database instance to support shared server connections</li> <li>Set up network tracing</li> <li>Configure the network environment to allow connections to multiple databases</li> <li>Ensure servers are current with SQL Server, Oracle and/or Windows security updates</li> <li>Configure FTP, WSFTP and scripting to send and receive files</li> </ul>
2.7.3	<ul> <li>Database Security Administration - TO Contractor personnel shall: <ul> <li>Ensure servers are current with SQL Server, Oracle and Windows security updates</li> <li>Analyze and evaluate the security procedures required for specific mission-critical business systems as defined by MDOT/DOIT security standards/policies</li> <li>Document the various security procedures in place to provide system security. Provide access to this document only to authorized personnel.</li> <li>Define and Implement Security Policy</li> <li>Configure Database Fine Grained Auditing</li> <li>Use encryption toolkits to encrypt sensitive information.</li> <li>Configure RMAN encrypted backups.</li> <li>Set up Oracle Database, Listener &amp; Connection Manager Security</li> <li>Use Application Context for Authentication and Authorization</li> <li>LDAP and Active Directory Authentication using Enterprise User Security</li> <li>Monitor and manage Audit Trail</li> <li>Enforce security policies on database.</li> <li>Implement VPD (Virtual Private Database) and data masking strategies to hide sensitive data.</li> <li>Ensure Security Hardening at each level (OS/database/network)</li> <li>Check OS Event Logs, SQL Server Logs, Oracle Logs and Security Logs for unusual events</li> </ul> </li> </ul>
2.7.4	<ul> <li>Oracle Administration - TO Contractor personnel shall:         <ul> <li>Administer RAC by:</li> <li>Ensure servers and databases are current with Oracle and Windows security updates</li> <li>Install Cluster Ready Services</li> <li>Perform Cluster components backup on Primary &amp; Standby environments</li> <li>Install the Oracle Database 11g/12c RAC software</li> <li>Upgrade Oracle Cluster-ware and OCFS (Oracle Cluster File System)</li> </ul> </li> </ul>

0	Enable archiving to the flash recovery area
0	Implement ASM failure groups
0	Create and manage ASM instance
0	Create and manage ASM disk groups
0	Configure ASM for the shared disks and create a clustered database
0	Configure archiving
0	Configure Services with a primary instance and an available instance
0	Configure services in a RAC environment
0	Modify service attributes using Server Control Utility (SRVCTL)
0	Configure Transparent Application Failover and Listener Load Balancing
0	Configure Services to provide High availability to the applications
Admir	nister Data Guard by:
0	Create and utilize a physical standby database
0	Create and utilize a logical standby database
0	Set up log transport services for various levels or protection
0	Configure the network environment to allow communication between the
	standby database and the primary database
0	Open the physical standby database in a "ready-only" state
0	Perform a switchover operation and a failover operation
0	Implement Data Guard using Grid Data Guard Manager and DGMGRL
	(Data Guard command-line interface)
0	Configure archive log deletion policy for the data guard configuration
0	Configure the data guard environment to reduce overheads of fast
	incremental backups on the primary database
• Admir	nister Enterprise Manager Grid Control by:
0	Install the Enterprise Manager Grid Control software
0	Configure the Enterprise Manager repository
0	Create Enterprise Manager Grid Control users
0	Use Enterprise Manager to modify a database configuration
0	Configure Enterprise Manager to modify a database availability
0	Create and manage jobs
0	Create and monitor alerts and notifications
0	Implement Grid Control and Database Control
0	Create Scheduler jobs and schedules
0	Configure Alerts for OS, Database, Apps, Application Servers
0	Install the Enterprise Manager Grid Control infrastructure
0	Deploy and configure Enterprise Manager Grid Control agents
0	Configure Grid Agent for Oracle, SQL Server, Windows, etc. for unique
	centralized monitoring
• Manag	ge Database Availability and Recovery
0	Create a recovery catalog database
0	Configure Recovery Manager
0	Use Recovery Manager to perform database backups
0	Use Recover Manager to perform complete database restore and recovery
	operations
0	Set Flashback Database parameters
0	Monitor Flashback Database logs and statistics
0	Perform a Flashback Database operation
0	Configure a flash recovery area
0	

	•	Administer Data Management
		• Implement fine-grained auditing
		• Create a secure application role
		• Grant specific privileges for a Flashback Query
		• Set parameters for retaining undo
		<ul> <li>Implement fine-grained access control</li> </ul>
		• Create and manage contexts
		• Use SQL*Loader
		• Implement transportable table spaces between homogeneous and
		heterogeneous systems (using different methods of moving files)
		• Choose the appropriate partition method (range, hash, list, and composite),
		and partition key
		• Choose appropriate indexing methods (local, global, prefixed, and non-
		prefixed)
		<ul> <li>Perform partition maintenance operations</li> </ul>
		<ul> <li>Maintain indexes on a partitioned table</li> </ul>
		• Create and manage LOB segments
		• Apply parallelism appropriately and tune memory for parallel operations
		• Set parallel parameters
		<ul> <li>Configure and set up Oracle ASM</li> </ul>
	•	Administer Performance Management
		• Monitor database performance and make modifications and adjustments to
		database architecture, storage methods and management system software
		to fine-tune the database for optimum response time
		<ul> <li>Use Database Replay to test system workload</li> </ul>
		<ul> <li>Install Statspack</li> </ul>
		• Adjust the default interval for statistics collection
		• Use Automatic Database Diagnostic Monitor (ADDM) to analyze statistics
		and to identify performance bottlenecks
		• Implement automatic shared memory management
		• Tune memory using manual memory management
		• Monitor and tune SGA areas that are not automatically tuned
		• Implement automatic SQL execution memory management
		• Tune the Program Global Area (PGA) using work area size parameters
		• Create a Database Resource Manager plan with directives (active session
		count, max execution time)
		<ul> <li>Create and configure consumer group mappings</li> <li>Create and manage objects to accommodate different data access methods</li> </ul>
		• Create and manage objects to accommodate different data access methods (schema tuning)
		<ul> <li>Use the SQL Tuning Advisor</li> </ul>
		<ul> <li>Ose the SQL Access Advisor</li> </ul>
		<ul> <li>Gather Optimizer statistics</li> </ul>
		<ul> <li>Interpret execution plan</li> </ul>
		<ul> <li>Use SQL tuning tools and features</li> </ul>
2.7.1.5	Micro	soft SQL Server Administration - TO Contractor personnel shall:
	•	Ensure servers and databases are current with SQL Server patches and security
		updates.
	•	Administer SQL Server and SQL Clustering

	Configure and monitor backups; restoration of databases
	• Set up Alerts for Backup jobs
	• Verify that all scheduled jobs are running successfully
	• Create and administer new databases and manage database users, roles and
	security
	Monitor data and transaction log file growth
	• Resolve user issues and coordination with application vendors
	<ul> <li>Monitor OS Event Logs, SQL Server Logs, and Security Logs for unusual events</li> </ul>
	<ul> <li>Create test SQL environment</li> </ul>
	<ul> <li>Install, Configure &amp; Upgrade SQL Server</li> </ul>
	Install SQL Server Service Packs (exp. SP2 and SP3)
	• Monitor the disk space, memory configuration and server performance using
	System Monitor, Profiler, DMVs (Dynamic Management Views), or the SQL
	Server 2008/2010 Performance tuning advisor
	• Use Management Studio or Profiler to help monitor and identify blocking issues
	Create SQL Server alerts for notification of potential problems
	• Monitoring MDF (Master Data File) and LDF (Log Data File )file growth and
	adjust if required
	Configuring database Jobs
	Set up and configure SQL Server Reporting Services
2.5.4	
2.7.6	TALEND Administration - TO Contractor personnel shall:
	• Install, configure and setup of TALEND Enterprise Data Integration server
	• Install, configure and setup of TALEND Enterprise Data Integration Failover
	server
	Establish Project Categorization
	Establish TALEND Project
	Establish TALEND Job Design
	<ul> <li>Establish TALEND Metadata to be used / captured</li> </ul>
	Set up SVN (Server Virtual Name) Repository Configuration
	Configure LDAP settings
	Set up and configure SVN Backup procedures
	• Set up, configure and create data integration projects and jobs
	• Schedule data integration projects and jobs in TALEND scheduler
2.7.7	GEO Spatial Database Administration - TO Contractor personnel shall:
	Install, configure and setup of ArcSDE GEO Spatial Database software
	Apply ArcSDE patches
	Create ArcSDE instances
	• Configure External Procedure to ensure that SQL Functions of ST_Geometry and
	ST_Raster work with full functionality.
	• Configure backup of SDE users using the SDE Backup Utility.
2.7.8	Database Monitoring Tool Administration - TO Contractor personnel shall:
	• Configure and use Spotlight tool to monitor the databases and TOAD, SQL
	developer for advanced coding
	• Provide data modeling using tools ERWIN and TOAD Data Modeler

