



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

**OTTS DATA MANAGEMENT ORACLE DATABASE SUPPORT**

**CATS II TORFP #**

**J01B9200044**

**Maryland Department of Transportation (MDOT)  
Office of Transportation Technology Services (OTTS)**

**ISSUE DATE: February 6, 2012**

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**KEY INFORMATION SUMMARY SHEET**

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

<b>TORFP NAME:</b>	OTTS DATA MANagements ORACLE DATABASE SUPPORT
<b>FUNCTIONAL AREA:</b>	FA 6 – Systems/Facilities Management & Maintenance
<b>TORFP ISSUE DATE:</b>	<b>February 6, 2012</b>
<b>Closing Date and Time:</b>	<b>March 5, 2012 @ 2:00 pm</b>
<b>TORFP Issuing Office:</b>	Maryland Department of Transportation Office of Transportation and Technology Services (OTTS)
<b>Questions and Proposals are to be sent to:</b>	TO Procurement Officer – Yamillette Waite Telephone Number 410-865-1123 Email Address: ycollett@mdot.state.md.us
<b>TO Procurement Officer</b>	Yamillette Waite Office of Procurement Office Phone: (410) 865-1123 Email Address: ycollett@mdot.state.md.us
<b>TO Manager:</b>	Clifton A. Johnson MDOT OTTS Data Management Support Office Phone: (410) 768 – 7503 FAX: (410) 424-3752 <a href="mailto:cjohnson7@mdot.state.md.us">cjohnson7@mdot.state.md.us</a>
<b>Project Number:</b>	<b>J01B9200044</b>
<b>TO Type:</b>	Time and Material
<b>Period of Performance:</b>	Notice to Proceed through May 31, 2014
<b>MBE Goal:</b>	<b>0</b>
<b>Small Business Reserve (SBR):</b>	<b>No</b>
<b>Primary Place of Performance:</b>	One Orchard Road Glen Burnie, Maryland 21060
<b>State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:</b>	Office Desk Space and networked PC with email and software applications for on-site staff.

<b>TO Pre-Proposal Conference:</b>	2/16/2012 at 10:00 a.m. MDOT Headquarters7201 Corporate Center Dr. Hanover, Md. 21076 <b>Conference Room : Harry Hughes Conference Room 3</b>  <b>See attachment 6 for directions</b>
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# SECTION 1 - ADMINISTRATIVE INFORMATION

## 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

## 1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TOA, Attachment 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 date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. **Please note that the MDOT system has an 8 MB limit on email transmission.** The "subject" line in the e-mail submission shall state the TORFP # **J01B9200044**. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # **J01B9200044** Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # **J01B9200044** Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2 (if applicable)
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Category Personnel Resume
- Attachment 7 – Non-Disclosure Agreement (Offeror)
- Attachment 8 – Non-Disclosure Agreement (TO Contractor)
- Attachment 10 – Living Wage Affidavit of Agreement

## 1.4 ORAL PRESENTATIONS/INTERVIEWS

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

## 1.5 MINORITY BUSINESS ENTERPRISE (MBE) (IF APPLICABLE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE 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 TOA 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 to 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 7201 Corporate Center Drive, Hanover, MD. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Manager of this TORFP to schedule an appointment.

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

### **1.8 LIMITATION OF LIABILITY CEILING**

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

### **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

Maryland Department of Information Technology (DoIT) is responsible for contract management oversight on the CATS II Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations, 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.

## SECTION 2 – SCOPE OF WORK

### 2.1 PURPOSE

The Maryland Department of Transportation (MDOT) and the Office of Transportation Technology Services (OTTS) wishes to continue to provide an Information Technology (IT) computing infrastructure management program that is consistent with the State of Maryland and well-known IT best practices and standards. MDOT on behalf of OTTS is issuing this CATS II TORFP to obtain highly qualified Oracle Database Administration resources. The resources will be responsible for the database operations, maintenance and support activities of the Departments' mission critical Oracle business applications throughout MDOT. They shall also support other client/server and web-based systems as needed. The goals of this Task Order are to ensure that the MDOT has the appropriate resources, skills and expertise to manage and enhance MDOT Oracle Database Portfolio and infrastructure to provide guidance concerning application security; and to provide on-going guidance concerning best practices in planning, designing and implementing newer database management technologies. The Master Contractor shall provide two (2) full-time resources in response to this TORFP. MDOT will award a Single Award to a Master Contractor for the two resources.

### 2.2 REQUESTING AGENCY INFORMATION

The MDOT OTTS provides enterprise-wide infrastructure support to the MDOT Transportation Business Units (TBUs) and to its external mainframe customers, including Public Safety, the Comptroller's Office, and the Court System, among others. OTTS provides mainframe and network support at the enterprise level. Additionally, support is provided for a variety of PC and web-based applications that interface with the mainframe.

