



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

**IBM MAINFRAME MULTIPLE VIRTUAL SYSTEMS (MVS)
SYSTEMS PROGRAMMING SUPPORT**

CATS II TORFP #

J01B9200032

5% SMALL BUSINESS PREFERENCE

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

ISSUE DATE: May 24, 2010

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KEY INFORMATION SUMMARY SHEET

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

TORFP NAME:	IBM Mainframe MVS Systems Programming Support
FUNCTIONAL AREA:	FA6 System Operations, Maintenance & Support
TORFP ISSUE DATE:	May 24, 2010
Closing Date and Time:	June 29, 2010 at 2:00 PM
TORFP Issuing Office:	Maryland Department of Transportation Office of Transportation Technology Services
Questions and Proposals are to be sent to:	TO Procurement Officer – Barbara Ryer Telephone Number: 410-865-1129 Email Address: bryer@mdot.state.md.us
TO Procurement Officer	Barbara Ryer Office of Procurement Office Phone: 410-865-1129 Email: bryer@mdot.state.md.us
TO Manager:	Cathy Caster MDOT OTTS System Software Support Office Phone: (410) 787 – 7868 FAX : (410) 424-3752 Ccaster@mdot.state.md.us
Project Number:	J01B9200032
TO Type:	Time and Materials
Period of Performance:	January 1, 2011 – May 31, 2014
MBE Goal:	0 percent
Small Business Reserve (SBR):	No – 5% Small Business Preference
Primary Place of Performance:	One Orchard Road Glen Burnie, Maryland 21060
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Office Desk Space and networked PC with email and software applications for on-site staff.
TO Pre-Proposal Conference:	MDOT Headquarters, Richard Trainor Conf. Rm, 1 st . Floor 7201 Corporate Center Dr., Hanover, Md. 21076 June 7, 2010 – 1:00 PM See Attachment 6 for Directions

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TOA, Attachment 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 as two attachments in MS Word format. **Please note that the MDOT system has an 8 mb limit on email transmissions.** The "subject" line in the e-mail submission shall state the TORFP # **J01B9200032**. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # **J01B9200032** Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # **J01B9200032** Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 - Labor Classification Personnel Resume Summary
- Attachment 7- Non-Disclosure Agreement (Offeror)
- Attachment 8- Non-Disclosure Agreement (TO Contractor)
- Attachment 10 – Living Wage Affidavit of Agreement
- Certifications (if applicable)

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 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.

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at MDOT/OTTS, One Orchard Road, Glen Burnie, MD. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Manager of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 7.

1.7 LIMITATION OF LIABILITY CEILING

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

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

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

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The Maryland Department of Transportation (MDOT), Office of Transportation Technology Services (OTTS) wishes to continue to provide an IT computing infrastructure management program that is consistent with the State of Maryland and well-known Information Technology best practices and standards. MDOT is issuing this CATS II TORFP to acquire the services from a TO Contractor for technical support of the OTTS IBM mainframe. The TO Contractor shall be accountable for effectively and efficiently maintaining high availability, reliability and integrity of the operating system, sub-systems, and Independent Software Vendor (ISV) program products for the IBM zSeries mainframe. These services will include the planned installation, testing, and maintenance of system software with the appropriate versions, releases and maintenance levels by senior-level personnel. The Master Contractor shall provide two (2) full-time resources in response to this TORFP.

2.2 REQUESTING AGENCY INFORMATION

The Maryland Department of Transportation (MDOT), Office of Transportation Technology Services (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.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

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

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

TO Contractor Management will receive status reports and time reports from the TO Contractor Personnel, and will provide invoices to MDOT as specified under Section 2.11. TO Contractor Management is responsible for making payments to the TO Contractor Personnel.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

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 Transportation Business Units (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 is responsible for the delivery and technical support of various software and hardware platforms including the systems programming and maintenance support of an IBM mainframe zSeries enterprise server system, direct-access storage devices (DASD) and tape subsystems, and all associated peripherals. OTTS

implements MDOT's information technology vision, standards, architecture, and planning processing, along with providing internal data, information, and communications services to our clients.

