



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

**OTTS DATA MANAGEMENT ORACLE DATABASE SUPPORT**

CATS+ TORFP #  
[J01B3400035](#)

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

**ISSUE DATE:** July 24, 2013

## TABLE OF CONTENTS

<b>SECTION 1 - ADMINISTRATIVE INFORMATION.....</b>	<b>5</b>
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT.....	5
1.2 TO AGREEMENT.....	5
1.3 TO PROPOSAL SUBMISSIONS.....	5
1.4 ORAL PRESENTATIONS/INTERVIEWS.....	5
1.5 MINORITY BUSINESS ENTERPRISE (MBE).....	5
1.6 CONFLICT OF INTEREST.....	5
1.7 NON-DISCLOSURE AGREEMENT.....	6
1.8 LIMITATION OF LIABILITY CEILING.....	6
1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES.....	6
1.10 IRANIAN NON-INVESTMENT.....	6
1.11 LIVING WAGE.....	6
1.12 CHANGE ORDERS.....	6
1.13 TRAVEL REIMBURSEMENT.....	7
<b>SECTION 2 – SCOPE OF WORK.....</b>	<b>8</b>
2.1 PURPOSE.....	8
2.2 REQUESTING AGENCY INFORMATION.....	8
2.3 MANAGEMENT ROLES AND RESPONSIBILITIES.....	8
2.4 SYSTEM BACKGROUND AND DESCRIPTION.....	8
2.5 PROFESSIONAL DEVELOPMENT.....	11
2.6 REQUIREMENTS.....	11
2.6.1 RECURRING DAILY / WEEKLY / MONTHLY DUTIES.....	11
2.6.2 NON-RECURRING DUTIES.....	12
2.7 PREMISES AND OPERATIONAL SECURITY.....	17
2.8 WORK HOURS.....	17
2.9 SERVICE LEVEL AGREEMENT (SLA).....	18
2.10 PERFORMANCE EVALUATION.....	18
2.11 PERFORMANCE PROBLEM MITIGATION.....	18
2.12 SUBSTITUTION OF PERSONNEL.....	19
2.13 BACKUP / DISASTER RECOVERY.....	19
2.14 DELIVERABLES.....	19
2.15 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES.....	20
2.16 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS.....	21
2.17 TO CONTRACTOR EXPERTISE REQUIRED.....	21
2.18 INVOICE SUBMISSION.....	21
2.18.1 INVOICE FORMAT.....	22
<b>SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS.....</b>	<b>23</b>
3.1 REQUIRED RESPONSE.....	23
3.2 FORMAT.....	23
3.2.1 TECHNICAL PORTION OF THE TO PROPOSAL:.....	23
3.2.2 FINANCIAL PORTION OF THE TO PROPOSAL:.....	24
<b>SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT.....</b>	<b>25</b>
4.1 EVALUATION CRITERIA.....	25
4.2 TECHNICAL CRITERIA.....	25
4.3 SELECTION PROCEDURES.....	25

4.4	COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....	25
	<b>ATTACHMENT 1 - PRICE PROPOSAL .....</b>	<b>26</b>
	<b>ATTACHMENT 2 – TASK ORDER AGREEMENT .....</b>	<b>28</b>
	<b>ATTACHMENT 3 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....</b>	<b>31</b>
	<b>ATTACHMENT 4 - LABOR CATEGORY PERSONNEL RESUME SUMMARY .....</b>	<b>312</b>
	<b>ATTACHMENT 5 - NON-DISCLOSURE AGREEMENT (OFFEROR).....</b>	<b>324</b>
	<b>ATTACHMENT 6 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) .....</b>	<b>35</b>
	<b>ATTACHMENT 7 - TO CONTRACTOR SELF-REPORTING CHECKLIST .....</b>	<b>347</b>
	<b>ATTACHMENT 8 - LIVING WAGE AFFIDAVIT OF AGREEMENT .....</b>	<b>359</b>
	<b>ATTACHMENT 9 – PERFORMANCE EVALUATION .....</b>	<b>40</b>
	<b>ATTACHMENT 10 – CRIMINAL BACKGROUND CHECK AFFIDAVIT .....</b>	<b>50</b>
	<b>ATTACHMENT 11 – AGENCY RECEIPT OF DELIVERABLE FORM.....</b>	<b>51</b>
	<b>ATTACHMENT 12 – AGENCY ACCEPTANCE OF DELIVERABLE FORM.....</b>	<b>502</b>
	<b>EXHIBIT A.....</b>	<b>53</b>
	<b>ATTACHMENT 13 – <a href="#"><u>CERTIFICATION REGARDING INVESTMENTS IN IRAN</u></a> .....</b>	<b>514</b>