OTTS operates a twenty-four (24) hours a day, seven (7) days a week data center and is tasked with providing all information technology services for all TBU's within the MDOT. This includes but is not limited to State Highway Administration (SHA), Maryland Port Administration (MPA), Motor Vehicle Administration (MVA), MDOT Secretary's Office (TSO) including the Financial Management Information System (FMIS), Human Resources (HR), and Employee Management Information System (EMIS) Payroll and many others. OTTS implements MDOT's information technology vision, standards, architecture, and planning processing, along with providing internal data, information, and communications services to our clients.

MDOT 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 qualified resources with the skills and expertise to help manage and enhance MDOT's Oracles database management portfolio and infrastructure consistent with industry best practices and standards.

The objective of this TORFP is to provide two (2) qualified resources, which will work with OTTS Data Management Support (DMS) staff at the Glen Burnie, MD Headquarters Complex supporting the following Oracle applications and database management systems, which includes but is not limited to:

#### **Oracle Databases**

##### MDOTMAXIMODB1 – Oracle v9.2.0.7/Windows Server 2003 32 bit

PMAA - MAA Maximo v4 production database

PMPA - MPA Maximo v4 production database

PMTA - MTA Maximo v4 production database

TMPA - MPA Maximo v4 test database

TMTA - MTA Maximo v4 test database

PMVA - PTSO Maximo v4 test database

##### MDOTSEDB1 – Oracle v9.2.0.8/Windows Server 2003 32 bit

DMTA – MTA Maximo v4 development database

PEMD – E Maryland Marketplace production database

PDOC – Document imaging production database



MVAGBMIRP1 – Oracle v10.2.0.4/Windows Server 2003 32 bit

PIRP – IRP production database

TIRP – IRP test database

MDOTORA2 – Oracle v10.2.0.4/Windows Server 2003 64 bit

PDCS – MPACT production database

PHDQ – Minority Business, Legislative Tracking, POFP, and Contracts production databases

PMCC – MTA Credit Card Fare Tracking production database

PQMP – Question Mark Perception production database

PSEC – MDOT Site Executive production database for internet, intranet, MVA and MdTA.

PVPX – VPX Admin production database

THDQ - Minority Business, Legislative Tracking, POFP, and Contracts test databases

TEDG – Electronic Document Generation using Web Services test database

MDOTORA1 – Oracle v10.2.0.3/Sun Solaris 64 bit

NIKU – Clarity production database

PMAX7 – Maximo v7 production database

TSOHANORA1 – Oracle v10.2.0.3/Sun Solaris 64 bit

DEAM – Maximo v7 test database

DITT – Maximo v7 test database

DMAX – Maximo v7 test database

DMXS – Maximo v7 test database

MAXDEMO - - Maximo v7 test database

PMAX - - Maximo v7 test database (DBA use)

NIKU – Clarity test database

MTRACK

MDOTBTESPROD11 – Oracles v10.2.0.4/Windows Server 2003 32-bit

MDOTTES – MTRACK GOALMIND V.8.2.1 production database

MDOTBTESPROD01 – Oracle v10.2.0.4/ Windows Server 2003 32-bit

MDOTTES – MTRACK GOALMIND V.8.2.1 standby production database

MDOTBTESDEV01 – Oracle v10.2.0.4/ Windows Server 2003 32-bit

MTRACK – MTRACK GOALMIND V.8.2.1 test database

MDOTBTESDEV11 – Oracle v10.2.0.4/ Windows Server 2003 32-bit

MTRACK – MTRACK GOALMIND V.8.2.1 standby test database

Logical backups (exports)

Logical backups are exports of schema objects.

Exports are performed weekly as part of a scheduled backup job. Export dumps are created on the server.

MDOT keeps export files on disk and are overwritten weekly.

Physical backups

There are two types of physical backups, hot backup, and cold backups. This backup can be user-managed (Oracle 9i and Oracle 10g) or RMAN (Oracle 10g). This backup consists of Data files, control files, online redo logs & archived files. We use RMAN for hot backup and scripts for cold backup.

Hot backups

For Hot backup, MDOT uses either RMAN Full Backupset backups or user-managed hot backup scripts. To perform the backup operation the backup jobs are scheduled to run automatically using the windows scheduler on Windows or crontab on Solaris.

Note: In the future, Incremental Image Copy Update (ICIU) may be implemented for some databases. RMAN incremental backups only back up data file blocks that have changed since a specified previous 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. From that point forward, RMAN applies only changed blocks to Level 1 backup files.

#### Cold backups

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. Only user-managed cold backups are scheduled on a regular basis for all databases.

To perform the backup operation the backup jobs are scheduled to run automatically using the windows scheduler on Windows or crontab on Solaris.

All Configuration files (tnsnames.ora, listener.ora, parameter files etc.) are backed up to the backup directory.

RMAN recovery catalog tracks databases and backup information for all databases backed up by RMAN. At the same time, RMAN checks for corruption while it is reading through the database blocks. This is completely unique to RMAN as neither in-house backup scripts nor third-party products provide this value-added function.

