



CONSULTING AND TECHNICAL SERVICES II (CATS II)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

**CONSULTANT SERVICES FOR FAA “AIR CARRIER/AIR
AMBULANCE” CERTIFICATION UNDER CODE OF FEDERAL
REGULATIONS (CFR) TITLE 14, PART 135**

CATS II TORFP # W00B0400038

MARYLAND DEPARTMENT OF STATE POLICE

AVIATION COMMAND

ISSUE DATE: JULY 27, 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 Title:	Consultant Services for FAA "Air Carrier/ Air Ambulance" Certification under CFR Title 14 Part 135
Functional Area:	FA5
TORFP Issue Date:	07/ 27/ 2010
Closing Date and Time:	08/16/2010 @ 02:00 P.M.
TORFP Issuing Agency:	Maryland State Police – Aviation Command (MSPAC)
Send Questions and Proposals to:	Michael W. DeRuggiero E-Mail: mderuggiero@mdsp.org
TO Procurement Officer:	Mrs. Linda Ford Office Phone Number: 410-238-5844 Office FAX Number: 410-238-5816
TO Manager:	Michael W. DeRuggiero Office Phone Number: 410-238-5812 Office FAX Number: 410-238-5816
TO Project Number:	W00B0400038
TO Type:	Fixed Price
Period of Performance:	Until FAA CFR Title 14, Part 135 "Air Carrier" Certification has been received by MSPAC.
MBE Goal:	25 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	MSPAC Headquarters 3023 Strawberry Point Road., Middle River, Maryland 21220
TO Pre-proposal Conference:	MSPAC Headquarters 3023 Strawberry Point Road., Middle River, Maryland 21220 August 4, 2010, 10:00 A.M. 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. The "subject" line in the e-mail submission shall state the TORFP #W00B0400038. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #W00B0400038 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #W00B0400038 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 13 – Living Wage Affidavit of Agreement

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation contained within Attachment 2. If a bidder or offeror fails to submit the "Certified MBE Utilization and Fair Solicitation Affidavit" (ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS: Form 1996-1 Attachment A) with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and 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 3023 Strawberry Point Road, Middle River, Maryland 21220- 5513. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the 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 11.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed the \$400,000 total TOA amount.

1.9 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 and maintenance services valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

Under this CATS II TORFP, the Maryland State Police – Aviation Command (MSPAC) is seeking to obtain the Consultant and Information Technology (IT) Services necessary to develop and implement a Safety Management System specific for MSPAC’s unique operational profile and obtain the FAA “Air Carrier/ Air Ambulance” Certification necessary to begin conducting flight operations under Title 14 Code of Federal Regulations (CFR) Part 135.

2.2 REQUESTING AGENCY BACKGROUND

The Maryland State Police - Aviation Command (MSPAC) provides Helicopter Emergency Medical Services (HEMS), Search and Rescue (SAR), Law Enforcement (LE) and/or Homeland Security (HS) flight services for the citizens of Maryland. Currently, the MSPAC currently operates eleven, medium twin-engine Eurocopter AS 365 helicopters from seven sections (bases) located throughout the State of Maryland.

The MSPAC maintains a “multi-mission” operational profile, however, the primary mission of the MSPAC is to conduct helicopter HEMS “scene” transports (also known as MEDEVAC or Air Ambulance transports) throughout the State of Maryland, and upon request, up to thirty miles into the adjoining states. Since March 19, 1970, the MSPAC has safely completed over 130,000 HEMS transports. Historically, the MSPAC has operated all of the aircraft within their charge as “public use” aircraft while adhering to Title 14 CFR Part 91 (General Operating and Flight Rules).

2.3 ROLES AND RESPONSIBILITIES

The Master Contractor must be capable of furnishing all system development services required and provide the personnel necessary to successfully complete all tasks and work requirements necessary to produce the deliverables contained within necessary for the MSPAC to obtain FAA Air Carrier/Air Ambulance Certification, implement an effective Safety Management System, and begin flight operations under CFR Title 14 Part 135.

2.4 REQUIREMENTS

The TO Contractor shall provide the necessary Information Technology (IT) development expertise including business process consulting for program (Air Carrier Certification) management, Air Ambulance Aviation Safety Program subject matter expertise, necessary to accomplish the following:

2.4.1 FUNCTIONAL / BUSINESS REQUIREMENTS

ID #	Functional / Business Requirements	Associated Deliverable ID # From Section 2.6.1 Below (If Applicable)
2.4.1.1	The TO Contractor shall conduct a CFR Part 135 Compliance “GAP Analysis/Audit.” Submit Written Report and Present Findings to MSPAC Command Staff.	2.6.1.1
2.4.1.2	The TO Contractor shall develop/write and present a Title 14 CFR Part 135 Compliance “Remediation Plan” based on 2.4.1.1 to MSPAC Command Staff.	2.6.1.2
2.4.1.3	The TO Contractor shall develop/write a Schedule of Events for Submission to FAA certification team..	2.6.1.3
2.4.1.4	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Initial Letter of Compliance (LOC).	2.6.1.4