	<ul> <li>Conduct load testing using tools like Swing Bench and TOAD Bench Mark Factory</li> <li>Configure and use Oracle Total Recall and Oracle System Monitoring Plug-in for Microsoft SQL Server to enable history tracking and compliance auditing</li> </ul>
2.7.9	<ul> <li>New Technologies Investigation - TO Contractor personnel shall:         <ul> <li>Research, lab test, document and make recommendations to the TO Manager on a variety of new database related technologies that could be implemented and provide recommendations about the migration and upgrade paths for various systems.</li> <li>Coordinate the installation and implementation of database management system software and related software tools with contractors, other data processing staff and system users.</li> <li>Develop and implement new database management policies, procedures and standards</li> </ul> </li> </ul>

# 2.8 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

Non-functional, non-technical requirements may include any requirements not related to IT system makeup or business processes. Examples are personnel tasks, SDLC documentation, required meetings, etc. For each of the below requirements, the TO Contractor resources shall:

ID #	Non-Functional, Non-Technical Requirements		
2.8.1	TO Contractor personnel shall be responsible for knowledge transfer, occurring on the reassignment of a project resource from one task/project to another (either permanent or temporary transfer)		
2.8.2	TO Contractor personnel shall complete SHA-mandated core training prior to arrival to assigned SHA facilities.		
2.8.3	TO Contractor personnel shall participate in annual performance evaluations		
2.8.4	TO Contractor personnel shall participate in meetings as a technical resource, as required		
2.8.5	TO Contractor personnel shall support annual SHA initiatives involving technology of applications, such as the annual SHA online employee survey		
2.8.6	TO Contractor personnel shall be responsible for reviewing technical writer's documentation for correctness		
2.8.7	TO Contractor personnel shall provide On call support during non- business hours		
2.8.8	TO Contractor personnel shall respond to Service tickets from the developers and application users for issues concerning the database.		
2.8.9	TO Contractor personnel shall perform quarterly/bi-annual/annual tasks associated with maintenance projects		

2.8.10	TO Contractor personnel shall perform product assessment of new technology
2.8.11	TO Contractor personnel shall attend technology or skill training, as required
2.8.12	TO Contractor personnel shall enter information into OIT's portfolio management software (Innotas) including status updates and time spent on projects.

#### 2.9 BACKUP/DISASTER RECOVERY

The SHA utilizes Sync Sort's Business Day Backup device and Backup Express for all corporate data which is managed by SHA's Network Support Section. As part of this Task Order, TO Contractor personnel shall be responsible for using their knowledge for backup and recovery and apply all the best practices and various strategies and procedures involved in protecting the database portfolio against data loss and reconstructing the database portfolio after any kind of data loss, in case it occurs. They shall also be responsible for configuring the database for incremental backups and the database recovery procedures once the SHA Network Support Team provides the backup restore file from the Sync Sort Business Day Backup device.

The following procedures for backups shall be used in conjunction with the Sync Sort Business Day Backup procedures.

- 1. Logical & physical backups are run on the database production servers. Backups are scheduled to run from Monday through Friday.
- 2. Logical backups are exports of schema objects. Physical backups consist of two types, Hot (Online) and Cold (Offline) on demand backups. Physical backups contain physical database files.
- Logical backups (exports)
   Logical backups are exports of schema objects.Export dumps are created on the server.
   SHA keeps export files for 3 days for most of the databases and a scheduled job deletes old files automatically.
- 4. Physical backups

There are two types of physical backups, Hot backup & Cold backups. This backup consists of data from your database that can be used to reconstruct that data in case of a failure.

- 5. Hot backups (Scheduled Monday- Friday Evenings) For Hot backup, SHA uses incremental backups via Sync Sort's Business Day Backup. The goal of this incremental backup is to back up only those data blocks that have changed since a previous backup thus reducing total backup/recovery time and reduce to storage overhead. When the backup job runs for the first time it will take a full base backup and the 2nd time a Level 1 backup of all the changes since the previous backup (or incremental updates). From that point forward, only changed blocks to Level 1 are backed up. All the backup files are copied to SANS storage device which is easily transferable to any node.
- 6. The operation mentioned above will be performed first and then the backup folders are moved to Net-appliance Box.

7. Cold backups (On Demand)

This backup is performed by shutting down the database and copying the data files to the disk. During the operation the database is unavailable for the users. After copying the files, the database will restart.

- 8. All configuration files are backed up to media for offline storage for disaster recovery purposes.
- 9. Every Weekday night, when the network backup job starts, cumulative backup drives are backed up. i.e. complete drive on day 1 and only changed blocks on day 2 forwards.

#### 2.10 HARDWARE, SOFTWARE, AND MATERIALS

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

#### 2.11 WORK HOURS

- A. The TO Contractor's assigned personnel shall generally work an eight-hour day (hours to be approved by the TO Manager), Monday through Friday except for State holidays (including but not limited to Service Reduction Days or mandatory State Furlough Days). Once assigned, and personnel have demonstrated an understanding of the SHA infrastructure, they may also be required to participate in a rotating emergency on-call schedule, providing non-business hours support.
- B. In addition to "A" above, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- C. In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the TO Contractor personnel will be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Master Contractor will be notified in writing by the TO Project Manager of these details. In addition to the Service Reduction Days and Furlough Days, the TO Contractor may also be requested to restrict the number of hours the TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

#### 2.12 PERFORMANCE EVALUATION

TO Contractor personnel will be formally evaluated by the TO Manager annually for assignments performed during that period. The established performance evaluation and standards are included as Attachment 9. 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.

#### 2.13 PERFORMANCE PROBLEM MITIGATION

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

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

# 2.14 SUBSTITUTION OF PERSONNEL

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

# 2.15 PREMISES AND OPERATIONAL SECURITY

- Within sixty (60) days of Notice to Proceed, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO Agreement shall be required to submit background check certification to MDOT from recognized Law Enforcement Agencies, including the FBI. see attachment 12. TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor. MDOT reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDOT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MDOT reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- Further, TO Contractor employees and subcontractors may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while in secured premises.
- TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- TO Contractor shall require its employees and subcontractors to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the TO Agreement.
- The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting TO Agreement.
- TO Contractor shall remove any employee and subcontractors from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said employee or subcontracting employee has not adhered to the security requirements specified herein.
- Resources proposed to perform services for Maryland Aviation Administration shall be capable of qualifying for and obtaining a BWI Airport Security badge to include US

Customs Seal and Transportation Identifications. Resources proposed to perform services for MDOT Port Administration (MPA) shall comply with all MPA security requirements.

• The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

#### 2.16 DELIVERABLES

#### 2.16.1 DELIVERABLE SUBMISSION PROCESS

For each written deliverable the TO Contractor shall submit to the TO Manager one electronic copy compatible with Microsoft Office 2007.

