



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

**Database Administration  
Technical Services**

CATS II TORFP #

J01B9200023

**Maryland Transportation Authority**

**ISSUE DATE: March 10, 2010**

## KEY INFORMATION SUMMARY SHEET

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

<b>TORFP NAME:</b>	Database Administration Technical Services
<b>FUNCTIONAL AREA:</b>	FA1 – Enterprise Service Provider
<b>TORFP ISSUE DATE:</b>	March 10, 2010
<b>Closing Date and Time:</b>	April 1, 2010 -2:00 PM EST
<b>TORFP Issuing Office:</b>	Maryland Transportation Authority (MDTA) Division of Information Technology (MDTA DoIT)
<b>Questions and Proposals are to be sent to:</b>	Barbara Ryer <a href="mailto:bryer@mdot.state.md.us">bryer@mdot.state.md.us</a>
<b>TO Procurement Officer</b>	Barbara Ryer Office Phone: 410-865-1219 Office Fax: 410-865-1388
<b>TO Manager:</b>	Steven Chen Office Phone Number: 410-537-5674 Office FAX Number: 410-537-1351
<b>Project Number:</b>	J01B9200023
<b>TO Type:</b>	Time & Materials
<b>Period of Performance:</b>	July 1, 2010 – May 31, 2014
<b>MBE Goal:</b>	0 percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Contractor to provide office space at contractor’s site – Meetings, interviews, other work that must be performed on site will primarily be in Central Maryland area.
<b>State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:</b>	Contractor to provide office space at contractor’s site – Meetings, interviews, other work that must be performed on site will primarily be in Central Maryland area.
<b>TO Pre-Proposal Conference:</b>	March 17, 2010 – 10:30 AM EST - MdTA See Attachment 7 for Directions

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## **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. See Section 2.12 for information on change orders.

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 II Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

### **1.2 TO AGREEMENT**

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific 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 price proposal.

### **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by Procurement Officer's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J01B9200023. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #J01B9200023 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #J01B9200023 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 3 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Classification Summary Resume

**NOTE:** there is a file size limitation on inbound emails. Email must 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**

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

### **1.5 CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 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.

## **1.6 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at The Maryland Transportation Authority. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement 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 in the form of Attachment 7.

## **1.7 LIMITATION OF LIABILITY CEILING**

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

## **1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

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

## **1.9 LIVING WAGE REQUIREMENTS**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in the following section entitled *Living Wage Requirements for Service Contracts*. If the Offeror fails to complete and submit the required Living Wage documentation, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.25 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$9.21 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been determined to be a Tier 1 contract.

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

The Maryland Transportation Authority (MDTA) Division of Information Technology (MDTA DoIT) is issuing this CATS II TORFP to obtain highly qualified technical resources relating to Microsoft Database Administration and Oracle Database Administration. This CATS TORFP is issued to acquire the services of:

- **Three** (3) qualified resources to provide Microsoft SQL Server Database Administration Services and Microsoft Access database administration services
- **One** (1) qualified resource to provide Oracle Database Administration services

These individuals will develop, enhance, maintain and support many of our mission critical business applications throughout the MDTA. They will also support other client/server and web-based systems as currently needed or in the future. They must be qualified and experienced in the systems identified (or in systems providing similar business functions).

The MDTA reserves the option to make multiple awards to prime master contractors. The MDTA will evaluate the best candidate(s) from among all the proposals, and may award a portion of the total task separately to individual prime vendors, based on the qualifications of the individual resources proposed.

### 2.2 REQUESTING AGENCY INFORMATION

The Maryland Transportation Authority (MDTA) is an independent State agency established in 1971 to finance, construct, manage, operate and improve the State's toll facilities, as well as to finance new revenue-producing transportation projects for the Maryland Department of Transportation. The MDTA has seven toll facilities – a turnpike, two tunnels and four bridges to help keep traffic moving in Maryland.

Our Mission: The MDTA will be financial stewards of our dedicated revenue sources to provide vital transportation links that move people to promote commerce in Maryland by:

- Creating and maintaining a transportation network of highways, bridges, and tunnels where safety and efficiency are priorities.
- Operating and securing our facilities with innovative technologies.
- Financing transportation facilities that offer convenient choices to travelers.

Our Values: **S**ervice, **E**mployee Empowerment and Accountability; **R**esponsiveness; **V**igilance; **I**ntegrity; **C**ommunications; **E**qual Opportunity.

For more than 35 years, the MDTA has provided Maryland's citizens and visitors with safe and convenient transportation facilities. We are committed to quality and excellence in customer service; and we rely on our organization's values, traditions and most important our employees to achieve these goals.