2.4.1.5	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved General Operations Manual (GOM), to Include MSPAC's "Public Use" and Commercial Air Ambulance Flight Operations.	2.6.1.5
2.4.1.6	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved General Maintenance Manual (GMM).	2.6.1.6
2.4.1.7	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Dispatch and Flight Locating Procedures Manual.	2.6.1.7
2.4.1.8	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Flight Manual/Logbook.	2.6.1.8
2.4.1.9	The TO Contractor shall develop/write a Required CFR Part 135 Compliant/Approved Aircraft Checklists for each Command aircraft.	2.6.1.9
2.4.1.10	The TO Contractor shall develop/write a CFR Part 135 Compliant/Accepted Flight Paramedic Operations Manual.	2.6.1.10
2.4.1.11	The TO Contractor shall develop/write a CFR Part 135 Compliant/Accepted Landing Zone/Helipad Directory.	2.6.1.11
2.4.1.12	The TO Contractor shall develop/write a CFR Part 135 Compliant/Accepted Minimum Equipment List "Procedures" Manual.	2.6.1.12
2.4.1.13	Develop/Write 14 CFR Part 135 Compliant/Approved Minimum Equipment List for each Command Aircraft	2.6.1.13
2.4.1.14	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Non-Essential Furnishings (NEF) for each Command aircraft category and type.	2.6.1.14
2.4.1.15	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Fueling/Refueling Procedures Manual.	2.6.1.15
2.4.1.16	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Weight And Balance and/or Required Performance Planning Manuals.	2.6.1.16
2.4.1.17	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Hazardous Material (Non-Carry) Program for Submission and Approval/Acceptance by the FAA.	2.6.1.17
2.4.1.18	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Accident - Mishap Plan/Procedures.	2.6.1.18
2.4.1.19	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Passenger Briefing Cards each individual MSPAC Aircraft.	2.6.1.19
2.4.1.20	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Final Letter of Compliance (LOC).	2.6.1.20
2.4.1.21	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Operational Specification Preparation Data Sheet.	2.6.1.21
2.4.1.22	The TO Contractor shall develop/write a DOT/CFR Part 49/135 Compliant/Approved Antidrug & Alcohol Misuse Prevention Program.	2.6.1.22
2.4.1.23	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Aircraft Emergency Evacuation Plans for each individual MSPAC Aircraft.	2.6.1.23
2.4.1.24	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Flightcrew Basic Indoctrination Training Program.	2.6.1.24

2.4.1.25	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Flightcrew Emergency Training Program.	2.6.1.25
2.4.1.26	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Flightcrew (Single/Dual Pilot) AS-365 Ground / Flight Training Program.	2.6.1.26
2.4.1.27	The TO Contractor shall develop/write a Flightcrew (Dual Pilot) Ground / Flight Training Program for the BE-350 Aircraft.	2.6.1.27
2.4.1.28	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Paramedic AS-365 Ground / Flight Training Program.	2.6.1.28
2.4.1.29	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Flightcrew Night Vision Goggle Ground / Flight Training Program.	2.6.1.29
2.4.1.30	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Hazardous Material (Non-Carry) Training Program.	2.6.1.30
2.4.1.31	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Flight Instructor AS-365 Training Program.	2.6.1.31
2.4.1.32	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Flight Instructor BE-350 Training Program.	2.6.1.32
2.4.1.33	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Flight Instructor Training: Night Vision Goggle Training Program.	2.6.1.33
2.4.1.34	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Check Airman AS-365 Training Program.	2.6.1.34
2.4.1.35	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Maintenance Technician Training Program.	2.6.1.35
2.4.1.36	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Maintenance Inspector Training Program.	2.6.1.36
2.4.1.37	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Aircraft Fueling/Refueling Training Program for the Command Fixed Wing and Rotorcraft aircraft.	2.6.1.37
2.4.1.38	Complete Aircraft Conformity Inspection for all CFR Title 14 Part 135 Aircraft.	2.6.1.38
2.4.1.39	The TO Contractor shall develop/write all CFR Part 135 Compliant/Approved Documentation necessary Record/Track Required Pilot and Flight Crew Information, for Submission to Include the Following:	2.6.1.39
2.4.1.40	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Documentation and electronic database to Record/Track Required Maintenance Information.	2.6.1.40
2.4.1.41	The TO Contractor shall develop/write a CFR Part 135 Compliant/Approved Documentation and electronic database to Record/Track CFR all Part 135 and "Public Use" Flight Operations.	2.6.1.41