The OTTS data center services are mainframe-centric and the support services necessary shall include but not be limited to, the delivery of requisite systems programming/administrative skills and expertise to ensure high availability, reliability, security, and performance of the operating systems, sub-systems and ISV program products for the IBM zOS mainframe platform.

The current mainframe operating system is z/OS Version 1 Release 11. Below is a description of the supported software environment:

IBM Software Product Environment:

z/OS 1.11

DB2 UDB for zOS Version 8

CICS Transaction Server for zOS Version 3.2

WebSphere Message Queuing for zOS

Enterprise COBOL Version 4

QMF Classic Edition

Fault Analyzer

File Manager

Debug Tool Utilities & Advanced Functions

IBM Tivoli Omegamon suite including:

DE,

XE for CICS,

XE for Networks,

XE on zOS,

XE for DB2PM,

Management Console

DB2 Tools suite including:

DB2 Log Analysis Tool

DB2 Utilities Suite

DB2 Table Editor

DB2 Test Database Generator

DB2 SQL Performance Analyzer

DB2 Automation Tool

DB2 Administration Tool

DB2 High Performance Unload

Independent Software Vendor (ISV) Product Environment:

Allen Systems Group JCL-Prep

Allen systems Group ViewDirect

Computer Associates Advantage Datacom/AD

Computer Associates AllFusion Endeavor Change manager

Computer Associates AllFusion InterTest Batch

Computer Associates AllFusion InterTest for CICS

Computer Associates BrightStor CA-1 Tape Management

Computer Associates CA90's Common Services

Computer Associates e-Trust ACF2 Security

Computer Associates eTrust Examine Auditing

Computer Associates Unicenter Easytrieve Plus Report Generator

Computer Associates Unicenter Jobtrack
Computer Associates Unicenter Spool Print Manager
Compuware FileAid
Information Builders iWay Reporting Server
Information Builders WebFOCUS Web Components
MacKinney CICS/JSUB
MacKinney Listcat Plus
MacKinney Batch to CICS
PKWare PKZip for zSeries
SAS
Sterling Commerce GenTran Plus
Sterling Commerce Supertrac
Sun/StorageTek silo software
SyncSort for zOS
Williams Data Systems FTP Alert/ZEN

2.5 PROFESSIONAL DEVELOPMENT

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

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of, but not be limited to, the following recurring duties:

Operating Environment Software Support:

- Install, configure, customize, maintain and use operating systems and network control software (i.e., zOS, TCP/IP, VTAM, Netview, etc.)
- Monitor zOS software environment, using available monitoring tools.
- Troubleshoot and conduct problem determination.
- Maintain Hardware Management Console (HMC) environment.
- Develop and support system exits and utility programs.
- Maintain site-specific reporting system on mainframe configuration changes.
- Conduct periodic audits of software configuration using CA-Examine.
- Develop standards.
- Produce implementation plan and other technical/user documentation.

CICS Support:

- Install, configure, and maintain CICS software, parameters and tables.
- Monitor CICS online systems for performance issues and enhancements.
- Develop and enhance regions in accordance with required application support.
- Troubleshoot and conduct problem determination in CICS online transaction-based application systems.
- Produce implementation plan and other technical/user documentation.

Disaster Recovery Technical Planning and Support:

Examine the current mainframe disaster recovery processes.
Make recommendations based on business continuity best practices and MDOT OTTS requirements.
Perform periodic and regular disaster recovery and fail-over tests to ensure adequacy of plan.
Recommend changes to plan based on results.
Produce documentation updates to the existing DR backup and restore main document.