### 2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

The MDTA shall manage and coordinate all TO Contractor personnel activities required by this TORFP. The MDTA shall oversee the activities and performance of all TO Contractor personnel provided by the Master Contractor. A primary point of contact for the project shall be identified by the TO Contractor.

### 2.4 SYSTEM BACKGROUND AND DESCRIPTION

The MDTA has installed several database servers and finds that additional technical resources are needed to provide Microsoft SQL Server 2000/2005 database administration and Oracle 8i/9i/10g database administration services. Additional resources are also required to develop, maintain and support the large number of Microsoft Access Databases currently being used throughout the MDTA. These resources will provide on going support and maintenance to the Authority's Project Portfolio of applications, which include Mission Critical and Emergency Operations information and systems.

The MDTA maintains multiple 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 MDTA DoIT recognizes that with the advent of client-server and web-based systems, these end-users expect 100% up-time and near instantaneous response time. It is incumbent upon the MDTA DoIT to assist our internal customers to work as efficiently as possible. Therefore, the MDTA DoIT places high expectations upon our staff in terms of deploying well-engineered systems and providing expert resolution of problems. The growth of systems supported by MDTA DoIT, coupled with the continued expectation that MDTA DoIT staff will provide “first responder” services is driving the need for these resources. Task assignments may require the resources to meet with all levels of employees (front-line worker, team leader, middle manager, senior manager, etc.) within the MDTA’s business areas in the course of conducting work assignments. Therefore, the proposed resources must possess excellent verbal and written communication skills. The MDTA DoIT values a team approach to work efforts; the proposed resources for each assignment must possess good people skills and be skilled in facilitating project team interactions.

The MDTA currently uses both Microsoft SQL Server 2000 and Microsoft SQL Server 2005 in support of the following applications:

- Centralized data storage for Microsoft Access Databases
- Citrix Presentation Server
- IA Pro
- Mde, Inc’s AutomateD Observation Reports and Evaluations (ADORE)
- Microsoft Dynamics SL (Solomon) Financial Management System & Business Portal
- OrgPlus Enterprise (OPE)
- Power DMS
- SumTotal Learning Management System (LMS) *formerly Pathlore and Registrar*
- Systems Alliance Site Executive
- SQL Reporting Services
- Virtual Center Database

Oracle 8i/ 9i/ 10g are used in support of the following applications:

- ArcGIS/ SDE
- Google Earth Enterprise
- IBM Maximo 4.1.1 Transportation
- OpenText Livelink
- Primavera
- Database Design & Project Oriented Application Programming

The MDTA anticipates that during the duration of this TORFP, the following new technologies may be implemented:

- Microsoft Office & Sharepoint 2007
- Microsoft SQL Server 2008
- IBM Maximo 6 & 7
- Oracle 11g
- Implementation/ expansion of web based reporting and data entry

The objective of this Task Order RFP is to provide four (4) full time qualified individuals: three (3) Microsoft Database Administrators and one (1) Oracle Database Administrator who will work with MDTA DoIT staff to support the MDTA’s database systems.

## **2.5 PROFESSIONAL DEVELOPMENT**

Database technologies continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by the MDTA or anticipated to be implemented by the MDTA in the near future. The time allocated to these continuing education activities for staff deployed to the MDTA may not be charged to this task order. Actual course costs are the responsibility of the TO Contractor.



## 2.6 REQUIREMENTS

### 2.6.1 TO CONTRACTOR DUTIES AND RESPONSIBILITIES

The TO Contractor shall be responsible for providing on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.

The TO Contractor will be responsible for providing office space for the personnel proposed in the TO. The TO Contractor individual will be expected to perform most duties remotely from the contractor's worksite.

The TO Contractor Personnel will be expected to come on site (MDTA DoIT Building at Point Breeze or other MDTA facility) to meet with MDTA staff as needed in order to complete the tasks that they've been assigned. Tasks that require the contractor to work at an MDTA facility will be coordinated with the TO Manager.

For each database administrator, the TO Contractor will submit a Professional Development Annual Certification Report listing the continuing education opportunities the personnel was provided for the past year. (refer to section 2.5) The report will list the dates the opportunity was provided and a description of the opportunity and how it relates to the scope of work within this task order. The report will be submitted to the TO Manager via email by August 1st of each year.

### 2.6.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

The work to be accomplished by the TO Contractor personnel under this TORFP shall include but not limited to the following:

#### **Microsoft Database Administrators (three)**

##### **1) Database Security Functions**

- Ensure servers are current with SQL Server patches and security updates.
- Document the various security procedures in place to provide system security. Provide access to this document only to authorized personnel.
- Analyze and evaluate the security procedures required for specific mission-critical business systems as defined by MDOT security standards
- Perform all database security checks and manage all database securities
- Create and implement plans for system security using a variety of technologies to provide data security and auditing functions for the MDTA's mission critical systems.
- Maintain security and integrity of data access policies, standards, and methods by establishing database recovery plans to minimize data losses and system downtime and by developing backup routines for the database management system software and for the stored data.
- Develop standardized application security procedures for MDTA applications and databases.
- Design and implement policies for data and application security using MDTA security standards.