## KEY INFORMATION SUMMARY SHEET

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

<b>TORFP NAME:</b>	OTTS DATA MANAGEMENT ORACLE DATABASE SUPPORT
<b>FUNCTIONAL AREA:</b>	FA 6 – Systems/Facilities Management & Maintenance
<b>TORFP ISSUE DATE:</b>	07/24/2013
<b>Closing Date and Time:</b>	08/22/2013 at 2:00 PM
<b>TORFP Issuing Office:</b>	MDOT OTTS
<b>Questions and Proposals are to be sent to:</b>	Dave Devlin ddevlin@mdot.state.md.us
<b>TO Procurement Officer</b>	Dave Devlin Office Phone: 410-865-1230 Office Fax: 410-865-1388
<b>TO Manager:</b>	Clifton A. Johnson MDOT OTTS Data Management Support (DMS) Office Phone: 410-768-7503 Office Fax: 410 424-3752 <a href="mailto:cjohnson7@mdot.state.md.us">cjohnson7@mdot.state.md.us</a>
<b>Project Number:</b>	J01B3400035
<b>TO Type:</b>	Time and Material
<b>Period of Performance:</b>	5 years
<b>MBE Goal:</b>	0%
<b>Small Business Reserve (SBR):</b>	No
<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.

## **SECTION 1 - ADMINISTRATIVE INFORMATION**

### **1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT**

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

The TO Manager has the primary responsibility for the management of the work performed under the TOA; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ 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 above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed eight (8) MB, as two (2) attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J01B3400035. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS+ TORFP #J01B3400035 Technical." The second file will be the financial response to this CATS+ TORFP and titled, "CATS+ TORFP #J01B3400035 Financial." The following proposal documents shall 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 Classification Personnel Resume
- Attachment 7 – Non-Disclosure Agreement (Offeror)
- Attachment 10 – Living Wage Affidavit of Agreement
- Certifications- (If applicable)
- Attachment 15 – Iranian Certification

### **1.4 ORAL PRESENTATIONS/INTERVIEWS**

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

### **1.5 MINORITY BUSINESS ENTERPRISE (MBE)**

This Sub-section is not applicable to this TORFP.

### **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 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, PO BOX 548, Hanover, Maryland 21076. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 7. Please contact the TO Manager of this TORFP to schedule an appointment.

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

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

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

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

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS+ TOs. This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS+ 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 (6) month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

### **1.10 IRANIAN NON-INVESTMENT**

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 15 of this TORFP.

### **1.11 LIVING WAGE**

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

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 10 for a copy of the Living Wage Affidavit Agreement.

### **1.12 CHANGE ORDERS**

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in

the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

### **1.13 TRAVEL REIMBURSEMENT**

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

**The remainder of this page is intentionally left blank.**

## SECTION 2 – SCOPE OF WORK

### 2.1 PURPOSE

The Maryland Department of Transportation (MDOT) Office of Procurement is issuing this CATS + TORFP to obtain two (2) highly qualified Oracle Database Administration resources for the Office of Transportation Technology Services. The MDOT and the OTTS wish 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. 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 and propose any appropriate actual CATS+ labor category.

### 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.

### 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** - 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.

**TO Contractor Manager** - 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 TO 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 2.11. TO Contractor Management is responsible for making payments to the TO Contractor Personnel.