A written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

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

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

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.16.2.1	Deliverable A – Weekly Status	TO Contractor personnel shall	Receipt by close of business
	Reports (See Attachment 10 for	provide a weekly status report	Friday following the previous
	Template.)	in MS Word document that	week.
		shall document:	
		Activities completed	
		Activities in progress	
		• Next week's planned	
		activities	
		• Activities on hold/issues	
		Activities requiring	
		overtime	
		Action Items	
2.16.2.2	Deliverable B – Monthly Invoices	Contains content defined in	Receipt by the 10th day of each
		Section 2.21 and accurately	month with specified content.
		reflects time worked.	
2.16.2.3	Deliverable C – Monthly DBE	Completed forms for D-5 and	Receipt of Attachment 2 – Form
	Reports	D-6 from Attachments in	D-5 by the 10 <sup>th</sup> day of each
		TORFP.	month with specified content
			and submitted with the monthly
			invoice. Receipt of Attachment
			2 – Form D-6 by the 10th day
			of each month with specified
			content and submitted directly
			by the Sub-contractor.

#### 2.16.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

2.16.2.4	Ancillary Application Deliverables	Deliverables reviewed,	As required.
		accurate, complete, functioning,	
		tested and approved by business	
		area.	

#### 2.17 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 shall 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 subcontractors are to follow a consistent methodology for all TO activities.

#### 2.18 OFFEROR'S MIMIMUM QUALIFICATIONS

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

- 5 years of demonstrated experience providing Oracle and Microsoft SQL Server support services to Maryland State Agencies
- 3 years of demonstrated experience providing Staffing Plans

#### 2.19 OFFEROR'S MINIMUM PERSONNEL QUALIFICATIONS

The Offeror shall propose <u>exactly</u> 4 personnel for this TORFP that meet minimum qualifications. TO Contractors shall complete Attachment 11 - Knowledge Skills and Abilities Traceability Matrix for Proposed Resources (separate file in MS Excel) and submit with TO Proposal. TO Contractor personnel proposed under this TORFP shall each have at least **eight (8) years of database administration experience**.

For the 4 personnel proposed under this TORFP, the Offeror's proposed resources must meet all minimum qualifications for the labor category proposed, as identified in the CATS+ Master Contract Section 2.10 plus the following minimum qualifications.

#### General Qualifications for all resources:

- 4 years of experience deploying software installations and upgrades for Oracle 11g on a Windows OS environment,
- 4 years of experience creating scripts for backing up data

- 4 years of experience deploying applications that utilize Oracle Connection Manager,
- 4 years of experience configuring OEM tools and Oracle Grid Management Server
- 4 years of experience creating database backups and recovery
- 3 years of experience configuring RMAN for database backup and repository maintenance
- 3 years of experience configuring SMTP

## OIT Database Administrator Team Lead: (Propose One)

- Oracle Certified Professional (OCP)
- 5 years of experience managing a team of DBA staff
- 4 years of experience deploying and configuring Oracle Data Guard on Windows OS,
- 4 years of experience deploying and configuring Oracle RAC version 11g on Windows OS
- 3 years of experience configuring Quest TOAD DBA SUITE for Oracle
- 3 years of experience configuring Quest SPOTLIGHT ON ORACLE RAC
- 2 years of experience configuring data integration scripts with TALEND Data Integration Software
- 2 years of experience deploying and configuring Microsoft SQL Server 2008
- 1 year of experience deploying and configuring SQL Server Reporting Services (SSRS)

### OIT Database Administrator: (Propose One)

- Oracle Certified Professional (OCP)
- 4 years of experience deploying and configuring Oracle Data Guard on Windows OS,
- 4 years of experience deploying and configuring Oracle RAC version 11g on Windows OS
- 3 years of experience configuring Quest TOAD DBA SUITE for Oracle
- 3 years of experience configuring Quest SPOTLIGHT ON ORACLE RAC
- 2 years of experience configuring data integration scripts with TALEND
- 2 years of experience deploying and configuring Microsoft SQL Server 2008
- 1 year of experience deploying and configuring SQL Server Reporting Services (SSRS)

# OOTS Database Administrator Team Lead: (Propose One)

- Oracle Certified Professional (OCP)
- 5 years of experience managing other DBA staff
- 4 years of experience deploying and configuring Oracle Data Guard on Windows OS,
- 2 years of experience deploying and configuring Oracle RAC version 11g on Windows OS
- 1 year of experience configuring data integration scripts with TALEND

# **OPPE Database Administrator: (Propose One)**

• 3 years of experience deploying and configuring ESRI products (ArcSDE 9.3.1 and higher)

#### 2.20 OFFEROR'S PERSONNEL OTHER REQUIREMENTS

In addition to the minimum qualifications specified in Section 2.19 above for the general requirements and specific requirements, additional evaluation points would be awarded to those Offeror's who propose candidates that satisfy the following preferred secondary requirements:

- Windows Server 2012
- MS SQL Server 2012 for Windows OS
- Oracle 12c for Windows OS
- 4 years of experience analyzing and creating database tuning and capacity planning

- 3 years of experience configuring database partitioning
- 3 years of experience creating entity relationship diagrams and data dictionaries utilizing ERWIN
- 3 years of experience assigning user accounts to the database with Active Directory
- 2 years of experience creating XML scripts

The following qualifications are for future resources to be provided as part of Work Orders issued after TO award.

#### OIT Database Administrator:

• For personnel provided after TO award in this position, personnel must meet the minimum general qualification qualifications and the minimum qualifications for the position described in Section 2.19 above.

#### **OOTS Database Administrator**

- For personnel provided after TO award in this position, personnel must meet the minimum general qualification qualifications described in Section 2.19 above and the following minimum qualifications:
  - Oracle Certified Professional (OCP)
  - 4 years of experience deploying and configuring Oracle Data Guard on Windows OS,
  - 2 years of experience deploying and configuring Oracle RAC version 11g on Windows OS
  - 1 year of experience configuring data integration scripts with TALEND

#### 2.21 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ 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 shall be billed based on actual time worked at the approved Task Order labor rate.

The TO Contractor shall submit monthly invoices for SHA approval and payment that coincide with the submission of the progress reports on or before the 10th 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 contractor required to resubmit the entire package. Any documentation received after the 10th day of any month will be late. If the 10th 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 10th of each month.

#### 2.22 INVOICE SUBMISSION PROCEDURE

- A. A proper invoice shall identify SHA, labor category, associated TO Agreement 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 the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work) to:
  - 1. E-Mail: <u>sha-oit-invoices@sha.state.md.us</u> for OIT assigned resources
  - 2. E-Mail: Loui Stratakos: <u>lstratakos@sha.state.md.us</u> for OOTS assigned resources
  - 3. E-Mail: Alan Lijewski: <u>alijewski@sha.state.md.us</u> for OPPE assigned resources
  - 4. The Task Order Project Manager's name must 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 TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

#### 2.23 WORK ORDER PROCESS

- A. Services for additional resources shall be provided via a Work Order process and in accordance with pre-approved Labor Categories with fully loaded rates proposed in Attachment 1.
- B. The TO Manager shall e-mail a Work Order Request (See Attachment 15) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
  - a. Technical requirements and description of the service or resources needed
  - b. Performance objectives and/or deliverables, as applicable
  - c. Due date and time for submitting a response to the request
  - d. Required place(s) where work must be performed
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
  - a. A response that details the TO Contractor's understanding of the work;
  - b. A price to complete the Work Order Request using the format provided in Attachment 15.
  - c. A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
  - d. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
  - e. State-furnished information, work site, and/or access to equipment, facilities, or personnel

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

#### 2.24 DBE PARTICIPATION REPORTS

Monthly reporting of DBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 10<sup>th</sup> day of each month. The TO Contractor shall provide a completed DBE Participation form (Attachment 2, Form D-5) to SHA at the same time the invoice copy is sent. The TO Contractor shall ensure that each DBE Subcontractor provides a completed DBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to SHA. SHA will monitor both the TO Contractor's efforts to achieve the DBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the DBE directly to the TO Manager.

#### THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

# 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

#### 3.1 **REQUIRED RESPONSE**

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

#### 3.2 FORMAT

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

#### 3.2.1 TO 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 resources capabilities and experience to address the requirements outlined in Section 2.
  - 2. Proposed Solution: A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include a comprehensive schedule of tasks and estimated times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel
  - 3. Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- B. Proposed Personnel and Staffing Plan
  - 1. Provide a resume for each of the four proposed personnel. The resume should show prominently the proposed person's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 Scope of Work.
    - a. Include the following for each engagement:
      - i. Name
      - ii. Company / Organization
      - iii. Job Title
      - iv. Start and end dates (MM/YY format)
      - v. Location (Optional)
      - vi. Work Description
    - b. Any other experience

- c. Education / training starting with the latest degree / certification
- 2. Identify and provide Attachment 5 Labor Category Personnel Resume Summary for all proposed personnel by labor category. Master Contractors shall propose **exactly four resources** as identified in Section 2.19. The summaries shall include the dates from and to (in MM/YY format) which must equal or exceed each identified mandatory time requirement. It shall also demonstrate prominently the minimum required qualifications as specified in Section 2.19.
- 3. Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- 4. Complete and provide Attachment 11 Knowledge Skills and Abilities Traceability Matrix for Proposed Resources. TO Contractor shall include the dates from and to showing an amount of time that equals or exceeds mandatory and optional time requirement for each item listed (in Section 2.19 and 2.20 respectively) that can also be verified from Attachment 5. If the proposed personnel does not meet the requirement or have the specified experience, you shall specify the word "NONE" across from the description. All items shall be addressed with a response or the word "NONE". If an item is not addressed properly, the proposed personnel will be disqualified from further consideration.
- 5. Provide a Staffing Plan that contains the following:
  - a. Planned team composition by role (**Only provide names and resumes as** identified in 3.2.1.B.2. All other team composition shall be described by role only.).
  - b. Supporting descriptions for all labor categories in response to this TORFP
  - c. Process of locating and bringing on board resources that meet the needs of Section 2 Scope of Work, including proposed lead time for locating qualified resources.
  - d. Substitution procedures for replacing resources
- C. DBE Participation Submit completed DBE documents Attachment 2 - Forms D-1 and D-2.
- D. Subcontractors

Identify all proposed subcontractors, including DBEs, and their roles in the performance of Section 2 - Scope of Work.

- E. Master Contractor and Subcontractor Resources Experience and Capabilities
  - Provide up to three (3) examples of projects or contracts the Master Contractor or subcontractor resources 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, e-mail address, title, and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
    - c. Services provided as they relate to Section 2 Scope of Work.

- d. Start and end dates for each example project or contract (MM/YY to MM/YY). 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, e-mail address, title, and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
  - c. Services provided as they relate to Section 2 Scope of Work.
  - d. Start and end dates for each example project or contract (MM/YY to MM/YY). 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 E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F. Professional Development Plan

Provide plan on how Master Contractor shall ensure continued Professional Development as defined in Section 2.5 for on-site contractor proposed personnel.

- G. State Assistance Provide an estimate of expectation concerning participation by State personnel.
- H. Confidentiality

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

- A. A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B. Attachment 1 Completed Price Proposal with all rates fully loaded. Proposed rates are not to exceed the rates defined in the Master Contract. Rates shall be valid for 120 days.

# **3 – TASK ORDER AWARD PROCESS**

#### 3.1 OVERVIEW

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

#### 3.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- Personnel experience as listed in Section 3.2.1.B.1, 3.2.1.B.2, 3.2.1.B.4, and 3.2.1.B.5.
- The Master Contractor and Subcontractor Resources Experience and Capabilities as specified in Section 3.2.E.
- The Master Contractor's understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.
- Professional Development Plan as specified in Section 3.2.1.F.

#### 3.3 SELECTION PROCEDURES

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.19 and Section 2.18 and quality of responses to Section 3.2 of the TORFP. Master Contractor proposed resources that fail to meet minimum qualifications will be deemed not reasonably selectable for award, i.e., disqualified from further consideration. Master Contractors whose resources are deemed technically qualified will be ranked against each other. This ranking will be broken down into three (3) categories, "Best Qualified", "Well Qualified", and "Minimally Qualified". 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. Qualified TO Proposals whose resource(s) were deemed technically qualified will have their TO financial proposal considered and their financial responses will be reviewed and ranked from lowest to highest price proposed.
- C. The most advantageous TO Proposal offer considering both technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

#### 3.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

# ATTACHMENT 1 –PRICE PROPOSAL PRICE PROPOSAL FOR CATS+ TORFP #J02B3400050

Resources 1-4 shall be available to start at TO award. Additional resources shall be obtained after TO award through a work order process. Financial evaluation will be based on a 1968 hours per year basis per labor category proposed and an overall financial impact. Master Contractors shall propose one or more CATS+ Labor Categories to support Future Additional Resources for this TORFP.

For evaluation purposes, allocate exactly the number of hours specified for future additional resources in each TO Term. Future additional resources must be assigned a CATS+ Labor Category but the Master Contractor is not required to specify which labor category until the time of the Work Order. Therefore, Master Contractors should include as part of future additional resources any CATS+ Labor Category that might reasonably be utilized to fulfill the scope of this TORFP not to exceed the total number of hours for all the additional resources.

	Α	В	С
CATS+ Labor Categories	Hourly Labor Rate	Total Class Hours	Total Proposed CATS+ TORFP Price
		Estimated *Hours adjusted	
		based on State	
(SHA Database Portfolio Management. Master		Holidays and State	
Contractor to insert Proposed labor categories for this		mandated service	
TORFP)		reduction days.	
		reduction duys.	
<b>TO Term #1 - NTP plus 12 months</b> Resource #1 – OIT Database Administrator Team Lead			
(Resource Name / CATS+ Labor Category)	\$	1968	¢
Resource #2 – OIT Database Administrator (Resource	<b>Ф</b>	1908	\$
Name / CATS+ Labor Category)	\$	1968	\$
Resource #3 – OOTS Database Administrator Team Lead	Ψ	1700	Ψ
(Resource Name / CATS+ Labor Category)	\$	1968	\$
Resource #4 – OPPE Database Administrator (Resource	- <del>-</del>		т <u> </u>
Name / CATS+ Labor Category)	\$	1968	\$
Future Additional Resources to be added through a			
Work Order - Guaranteed only for 5 additional (OIT			
Database Administrator & OPPE Database			
Administrator). Allocate exactly 9840 hours among the			
CAT+ labor categories.			
(Insert CATS+ Labor Category)	\$	9840	\$
<insert additional="" as<="" categories="" cats+="" labor="" td=""><td></td><td></td><td></td></insert>			
desired to support this task order>			
**		Total Price Term	
		1	\$
TO Term #2 – End of Term #1 plus 12 months	•	•	•
Resource #1 – OIT Database Administrator Team Lead			
(Resource Name / CATS+ Labor Category)	\$	1968	\$
Resource #2 – OIT Database Administrator (Resource			
Name / CATS+ Labor Category)	\$	1968	\$
Resource #3 – OOTS Database Administrator Team Lead			
(Resource Name / CATS+ Labor Category)	\$	1968	\$