##### **2) Configuration Management**

- Maintain an SQL Server test environment where upgrades and security patches can be tested.
- Configure and tweak the hardware and software, perform integration testing, server imaging create and restore, create and implement plans to rollover the MDTA's enterprise wide systems from testing to production.
- Install and upgrade SQL Server and other related software on the MDTA's specified hardware to provide functional capabilities for the MDTA's critical systems.
- Create software and database maintenance plans for efficient upgrades and maintenance. Implement the plan and update it regularly.
- Provide hardware and software specifications for various systems.
- Coordinate the database management system interfaces with other data processing units.
- Review and approve/disapprove database designs for new systems.

### **3) Disaster Recovery and Backup Functions**

- Configure a backup job to run on a specified schedule.
- Restore data files or tables from a previous backup session.
- Develop and maintain scripts and perform and monitor backups for mission critical servers at the MDTA.
- Troubleshoot database connectivity and back up issues working with Vendors/Developers/Users/Project Managers and back up operators.
- Prepare and implement disaster recovery plans for various SQL Server based software systems. Create upgrade and migration schedules and plans in a way so as to minimize the impact on production and mission critical systems.

### **4) New Technology**

- Research, lab test, document and make recommendations to the TO Manager on a variety of new database related technologies that could be implemented at the MDTA and provide recommendations about the migration and upgrade paths for various systems.
- Coordinate the installation and implementation of database management system software and related software tools with vendors, other data processing staff and system users.
- Develop and implement new database management policies, procedures and standards

### **5) Database & Application Support**

- Upgrade existing Microsoft Access 2003 databases to Microsoft Access 2007.
- Collect data dictionary information on existing Microsoft Access 2003 databases.
- Consolidate data from multiple sources (including stand along Microsoft Access databases) onto a centralized Microsoft SQL Server.
- Develop and create new database solutions based on Business Unit requirements.
- Conduct Random health checks on the databases and prepare performance reports.
- Assist System Administrators on database issues/errors and assist users and programmers with SQL queries and tuning.
- Conduct routine maintenance tasks on the database servers for proactive monitoring like deleting log files, dump files, error correcting.
- Create repeatable processes to upgrade, test, and maintain databases and software systems. Monitor the systems to provide a minimum level of performance as a part of QA.
- 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.
- Monitor capacity and allocate space according to overall needs of systems users, available data storage and database management system requirements.
- Prepare statistical and narrative reports of database management performance, activities and special projects.
- Troubleshoot problems related to availability of data to system users, space, database software, data flow, and data storage or data access.
- Manage, migrate and debug application software, as it applies to the Microsoft SQL Server and Access Databases.
- Migrate existing shared Microsoft Access data to Microsoft SQL Server and update existing Microsoft Access Databases to link to new data source.
- Create, modify, and troubleshoot reports in Microsoft SQL Reporting Services

### **6) Coordination Meetings**

- Hold status meetings with MDTA DoIT Management on various projects. Provide Microsoft SQL Server, Microsoft Access and other application business function expertise whenever required.

- Attend internal MDTA staff meetings as requested with network team, project managers, business users, developers and upper management.
- Work in cooperation with the current Network Management Systems contractor as well as other contract vendors and MDTA staff.

## **7) Project Management**

- Create or review Configuration Change Requests, Work Break Down Structures, Implementation Plans, and Testing Plans for Microsoft SQL Server and Access database projects.
- Create or provide appropriate input to monthly project status reports.
- Participate in the creation of or review Microsoft SQL Server and Access database hardware and software requirements.

## **Oracle Database Administrator (One)**

### **1) Database Security Functions**

- Ensure servers are current with Oracle Server patches and security updates.
- Document the various security procedures in place to provide system security. Provide access to this document only to authorized personnel.
- Analyze and evaluate the security procedures required for specific mission-critical business systems as defined by MDOT security standards
- Perform all database security checks and manage all database securities
- Create and implement plans for system security using a variety of technologies to provide data security and auditing functions for the MDTA's mission critical systems.
- Maintain security and integrity of data access policies, standards, and methods by establishing database recovery plans to minimize data losses and system downtime and by developing backup routines for the database management system software and for the stored data.
- Develop standardized application security procedures for MDTA applications and databases.
- Design and implement policies for data and application security using MDTA security standards.