### 2.4 SYSTEM BACKGROUND AND DESCRIPTION

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 Oracle 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 shall work with OTTS 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 – Maryland Aviation Authority (MAA) Maximo v4 production database

PMPA - MPA Maximo v4 production database

PMTA – Maryland Transit Administration(MTA) Maximo v4 production database

TMPA - MPA Maximo v4 test database

TMTA - MTA Maximo v4 test database

PMVA - Parent Teach Student Organization 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 – Integrated Resource Plan (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 (Database Administrator (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 backups and cold backups. These backups can be user-managed (Oracle 9i and Oracle 10g) or Recovery Manager (RMAN) (Oracle 10g). They also consist of Data files, control files, online redo logs & archived files. We use RMAN for hot backups and scripts for cold backup.

#### Hot backups

For hot backups, 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 storage overhead. When the backup job runs for the first time it will take a full base backup and the second 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 RMAN w/ Recovery Catalog for Backup Management
- Oracle Flash Recovery Area and Block Change Tracking (future use)
- Oracle Data Pump
- Oracle Export
- Oracle Enterprise Manager Grid Control RMAN Integration (future use)
-

## 2.5 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 shall 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.

## 2.6 REQUIREMENTS

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

### 2.6.1 RECURRING DAILY / WEEKLY / MONTHLY DUTIES

#### Daily Tasks:

1. Monitoring the production and development databases by checking database log files.
2. Monitoring the Data Guard status ensuring log transport and switch over functionality.
3. Using Spotlight on Oracle tool to monitor the databases and Toad, SQL developer for advanced coding.
4. Monitoring Oracle RMAN, Export, and user-managed backup jobs.
5. Monitoring the backup reports.
6. Monitoring performance and space on the servers and databases.
7. Handling the regular service tickets from the developers and application users for issues concerning the database.
8. Providing as needed support during non-business hours.
9. Maintaining database security.

#### Weekly Tasks:

10. Creating Oracle scripts for Oracle exports, hot/cold backups, RMAN and Windows Scripts for scheduling jobs through Windows Scheduler.
11. Scheduling daily, weekly, monthly and yearly jobs from Grid Control and Windows Scheduler.
12. Working with Oracle support to resolve the bugs.
13. Using Database Diagnostic Pack and tuning pack to resolve performance related issues.
14. Conducting Data modeling using tools ERWIN and TOAD Data Modeler.
15. Providing security by auditing database objects at various levels based on the users' requirements.
16. Coordinating with network team for resolving issues pertaining to the data center.
17. Managing the database users in production, testing and development.
18. Performing database refreshes based on the needs of the developer.
19. Reviewing the code from the developer and executing it in production databases.
20. Providing operational and technical guidance as required.
21. Interacting with developers on Oracle support teams.
22. Providing database performance monitoring.
23. Providing database space management.
24. Monitoring, maintaining, upgrading, patching and tuning Oracle databases.
25. Managing database accounts and user accounts.

#### Monthly Tasks:

26. Creating standalone or data guarded databases in development, test and production servers using Database Configuration Assistant (DBCA) and/or command line scripts.
27. Providing Oracle patching for updates and bug fixes using Opatch utility.
28. Generating database monthly availability report.
29. Assuring maximum utilization of existing hardware and resources.
30. Establishing and maintaining operational procedures and practices.
31. Designing, updating and implementing new scripts.
32. Diagnosing and resolving query performance.
33. Providing database patch management.
34. Reorganizing tablespaces and tables using Space Manager, moving data into new tablespaces as needed.
35. Repairing chained rows using Space Manager.
36. Creating monthly maintenance reports to monitor memory allocations, redoing and archiving logs, tablespace sizing and extents and chained rows.
37. Maintaining and periodically testing backup and recovery process for Oracle databases for disaster recovery readiness.
38. Running Automated Database Diagnostics Monitor (ADDM) report.
39. Working on data integration strategies.
40. Configuring and managing Simple Mail Transfer Protocol (SMTP) Server.
41. Working on contingency plans.
42. Developing migration plans.
43. Providing space management, capacity planning and management, backup and recovery planning.
44. Providing data migration, conversion and replication strategies.
45. Performing periodic database cloning from production to development and test environments.
46. Maintaining database standards, reviews, documentation, and quality assurance.
47. Participating in full development cycle of application from design to testing and implementation, on-call production, test and development support.