#### Technologies Used

- Oracle Recovery Manager w/ Recovery Catalog for Backup Management.
- Oracle FRA and Block Change Tracking (future use)
- Oracle Data Pump
- Oracle Export
- Oracle Enterprise Manager Grid Control RMAN Integration (future use)

### **2.3 MANAGEMENT ROLES AND RESPONSIBILITIES**

TO Procurement Officer – MDOT representative is responsible for managing the TO solicitation and award process, change order process, and resolution of TOA scope issues.

TO Manager will assign tasks to the personnel being provided and will track and monitor the work being performed. Through the monthly accounting of hours deliverable for work types, actual work produced will be reconciled with the hours reported.

The TO Contractor Manager will serve as first line contact with the TO Manager to regularly discuss progress of tasks, upcoming projects, historical performance, and resolve any issues that may arise pertaining to the contractor staff. The TO Contractor manager will serve as liaison between the TO Manager and the senior Contractor management.

TO Contractor Management will receive status reports and time reports from the TO Contractor Personnel, and will provide invoices to MDOT as specified under Section 2.10. TO Contractor Management is responsible for making payments to the TO Contractor Personnel.

### **2.4 PROFESSIONAL DEVELOPMENT**

The Oracle platform is continuously evolving to support not only existing legacy workload but new and emerging technologies. It is expected that the TO Contractor must ensure continuing education opportunities for the personnel provided. This education and the skills acquired should be directly associated and precisely in-line with the technologies and practices currently utilized by MDOT OTTS or anticipated to be implemented by MDOT OTTS in the near future. Actual course costs and time allocated are the responsibility of the TO Contractor.

## 2.5 REQUIREMENTS

### 2.5.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor Personnel under this TORFP shall consist of the following:

#### A) Recurring Daily / Weekly / Monthly Duties

##### Daily Tasks:

- Monitoring the production and development databases by checking database log files.
- Monitoring the Data Guard status ensuring log transport and switch over functionality.
- Using Spotlight on Oracle tool to monitor the databases and Toad, SQL developer for advanced coding.
- Monitoring Oracle Recovery Manager (RMAN), Export, and user managed backup jobs.
- Monitoring the backup reports.
- Performance and space monitoring on the servers and databases.
- Handling the regular Service tickets from the developers and application users for issues concerning the database.
- Providing as needed support during non- business hours.
- Maintaining database security.

##### Weekly Tasks:

- Creating Oracle scripts for Oracle exports, hot/cold backups, RMAN and Windows Scripts for scheduling jobs through windows scheduler.
- Scheduling daily, weekly, monthly and yearly jobs from Grid Control and Windows Scheduler.
- Working with Oracle support to resolve the bugs.
- Using Database diagnostic pack and tuning pack to resolve performance related issues.
- Data modeling using tools ERWIN and TOAD Data Modeler.
- Providing security by auditing database objects at various levels based on the users requirement.
- Coordinating with network team for resolving issues pertaining to the data center.
- Managing the database users in production, testing and development.
- Performing database refreshes based on the needs of the developer.
- Reviewing the code from the developer and executing it in production databases.
- Providing operational and technical guidance as required.
- Interacting with developers on Oracle support teams.
- Providing database performance monitoring.
- Providing database space management.
- Monitoring, maintaining, upgrading, patching and tuning Oracle databases.
- Managing database accounts and user accounts.

##### Monthly Tasks:

- Creating Standalone or data guarded databases in development, test and production servers using Database Configuration Assistant DBCA and/or command line scripts.
- Providing Oracle patching for updates and bug fixes using Opatch utility.
- Generating database monthly availability report.
- Assuring maximum utilization of existing hardware and resources.
- Establishing and maintaining operational procedures and practices.
- Designing, updating and implementing new scripts.
- Diagnosing and resolving query performance.
- Providing database patch management.
- Reorganizing table spaces and tables using Space Manager, moving data into new tablespaces as needed.

- Repairing chained rows using Space Manager.
- Creating monthly maintenance reports to monitor memory allocations, redoing and archiving logs, table space sizing and extents and chained rows.
- Maintaining and periodically testing backup and recovery process for Oracle databases for disaster recovery readiness.
- Running Automated Database Diagnostics Monitor (ADDM) report.
- Working on data integration strategies.
- Configuring and managing Simple Mail Transfer Protocol SMTP Server.
- Working on contingency plans.
- Developing migration plans.
- Providing space management, capacity planning and management, backup and recovery planning.
- Providing data migration, conversion and replication strategies.
- Performing periodic database cloning from production to development and test environments.
- Maintaining database standards, reviews, documentation, and quality assurance.
- Participating in full development cycle of application from design to testing and implementation, on-call production, test and development support.