### **2) Configuration Management**

- Maintain an Oracle Server test environment where upgrades and security patches can be tested.
- Configure and tweak the hardware and software, perform integration testing, server imaging create and restore, create and implement plans to rollover the MDTA's statewide systems from testing to production.
- Install and upgrade Oracle Server and other related software on the MDTA's specified hardware to provide functional capabilities for the MDTA's critical systems.
- Create software and database maintenance plans for efficient upgrades and maintenance. Implement the plan and update it regularly.
- Provide hardware and software specifications for various systems.
- Coordinate the database management system interfaces with other data processing units.
- Review and approve/disapprove database designs for new systems.

### **3) Disaster Recovery and Backup Functions**

- Configure a backup job to run on a specified schedule.
- Restore data files or tables from a previous backup session.
- Develop and maintain scripts and perform and monitor backups for mission critical servers at the MDTA.
- Troubleshoot database connectivity and back up issues working with Vendors/Developers/Users/Project Managers and back up operators.

- Prepare and implement disaster recovery plans for various Oracle Server based software systems. Create upgrade and migration schedules and plans in a way so as to minimize the impact on production and mission critical systems.

#### **4) New Technology**

- Research, lab test, document and make recommendations to the TO Manager on a variety of new database related technologies that could be implemented at the MDTA and provide recommendations about the migration and upgrade paths for various systems.
- Coordinate the installation and implementation of database management system software and related software tools with vendors, other data processing staff and system users.
- Develop and implement new database management policies, procedures and standards

#### **5) Database & Application Support**

- Support Oracle application and assist in end-user reporting with Crystal Report.
- Collect data dictionary information on existing Oracle databases.
- Develop and create new database solutions based on Business Unit requirements.
- Conduct Random health checks on the databases and prepare performance reports.
- Assist System Administrators on database issues/errors and assist users and programmers with SQL queries and tuning.
- Conduct routine maintenance tasks on the database servers for proactive monitoring like deleting log files, dump files, error correcting.
- Create repeatable processes to upgrade, test, and maintain databases and software systems. Monitor the systems to provide a minimum level of performance as a part of QA.
- 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.
- Monitor capacity and allocate space according to overall needs of systems users, available data storage and database management system requirements.
- Prepare statistical and narrative reports of database management performance, activities and special projects.
- Troubleshoot problems related to availability of data to system users, space, database software, data flow, and data storage or data access.

#### **6) Coordination Meetings**

- Hold status meetings with MDTA DoIT Management on various projects. Provide Oracle Server and other application business function expertise whenever required.
- Attend internal MDTA staff meetings as requested with network team, project managers, business users, developers and upper management.
- Work in cooperation with the current Network Management Systems contractor as well as other contract vendors and MDTA staff.

#### **7) Project Management**

- Create or review Configuration Change Requests, Work Break Down Structures, Implementation Plans, and Testing Plans for Oracle Server.
- Create or provide appropriate input to monthly project status reports.
- Participate in the creation of or review Oracle Server and Access database hardware and software requirements.

### **All TO Contractor Personnel (MS DBAs & Oracle DBA)**

Assignments will be given and reviewed by the TO Manager. TO Contractor Personnel will also interface with all levels of management and the work force.

The position does involve travel between sites in the Baltimore area. Must have valid driver's license and own transportation.

TO Contractor Personnel are expected to be:

- On time when reporting to an appointment at the MDTA (or meeting location specified by the MDTA).
- Act in a professional manner
- Be well prepared to complete assignments
- Adhere to MDTA policies
- Complete assignments by designated due dates

By Monday, 12:00pm (Noon) of each week, the TO Contractor Personnel shall be responsible for compiling and submitting to the TO Manager via email a one-page status report (in MS Word format, template to be provided) for their prior work week that summarizes the following:

- Top Three Priorities
- Actual Tasks & Accomplishments for the reporting period
- Planned Tasks & Accomplishments for the next reporting period
- Exceptions to Previously Planned vs. Actual for last reporting period
- Hours worked (actual start & end times, and total time worked each day) by individual TO Contractor personnel

Status Reports are expected to be:

- Delivered on time
- Delivered in the specified format
- Accurate & complete

The TO Contractor personnel will be expected to respond to database related support tickets. TO Contractor personnel will be provided access to the MDTA's helpdesk software where the TO Manager (or designee) will assign tickets for the TO Contractor personnel to complete.

TO Contractor personnel will be expected to:

- Resolve tickets in a timely manner (timeframes will vary depending on the complexity of the request)
- Update status of all assigned tickets on a weekly basis
- Enter resolution information into the work log of the ticket
- Follow MDTA procedures and policies regarding tickets

The TO Contractor personnel may be required to enter the time spent performing tasks for an IT Project into a Time Collection System (specified by the MDTA). The TO Manager will notify the TO Contractor personnel which assignments are subject to this requirement.