## **2.6.2 NON-RECURRING DUTIES**

### **General**

1. Performing Oracle software installation like database binaries, Client, Connection Manager, Grid Control and agents.
2. Configuring listener using NETwork Configuration Assistant NETCA tool.
3. Performing database upgrades (Oracle 9i to 10g, 10g to 11g).
4. Performing database migration from 32 bit servers to 64 bit and also Windows 2003 to Windows 2008.
5. Providing capacity planning during migration time or for any new requirements.
6. Providing data archiving.
7. Documenting the various installations and migrations performed.
8. Configuring Data Guard.
9. Configuring Spotlight and Space Manager for all databases.
10. Using Log Miner to mine the redo logs.
11. Migrating of MS Access applications to Oracle as per the project management and development teams' needs.
12. Providing guidelines to network team to stand up an Oracle database server.
13. Troubleshooting the application connection issues on user machines.
14. Providing database restoration from the backup based on the user's need.

15. Identifying and resolving performance problems involving the applications and associated hardware.
16. Working with network support staff to troubleshoot connectivity issues.
17. Defining system specifications, analyzing malfunctions and developing solutions.
18. Developing and monitor backup strategies – RMAN, DATA PUMP, disaster recovery, etc.
19. Assisting in setting long-range plans and goals for performance.
20. Providing capacity planning - database creation, upgrade, migration, etc.
21. Providing implementation of Data Guard.
22. Performing database coding to provide end-user solutions or foundations for other application development.
23. Insuring data integrity and performing data cleansing.
24. Working with application development to convert the data model into a physical database.
25. Training backup DBAs and others as needed.
26. Ensuring that recovery strategies for production and development are fully tested.
27. Supporting auditor requirements and implementing auditor recommendations on all database servers.
28. Designing, developing, testing and implementing new systems as needed.

#### **Server Configuration**

29. Configuring the server.
30. Determining and setting sizing parameters for database structures
31. Creating and managing temporary, permanent and undo tablespaces.
32. Striping data files across multiple physical devices and locations.
33. Configuring the database environment to support optimal data access performance.
34. Creating and managing database configuration files and big file tablespaces.
35. Creating and managing multiple network configuration files.
36. Creating and configuring a listener.
37. Configuring the database instance to support shared server connections.
38. Managing Oracle network processes (the listener control utility).
39. Configure the network environment to allow connections to multiple databases.

#### **Enterprise Manager Grid Control**

40. Installing the Enterprise Manager Grid Control software.
41. Configuring the Enterprise Manager repository.
42. Creating Enterprise Manager Grid Control users.
43. Using Enterprise Manager to modify a database configuration.
44. Using Enterprise Manager to modify database availability.
45. Creating and manage jobs.
46. Creating and monitoring alerts.
47. Creating notifications.
48. Implementing Grid Control and Database Control.
49. Choosing the appropriate tablespace type for the intended use.
50. Creating scheduler jobs.
51. Assigning jobs to windows.
52. Creating programs.
53. Configuring alerts for OS, database, applications and application servers.
54. Installing the Enterprise Manager Grid Control infrastructure.

55. Deploying Enterprise Manager Grid Control agents.
56. Configuring Grid Control for business requirements.
57. Providing single or mass deployment of Grid Agents.
58. Configuring Grid Agent for Oracle, for centralized monitoring.

### **Managing Database Availability**

59. Creating a recovery catalog database.
60. Configuring RMAN.
61. Using RMAN to perform database backups.
62. Using RMAN to perform complete database restore and recovery operations.
63. Setting Flashback database parameters.
64. Monitoring Flashback database logs and statistics.
65. Performing a Flashback database operation.
66. Configuring a FRA.