## B) Non-Recurring Duties

### General

- Performing Oracle software installation like database binaries, Client, Connection Manager, Grid Control and agents.
- Configuring listener using NETwork Configuration Assistant NETCA tool.
- Performing database upgrades (Oracle 9i to 10g, 10g to 11g).
- Performing database migration from 32 bit servers to 64 bit and also Windows 2003 to Windows 2008.
- Providing capacity planning during migration time or for any new requirements.
- Providing data archiving.
- Documenting the various installations and migrations performed.
- Configuring Data Guard.
- Configuring Spotlight and Space Manager for all databases.
- Using Log Miner to mine the redo logs.
- Migrating of MS Access applications to Oracle as per the project management and development teams needs.
- Providing guidelines to network team to stand up an Oracle database server.
- Troubleshooting the application connection issues on user machines.
- Providing database restore from the backup based on the users need.
- Identifying and resolving performance problems involving the applications and associated hardware.
- Working with network support staff to troubleshoot connectivity issues.
- Defining system specifications, analyzing malfunctions and developing solutions.
- Developing and monitor backup strategies – RMAN, Data Pump, disaster recovery, etc.
- Assisting in setting long-range plans and goals for performance.
- Providing capacity planning - database creation, upgrade, migration, etc.
- Providing implementation of Data Guard.
- Performing database coding to provide end-user solutions or foundations for other applications development.
- Insuring data integrity and performing data cleansing.
- Working with application development to convert the data model into a physical database.
- Training backup DBA's and others as needed.

- Ensuring that recovery strategies for production and development are fully tested.
- Supporting auditor requirements and implementing auditor recommendations on all database servers.
- Designing, developing, testing and implementing new systems as needed.

### **Server Configuration**

- Configuring the server.
- Determining and set sizing parameters for database structures
- Creating and managing temporary, permanent and undo tablespaces.
- Striping data files across multiple physical devices and locations.
- Configuring the database environment to support optimal data access performance.
- Creating and managing database configuration files and big file tablespaces.
- Creating and managing multiple network configuration files.
- Creating and configuring a listener.
- Configuring the database instance to support shared server connections.
- Managing Oracle network processes (the listener control utility).
- Configure the network environment to allow connections to multiple databases.

### **Enterprise Manager Grid Control**

- Installing the Enterprise Manager Grid Control software.
- Configuring the Enterprise Manager repository.
- Creating Enterprise Manager Grid Control users.
- Using Enterprise Manager to modify a database configuration.
- Using Enterprise Manager to modify database availability.
- Creating and manage jobs.
- Creating and monitoring alerts.
- Creating notifications.
- Implementing Grid Control and Database Control.
- Choosing the appropriate tablespace type for the intended use.
- Creating scheduler jobs.
- Assigning jobs to windows.
- Creating programs.
- Configuring alerts for OS, database, applications and application servers.
- Installing the Enterprise Manager Grid Control infrastructure.
- Deploying Enterprise Manager Grid Control agents.
- Configuring Grid Control for business requirements.
- Providing single or mass deployment of Grid Agents.
- Configuring Grid Agent for Oracle, for centralized monitoring.

### **Managing Database Availability**

- Creating a recovery catalog database.
- Configuring Recovery Manager.
- Using Recovery Manager to perform database backups.
- Using Recovery Manager to perform complete database restore and recovery operations.
- Setting Flashback database parameters.
- Monitoring Flashback database logs and statistics.
- Performing a Flashback database operation.
- Configuring a flash recovery area.

### **Data Management**

- Implementing fine grained auditing.
- Creating a secure application role.
- Giving specific privileges for a Flashback query.
- Setting parameters for retaining undo.

- Implementing fine grained access control.
- Creating and manage contexts.
- Using SQL\*Loader.
- Implementing transportable table spaces between homogeneous and heterogeneous systems (using different methods of moving files).
- Choosing the appropriate partition method. (range, hash, list and composite).
- Choosing the appropriate partition key.
- Choosing appropriate indexing methods (local, global, prefixed and non-prefixed).
- Performing partition maintenance operations.
- Maintaining indexes on a partitioned table.
- Creating and managing Large Object LOB segments.
- Applying parallelism appropriately.
- Tuning memory for parallel operations.
- Setting parallel parameters.

### **Data Warehouse Management**

- Creating external tables (Data Loader and Data Pump devices).
- Implementing Data Pump export and import jobs for data transfer.
- Troubleshooting fast materialized views to fast refresh and query rewrite.
- Implementing Data Pump to and from remote databases.
- Implementing Replication Streams.
- Configuring and managing master replication.
- Configuring and managing materialized views.
- Configuring and managing Streams for replication.
- Creating partitioned tables (includes reference and interval partitioning).
- Using Oracle streams to capture propagate changes in a table.

### **Performance Management**

- Monitoring database performance and making modifications and adjustments to database architecture, storage method and management system software to fine-tune the database for optimum response time.
- Using database replay to test system workload.
- Installing Statspack.
- Adjusting the default interval for statistics collection.
- Customizing the events that are monitored.
- Using Automatic Database Diagnostic Monitor (ADDM) to analyze statistics and to identify performance bottlenecks and fix them.
- Implementing automatic shared memory management.
- Monitoring and tune System Global Area SGA areas that are not automatically tuned.
- Implementing automatic SQL execution memory management.
- Tuning the Program Global Area (PGA) using work area size parameters.
- Using the PGA Advisor.
- Creating a Database Resource Manager plan with directives (active session, count, max execution time).
- Creating consumer groups.
- Configuring consumer group mappings.
- Providing service management.
- Creating and managing objects to accommodate different data access methods (schema tuning).
- Using the SQL tuning advisor.
- Using the SQL Access advisor.
- Gathering optimization statistics.
- Interpreting execution plan.
- Using SQL tuning tools and features.