### 2.6.3 WORK HOURS

- A) The TO Contractor's assigned personnel will work an eight-hour day (hours to be approved by the TO Manager), Monday through Friday except for State holidays observed by the MDTA.
- B) 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) Requests for leave will be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

#### **2.6.4 PERFORMANCE EVALUATION**

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. Performance issues identified by the agency are subject to the mitigation process described in Section 2.6.4 below.

#### **2.6.5 PERFORMANCE PROBLEM MITIGATION**

In the event the agency is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows. The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements. The TO Contractor will have three business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue. The TO Contractor personnel can be removed due to non-performance or potential conflicts at the TO Manager's discretion at any time of time during the duration of the contract.

#### **2.6.6 SUBSTITUTION OF PERSONNEL**

The substitution of personnel procedures is as follows.

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

#### **2.6.7 HARDWARE AND SOFTWARE**

Hardware and software shall not be purchased under this TO. Any hardware or software needed to meet the TO requirements and used at the agency will be acquired by the agency under other contracts.

Standard software used by the MDTA that the Contractor may be required to have at the TO Contractor's location:

- Microsoft Office Word 2003 (2007 in future)
- Microsoft Office Excel 2003 (2007 in future)
- Microsoft Office PowerPoint 2003 (2007 in future)
- Microsoft Office Access 2003 (2007 in future)
- Microsoft Office Visio 2003 (2007 in future)
- Microsoft SQL Server Developer Edition or Express Edition (for MS DBA)
- Oracle SQL Developer (for Oracle DBA)

The agency will provide the TO Contractor with an RSA Token that will be used to connect to the agency's LAN/WAN in order to access files and applications from the TO Contractor's location. The TO Contractor will have access (when applicable) to the agency's Microsoft SQL Database Servers and Oracle Database Servers test environments. The TO Contractor is responsible for acquiring compatible hardware and software to use the RSA token while working offsite.

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

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

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

## **2.8 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory. The Master Contractor's staff must demonstrate expertise in the following:

### **2.8.1 Microsoft Database Administrator**

Individuals proposed for this TORFP must have excellent verbal and written communication skills and coordination and organizational skills. Resumes must demonstrate at least three (3) years experience where these skills were applied.

TO Contractor personnel proposed for this TORFP must have at least five years of Microsoft SQL Server database administration experience and at least five years of Microsoft SQL programming with experience troubleshooting and investigating complex database issues.

The TO Contractor proposed personnel must demonstrate a level of expertise in a variety of database technical services, including but not limited to data warehousing and backup technologies. Additionally, the proposed Contractor personnel must collectively possess expertise in the following but not limited to:

- • Knowledge of Windows 2000 and Windows 2003 Server
- • Knowledge and experience with Microsoft SQL Server 2005
- • Knowledge and experience with Microsoft Access 2003 and Microsoft Access 2007
- • Knowledge and experience with Active Directory
- • Knowledge of Security and network components.
- • Knowledge and experience in creating scripts for backing up data
- • Knowledge and experience with SQL Server Enterprise Manager and Query Analyzer
- • Knowledge of SQL Server Report Services
- • Knowledge of TCP/IP and DNS
- • Advanced knowledge of SMTP
- • Knowledge of SQL Command and Programming

The proposed personnel must also have experience in supporting the systems that use Microsoft SQL Server as a data repository. The MDTA is currently using the following applications that require Microsoft SQL Server:

- Centralized data storage for Microsoft Access Databases
- Citrix Presentation Server
- MdE, Inc's AutomateD Observation Reports and Evaluations (ADORE)
- Microsoft Dynamics SL (Solomon) Financial Management System & Business Portal
- OrgPlus Enterprise (OPE)
- Power DMS
- SumTotal Learning Management System (LMS) formerly Pathlore and Registrar
- Systems Alliance Site Executive
- SQL Reporting Services
- Virtual Center Database

### **2.8.2 Oracle Database Administrator**

Individuals proposed for this TORFP must have excellent verbal and written communication skills and coordination and organizational skills. Resumes must demonstrate at least three (3) years experience where these skills were applied.

TO Contractor personnel proposed for this TORFP must have at least five years of Oracle Server database administration experience and at least five years of Oracle PL/SQL programming with experience troubleshooting and investigating complex database issues.