### **Data Management**

67. Implementing fine grained auditing.
68. Creating a secure application role.
69. Giving specific privileges for a Flashback query.
70. Setting parameters for retaining undo.
71. Implementing fine grained access control.
72. Creating and manage contexts.
73. Using SQL\*Loader.
74. Implementing transportable tablespaces between homogeneous and heterogeneous systems (using different methods of moving files).
75. Choosing the appropriate partition method. (range, hash, list and composite).
76. Choosing the appropriate partition key.
77. Choosing appropriate indexing methods (local, global, prefixed and non-prefixed).
78. Performing partition maintenance operations.
79. Maintaining indexes on a partitioned table.
80. Creating and managing Large Object (LOB) segments.
81. Applying parallelism appropriately.
82. Tuning memory for parallel operations.
83. Setting parallel parameters.

### **Data Warehouse Management**

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

### **Performance Management**

94. 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.
95. Using database replay to test system workload.
96. Installing Statspack.
97. Adjusting the default interval for statistics collection.
98. Customizing the events that are monitored.
99. Using ADDM to analyze statistics and to identify performance bottlenecks and fix them.
100. Implementing automatic shared memory management.
101. Monitoring and tuning System Global Area areas that are not automatically tuned.
102. Implementing automatic SQL execution memory management.
103. Tuning the Program Global Area (PGA) using work area size parameters.
104. Using the PGA Advisor.
105. Creating a Database Resource Manager plan with directives (active session, count, max execution time).
106. Creating consumer groups.
107. Configuring consumer group mappings.
108. Providing service management.
109. Creating and managing objects to accommodate different data access methods (schema tuning).
110. Using the SQL tuning advisor.
111. Using the SQL Access advisor.
112. Gathering optimization statistics.
113. Interpreting execution plan.
114. Using SQL tuning tools and features.

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

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

#### **Data Guard**

129. Creating and utilizing a physical standby database.
130. Creating and utilizing a logical standby database.
131. Setting up log transport services for various levels of protection.
132. Configuring the network environment to allow communications between the standby database and the primary database.
133. Opening the physical standby database in a “read-only” state.

134. Performing a switchover operation and a failover operation.
135. Implementing Data Guard using Grid Data Guard Manager and DGMGRL.
136. Configuring archive log deletion policy for the Data Guard configuration.
137. Configuring the Data Guard environment to reduce the overhead of fast incremental backups on the primary database.

#### **Database Security**

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

#### **New Technology**

151. 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.
152. Coordinating the installation and implementing of database management system software and related software tools with contractors, other database management staff and system users.
153. Developing and implementing new database management policies, procedures and standards.

#### **Configuration/Change Management**

154. Fulfilling any and all duties and responsibilities outlined in this TORFP in conformance with said policies and procedures of the configuration management section of OTTS..
155. Making recommendations to and creating, providing and maintaining 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.
156. Making changes to any of the systems, only with the express written approval of the TO Manager.

#### **Security and Operational Compliance**

157. Conforming 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.



## **2.7 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 IT 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 MDOT Port Administration (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

## **2.8 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 shall work an eight (8) 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" below.
- B) Non-Business Hours Support: Once assigned, and personnel have demonstrated an understanding of the DMS infrastructure, the TO Contractor Personnel shall 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 14-day period, two weeks out of every six (6) to eight (8) 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.

## 2.9 SERVICE LEVEL AGREEMENT (SLA)

The MDOT OTTS 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.

Service Levels	Phone Response Time	On-Site Resolution Time	Response Availability	Business & Financial Exposure
Critical	10 minutes or less	One (1) hour or less	7 days/week, 24 hours a day on a rotating basis (see "Work Hours").	Issue creates an <i>immense</i> business or financial risk exposure.
Emergency	30 minutes of less	Two (2) Hours or less	7 days/week, 24 hours a day on a rotating basis (see "Work Hours").	Issue creates a <i>serious</i> business or financial risk exposure.
Urgent	One (1) hour or less	Eight (8) Hours or less	7 days/week, 24 hours a day on a rotating basis (see "Work Hours").	Issue creates a <i>moderate</i> business or financial risk exposure.
Routine	Four (4) hours or less	Seven (7) days or less	When necessary for project completion or problem resolution	Issue creates a <i>low</i> business or financial risk exposure.
Low	One (1) day or less	30 days or less	When necessary for project completion or problem resolution	Issue creates a <i>very low</i> business or financial risk exposure.