Descurse #4 ODDE Detabase Administrator (Descurse	1	1	1
Resource #4 – OPPE Database Administrator (Resource Name / CATS+ Labor Category)	\$	1968	\$
Future Additional Resources to be added through a	φ	1900	φ
Work Order - Guaranteed only for 5 additional (OIT			
Database Administrator & OPPE Database			
Administrator). Allocate exactly 9840 hours among the			
CAT+ labor categories.			
(Insert CATS+ Labor Category)	\$	9840	\$
<pre>(insert entris + Labor Category) </pre>	Ψ	7040	Ψ
desired to support this task order>			
		Total Price Term	
		2	\$
		4	ψ
TO Term #3 - End of Term #2 plus 12 months	T	T	1
Resource #1 – OIT Database Administrator Team Lead	ф.	10.00	ф.
(Resource Name / CATS+ Labor Category)	\$	1968	\$
Resource #2 – OIT Database Administrator (Resource	¢	1968	¢
Name / CATS+ Labor Category) Resource #3 – OOTS Database Administrator Team Lead	\$	1908	\$
(Resource Name / CATS+ Labor Category)	\$	1968	\$
Resource #4 – OPPE Database Administrator (Resource	φ	1900	φ
Name / CATS+ Labor Category)	\$	1968	\$
Future Additional Resources to be added through a	Ψ	1900	Ψ
Work Order - Guaranteed only for 5 additional (OIT			
Database Administrator & OPPE Database			
Administrator). Allocate exactly 9840 hours among the			
CAT+ labor categories.			
(Insert CATS+ Labor Category)	\$	9840	\$
<pre><insert <="" category)="" eabor="" extist="" pre=""></insert></pre>	Ψ		ψ
desired to support this task order>			
destred to support this task order >		Total Price Term	
		3	\$
		_	φ
TO Term #4 - End of T	erm #3 plus 1	2 months	
Resource #1 – OIT Database Administrator Team Lead	¢	10.00	¢
(Resource Name / CATS+ Labor Category)	\$	1968	\$
Resource #2 – OIT Database Administrator (Resource	¢	1079	¢
Name / CATS+ Labor Category) Resource #3 – OOTS Database Administrator Team Lead	\$	1968	\$
(Resource Name / CATS+ Labor Category)	\$	1968	\$
Resource #4 – OPPE Database Administrator (Resource	φ	1700	φ
Name / CATS+ Labor Category)	\$	1968	\$
Future Additional Resources to be added through a	Ψ	1900	Ψ
Work Order - Guaranteed only for 5 additional (OIT			
Database Administrator & OPPE Database			
Administrator). Allocate exactly 9840 hours among the			
CAT+ labor categories.			
(Insert CATS+ Labor Category)	\$	9840	\$
<insert additional="" as<="" categories="" cats+="" labor="" td=""><td>Ψ</td><td></td><td>Ψ</td></insert>	Ψ		Ψ
desired to support this task order>			
uesireu io suppori iius iusk oruer >		Total Price Term	
			¢
		•	\$
TO Term #5 - End of T	erm #4 plus 1	2 months	
Resource #1 – OIT Database Administrator Team Lead	<b>•</b>	10.00	<b>•</b>
(Resource Name / CATS+ Labor Category)	\$	1968	\$
Resource #2 – OIT Database Administrator (Resource	¢	1069	¢
Name / CATS+ Labor Category)	\$	1968	\$

\$ 1968	\$
\$ 1968	\$
\$ 9840	\$
Total Price Term	
5	\$
Total Evaluated Price	\$
\$ \$ \$	\$ 1968 \$ 9840 \$ 9840 <b>Total Price Term</b> 5

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates must be fully loaded to include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement. The total hours listed above are to be considered as estimates only and not to be construed as a guaranteed billable hours. Actual hours will be compensated at the total number of hours performed. All pricing shall be valid for 120 days.

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

# ATTACHMENT 2 – DISADVANTAGED BUSINESS ENTERPRISE FORMS

# TO CONTRACTOR DISADVANTAGED BUSINESS ENTERPRISE REPORTING REQUIREMENTS

#### **CATS+ TORFP #J02B3400050**

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

- As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the DBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's DBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid DBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid DBE Invoice Report) are attached for your use and convenience.
- 2. The TO Contractor must complete a separate Form D-5 for each DBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 10<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 10<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any DBE payment activity for the reporting month.
- 3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
- 4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 10<sup>th</sup> of each month, regardless of whether there was any DBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new DBE subcontractor is utilized. Failure to comply with the DBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

#### ATTACHMENT 2, D-1 MDOT DBE FORM A

#### Federally-Funded Contracts Certified DBE Utilization and Fair Solicitation Affidavit

Page 1 of 2 (submit with bid or offer)

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

In connection with the bid/proposal submitted in response to Solicitation No.J02B3400050, I affirm the following:

1.	<b>DBE</b> Participation	(PLEASE	CHECK	ONLY	ONE)
----	--------------------------	---------	-------	------	------

I have met the overall certified Disadvantaged Business Enterprise (DBE) participation goal of percent (%). I agree that this percentage of the total dollar amount of the Contract for the DBE goal will be performed by certified DBE firms as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts).

#### <u>OR</u>

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

#### 2. Additional DBE Documentation

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

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

#### MDOT DBE FORM A FEDERALLY-FUNDED CONTRACTS CERTIFIED DBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT PAGE 2 OF 2

#### **3.** Information Provided to DBE firms

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

#### 4. **Products and Services Provided by DBE firms**

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

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

#### SUBMIT THIS AFFIDAVIT WITH MASTER CONTRACT PROPOSAL

#### ATTACHMENT 2, D-2 MDOT DBE FORM B

#### DBE Participation Schedule PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE

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

#### PAGE 1 OF 2

#### \*\*\* STOP \*\*\*

#### FORM INSTRUCTIONS PLEASE READ BEFORE COMPLETING THIS FORM

- 1. Please refer to the Maryland Department of Transportation (MDOT) DBE Directory at <u>www.mdot.state.md.us</u> to determine if a firm is certified for the appropriate North American Industry Classification System ("NAICS") Code <u>and</u> the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit <u>www.naics.com</u>. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the DBE participation goal.
- 2. In order to be counted for purposes of achieving the DBE participation goal, the firm `must be certified for that specific NAICS ("DBE" for Federally-funded projects designation after NAICS Code). WARNING: If the firm's NAICS Code is in graduated status, such services/products will not be counted for purposes of achieving the DBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
- 3. Examining the NAICS Code is the <u>first step</u> in determining whether a DBE firm is certified and eligible to receive DBE participation credit for the specific products/services to be supplied or performed under the contract. The <u>second step</u> is to determine whether a firm's Products/Services Description in the DBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the DBE participation goal.
- 4. If you have any questions as to whether a firm is MDOT DBE certified, or if it is certified to perform specific services or provide specific products, please call MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or send an email to mbe@mdot.state.md.us.
- 5. The Contractor's subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet a DBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this DBE Participation Schedule.
- 6. For each DBE firm that is being used as supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the DBE participation goal**:
  - A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
  - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C only if the DBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no DBE participation credit will be given for the supply of these products.
  - C. For purposes of achieving the DBE participation goal, you may count <u>only</u> the amount of any reasonable fee that the DBE firm will receive for the provision of such products/supplies <u>not</u> the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the DBE Participation Schedule, please divide the amount of any reasonable fee that the DBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.

#### MDOT DBE FORM B FEDERALLY-FUNDED CONTRACTS DBE PARTICIPATION SCHEDULE PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE PAGE 2 OF 2

- D. Is the firm certified as a manufacturer (refer to the firm's NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the DBE participation goal, you may count the total amount of the subcontract. For Column 3 of the DBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the DBE firm is furnishing and installing the materials <u>and</u> is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the DBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the DBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.
- For each DBE firm that <u>is not</u> being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the <u>amount of</u> <u>the subcontract for purposes of achieving the DBE participation goal</u>, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

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

- 8. Please note that for USDOT-funded projects, a DBE prime may count towards its DBE participation goal work performed by its own forces. Include information about the DBE prime in Part 2.
- 9. WARNING: The percentage of DBE participation, computed using the dollar amounts in Column 3 for all of the DBE firms listed in Part 2, MUST at least equal the DBE participation goal as set forth in MDOT DBE Form A Federally-Funded Contracts for this solicitation. If the bidder/offeror is unable to achieve the DBE participation goals, then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the Goal Worksheet shown below to assist you in calculating the percentage and confirming that you have met the applicable DBE participation goal.