### **Real Application Clusters (RAC)**

- Installing cluster ready services.
- Installing the Oracle database 10g/11g RAC software.
- Upgrading Oracle Cluster-ware and Oracle Cluster File System OCFS.
- Enabling archiving to flash recovery area.
- Implementing Automatic Storage Management (ASM) failure groups.
- Creating and managing an ASM instance.
- Creating and managing ASM disk groups.
- Configuring ASM for shared disks and creating a clustered database.
- Configuring archiving.
- Configuring services with a primary instance and an available instance.
- Configuring services in a RAC environment.
- Modifying service attributes using Server Control Utility (SRVCTL).
- Configuring transparent application failover and listener load balancing.
- Configuring services to provide high availability to applications.

### **Data Guard**

- Creating and utilizing a physical standby database.
- Creating and utilizing a logical standby database.
- Setting up log transport services for various levels of protection.
- Configuring the network environment to allow communications between the standby database and the primary database.
- Opening the physical standby database in a “read-only” state.
- Performing a switchover operation and a failover operation.
- Implementing Data Guard using Grid Data Guard Manager and DGMGRL.
- Configuring archive log deletion policy for the Data Guard configuration.
- Configuring the Data Guard environment to reduce the overhead of fast incremental backups on the primary database.

### **Database Security**

- Preventing exploits (industry standard practices – Sarbanes Oxley (SOX), Payment Card Industry (PCI), etc.)
- Analyzing and evaluating the security procedures required for specific mission critical business systems as defined by MDOT/DOIT security standards.
- Ensuring servers are current with Oracle patches and security updates.
- Documenting the various security procedures in place to provide systems security. Providing access to this document only to authorized personnel.
- Defining and implementing security policy.
- Performing database fine grained auditing.
- Using encryption toolkits to encrypt sensitive information.
- Providing RMAN encrypted backups.
- Oracle Database, Listener and Connection Manager Security.
- Using application context for authentication and authorization.
- Managing the audit trail.
- Enforcing security policies on database.
- Providing in depth security. Providing security hardening at each level (OS/database/network).

### **New Technology**

- Researching, lab testing, documenting and making recommendations to the TO Manager on a variety of new database related technologies that could be implemented and providing recommendations about the migration and upgrade paths for various systems.
- Coordinating the installation and implementing of database management system software and related software tools with contractors, other database management staff and system users.
- Developing and implementing new database management policies, procedures and standards.

### **Configuration/Change Management**

- The TO Contractor Personnel shall fulfill any and all duties and responsibilities outlined in this TORFP in conformance with said policies and procedures.
- The TO Contractor Personnel shall make recommendations to and create, provide and maintain complete documentation of any changes to hardware, software, or configuration. This documentation shall be provided to the TO Manager, will also be maintained in appropriate system documentation files, and will be audited on a regular basis.
- The TO Contractor Personnel shall make no changes to any of the systems without the express written approval of the TO Manager.

### **Security and Operational compliance**

- The TO Contractor Personnel shall conform to all State, MDOT, and OTTS policies relating to IT and physical security, leave and work hours, tele-working and other privileges, team requirements, and others by which MDOT OTTS State employees are governed.

### **Backup / Disaster Recovery**

- The TO Contractor Personnel shall support backup/disaster Recover for all databases listed in Section 2.2. Please keep in mind that the databases listed in section 2.2 are current. These numbers may increase or decrease over time depending on demand or a modification of approved backup procedures for local backups.
- The TO Contractor Personnel shall support two (2) types of backups, logical & physical, that are run on an Oracle production server. Backups are scheduled to run from Monday through Sunday on a staggered basis. Logical backups are exports of schema objects. Physical backups can be either user-managed or created using the Oracle Recovery Manager utility and consist of two types, hot (online) and cold (offline) backups. Physical backups contain physical database files (i.e. data files, control files, online redo logs and archive redo logs).

## **2.5.2 PREMISES AND OPERATIONAL SECURITY**

Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MDOT from recognized Law Enforcement Agencies, including the FBI. 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 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 RFP. MDOT reserves the right to perform additional background checks on TO Contractor and subcontractor employees.

Further, TO Contractor employees may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees 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 to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract.

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 Contract.

TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.

Resources proposed to perform services for MAA must 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 MPA must comply with all MPA security requirements.



The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO 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.