## 2.10 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on an annual basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 11. Performance issues identified by the agency are subject to the mitigation process described in Section 2.11 below.

## 2.11 PERFORMANCE PROBLEM MITIGATION

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

- The TO Manager will notify the TO Contractor and MDOT Contract Management Office in writing describing the problem and delineating remediation requirements;
- The TO Contractor shall have three (3) business days to respond with a written Remediation Plan;
- The Remediation Plan shall be implemented immediately upon acceptance by the TO Manager;
- Should performance issues persist, the TO Manager will notify MDOT CMO; and
- MDOT CMO will give written notice to the TO Contractor to request immediate removal, or substitution of the individual whose performance is at issue.

## **2.12 SUBSTITUTION OF PERSONNEL**

The substitution of personnel shall comply with Section 2.9.6 of the CATS+ Master Contract.

## **2.13 BACKUP / DISASTER RECOVERY**

- The TO Contractor Personnel shall support Backup/Disaster Recovery for all databases listed in Section 2.4. Please keep in mind that the databases listed in Section 2.4 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 RMAN 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).

## **2.14 DELIVERABLES**

For each deliverable, the TO Contractor shall submit to the TO Manager the appropriate document(s). Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A written draft 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.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall document such delivery in and Agency Receipt of Deliverable Form (Attachment 13). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

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 14). 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 (Reference Section 2.18 Invoice Submission).

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 Description</b>	<b>Acceptance Criteria</b>	<b>Due Date / Frequency</b>
<b>2.14.1</b>	<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.	By the tenth calendar day of the following month.
<b>2.14.2</b>	<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.	By the tenth calendar day of the following month.
<b>2.14.3</b>	<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.	By the tenth calendar day of the following month.
<b>2.14.4</b>	<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.	By the tenth calendar day of the following month.

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

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

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards

- The State of Maryland Enterprise Architecture.

## **2.16 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

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

### **Required Experience**

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

## **2.17 TO CONTRACTOR EXPERTISE REQUIRED**

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; and
- 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; and
- It is desirable that they possess a certification for Oracle 10g or Oracle 11g.

## **2.18 INVOICE SUBMISSION**

Invoices shall 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. Invoices for O&M work should be submitted within the first five (5) business days of each month for the work performed in the previous month.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ 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.

### **2.18.1 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**  
**Linwood Floyd**  
**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.

## SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 3.1 REQUIRED RESPONSE

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

### 3.2 FORMAT

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

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

##### 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) Identify and provide no more than one (1) resume for all proposed personnel by labor category.
- 2) Documentation that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.16.
- 3) Complete and provide with the proposal submission, Attachment 5 – Labor Classification Personnel Resume Summary for each proposed resource. Attachment 5 must be signed by the proposed resource.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

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

- 1) Provide three (3) examples of work assignments that each of the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:
  - a) Name of organization.
  - b) Name, title, and telephone number of point-of-contact for the reference.
  - c) Type and duration of contract(s) supporting the reference.
  - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
  - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- 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.

Note: State of Maryland experience can be included as part of Section 3 above as project or contract experience. State of Maryland experience is neither required nor gives more weight in proposal evaluations.

D) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

E) Confidentiality

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

**3.2.2 FINANCIAL PORTION OF THE TO PROPOSAL:**

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. Price sheet shall NOT be altered in any way.



## **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+ TORFP. In making the TOA award determination, MDOT 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 both 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.
- Personnel experience required in Section 3.2.1.B.

### **4.3 SELECTION PROCEDURES**

- TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.16 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.
- 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.
- The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications. Contractor must provide a current contact name and number to set up interviews and candidate must be available within a reasonable time frame.
- Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 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), Background Check Affidavit, a Purchase Order, and by a Notice to Proceed authorized by the TO Manager.