Capacity Planning, Performance Tuning and Statistical Reporting:

Monitor system performance and collect data for analysis.
Customize and manage workload performance using IBM's Workload Manager software and policies.
Perform data analysis and reporting, using IBM and other products and tools.
Recommend changes to the operating system or sub-systems after statistical analysis.
Identify opportunities to improve overall performance.
Present and discuss documented findings to technical management.

Database Software and Management Support for DB2 Databases, and VSAM files:

Install, configure and maintain DB2 database software.
Support database resource allocation.
Support database backup and recovery for DB2 databases and VSAM files.
Troubleshoot and conduct problem determination on database application access issues.
Produce implementation plan and other technical/user documentation.

IBM and ISV Software Installation, Configuration, and Maintenance Support:

Install, configure, customize, maintain, support and use IBM and ISV software products (see 2.4 within this Scope of Work).
Provide expertise and special emphasis on mission-critical products:
IBM Websphere Message Queuing for zOS
IBM File Manager
IBM CICS Webservices
CA-Datcom
CA-ACF2
CA-JobTrac
CA-1 Tape Management
CA-Spool Print Manager
Compuware FileAid
SyncSort.
Troubleshoot and conduct problem determination.
Produce implementation plan and other technical/user documentation.

Storage and Recovery Management Support:

Assist in the design and maintenance of MDOT's DASD management strategy.
Manage storage utilization for DASD and tape volumes and perform tuning.
Produce reports of DASD utilization.
Install, configure, and maintain Storage Management Subsystem (SMS) software, policies, standards, processes and procedures.
Install, configure, and maintain Hierarchical Storage Management (HSM) software, policies, standards, processes and procedures.
Manage backup and recovery processes and procedures.
Install, configure, and maintain tape management software.
Produce implementation plan and other technical/user documentation.

Peripheral Hardware Support:

Provide recommendations, configure and maintain DASD and Tape hardware.
Install, configure, and maintain tape (real/virtual) management system software.

Research, install, customize and maintain any software changes to support hardware.
Identify opportunities to improve overall performance.
Produce implementation plan and other technical/user documentation.
Support distributed printing.

Personnel Support:

The TO Contractor's personnel shall interface daily with OTTS System Software Support staff and also shall work with the following:

OTTS personnel (i.e., Operations, Network Support, Configuration Management, etc.) to:

- Research and resolve production system problems.
- Plan and document all changes to the production environment.
- Install, maintain, and upgrade hardware and software on a pre-determined and approved schedule.
- Create procedures and documentation for system programming and support.

Application programming and client personnel to:

- Research and resolve problems in development or production applications.
- Troubleshoot and support distributed applications when interfacing with mainframe.
- Assist in the design of applications from a technical perspective.
- Test and evaluate new system features.
- Answer any system-related questions.
- Provide technical training where possible and necessary.
- Produce documentation.

Database Management personnel to:

- Maintain and upgrade DB2 database software.
- Troubleshoot database access issues.
- Provide storage support.

MDOT management personnel to:

- Answer technical inquiries.
- Respond to, analyze and solve operating system, database, CICS, network, application and security problems in a timely manner.
- Suggest better techniques or strategies to reach MDOT goals.
- Ensure adequate system backups are performed and recovery strategy maintained.
- Assist in evaluation of new products or technologies, providing recommendations.
- Make recommendations for system enhancements.
- Respond to requests for special project involvement.
- Conduct technical research for system upgrades, inquiries, and special requests.
- Attend and participate in meetings and discussions.
- Produce status reports.
- Provide 24 hour, seven-day a week technical support on a rotating basis.

Service Desk personnel to:

- Respond to Service Requests.
- Provide follow up information.
- Provide documentation.

General Responsibilities:

The following are general responsibilities, pursuant to other MDOT guidelines, for which the TO Contractor and TO Contractor's personnel shall be responsible:

- A. Providing the services in conformance with the requirements of this TORFP.