### **2.5.3 WORK HOURS**

Work hours are to be billed on actual time worked at the rates proposed:

- A) Business Hours Support: The TO Contractor Personnel shall work closely with the OTTS staff to develop work plans to provide technical coverage in delivering all related technical system management services. The TO Contractor's assigned personnel will work an eight-hour day Monday through Friday, not including most State holidays and any State-imposed budgetary service reduction days or State closings. TO Contractor Personnel may occasionally be required to work on some State holidays. Specific work hours will be established to provide daytime coverage between the hours of 7:00 a.m. until 16:30 p.m. A typical workday may also result in more than eight (8) hours; see "Emergency Support."
- B) Non-Business Hours Support: Once assigned, and personnel have demonstrated an understanding of the Data Management Support infrastructure, the TO Contractor Personnel will also be required to participate in a rotating emergency on-call schedule providing non-business hours support. Typically, personnel assigned to Data Management Support are required to be on-call 24 hours a day for a fourteen-day period, two weeks out of every six to eight weeks.
- C) Scheduled Overtime Support: Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hour support. Some Sunday mornings between the hours of 6:00 a.m. and 10:00 a.m. shall be required workdays.
- D) Emergency Support: In emergencies where time is of the essence for system repair or restoration, TO Contractor Personnel shall provide support as needed, within reason, until the emergency is resolved.

\*\*actual hours worked will be billed at the hourly rates proposed in Attachment 1.

### **2.5.4 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 (3) 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 or substitution of the individual whose performance is at issue.

### **2.5.5 SUBSTITUTION OF PERSONNEL**

The TO Contractor may not substitute personnel without the prior approval of the agency. All requests for substitutions shall comply with Section 2.9.6 of the CATS II Master Contract. 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.

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 DELIVERABLES**

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 11). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format.

When presented for acceptance, 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.

<b>Deliverables ID</b>	<b>Deliverables</b>	<b>Acceptance Criteria</b>
2.6.1	<b>Monthly Space Utilization Reports</b>	OTTS will provide a template and procedure to create the reports. The TO Contractor Personnel shall gather required data and update the spreadsheet monthly to provide a high-level management report that indicates the disk utilization for the prior month to be used for planning purposes.
2.6.2	<b>Monthly System Utilization Reports – Prime Time</b>	OTTS will provide a template and procedure to create the reports. The TO Contractor Personnel shall gather required data and update the spreadsheet monthly to provide a high-level management report that indicates daily system utilization for prime time hours.
2.6.3	<b>Monthly Status Report per Resource</b>	OTTS will provide a template. The TO Contractor Personnel shall provide to the TO Manager a monthly status/activity report of projects and tasks assigned, work completed, and outstanding assignments.
2.6.4	<b>Monthly Timesheet per Resource</b>	OTTS will provide a means of reporting time for each resource that will show hours spent on tasks and activities per month. These hours will be compared to the monthly invoice.

### 2.6.1 SERVICE LEVEL AGREEMENT

The MDOT OTTS Service Level Agreement (SLA) requires that the following support levels for the contract. The TO Contractor personnel will maintain the following services levels for phone/on-site response and resolution. Service levels are defined below.

<b>Service Levels</b>	<b>Phone Response</b>	<b>On-Site Response</b>	<b>Response Availability</b>	<b>Resolution</b>	<b>Comments</b>
Non Business— Hours & Emergency Support	10 minutes	1 hour	7 days/week, 24 hrs a day on a rotating basis (see “Work Hours”)	8 Hour Resolution Time	Resolution expected either by on-site or remote dial in response
Scheduled Overtime Support	N/A	At or before 6:00 a.m. on selected Sundays	When necessary for project completion or problem resolution	As defined by TO Manager.	Coordination with Manager and team required.

## 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
- Sarbanes Oxley
- Payment Card Industry

## **2.8 TO CONTRACTOR MINIMUM QUALIFICATIONS**

TO Contractor Personnel proposed for this TORFP shall have at least eight years of Oracle database administration experience. Additionally, the proposed Contractor personnel must possess expertise in the following but not limited to:

### **Required Experience**

- Minimum of 5 recent years experience managing Oracle software installations and upgrades,
- Minimum of 5 recent years experience managing and implementing Oracle Security patches,
- Minimum of 5 recent years experience creating scripts for backing up data,
- Minimum of 5 recent years experience with database tuning and capacity planning,
- Minimum of 5 recent years experience with database backups and recovery,
- Minimum of 3 recent years experience with Windows 2003, and Sun Solaris O/S
- Minimum of 3 recent years experience with OEM tools (10g) and Oracle Grid Management Server,
- Minimum of 3 recent years experience with Oracle Data Guard,
- Minimum of 3 recent years experience with Oracle Connection Manager,
- Minimum of 3 recent years experience working with RMAN,
- Minimum of 2 years experience working with TCP/IP and DNS,
- Minimum of 2 years experience working with SMTP,
- Minimum of 2 recent years experience with Oracle 10G and their management packs,
- Minimum of 2 recent years experience with data partitioning,

## **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 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.

The TO Contractor Personnel shall demonstrate a level of expertise in a variety of database technical services, including but not limited to:

- Experience using Oracle RAC and GRID Control,
- Experience using data warehousing,
- Experience using Oracle Connection Manager,
- Experience using backup technologies,
- Experience using Data Guard and Oracle Grid,
- Experience managing Oracle in a Solaris O/S environment.