The TO Contractor proposed personnel must demonstrate a level of expertise in a variety of database technical services, including but not limited to data warehousing and backup technologies. Additionally, the proposed Contractor personnel must collectively possess expertise in the following but not limited to:

- • Knowledge of Windows 2000 and Windows 2003 Server
- • Knowledge and experience with Oracle Server 8i, 9i, 10g, and 11g
- • Knowledge and experience with Active Directory
- • Knowledge of Security and network components.
- • Knowledge and experience in creating scripts for backing up data
- • Knowledge and experience with Oracle Enterprise Manager and related tools
- • Knowledge of TCP/IP and DNS
- • Knowledge of SQL Command and Programming
- • Advanced knowledge of SMTP

The proposed personnel must also have experience in supporting the systems that use Oracle Server as a data repository. The MDTA is currently using the following applications that require Oracle Server:

- ArcGIS/ SDE
- Google Earth Enterprise
- IBM Maximo 4.1.1 Transportation
- OpenText Livelink
- Primavera Enterprise Project Portfolio Management System

Resumes and technical proposals will be rated based primarily on the experience demonstrated.

## **2.9 TO CONTRACTOR EXPERTISE REQUIRED**

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

## **2.10 INVOICE SUBMISSION**

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for **all** work completed in the previous month.

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

### **2.10.1 INVOICE FORMAT**

- A) The invoice shall identify the Maryland Transportation Authority, labor category, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to the Maryland Transportation MDTA at the following address e-mail addresses:

[schen@MDTA.state.md.us](mailto:schen@MDTA.state.md.us)  
[dstewart@MDTA.state.md.us](mailto:dstewart@MDTA.state.md.us)

- 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.

## **2.11 CHANGE ORDERS**

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, 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 modifications shall be performed until a change order is approved by the TO Manager and DBM and executed by the TO Procurement Officer.

## **2.12 SECURITY AND CONFIDENTIALITY**

The Contractor shall adhere to and ensure compliance with the State of Maryland and the Maryland Transportation Authority's Information Technology Security Policies and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. The Contractor personnel will be required to sign the MDOT Security Advisory, MDTA Non-disclosure agreement, and abide by MDTA Internet and e-mail Use Policy. Additionally, if the contractor requires third party connectivity to the MDOT Network, the Contractor will be required to sign the MDOT Terms and Conditions for Third Party Remote Access.

Information and information technology systems are essential assets of the State of Maryland. They are vital to the citizens of the State. Information assets are critical to the services that agencies provide to citizens, businesses, educational institutions, as well as, to local and federal government entities and to other State agencies. All information created with State resources for State operations is the property of the State of Maryland. All agencies, employees, and contractors of the State are responsible for protecting information from unauthorized access, modification, disclosure and destruction.

All employees, contractors, and contract personnel are responsible for:

- Being aware of their responsibilities for protecting IT assets of the State
- Exercising due diligence in carrying out the IT Security Policy
- Being accountable for their actions relating to their use of all IT Systems
- Using IT resources only for intended purposes as defined by policies, laws and regulations of the State

The TO Contractor personnel will be provided with remote access privileges into the MDTA's network via RSA Token Application provided by the MDTA. The TO Contractor personnel is responsible for the RSA Token and will return it to the MDTA at time of termination or end of contract.

The TO Contractor personnel shall not connect any TO Contractor owned equipment to any State LAN/WAN without prior written approval by the MDTA. The MDTA will provide equipment as necessary for support that requires connection to the MDTA's LAN/WAN, or give prior written approval as necessary for connection.

The TO Contractor shall obtain a CJIS State and Federal criminal background check, including fingerprinting, for each employee performing services under this TO. This background check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any TO Contractor personnel providing services covered by this TO. The MDTA reserves the right to refuse to allow any TO Contractor personnel to work on this TO, based upon certain specified criminal convictions.

The CJIS criminal record check of each TO Contractor who will provide services under this TO shall be reviewed by the TO Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:

- A) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
- B) any crime within Title 7, Subtitle 1 (various crimes involving theft);
- C) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
- D) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);

- E) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
- F) a crime of violence as defined in CL § 14-101(a).

An employee of the TO Contractor who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to provide services under this TO; an employee of the TO Contractor who has been convicted with the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to provide services under this TO.

## SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one or two possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback form submitted electronically via the CATS II web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via, your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

### 3.2 FORMAT

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

#### 3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

##### A) Proposed Services

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

##### B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.8.
- 3) Complete Attachment 5 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 5) Provide three examples of work assignments that each of the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:
  - A) Name of organization.
  - B) Name, title, and telephone number of point-of-contact for the reference.
  - C) Type and duration of contract(s) supporting the reference.
  - D) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
  - E) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.

##### C) Subcontractors

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

##### D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
  - A) Name of organization.
  - B) Point of contact name, title, and telephone number

- C) Services provided as they relate to Section 2 - Scope of Work.
- D) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
  - a) The State contracting entity,
  - b) A brief description of the services/goods provided,
  - c) The dollar value of the contract,
  - d) The term of the contract,
  - e) Whether the contract was terminated prior to the specified original contract termination date,
  - f) Whether any available renewal option was not exercised,
  - g) The State employee contact person (name, title, telephone number and e-mail address.