- B. Conforming to changes in laws, regulations, policies and technology.
- C. Reporting performance against prescribed service level requirements.
- D. Coordinating all changes to the Information Technology Infrastructure that may affect the service levels of any other service area.
- E. Maintaining a consistent level of service such as providing backup personnel in the event of illness, vacation, etc., and responding to “on call” service issues immediately.

Planning Support Responsibilities:

The TO Contractor shall provide planning, staff and supporting activities needed to successfully assist the current State staff in providing uninterrupted mainframe system availability to MDOT Customers. The TO Contractor must demonstrate the understanding and ability to assume existing contract responsibilities without negative impact to current operations and capabilities.

At a minimum, the TO Contractor shall provide the following services:

- A. Planning for, monitoring of, and reporting on mainframe-centric activities.
- B. Identify and mitigate risk to the MDOT mainframe environment.
- C. Commitment of qualified staff at the beginning of and throughout the life of the task order.
- D. Coordinate and work with existing TO Contractor’s personnel during the transitional period, if necessary.
- E. Acquire understanding of MDOT's business activities, application systems and IT infrastructure.
- F. Acquire knowledge of the State’s existing MDOT Enterprise software, tools, and supporting resources, and identify any additional software, tools, and supporting resources as needed.

Technology Refresh:

The selected TO Contractor shall provide systems management for the current technology at all times. As the TO Contractor and/or MDOT identify new technologies, the TO Contractor shall assist in creating a plan for migrating to targeted technology. Technology refresh of the mainframe environment shall include timely action to acquire new releases of and “fixes” for any software on MDOT’s current inventory.

Operating system software shall always be at the current release unless funding or other operational issues warrant otherwise (e.g., new hardware is required to support current release of operating system). The TO Contractor shall be proactive in understanding technology capabilities and related impacts to MDOT platforms and provide all necessary assistance and support in maintaining platform currency and consistency, subsequent to the review and approval by MDOT management.

Service Levels And Performance Management:

The TO Contractor’s personnel shall monitor and report on service level targets. Performance management procedures shall include monthly reports on DASD usage and system performance. Reporting shall include provisions for anomaly reporting and escalation if performance falls short of agreed-upon service levels. MDOT OTTS will provide the format for reporting on the service levels to the TO Contractor at the beginning of the task work.

Software, Tools And Supporting Resources:

The TO Contractor’s personnel shall utilize available MDOT software, tools, and supporting resources to deliver services in support of the MDOT mainframe.

Testing:

The TO Contractor's personnel shall develop all strategic and tactical plans and methodologies for verifying all changes applied to systems hardware and software. Plans shall include detailed scenarios, approach, responsibilities, configuration prerequisites, expected outcomes, back out and recovery procedures. A detailed regression plan shall be documented and maintained to ensure systems integrity. All testing shall initially be performed in an environment independent of all production workloads, e.g. in a test logical partition (LPAR), with similar validation testing when changes are migrated into the production LPAR

Training:

The TO Contractor's personnel shall train appropriate State staff on proper system programming techniques and technical issues of the various software products. It is the responsibility of the TO Contractor to ensure that its personnel are trained adequately to perform the functions in the scope, and according to the standards of performance of this TORFP, at no additional cost to the State.

Configuration/Change Management :

The TO Contractor's personnel shall conform to all MDOT policies, standards and procedures relating to configuration and change management. This will include participation in change management meetings, architecture and design reviews, representing MDOT's perspective in the identification and buy-in of all technical requirements, and collaborating in identification of system and environmental impacts including the identification and mitigation of all risks. The TO Contractor's personnel shall fulfill any and all duties and responsibilities outlined in this TORFP in conformance with said policies and procedures. The TO Contractor's personnel shall make recommendations to and create, provide and maintain complete documentation of any changes to hardware, software, or configuration. This documentation will be provided to the TO Manager, will also be maintained in appropriate system documentation files, and will be audited on a regular basis. The TO Contractor' personnel shall make no changes to any of the mainframe system without the express approval of the TO Manager.