GOAL WORKSHEET				
Total DBE Firm Participation (Add percentages in Column 3 for all DBE firms listed in DBE Participation Schedule)	(A)%			
The percentage amount in Box A above should be equal to the percentage amount in Box E below.				
Add <i>Countable</i> Subcontract Amounts (see 6 through 8 of Instructions) for all DBE firms listed in DBE Participation Schedule, and insert in Box B	(B) \$			
Insert the Total Contract Amount in Box C	(C) \$			
Divide Box B by Box C and Insert in Box D	(D) =			
Multiply Box D by 100 and insert in Box E	(E) =%			

#### MDOT DBE FORM B FEDERALLY-FUNDED CONTRACTS DBE PARTICIPATION SCHEDULE

#### **PART 2 – DBE PARTICIPATION SCHEDULE**

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

PAGE \_\_ OF \_\_\_\_

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

COLUMN 1	COLUMN 2	COLUMN 3
COLUMINI	COLUMIN 2	
		Unless the bidder/offeror requested a waiver in MDOT
		DBE Form A – Federally Funded Contracts for this
		solicitation, the cumulative DBE participation for all DBE
		firms listed herein must equal at least the DBE participation
		goal set forth in Form A.
NAME OF DBE	CERTIFICATION NO. AND	FOR PURPOSES OF ACHIEVING THE DBE
SUBCONTRACTOR	DBE CLASSIFICATION	PARTICIPATION GOAL, refer to sections 6, 7 and 8 in
AND TIER		Part 1 - Instructions. State the percentage amount of the
		products/services in Line 3.1, except for those products or
		services where the DBE firm is being used as a wholesaler,
		supplier, or regular dealer. For items of work where the
		DBE firm is being used as a supplier, wholesaler and/or
		regular dealer, complete Line 3.2 using the 60% Rule.
		3.1. TOTAL PERCENTAGE TO BE PAID TO THE
	Certification Number:	SUBCONTRACTOR (STATE THIS PERCENTAGE AS A
		PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING
		PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR
	(If dually certified, check only	
	one box.)	REGULAR DEALERS).
Please check if DBE firm is	African American-Owned	
a third-tier contractor (if		% (Percentage for purposes of calculating achievement of
applicable).	Hispanic American- Owned	DBE Participation goal)
Please submit written	Asian American-Owned	
documents in accordance with	Asian American-Owned	3.2 TOTAL PERCENTAGE TO BE PAID TO THE
Section 5 of Part 1 -	Women-Owned	SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE DBE
Instructions		FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR
liisuucuolis	Other DBE Classification	<b>REGULAR DEALER</b> ) (STATE THE PERCENTAGE AS A
		PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN
		APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 -
		INSTRUCTIONS).
		% Total percentage of Supplies/Products
		x60% (60% Rule)
		$\underline{\mathbf{x}}$ <u>60% (60% Kule)</u>
		0/ (Demonstrate for numbered of coloulatingbi
		% (Percentage for purposes of calculating achievement of
		DBE Participation goal)

Please check if Continuation Sheets are attached.

#### MDOT DBE FORM B FEDERALLY-FUNDED CONTRACTS DBE PARTICIPATION SCHEDULE CONTINUATION SHEET

#### PAGE \_\_ OF \_\_\_\_

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

COLUMN 1 NAME OF DBE SUBCONTRACTOR AND TIER	COLUMN 2 CERTIFICATION NO. AND DBE CLASSIFICATION	COLUMN 3 Unless the bidder/offeror requested a waiver in MDOT DBE Form A – Federally Funded Contracts for this solicitation, the cumulative DBE participation for all DBE firms listed herein must equal at least the DBE participation goal set forth in Form A. FOR PURPOSES OF ACHIEVING THE DBE PARTICIPATION GOAL, refer to sections 6, 7 and 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or
		services where the DBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the DBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
☐ Please check if DBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: (If dually certified, check only one box.) African American-Owned Asian American-Owned Women-Owned Other DBE Classification	3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).         % (Percentage for purposes of calculating achievement of DBE Participation goal)         3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE DBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).        % Total percentage of Supplies/Products         x      % (Of Rule)         % (Percentage for purposes of calculating achievement of DBE Participation goal)

Please check if Continuation Sheets are attached.

#### MDOT DBE FORM B FEDERALLY-FUNDED CONTRACTS DBE PARTICIPATION SCHEDULE

#### PART 3 – CERTIFICATION FOR DBE PARTICIPATION SCHEDULE

#### PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL AS DIRECTED IN THE SOLICITATION.

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

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

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

(3) fail to use the certified minority business enterprise in the performance of the contract; or

(4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

#### ATTACHMENT 2, D-3 MDOT DBE FORM C

#### Federally-Funded Contracts Outreach Efforts Compliance Statement

## Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

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

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

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

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

#### 4. Please Check One:

□ This project does not involve bonding requirements.

□ Bidder/Offeror assisted DBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS)

#### 5. Please Check One:

□ Bidder/Offeror did attend the pre-bid/pre-proposal meeting/conference.

□ No pre-bid/pre-proposal meeting/conference was held.

□ Bidder/Offeror did not attend the pre-bid/pre-proposal meeting/conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

#### ATTACHMENT 2, D-4 MDOT DBE FORM D

#### Federally-Funded Contracts DBE Subcontractor Project Participation Affidavit

Please complete and submit one form for each MDOT certified DBE listed on Attachment D-1 within 10 working days of notification of apparent award.

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

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

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

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

<b>PRIME CONTRACTOR</b>	<b>SUBCONTRACTOR (SECOND-TIER)</b>	<b>SUBCONTRACTOR (THIRD-TIER)</b>
Signature of Representative:	Signature of Representative:	Signature of Representative:
Printed Name and Title:	Printed Name and Title:	Printed Name and Title:
Firm's Name:	Firm's Name:	Firm's Name:
Federal Identification Number:	Federal Identification Number:	Federal Identification Number:
Address:	Address:	Address:
Telephone: Date:	Telephone:            Date:	Telephone: Date:

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

#### ATTACHMENT 2, D-5

#### Maryland Department of Information Technology Disadvantaged Business Enterprise Participation Prime Contractor Paid/Unpaid DBE Invoice Report

Report #:		Cont	ract #:	
			racting Unit:	
Reporting Period (Month/Year):		Cont	ract Amount:	
		DBE	E Subcontract Amt:	
<b>Report is due to the DBE Officer by the 10<sup>th</sup></b>	of the month	Proje	ect Begin Date:	
following the month the services were provid		Proje	ect End Date:	
Tono wing the month the set vices were prove	i cui	Serv	ices Provided:	
Note: Please number reports in sequence				
Prime Contractor:			Contact Person:	
Address:				
City:			State:	ZIP:
· · · · · · · · · · · · · · · · · · ·				
Phone:	FAX:		Email:	
	-			
Subcontractor Name:			Contact Person:	
Phone:	FAX:			
Subcontractor Services Provided:		1		
List all payments made to DBE subco	ontractor	List	dates and amounts of any outs	tanding invoices:
named above				
during this reporting period:			<u>Invoice #</u>	<u>Amount</u>
Invoice# Amo	unt	1.		
1.				
		2.		
2.		3.		
		5.		
3.		4.		
4. Tot		Tota	l Dollars Unpaid: \$	
Total Dollars Paid: \$				

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

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

Clemon Hammie, M/DBE Manager
c/o Earle Beale, Equal Opportunity Compliance Officer
Maryland Department of Transportation
State Highway Administration
Office of Equal Opportunity
211 E. Madison Street, MLL3
Baltimore, MD 21202
Email: shacompliance@sha.state.md.us

#### **ATTACHMENT 2, D-6 Disadvantaged Business Enterprise Participation** Subcontractor Paid/Unpaid DBE Invoice Report

Report#:	Contract #	
Paparting Daried (Month/Vaer);	Contracting Unit: DBE Subcontract Amount	
Reporting Period (Month/Year):	Project Begin Date:	
Report is due by the 10 <sup>th</sup> of the month following the month	Project End Date:	
the services were performed.	Services Provided:	
DBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City: Baltimore	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during	List dates and amounts of days old.	f any unpaid invoices over 30
reporting period indicated above. Invoice Amt Date	Invoice Amt	Date
1. <u>Date</u>	1.	Date
2.	2.	
3.	3.	
Total Dollars Paid: \$	Total Dollars Unpaid: \$	
Prime Contractor:	Contact	t Person:

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

Clemon Hammie, M/DBE Manager
c/o Earle Beale, Equal Opportunity Compliance Officer
Maryland Department of Transportation
State Highway Administration
Office of Equal Opportunity
211 E. Madison Street, MLL3
Baltimore, MD 21202
Email: <u>shacompliance@sha.state.md.us</u>

(Required) Signature: \_\_\_\_\_ \_\_\_\_\_Date: \_\_\_\_\_

#### ATTACHMENT 2, D-7 DBE UNAVAILABILITY CERTIFICATE

#### DISADVANTAGED CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)									
I hereby certify that the firm of									
Name of Prime Contractor)									
located at,									
(Number)	(Street)		(City)		(State) (Zip)				
on	contacted certifi	ied Disadvanta	ged business en	terprise,					
(Date)		·		(Nam	e of Disadvantaged	l Business)			
	located at								
		(Number)	(Street)	(City)	(State)	(Zip)			
seeking to obtain a bid for	or work/service for pro	oject number		, project n	ame				
List below the type of work/ service requested: Indicate the type of bid sought, The Disadvantaged business enterprise identified above is either unavailable for the work /service in relation to project number, or is unable to prepare a bid for the following reasons(s):									
The statements contained above are, to the best of my knowledge and belief, true and accurate.									
(Number)	(Street) (C	City)	(State	e)	(Zip)				
	(Signature	;)			(Date)				

Note: Certified Disadvantaged business enterprise must complete Section II

Section II (to be completed by CER	FIFIED DISADVANTA	GED BUSINESS ENT	ERPRISE)		
I hereby certify that the firm of			DBE Cer	:t.#	
		(Name of DBE Firm)			
located at(Number)	(Street)	(City)	(State)	(Zip)	-
was offered the opportunity to bid on p	project number	, ON			
by			(D	ate)	
(Prime Contractor's Name)					
The statements contained in Section I a	and Section II of this docu	ment are, to the best of	my knowledge a	and belief, true	and accurate.
(Name)	(7	Fitle)	(Pho	ne)	
	(Signature)		(Fax	Number)	

## ATTACHMENT 3 – TASK ORDER AGREEMENT

#### CATS+ TORFP #J02B3400050 OF MASTER CONTRACT #060B2490023

This Task Order Agreement ("TO Agreement") is made this **day** of **Month**, 20\_\_\_\_ by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, State Highway Administration.

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 State Highway Administration, as identified in the CATS+ TORFP #J02B3400050.
  - b. "CATS+ TORFP" means the Task Order Request for Proposals #J02B3400050, dated MONTH DAY, YEAR, including any addenda.
  - c. "Master Contract" means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
  - d. "TO Procurement Officer" means Joseph Palechek. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. "TO Agreement" means this signed TO Agreement between State Highway Administration and TO Contractor.
  - f. "TO Contractor" means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_\_.
  - g. "TO Manager" means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. "TO Technical Proposal" means the TO Contractor's technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i. "TO Financial Proposal" means the TO Contractor's financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j. "TO Proposal" collectively refers to the TO Proposal Technical and TO Proposal Financial.
- 2. Scope of Work
- 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend conflict with or supersede the Master Contract.
- 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
  - a. The TO Agreement,
  - b. Exhibit A CATS+ TORFP
  - c. Exhibit B TO Technical Proposal
  - d. Exhibit C TO Financial Proposal

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

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of \_\_\_\_\_\_, 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+ TORFP and shall not exceed \$\_\_\_\_\_\_. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of 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, State Highway Administration

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

Date

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

## ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

### ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY

#### **INSTRUCTIONS:**

- 1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
- 2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS+ TORFP process.
- 3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required to be submitted with the proposal. Signatures will be 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 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each				
	requirement? Provide dates in the format of MM/YY to MM/YY				
LABOR CATEGORY TITLE – (INSERT CA					
Education:					
Insert the education description from					
<ul><li>a. The CATS+ RFP from Section 2.10 for the applicable labor category</li><li>b. The minimum qualifications and required certifications in Section 2.19 of this TORFP</li></ul>					
Experience:					
Insert the experience description from the CATS+ RFP					
<ul><li>a. The CATS+ RFP from Section 2.10 for the applicable labor category</li><li>b. The minimum qualifications and required certifications in Section 2.19 of this TORFP</li></ul>					
Provide dates in the format of MM/YY to MM/YY					
Duties: (Insert the duties description from the CATS+ 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 TO TECHNICAL PROPOSAL

## **ATTACHMENT 6 – NON-DISCLOSURE AGREEMENT (OFFEROR)**

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 20\_, by and between

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP #J02B3400050 for SHA Database Portfolio Business Services. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

- 1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of it's TO Proposal.
- 2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
- 3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to **TO Manager**, 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.
- The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms 8. 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 THE TORFP

#### ATTACHMENT 7 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

#### RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for SHA Database Portfolio Business Services TORFP No. J02B3400050 dated \_\_\_\_\_\_, (the "TORFP) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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

- 7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
- 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the 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:**

State Highway Administration:

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

#### SUBMIT AS REQUIRED IN THE TORFP

#### 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 8 – TO CONTRACTOR SELF-REPORTING CHECKLIST**

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ master contract. Requirements for TO management can be found in the CATS+ master contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the **Checklist Due Date** below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to <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 Order	s with Invoices Linked to Deliverables						
<ul> <li>A) Was the original TORFP (Task Order Required deliverables with specific acceptance criteria?</li> <li>Yes No (If no, skip to Section 2.)</li> </ul>	est for Proposals) structured to link invoice payments to distinct						
B) Do TO invoices match corresponding delive	erable prices shown in the accepted Financial Proposal?						
Yes No (If no, explain why)							
C) Is the deliverable acceptance process being a	adhered to as defined in the TORFP?						
Yes No (If no, explain why)							
Section 2 – Task Orders with Inv	oices Linked to Time, Labor Rates and Materials						
A) If the TO involves material costs, are material Contractor?	al costs passed to the agency without markup by the Master						
Yes No (If no, explain why)							
B) Are labor rates the same or less than the rate	es proposed in the accepted Financial Proposal?						
Yes No (If no, explain why)							
	ts 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 equincumbent personnel?	ivalent or better education, experience and qualifications than						
Yes No (If no, explain why)							

D) Was the substitute approved by the agency in writing?
Yes No (If no, explain why)
Section 4 – DBE Participation
A) What is the DBE goal as a percentage of the TO value? (If there is no DBE goal, skip to Section 5)
%
B) Are DBE reports D-5 and D-6 submitted monthly?
Yes No (If no, explain why)
<ul> <li>C) What is the actual DBE percentage to date? (divide the dollar amount paid to date to the DBE by the total amount paid to date on the TO)</li> <li>%</li> </ul>
(Example - \$3,000 was paid to date to the DBE sub-contractor; \$10,000 was paid to date on the TO; the DBE percentage is 30% (3,000 ÷ 10,000 = 0.30))
<ul> <li>D) Is this consistent with the planned DBE 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 DBE 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?
(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)
D) Is the change management procedure being followed?
Yes No (If no, explain why)