### **Preferred Experience**

- Experience with Windows 2008 Server
- Experience with Oracle 11G
- Experience with Oracle 11G RAC

- 1 year experience with LDAP and Single Sign On Technologies,
- 1 year experience in Active Directory,
- It is desirable that they possess a certification for Oracle 10g or Oracle 11g.

## 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 will reflect cost for hours worked by each resource, for their corresponding modal agency. This monthly invoice will be verified against the Monthly Status Reports and Weekly Timesheets as outlined in Section 2.6.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Proper 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) A proper invoice shall identify The Maryland Department of Transportation, name of resource and labor category, associated TOA number, date of invoice, and total hours for the period of performance covered by the invoice, 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 hours) submitted electronically in email, and by US Mail for payment to The Maryland Department of Transportation at the following address:

**Bill Bryant, IT Financial Services**  
**MDOT/OTTS**  
**One Orchard Road**  
**Glen Burnie, Maryland 21060**  
**Phone: 410-768-7425**  
**Fax: 410-768-3057**  
**Email: [bbryant@mdot.state.md.us](mailto:bbryant@mdot.state.md.us)**

MDOT may change the IT Financial Services contact person at any time by written notice.

- C) Proper invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

### 2.10.2 MBE PARTICIPATION REPORTS (IF APPLICABLE)

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

## 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 via e-mail to the TO Procurement Officer 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 your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. Hard copies of proposals will not be accepted

### 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 information in the format/sequence below:

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

##### A) Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor's understanding 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) Master Contractors shall identify and submit to the State, no more than one resume for each labor category proposed for each Oracle resource, not to exceed two (2) for the Task Order.
- 2) Document that all proposed personnel meet the minimum required qualifications as specified in this TORFP. Complete and provide with the proposal submission, Attachment 5 – Labor Category Personnel Resume Summary for each proposed personnel. Attachment 5 must be signed by the proposed resource at the time of the interview.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

##### C) MBE Participation (if applicable)

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2. . Failure to submit MBE forms with the Technical portion of your offer shall deem your offer non-responsive.

##### D) Subcontractors

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

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

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, 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.

- 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.

F) State Assistance

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

G) 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 - Attachment 1 including:

The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are **fully loaded and 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 TOA award determination, The Maryland Department of Transportation will consider all information submitted in accordance with Section 3. The State will award the TOA to the contractor offering the most advantageous offer considering the technical and financial submissions.

### **4.2 TECHNICAL CRITERIA**

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

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1. Qualification and experience of proposed personnel as required in Section 3.2.1.B.
- Oral Presentations/Interviews

### **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 2.8 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 proposed personnel proposed in the TO Proposal that meet 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 both technical and financial submission shall be selected for the work assignment.

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

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

**ATTACHMENT 1 - PRICE PROPOSAL**

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS TORFP # J01B9200044

The proposed Contractor Resources must meet the TO qualifications as stated in Section 2.5 of the TORFP and the labor categories as stated in the CATS II Master Contract

Labor Categories	A	B	C
	Full Loaded Hourly Labor Rate	Total Class Hours Est. Annually	Total Proposed CATS II TORFP Price
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor <b>must</b> insert Proposed Labor Categories for this TORFP)			
<b>Year 1 (NTP – May 31, 2012)</b>	\$		\$
<i>Name of Resource #1 – Labor Category</i>	\$	1010	\$
<i>Name of Resource #2 – Labor Category</i>	\$	1010	\$
<b>TOTAL period 1</b>			<b>\$</b>
<b>Year 2 (Jun. 1, 2012 – May 31, 2013)</b>	\$		\$
<i>Name of Resource #1 – Labor Category</i>	\$	2020	\$
<i>Name of Resource #2 – Labor Category</i>	\$	2020	\$
<b>TOTAL period 2</b>			<b>\$</b>
<b>Year 3 (Jun. 1, 2013 – May 31, 2014)</b>	\$		\$
<i>Name of Resource #1 – Labor Category</i>	\$	2020	\$
<i>Name of Resource #2 – Labor Category</i>	\$	2020	\$
<b>TOTAL period 3</b>			<b>\$</b>
<b>Total Evaluated Price</b>			<b>\$</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 rate proposed must be fully loaded hourly rates. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE



## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # J01B9200044

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 MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.

The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 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 15<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 MBE payment activity for the reporting month.

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 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

Certified MBE Utilization and Fair Solicitation Affidavit

**This document shall be included with the submittal of the Offeror’s TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror’s TO Proposal is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to TORFP No. J01B9200044,  
I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of \_\_ percent and, if specified in the TORFP, sub-goals of **0 percent** for MBEs classified as African American-owned and **0 percent** for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of \_\_\_\_\_percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.