Security and Operational Compliance:

The TO Contractor's personnel shall conform to all State, MDOT, and OTTS policies relating to IT and physical security, leave and work hours, teleworking and other privileges, team requirements, etc. by which MDOT OTTS State employees are governed.

2.6.2 WORK HOURS

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

- A) Business Hours Support: The TO Contractor's personnel shall work closely with the OTTS staff to develop work plans to provide technical coverage in delivering all related technical system management services. The TO Contractor's assigned personnel will work an eight-hour day Monday through Friday, not including most State holidays and any State-imposed budgetary service reduction days or State closings. 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. A typical workday may also result in more than eight (8) hours; see "Emergency Support."
- B) Non-Business Hours Support: Once assigned, and personnel have demonstrated an understanding of the System Software Support infrastructure, the TO Contractor's personnel will also be required to participate in a rotating emergency on-call schedule providing non-business hours support. Typically, personnel assigned to System Software Support are required to be on-call 24 hours a day for a seven-day period, one week out of every six to seven 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.

2.6.3 SERVICE LEVEL AGREEMENT

Service Levels	Phone Response	On-Site Response	Response Availability	Comments
Non Business— Hours & Emergency Support	10 minutes	1.0 hour	7 days/week, 24 hrs a day on a rotating basis (see “Work Hours”)	Resolution expected either by on-site or remote dial in response
Scheduled Overtime Support	N/A	At or before 6:00 a.m. on selected Sundays	When necessary for project completion or problem resolution	Coordination with Manager and team required.

2.6.4 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on an annual basis for tasks performed. The established performance evaluation and standards are included as Attachment 11. Performance issues identified by the agency at any time throughout the duration of the contract are subject to the mitigation process described in Section 2.6.5 below.

2.6.5 PERFORMANCE PROBLEM MITIGATION

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

2.6.6 SUBSTITUTION OF PERSONNEL

The TO Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the TO Proposal. After award, the substitution of personnel procedure is as follows. The TO Contractor may not substitute or temporarily reassign any Contractor personnel without the prior approval of the TO Manager. To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.7 DELIVERABLES

Deliverables	Acceptance Criteria
Personnel	The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager. Quarterly evaluations will demonstrate acceptance or rejection.
Monthly DASD utilization reports	OTTS will provide a template and procedure to create the reports. The TO Contractor personnel will gather required data and update the spreadsheet monthly to provide a high-level management report that indicates the DASD utilization for the prior month to be used for planning purposes.
Monthly System Utilization Reports – Prime Time	OTTS will provide a template and procedure to create the reports. The TO Contractor personnel will gather required data and update the spreadsheet monthly to provide a high-level management report that indicates daily system utilization for prime time hours.
Monthly System Utilization Reports – Non Prime Time	OTTS will provide a template and procedure to create the reports. The TO Contractor personnel will gather required data and update the spreadsheet monthly to provide a high-level management report that indicates daily system utilization for non-prime time hours.
Monthly Status Report per Resource	OTTS will provide a template. The TO Contractor personnel will provide to the TO Manager a monthly status/activity report of projects and tasks assigned, work completed, and outstanding assignments.
Monthly Timesheet per Resource	OTTS will provide a means of reporting time for each resource that will show hours spent on tasks and activities per month. These hours will be compared to the monthly invoice.

2.8 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.

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications and experience are mandatory. The Contractor's proposed personnel must have a minimum of ten (10) years of solid IBM MVS systems programming experience and most recent experience must have occurred within the past year. The Contractor’s proposed personnel must demonstrate expertise in the following:

1. Planning, installation, configuration, customization and maintenance of IBM z/OS operating system and various other base and optional features including TSO/E, ISPF/PDF, JES2, SDSF, Communication Server IP and SNA, TCP/IP, etc.
2. Installation, definition, configuration, customization and maintenance of IBM zSeries system and OEM peripheral hardware using HCD.