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

E) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

F) Confidentiality

- 1) 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 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:**

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

The Master Contractor should indicate on Attachment 1:

- The name of each resource being proposed
- The appropriate Labor Category being proposed for each resource
- The Fixed Hourly Labor Category Rate

Proposed rates are not to exceed the rates defined in the Master Contract.

## **SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT**

### **4.1 EVALUATION CRITERIA**

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

### **4.2 TECHNICAL CRITERIA**

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

- Experience of the Master Contractor's proposed personnel performing the duties and responsibilities required in Section 2.6.2.
- Personnel experience required in Section 3.2.1.B.
- References provided in Section 3.2.1.E.

### **4.3 SELECTION PROCEDURES**

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

### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), successful CJIS State criminal background check, a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer.

- 4.4.1 TO Contractor is responsible associated costs for providing a CJIS State Criminal background check.

**ATTACHMENT 1 - PRICE PROPOSAL FORMAT**

PRICE PROPOSAL FOR CATS II TORFP # J01B9200023

LABOR CATEGORIES

**Rates listed should be fully loaded rates including travel. Prices shall be valid for 120 days.**

THIS FORM SHALL NOT BE ALTERED

Description of Service	Name of Resource	Labor Categories	A	B	C
			Fully Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
<b>Year 1 (July 1, 2010 – June 30, 2011)</b>					
MS DBA Resource #1:			\$	2080	\$
MS DBA Resource #2:			\$	2080	\$
MS DBA Resource #3:			\$	2080	\$
Oracle DBA Resource:			\$	2080	\$
		<b>Total Year 1 Cost</b>			
<b>Year 2 (July 1, 2011 – June 30, 2012)</b>					
MS DBA Resource #1:			\$	2080	\$
MS DBA Resource #2:			\$	2080	\$
MS DBA Resource #3:			\$	2080	\$
Oracle DBA Resource:			\$	2080	\$
		<b>Total Year 2 Cost</b>			
<b>Year 3 (July 1, 2012 – June 30, 2013)</b>					
MS DBA Resource #1:			\$	2080	\$
MS DBA Resource #2:			\$	2080	\$
MS DBA Resource #3:			\$	2080	\$
Oracle DBA Resource:			\$	2080	\$
		<b>Total Year 3 Cost</b>			
<b>Year 4 (July 1, 2013 – May 31, 2014)</b>					
MS DBA Resource #1:			\$	1920	\$
MS DBA Resource #2:			\$	1920	\$
MS DBA Resource #3:			\$	1920	\$
Oracle DBA Resource:			\$	1920	\$
		<b>Total Year 4 Cost</b>			
<b>Total Evaluated Price</b>					\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

---

Title

---

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Hourly Labor Rate shall be assumed to be an all inclusive rate which shall include any travel expenses. The total hours listed above are to be considered as estimated only and not to be construed as a guaranteed billable hours. Actual hours will be compensated at the total number of hours performed.

SUBMIT WITH THE FINANCIAL RESPONSE

## ATTACHMENT 2 - Task Order Agreement

### CATS II TORFP # J01B9200023 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2010 by and between MASTER CONTRACTOR and the STATE OF MARYLAND, Maryland Transportation Authority.

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 Maryland Transportation Authority, as identified in the CATS II TORFP # J01B9200023.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # J01B9200023, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR dated xxx 2010.
  - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between the Maryland Transportation Authority and MASTER CONTRACTOR.
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means Steven Chen of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - FINANCIAL.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
  - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS II TORFP
    - c. Exhibit B – TO Proposal-Technical



d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one year, commencing on the date of Notice to Proceed and terminating on **MONTH DAY, YEAR**.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed **\$total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

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

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. 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, Maryland Transportation Authority

By: **insert name**, TO Procurement Officer

\_\_\_\_\_ Date

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

**ATTACHMENT 3 - Conflict Of Interest Affidavit And Disclosure**

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

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

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

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

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

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

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

SUBMIT AS A PDF FILE WITH TECHNICAL RESPONSE

## ATTACHMENT 4 - Labor Classification Personnel Resume Summary

### INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

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

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

**ATTACHMENT 4  
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY  
(CONTINUED)**

<b>Proposed Individual's Name/Company:</b>	<b>How does the proposed individual meet each requirement?</b>
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
<b>Education:</b> (Insert the education description from the CATS II RFP from section 2.12 for the applicable labor category.)	
<b>Experience:</b> (Insert the experience description from the CATS II RFP from section 2.12 for the applicable labor category.)	
<b>Duties:</b> (Insert the duties description from the CATS II RFP from section 2.12 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 RESPONSE IN PDF FORMAT  
SIGNATURE REQUIRED

**ATTACHMENT 5 – N/A**

**ATTACHMENT 6 – LIVING WAGE AFFIDAVIT  
Affidavit of Agreement  
Maryland Living Wage Requirements-Service Contracts**

Contract No. \_\_\_\_\_

Name of Contractor. \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

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

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

**If the Contract is a Living Wage Contract**

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Tide 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.