I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

- (a) Outreach Efforts Compliance Statement (Attachment D-3)
- (b) Subcontractor Project Participation Statement (Attachment D-4)
- (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
- (d) Any other documentation required by the TO Procurement Officer to ascertain offeror’s responsibility in connection with the certified MBE participation goal.

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

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

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

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

**Minority Business Enterprise Participation Schedule**

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J01B9200044	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

<b>TOTAL MBE PARTICIPATION:</b>	%
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	%
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	%

Document Prepared By: (please print or type)  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

**Minority Business Enterprise Participation Schedule (Continued)**

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

**Outreach Efforts Compliance Statement**

In conjunction with the bid or offer submitted in response to TORFP # J01B9200044  
I state the following:

2. Offeror identified opportunities to subcontract in these specific work categories:

Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

Offeror made the following attempts to contact personally the solicited MBEs:

Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

This project does not involve bonding requirements.

Offeror did/did not attend the pre-proposal conference

No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title
		_____
		Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

**Subcontractor Project Participation Statement**

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)  
conjunction with TORFP No. J01B9200044  
it and \_\_\_\_\_,  
(Subcontractor Name)

**MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the subcontractor shall:**

(Describe work to be performed by MBE):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

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

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

Prime Contractor Signature

Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

**Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report**

Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due by the 10<sup>th</sup> of the following month.</b>	CATS II TORFP # J01B9200044 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>			
1.			
2.			
3.			
<b>Total Dollars Unpaid: \$ _____</b>			

\*\*If more than one MBE subcontractor is used for this contract, please use separate forms.

**Return one copy of this form to the following address:**

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

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS



ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

**Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report**

Report #: _____  Reporting Period (Month/Year): __/_____  <b>Report Due By the 10<sup>th</sup> of the following Month.</b>	CATS II TORFP # J01B9200044 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____ Contact Person: _____		

**Return one copy of this form to the following address:**

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

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

Submit as required in TO Contractor MBE Reporting Requirements

## ATTACHMENT 3 - Task Order Agreement

### CATS II TORFP # J01B9200044 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this \_\_\_\_ of \_\_\_\_\_, 2012 by and between MASTER CONTRACTOR and the STATE OF MARYLAND, Maryland Department of Transportation (MDOT), Office of Transportation Technology Services (OTTS).

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 Department of Transportation (MDOT), OTTS, as identified in the CATS II TORFP # J01B9200044.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # J01B9200044, 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 June 1, 2009.
  - 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 Department of Transportation and MASTER CONTRACTOR.
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - FINANCIAL.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
  - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS II TORFP
    - c. Exhibit B – TO Proposal-Technical

d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be 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 \_\_\_\_\_, commencing on the date of Notice to Proceed and terminating on May 31, 2014.

4. Consideration and Payment

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

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

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO CONTRACTOR NAME

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, Maryland Department of Transportation

\_\_\_\_\_  
By: Thomas Hickey, Director of Procurement

\_\_\_\_\_  
Date

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

**ATTACHMENT 4 - Conflict Of Interest Affidavit and Disclosure**

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

B. "Person" has the meaning stated in COMAR 21.01.02.01B(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 5 - Labor Category 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. The summary is required to be signed 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 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 6 - Directions to the Pre-TO Proposal Conference**

7201 Corporate Center Drive, Hanover, MD 21076  
Conference Room – Harry Hughes 3

Due to Space Limitations and the potential for a large number of vendors attending, please limit attendance to one (1) person from each prime interested in submitting a proposal.

### **From the South**

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

### **From the North**

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

### **Marc Train Service**

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

### **Light Rail Service**

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



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

This Non-Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 2012, 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 #J01B9200044 for OTTS Data Management Oracle Database Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to 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 referenced above, 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, Maryland Department of Transportation, OTTS 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 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

**THIS NON-DISCLOSURE AGREEMENT** ("Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 2012, by and between the State of Maryland ("the State"), acting by and through its Maryland Department of Transportation, Office of Transportation Technology Services (OTTS) (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 Data Management Oracle Database Support TORFP No. J01B9200044, dated \_\_\_\_\_, (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 this task order (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:**

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

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

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

**Maryland Department of Transportation:**

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

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

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

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

## ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS II Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS II master contract. Requirements for TO management can be found in the CATS II master contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the **Checklist Due Date** below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to [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>TO Title:</b>	
<b>TO Number:</b>	
<b>TO Type (Fixed Price, T&amp;M, or Both):</b>	
<b>Checklist Issue Date:</b>	
<b>Checklist Due Date:</b>	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	

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 ÷ 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) \_\_\_\_\_

**ATTACHMENT 10 – LIVING WAGE AFFIDAVIT OF AGREEMENT**

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

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

Address \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT 11 – AGENCY ACCEPTANCE OF DELIVERABLE FORM**

Agency Name: MDOT  
TORFP Title: Data Management Oracle Database Support  
TO Manager: Clifton Johnson

**To:**

The following deliverable, as required by TO Agreement #J01B9200044, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

SUBMIT AS REQUIRED IN THE DELIVERABLES SECTION OF THIS 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**

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