3. Creation, configuration, and customization of several PR/SM logical partition (LPAR) environments and maintenance of z/OS images running in them.
4. Familiarity with the use and operation of the IBM Hardware Management Console.
5. Installation, configuration and customization of z/OS UNIX System Services environment including Hierarchical File System setup and security access.
6. Secure Sockets Layer (SSL) and Secure Shell (SSH) installation, configuration, implementation, and security.
7. Diagnosing zOS performance problems and tuning the operating system using IPCS.
8. Capacity planning, resource analysis and reporting using RMF.
9. Installation, configuration, customization and maintenance of CICS and all associated utilities, tools, and subsystems.
10. Familiarity with the implementation and operation of the application program interfaces used by Webservices, XML, SDK/JAVA communicating with various CICS, DB2 and distributed platforms.
11. Installation, configuration, customization and maintenance of DB2 database software and all associated utilities and tools.
12. Configuration, customization and maintenance of IBM Resource Recovery Services (RRS).
13. Installation, configuration, customization and maintenance of Websphere MQ software deployed on the mainframe and communicating with other external systems on distributed platform.
14. Installation, configuration, customization, maintenance, administration and use of IBM Tivoli Omegamon suite of monitoring products.
15. Diagnosing performance problems in DB2 and CICS and tuning those subsystems.
16. Implementing and supporting DFSMS/DFHSM storage management systems, DASD management, and reporting.
17. Problem determination and reading/analyzing memory dumps produced by z/OS, CICS, DB2, SVC, and other software components using IPCS, IBM Fault Analyzer, and IBM Debug Tools.
18. Installation, configuration, customization and maintenance of various Independent Software Vendor (ISV) products (see 2.4 SYSTEM BACKGROUND AND DESCRIPTION for product information.)
19. Installation, configuration, customization, maintenance, administration, troubleshooting, and rescue of Computer Associates' e-Trust ACF2 Security and associated environment and relationship to equivalent RACF commands and environment.
20. Installation, configuration, customization, maintenance and administration of Computer Associates' Brightstore CA-1 Tape Management system.
21. Installation, configuration, customization, maintenance and administration of Computer Associates' Unicenter Jobtrac job scheduler software, and Computer Associates' Advantage Datacom/AD database software.
22. Installation, configuration, customization, maintenance and understanding of Computer Associates' Unicenter Spool Print Manager.
23. Installation, configuration, customization, maintenance and understanding of Computer Associates' AllFusion Endeavor Change management software.
24. Installation, configuration, customization, maintenance and understanding of SyncSort site sort default product.
25. Enterprise COBOL language programming and application development.
26. IBM REXX language programming and application development.
27. IBM Command List (CLIST) language programming and application development.
28. IBM Netview script programming for automation setup.
29. Working knowledge of IBM Assembler Language programming and experience in coding system exits.
30. Familiarity with IBM software product packaging with Serverpac and CBPDO and intimate knowledge of using SMP/E and building usermods in installing/customizing the software.
31. IBM mainframe Disaster Recovery technical planning, testing and backup/recovery strategies including MVS core environment and DB2 from a log, BSDS (boot strap dataset), and archive perspective.

32. Familiarity with the implementation and operation of the IBM Workload Manager (WLM) including policy creation and definition of workloads, service classes, resource groups, application environments, classification groups, etc.
33. IBM DB2 SQL and SPUFI.
34. Producing project design and implementation plans, system descriptive documentation, user guides, emails, etc. with technical accuracy and completeness.

2.10 TO CONTRACTOR EXPERTISE REQUIRED

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

2.11 PREMISES AND OPERATIONAL SECURITY

2.11.1 Prior to commencement of work, 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. 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 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 Contractor and subcontractor employees.

2.11.2 Further, Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require Contractor employees to be accompanied while in secured premises.

2.11.3 Contractor employees shall, while on State premises, display their State issued identification cards without exception.

2.11.4 Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract.