**ATTACHMENT 1 - PRICE PROPOSAL**

PRICE PROPOSAL FOR CATS+ TORFP # **J01B3400035**  
LABOR CATEGORIES

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>shall</b> insert Proposed Labor Categories for this TORFP)			
<b>Year 1</b>	\$		\$
<i>Name of Resource #1 – Labor Category</i>	\$	2020	\$
<i>Name of Resource #2 – Labor Category</i>	\$	2020	\$
<b>TOTAL period 1</b>			\$
<b>Year 2</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>Year 3</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>Year 4</b>	\$		\$
<i>Name of Resource #1 – Labor Category</i>	\$	2020	\$
<i>Name of Resource #2 – Labor Category</i>	\$	2020	\$
<b>TOTAL period 4</b>			\$
<b>Year 5</b>	\$		\$
<i>Name of Resource #1 – Labor Category</i>	\$	2020	\$
<i>Name of Resource #2 – Labor Category</i>	\$	2020	\$
<b>TOTAL period 5</b>			\$
<b>Total Evaluated Price (<a href="#">Total Price for Period 1 – 5</a>)</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 shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower, and shall include all direct and indirect costs including all travel costs and profit for the Master Contractor to perform under the TOA. All hourly labor rates are fully loaded rates. All price proposals shall be valid for 120 days.

**THIS PRICE SHEET SHALL NOT BE ALTERED.**

**SUBMIT WITH THE FINANCIAL RESPONSE**

## ATTACHMENT 2 - TASK ORDER AGREEMENT

### CATS+ TORFP # J01B3400035 OF MASTER CONTRACT # 060B2490023

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 20\_\_\_\_ by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, Maryland Department of Transportation, Office of Transportation Technology Services (MDOT/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 MDOT/OTTS, as identified in the CATS+ TORFP #J01B3400035.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # J01B3400035, dated **MONTH DAY, YEAR**, including any addenda.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated \_\_\_\_\_.
  - d. “TO Procurement Officer” means Dave Devlin. 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 MDOT/OTTS and **MASTER CONTRACTOR**.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means Clifton A. Johnson 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+ TORFP dated **date of TO Proposal – Technical**.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS+ 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+ 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. CATS+ TORFP
- c. TO Proposal-Technical
- d. 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+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of [REDACTED], commencing on the date of Notice to Proceed and terminating on MONTH DAY, YEAR.

### 4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed 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+ 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 [REDACTED]. 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, Office of  
Transportation Technology Services

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

\_\_\_\_\_  
Date

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

**ATTACHMENT 3 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

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

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

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

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

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

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

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

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

## ATTACHMENT 4 – LABOR CATEGORY PERSONNEL RESUME SUMMARY

### INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is required at the time of the interview.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 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 5 - NON-DISCLOSURE AGREEMENT (OFFEROR)**

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP #J01B3400035 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 \_\_\_\_\_. 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 its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Dave Devlin, Maryland Department of Transportation 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 five (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 1.3 OF THE TORFP**

## ATTACHMENT 6 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland (“the State”), acting by and through its Maryland Department of Transportation, Office of Transportation Technology Services (MDOT/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 OTTS Data Management Oracle Database Support TORFP No. J01B3400035 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services Plus Procurement issued by the Department, Project Number 060B2490023; and

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

**MDOT/OTTS:**

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

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

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

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

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

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

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

## ATTACHMENT 7 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TOs) awarded under the CATS+ master contract. Requirements for TO management can be found in the CATS+ master contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the **Checklist Due Date** below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to [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? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, explain why) _____	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? <b>Yes</b> <input type="checkbox"/> <b>No</b> <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? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, explain why) _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, explain why) _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, explain why) _____	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, explain why) _____	
C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? <b>Yes</b> <input type="checkbox"/> <b>No</b> <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% ( $3,000 \div 10,000 = 0.30$ ))**

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

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

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

Yes  No

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

\_\_\_\_\_

#### Section 5 – TO Change Management

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

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

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes  No

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

\_\_\_\_\_

D) Is the change management procedure being followed?