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**Attachment 6**  
**Affidavit of Agreement**  
**Maryland Living Wage Requirements-Service Contracts**

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

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

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

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness Name (Typed or Printed)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

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## **ATTACHMENT 7 - DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE**

### **FROM: I-95 (North or South)**

Take the KEITH AVE exit number 56

Keep LEFT at the fork in the ramp (I-95 South)

Keep LEFT on ramp (I-95 North)

Turn LEFT onto KEITH AVE for both I-95 North and South

In approximately 1 mile take a slight right onto BROENING HWY.

At LIGHT turn RIGHT into Point Breeze Complex.

### **FROM: Baltimore Harbor Tunnel (I-895)**

Take the HOLABIRD AVE exit number 10 towards Dundalk

Keep LEFT at the fork in the ramp.

Make a SLIGHT LEFT onto HOLABIRD Avenue

Make a SLIGHT RIGHT onto BROENING HWY.

At the POINT BREEZE SIGN turn RIGHT into the Point Breeze Complex.

### **FROM: Francis Scott Key Bridge (I-695 North – Outer Loop)**

Take the BROENING HWY exit number 44 toward DUNDALK

Turn LEFT onto BROENING HWY

At approximately 3 miles (at the POINT BREEZE Sign) turn LEFT into the Point Breeze Complex

2400 Broening Highway is the building on the left once you entered into the Point Breeze Complex.

Go through the double doors and into the hallway making the first right at the hallway and then the first left.

### **Parking:**

Visitor Parking (no permit required) is available directly across the street. You must walk across Broening Highway to get to the building.



**ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (OFFEROR)**

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 200\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #J01B9200023 for Database Administration Technical 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 \_\_\_\_\_. 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 in Section 1.8 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.8, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to **TO Procurement Officer**, Maryland Transportation Authority on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP**

## ATTACHMENT 9 - NON-DISCLOSURE AGREEMENT (TO Contractor)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the State of Maryland (“the State”), acting by and through its Maryland Transportation Authority (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Database Administration Technical Services TORFP No. J01B9200023 dated **release date for TORFP**, (the “TORFP” issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; and

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

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

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

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

**Contractor/Contractor's Personnel:**

**Maryland Transportation Authority:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

**SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP**

## ATTACHMENT 10 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

<b>Master Contractor:</b>	
<b>Master Contractor Contact / Phone:</b>	
<b>Procuring State Agency Name:</b>	<b>Maryland Transportation Authority</b>
<b>TO Title:</b>	<b>Database Administration Technical Services</b>
<b>TO Number:</b>	
<b>TO Type (Fixed Price, T&amp;M, or Both):</b>	Time & Materials
<b>Checklist Issue Date:</b>	
<b>Checklist Due Date:</b>	

### Section 1 – Task Orders with Invoices Linked to Deliverables

A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria?

Yes  No  (If no, skip to Section 2.)

B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal?

Yes  No  (If no, explain why) \_\_\_\_\_

C) Is the deliverable acceptance process being adhered to as defined in the TORFP?

Yes  No  (If no, explain why) \_\_\_\_\_

### Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials

A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor?

Yes  No  (If no, explain why) \_\_\_\_\_

B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal?

Yes  No  (If no, explain why) \_\_\_\_\_

C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?

Yes  No  (If no, explain why) \_\_\_\_\_

### Section 3 – Substitution of Personnel

A) Has there been any substitution of personnel?

Yes  No  (If no, skip to Section 4.)

B) Did the Master Contractor request each personnel substitution in writing?

Yes  No  (If no, explain why) \_\_\_\_\_

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

Yes  No  (If no, explain why) \_\_\_\_\_

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

Yes  No  (If no, explain why) \_\_\_\_\_

#### Section 4 – MBE Participation

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

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

Yes  No  (If no, explain why) \_\_\_\_\_

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

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

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

Yes  No  (If no, explain why) \_\_\_\_\_

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

Yes  No

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

#### Section 5 – TO Change Management

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

Yes  No  (If no, explain why) \_\_\_\_\_

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes  No

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

D) Is the change management procedure being followed?

Yes  No  (If no, explain why) \_\_\_\_\_

**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**

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

Latest Update: July 28<sup>th</sup>, 2009