2.11.5 The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.

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

2.11.7 Resources proposed to perform services for MAA must be capable of qualifying for and obtaining a BWI Airport Security badge to include US Customs Seal and Transportation Identifications. Resources proposed to perform services for MPA must comply with all MPA security requirements.

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

2.12 INVOICE SUBMISSION

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Invoices will reflect costs for hours worked as indicated in the provided monthly status reports and monthly timesheets (see 2.7 Deliverables). Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor. Invoices submitted more than 30 calendar days late, will be reduced by 10% and will continue to be reduced every subsequent 30 calendar days until submitted.

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

2.12.1 INVOICE FORMAT

- A) A proper invoice shall identify Maryland Department of Transportation Office of Transportation Technology Services, labor category, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to MDOT OTTS at the following address:
 - One Orchard Road
 - Glen Burnie, Maryland 21060
 - Attention: Tom Reed / Bill Bryant
- 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 II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor'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 resumes for all proposed personnel by labor category.
- 2) Document that all proposed personnel meet the minimum required qualifications in Section 2.9.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

C) Subcontractors

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

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

- a) The State contracting entity,
- b) A brief description of the services/goods provided,
- c) The dollar value of the contract,
- d) The term of the contract, Month/Year to Month Year (example: 07/08 to 05/09)
- e) Whether the contract was terminated prior to the specified original contract termination date,
- f) Whether any available renewal option was not exercised,
- g) The State employee contact person (name, title, telephone number and e-mail address).

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

E) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

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

The Master Contractor should indicate on Attachment 1 the appropriate Labor Category(ies) being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are fully loaded and not to exceed the rates defined in the Master Contract.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

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

- Length of time the personnel have been performing the duties and using the tools described in the Scope of Work (Section 2).
- 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.

4.3 SELECTION PROCEDURES

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

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 - SAMPLE PRICE PROPOSAL

**PRICE PROPOSAL FOR CATS II TORFP # J01B9200032
LABOR CATEGORIES**

Labor Categories	A	B	C
	Full Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed TORFP
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor must insert Proposed Labor Categories for this TORFP)			
Year 1 (Jan. 1, 2011 – Dec. 31, 2011)	\$		\$
<i>Name of Resource #1 – Labor Category</i>	\$	2340	\$
<i>Name of Resource #2 – Labor Category</i>	\$	2340	\$
Year 2 (Jan. 1, 2012 – Dec. 31, 2012)	\$		\$
<i>Name of Resource #1 – Labor Category</i>	\$	2340	\$
<i>Name of Resource #2 – Labor Category</i>	\$	2340	\$
Year 3 (Jan. 1, 2013 – Dec. 31, 2013)	\$		\$
<i>Name of Resource #1 – Labor Category</i>	\$	2340	\$
<i>Name of Resource #2 – Labor Category</i>	\$	2340	\$
Year 4 (Jan. 1, 2014 – May 31, 2014)	\$		\$
<i>Name of Resource #1 – Labor Category</i>	\$	975	\$
<i>Name of Resource #2 – Labor Category</i>	\$	975	\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

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

SUBMIT WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – N/A

ATTACHMENT 3 - Task Order Agreement

CATS II TORFP # J01B9200032 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 200**X** by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, Maryland Department of Transportation, Office of Transportation Technology Services.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the **TO Requesting Agency**, as identified in the CATS II TORFP # **J01B9200032**.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # **J01B9200032**, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated June 1, 2009.
 - d. “TO Procurement Officer” means **TO Procurement Officer**. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the **TO Requesting Agency** and **MASTER CONTRACTOR**.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is **_____**.
 - g. “TO Manager” means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated **date of TO Proposal – Technical**.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated **date of TO Proposal - FINANCIAL**.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS II TORFP

- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of [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 II TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

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

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is [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: **insert name**, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure

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

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

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

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

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. 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
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY - # J01B9200032
(CONTINUED)**