## **ATTACHMENT 9 – PERFORMANCE EVALUATION**

DEPENDABILITY	DEPENDABILITY		Far Exceed	ds	Excee	eds	Meets	Below	Far Be	elow	Raw Score
Lateness, Punctuality			5				3	2	1		+
Compliance with TO Manager's Require Approval of Leave	ments for	r Pre-	5				3	2	1		+
				То	otal Raw	Scor	e				=
Total Raw Score		10	6 - 5				4 - 3			2	
Rating for Dependability	Far E	Exceeds	E	xceec	ls		Meets	Belov	v	F	ar Below
INITIATIVE			Far Exceed	ds	Excee	eds	Meets	Below	Far Be	elow	Raw Score
Contribution			5		4		3	2	1		+
Advancement in the field			5		4		3	2	1		+
					Total R	aw So	core				=
Total Raw Score	10	0 - 9		8 - 7			6 - 5	4 - 3		2	
Rating for Initiative	Far E	Exceeds	E	xceed	ls		Meets	Belov	v	F	ar Below
INTERPERSONAL RELATIONSHIP	PS		Far Exceed	ds	Excee	eds	Meets	Below	w Far Below		Raw Score
Customer Service			5		4		3	2	2 1		+
Communication			5		4		3	2	1		+
Cooperation							3	2	1		+
Tact							3	2	1		+
Adaptability to Change			5		4 3		2	1		+	
			Total Raw Score =						=		
Total Raw Score	21	1 - 20	1	9 - 1′	17 16 - 13		12 - 8		7 - 5		
Rating for Interpersonal Relationships	Far F	Exceeds	Exceeds		Meets Below		v	F	ar Below		
WORK HABITS			Far Exceed		Excee	eds	Meets	Below	Far Be	elow	Raw Score
Meeting Target & Timetables			5		4		3	2	1		+
Communication with TO Manager			5		4		3	2			+
Use of Time			5		4		3	2	1		+
Organization of Work Environment			5				3	2	1		+
				To	otal Raw	Scor	e				=
Total Raw Score		20 - 18	3	1	7 - 14		13 - 10	9 -	6		5 - 4
Rating for Work Habits		Far Excee	eds	E	xceeds		Meets	Bel	ow		Far Below

JOB KNOWLEDGE				ar eeds	Excee	ds	Meets	Below	Far E	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	Terminology				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	1	Far Exceeds		Exce	eds		Meets	Bel	ow	F	ar Below	
JOB QUALITY	-			ar eeds	Excee	ds	Meets	Below	Far F	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	+		
				Total Raw Score						=		
Total Raw Score	2:	5 - 23	,	22 - 18			17 - 13	12 - 8			7 - 5	
Rating for Job Quality	Far	Exceeds	E	Exceeds			Meets	Below		Far Below		
JOB QUANTITY				ar eeds	Excee	ds	Meets	Below	Far E	Below	Raw Score	
Volume of Work				5	4		3	2		1	+	
					Tot	Fotal Raw Score					=	
Total Raw Score		5			4		3		2		1	
Rating for Job Quantity		Far Exce	eds	E	xceeds		Meets	В	Below		Far Below	

	Evaluation								
DEPENDABILITY	Far ExceedsExceedsStandardsStandards		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> lateness's have impact upon operations	Frequently not punctual, <u>or</u> lateness's 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 Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below 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	

INTERPERSONAL RELATIONSHIPS	Evaluation					
(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	

WODK			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

			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	Appropriate ly 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	Proficiently manages activities, information 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/t echnology	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 terminology of the administrati on 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			Evaluation	-	-
QUALITY	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below 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 highest quality demonstrates highest quality of services Develops 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 standards	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

IOD			Evaluation		
JOB QUANTITY	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

## **ATTACHMENT 10 – SAMPLE STATUS REPORT**

#### SHA Database Portfolio Business Services Task Order

Week Ending:	Date:
Report Prepared by:	Task Number:
TO Contractor:	
Task Name: SHA Database Portfolio Business Services	

Name	Labor Category	Hours Expended for the Week	Cumulative Hours Expended

ACTIVITIES Resource 1 N	<u>COMPLETED:</u> lame:			
Project 1 or Ta	ask 1:			(Hours spent)
•	of project or tas			
Project 2 or Ta				(Hours spent)
-	of project or tas	sk.		
Resource 2 N				
Project 1 or Ta	ask 1:			(Hours spent)
•	of project or tas	sk.		
Project 2 or Ta				(Hours spent)
•	of project or tas	sk.		(
	IN PROGRESS			
Resource 1 N		<u>-</u>		
Activity				
Resource 2 N	lame:			
Activity				
,	'S PLANNED A	CTIVITIES		
Resource 1 N				
Activity				
Resource 2 N	lame:			
Activity				
•	ON HOLD/ISSU	IFS		
Resource 1 N				
Activity / I				
Resource 2 N				
Activity / Issue     ACTIVITIES REQUIRING OVERTIME AND TIME USED:				
Resource	Date	Hours	Comments	

Resource	Date	Hours	Comments

#### **ACTION ITEMS:**

Resource	Item	Status	Comments

### ATTACHMENT 11 - KNOWLEDGE SKILLS AND ABILITIES Traceability Matrix for Proposed Resources

#### **INSTRUCTIONS:**

- 1. Attachment 11 Knowledge Skills and Abilities Traceability Matrix for Proposed Resources is contained in a separate Microsoft Excel file and attached to the solicitation. TO Contractors must submit this completed MS Excel file along with their Technical Proposal.
- 2. General Requirements apply to all resources and this entire section needs to be completed. Where there is a time requirement such as three months experience, <u>you must provide the dates from and to showing an</u> <u>amount of time that equals or exceeds mandatory time requirement; in this case, three months. If a resource has a separation of work experience for a particular requirement, you must enter multiple dates from and to for each work experience to account for the requirement that can be verified from Attachment 5.</u>
- 3. The Specific Requirements only apply to those resources required under each of the three (3) specified offices. Example: Where the specific requirement for OIT's resources is to have "4 years of experience with Oracle Data Guard", that requirement only applies to OIT resources and not for those within OOTS or OPPE. The other two (2) offices have similar but different requirements their resources shall meet.

Where there is a time requirement such as three months experience, <u>you must provide the dates from and to</u> <u>showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months. If</u> <u>a resource has a separation of work experience for a particular requirement, you must enter multiple dates</u> <u>from and to for each work experience to account for the requirement that can be verified from Attachment 5</u>

4. In addition to the minimum qualifications specified in the general requirements and specific office requirements sections, additional evaluation points would be awarded to those TO Contractors who propose candidates that satisfy the preferred secondary requirements.

#### ATTACHMENT 12 - CRIMINAL BACKGROUND CHECK AFFIDAVIT

#### AUTHORIZED REPRESENTATIVE

#### I HEREBY AFFIRM THAT:

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

- A. I hereby affirm that <u>(Master Contractor)</u> has complied with Section 2.4, Security Requirements of the Department of Information Technology's Consulting Technical Services Master Contract Number 060B24900023 (CATS+) hereto as Exhibit A.
- B. I hereby affirm that the <u>(Master Contractor)</u> has provided <u>(Agency)</u> with a summary of the security clearance results for all of the candidates that will be working on Task Order <u>(Title and</u> <u>Number)</u> and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS+ Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date

#### This form is required as per section 2.15 no later than 60 days of notice to proceed

## ATTACHMENT 13 – CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

#### CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

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

Name of Authorized Representative: _	
Signature of Authorized Representative	e:
Date: Title:	
Witness Signature and Date:	

#### **ATTACHMENT 14 - 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

<u>Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than</u> \$500,000

<u>Bidder/Offeror</u> 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: T	ïtle:				
Witness Name (Typed o	r Printed):				
Witness Signature & Da	te:				

#### **ATTACHMENT 15 - SAMPLE WORK ORDER**

WORK ORDER		Work Order #	(	Contract #				
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.								
Purpose								
Statement of Work								
Requirements:								
Deliverable(s), Acceptance Criteria and Due Date(s):								
Deliverables are subject to review and approval by <b>AGENCY</b> prior to payment.								
(Attach additional sheets if necessary)								
Start Date		End Date	End Date					
Cost								
Description for Task / Deliverables		Quantity (if	Labor Hours (Hrs.)	Labor Rate	Estimate Total			
		applicable)	(1113.)					
1.				\$	\$			
2. *Include WBS_schedule a	ACENCY	hall nov an ar	\$	\$				
*Include WBS, schedule and response to requirements.		exceed	AGENCY shall pay an amount not to \$					
		execcu						
Contractor	Agency Ap	Agency Approval						
				( <b>D</b> ( )				
(Signature) Contractor Authorized Representative (Date)		(Signature) TO Manager (Date)						
POC	(Print Name)	TO Manage		rint Name)				
Telephone No.		Telephone No						
Email:		Email:						