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

**ATTACHMENT 8 – 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 9 – PERFORMANCE EVALUATION**

**CATS Task Order #/Description:** \_\_\_\_\_

**Name of Contractor being evaluated:** \_\_\_\_\_

<b>DEPENDABILITY</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Lateness, Punctuality		5		3	2	1	+
Compliance with TO Manager’s Requirements for Pre-Approval of Leave		5		3	2	1	+
Total Raw Score							=
Total Raw Score	10			6 - 5	4 - 3		2
<b>Rating for Dependability</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>INITIATIVE</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Contribution		5	4	3	2	1	+
Advancement in the field		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	10 - 9	8 - 7	6 - 5	4 - 3	2		
<b>Rating for Initiative</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>INTERPERSONAL RELATIONSHIPS</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Customer Service		5	4	3	2	1	+
Communication		5	4	3	2	1	+
Cooperation				3	2	1	+
Tact				3	2	1	+
Adaptability to Change		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	21 - 20	19 - 17	16 - 13	12 - 8	7 - 5		
<b>Rating for Interpersonal Relationships</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>WORK HABITS</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Meeting Target & Timetables		5	4	3	2	1	+



Communication with TO Manager	5	4	3	2	1	+
Use of Time	5	4	3	2	1	+
Organization of Work Environment	5		3	2	1	+
Total Raw Score						=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4	
<b>Rating for Work Habits</b>	Far Exceeds	Exceeds	Meets	Below	Far Below	

<b>JOB KNOWLEDGE</b>	Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Policies, Procedures, Practices	5	4	3	2	1	+
Organizational Skills	5	4	3	2	1	+
Equipment / Technology	5	4	3	2	1	+
Terminology	5	4	3	2	1	+
Total Raw Score						=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4	
<b>Rating for Job Knowledge</b>	Far Exceeds	Exceeds	Meets	Below	Far Below	

<b>JOB QUALITY</b>	Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Timely Completion of Assignments	5	4	3	2	1	+
Problem Solving	5	4	3	2	1	+
Accuracy	5	4	3	2	1	+
Work Process / Product / Services	5	4	3	2	1	+
Working Under Pressure	5	4	3	2	1	+
Total Raw Score						=
Total Raw Score	25 - 23	22 - 18	17 - 13	12 - 8	7 - 5	
<b>Rating for Job Quality</b>	Far Exceeds	Exceeds	Meets	Below	Far Below	

<b>JOB QUANTITY</b>	Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Volume of Work	5	4	3	2	1	+
Total Raw Score						=
Total Raw Score	5	4	3	2	1	
<b>Rating for Job Quantity</b>	Far Exceeds	Exceeds	Meets	Below	Far Below	

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

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

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

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

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

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

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



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

---

**Signature of Contractor**

**Date**

---

**Signature of Evaluator**

**Date**

ATTACHMENT 10 – CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

- A. I hereby affirm that \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Attachment 12
- B. I hereby affirm that the \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has provided \_\_\_\_\_ (Agency) \_\_\_\_\_ with a summary of the security clearance results for all of the candidates that will be working on Task Order Data Management Oracle Database Support #J01B3400035 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

\_\_\_\_\_  
Master Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

I acknowledge receipt of the following:

TORFP Title: Data Management Oracle Database Support

TO Agreement Number: #J01B3400035

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

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

Name of TO Manager: Clifton A. Johnson

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

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

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature

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

**SUBMIT AS REQUIRED IN SECTION 2.14 OF THE TORFP**

**ATTACHMENT 12 – AGENCY ACCEPTANCE OF DELIVERABLE FORM**

Agency Name: Maryland Department of Transportation, Office of Transportation Technology Services  
TORFP Title: OTTS Data Management Oracle Database Support  
TO Manager: Clifton A. Johnson, 410-768-7503

**To:**

The following deliverable, as required by TO Agreement #J01B3400035 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

**EXHIBIT A**

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

**Printed Name and Address  
of Employee or Agent**

**Signature**

**Date**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

|

**ATTACHMENT 13 CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

**The Investment Activities in Iran list is located at: [www.bpw.state.md.us](http://www.bpw.state.md.us)**

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

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

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

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

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

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

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

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

Witness Signature and Date: \_\_\_\_\_