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

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT WITH TO RESPONSE
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 - Directions to the Pre-TO Proposal Conference

Driving directions for MDOT Headquarters
7201 Corporate Center Dr.
Hanover, Md. 21076

Baltimore:

From 695; Take Baltimore –Washington Parkway (295) south to I-195 towards the BWI airport. Take I-195 to Md. Rte 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run Rd. (“ramp” for Rental Car Return). Turn left at top of “ramp” to stay on Stoney Run Rd. Go to the next light at New Ridge Rd. and Corporate Center Dr. Turn right onto Corporate Center Dr. (Corporate Center Dr. curves to the left.) Take Corporate Center Dr. to 7201 on the right side of road. Parking is on the left side of road.

Washington:

From Baltimore-Washington Parkway (295); Take Baltimore-Washington Parkway North to I-195 and exit towards the BWI Airport (East). Take I-195 towards the BWI Airport to Md. Rte.170. Take Md. Rte. 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run Rd. (“ramp” for Rental Car Return). Turn left at top of “ramp” to stay on Stoney Run Rd. Go to the next light at New Ridge Rd. and Corporate Center Dr. Turn right onto Corporate Center Dr. (Corporate Center Dr. curves to the left.) Take Corporate Center Dr. to 7201 on the right side of road. Parking is on the left side of road.

Annapolis:

From I-97; Take I-97 North to Rte.100 towards Columbia (west). Take Rte. 100 to Rte 170 north towards BWI Airport. Take Rte. 170 to the third traffic light and turn right on Stoney Run Rd. (“ramp” for Rental Car Return). Turn left at top of “ramp” to stay on Stoney Run Rd. Go to the next light at New Ridge Rd. and Corporate Center Dr. Turn right onto Corporate Center Dr. (Corporate Center Dr. curves to the left.) Take Corporate Center Dr. to 7201 on the right side of road. Parking is on the left side of road.

Updated 1/20/2009

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP # **J01B9200032** for **TORFP Title**. 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 **TO Procurement Officer, TO Requesting Agency** on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its **TO Requesting Agency** (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 **TORFP Title** TORFP No. **J01B9200032** dated _____, (the "TORFP") issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; and

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

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	

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

Yes No (If no, explain why) _____

Section 4 – MBE Participation

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

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

Yes No (If no, explain why) _____

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

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

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 10 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
Name of Contractor _____
Address _____
City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____
Signature of Authorized Representative: _____
Date: _____ Title: _____
Witness Name (Typed or Printed): _____
Witness Signature & Date: _____

ATTACHMENT 11 - PERFORMANCE EVALUATION

DATE: _____

CATS TORFP PROJECT NUMBER (ADPICS PO #) _____

EVALUATION PERIOD: _____

TO MANAGER: _____

EVALUATION CRITERIA & RATING CHOICES	YEAR 1 RATING	YEAR 2 RATING	YEAR 3 RATING	YEAR 4 RATING
I. All tasks for this reporting period were completed [3] Tasks were completed ahead of schedule. [2] Tasks were completed on schedule. [1] Tasks were not completed on schedule.				
II. Accuracy of work completed [2] Work completed was accurate & required no follow up. [1] Work completed was not accurate.				
III. Lateness / Punctuality [2] Contractor personnel were on time & did not take unauthorized leave. [1] Contractor personnel were not on time or took unauthorized leave.				
IV. Overall satisfaction with Contractor Performance this period [3] Very Satisfied [2] Satisfied [1] Not Satisfied				
V. Invoices delivered in timely fashion [2] Invoices are submitted in a timely fashion [1] Invoices not submitted in a timely fashion.				
VI. Accuracy of Invoices submitted [2] Invoices reflect accurate totals of hours worked & billed [1] Invoices do not reflect accurate totals of hours worked & billed.				
VII. Mediation Required [Yes] [No]				

Customer will provide comments on any area that did not meet the customer expectation.

Comments:

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

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