2.4.2 TECHNICAL REQUIREMENTS

ID #	Technical Requirements	Associated Deliverable ID # (From section 2.6.1 below):
2.4.2.1	The TO Contractor shall design/develop/implement a secure internet / intranet windows based Website to access the Command's Safety Management System by MSPAC Headquarters and Baltimore Section (Trooper 1), co-located at 3023 Strawberry Point Road, Middle River, MD 21220 and all outlying operational sections within the MSPAC including: Washington Section (Trooper 2) E. Perimeter Rd., Andrews AFB - Bldg. 2487, Andrews AFB, MD 20762; Frederick Section (Trooper 3) 461 W. Aviation Way, Frederick, MD 21701; Salisbury Section (Trooper 4) 5286 Lear Jet Way, Salisbury, MD 21804; Cumberland Section (Trooper 5) Rt. 1, Box 100, Wiley Ford, WV 26767; Easton Section (Trooper 6) 9385 Jet Lane, Easton, MD 21601; Southern Maryland Section (Trooper 7) 44174 Airport Rd., Suite 500, California, MD 20619; and the MSPAC System Communications Center (SYSCOM) Maryland Institute of Emergency Medical Services, 653 W. Pratt St., Baltimore, MD 21201.	2.6.1.42
2.4.2.2	The TO Contractor shall develop any/all software programs and/or electronic databases necessary to facilitate/track Aviation Risk Management, Hazard Identification and Reporting for the MSPAC's multi-mission operational profile and IAW the FAA's Risk Management Handbook (H-8083-2) and the Aviation Industry's "best practices." All software programs and/or electronic databases shall be accessible via the internet/intranet website designed for the MSPAC by the contractor.	2.6.2.43/2.6.2.44
2.4.2.3	The TO Contractor shall develop, format, and validate all required documents, forms, manuals, training programs, to include computer based courseware to be accessed via a internet/intranet, website designed for the MSPAC necessary for Air Carrier Certification that must be approved or accepted by the FAA in compliance with (ICW) the most current version of FAA Order 8900.1.	2.6.2.44
2.4.2.4	The TO Contractor shall develop any/all software programs and/or electronic databases necessary to track aviation incidents not related to risk management, hazard identification and reporting for the MSPAC's multi-mission operational profile accessible via the internet/intranet website designed for the MSPAC by the contractor.	2.6.2.45
2.4.2.5	The TO Contractor shall design develop and implement an "anonymous" electronic reporting program that will allow MSPAC Personnel to electronically submit anonymous reports concerning safety of flight information to the MSPAC's Safety Management Manager via the internet/intranet website designed for the MSPAC by the contractor.	2.6.2.46
2.4.2.6	The TO Contractor shall design/develop/implement a "back up" plan in the event the secure internet / intranet windows based Website to access the Command's Safety Management System by MSPAC becomes unavailable or unreliable for more than a 12 hour period.	2.6.2.47
2.4.2.7	The TO Contractor shall conduct with the MSPAC Project Manager a Test Plan that includes a testing methodology and timeline to include the following test types and scenarios: 1) Functional Testing - This type of testing will be used to check that the outputs of all software programs, databases and web sites developed given certain inputs, conform to the functional specification of the SMS; and	2.6.2.48

	2) System Level Testing- Testing conducted on the complete, integrated system to evaluate the ease of use, functionality of the SMS and the ability of each outlying section to access the safety management system via the internet/intranet. The system's ability to maintain the anonymity of any MSPAC employee sending an aviation safety related concern via the SMS to the MSPAC Safety Management Manager will also be confirmed at this level of testing by the TO Contractor.	
2.4.2.8	The TO Contractor shall develop a Backup/Disaster Recovery protocol consistent with MSPAC's current Back Up/Recovery Plan outlined in 2.4.4 protecting all information/data stored on the on the TO Contractor designed network .	2.6.2.49

2.4.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

ID #	Non-Functional, Non-Technical Requirements	Associated Deliverable ID # (From section 2.6.1 below):
2.4.3.1	The TO Contractor shall provide all MSPAC personnel with the "hands on" training on the utilization of all software programs, electronic documentation, databases, computer based training programs and website developed by the contractor meeting the requirements outlined in 2.4.1 through 2.4.3.	2.6.2.50
2.4.3.2	The TO Contractor shall facilitate MSPAC receiving Title CFR Part 135 Air Carrier Certification.	2.6.2.51

2.4.4 BACKUP / DISASTER RECOVERY

The TO Contractor shall develop a SMS real time data Backup/Disaster Recovery Plan to protect all information/data/programs stored or utilized on the on MSPAC's SMS network. The Backup/Disaster Recovery Plan shall interface and be consistent with MSPAC's current network Back Up/Recovery Plan which saves all MSPAC network data onto to the Department of Maryland State Police Maryland State Police (MSP) servers located at MSP Headquarters in Pikesville, Maryland via a DFS replication schedule no less than twice a day (7am and Noon 12pm).

A SMS System Restoration Plan shall assure complete SMS system restoration and recovery of all SMS network information/data/programs stored or utilized and lost/corrupted during a network crash or disaster within a 3 hour period after initial notification that the SMS system is down. Moreover, System Restoration Plan shall be capable of remote initiation should a system crash or disaster occur on Saturdays, Sundays and/or holidays or between 1600 and 0800 hours, Monday through Friday

2.4.5 HARDWARE, SOFTWARE, AND MATERIALS

OVERVIEW: The MSPAC's IT Network is part of the MSP secure IT network located in Pikesville, Maryland. MSPAC's Headquarters and Trooper 1 (Baltimore Section – located at MSPAC Headquarters) are connected to the MSP network via two T1 lines and utilizes a 10/100/1000 mbs wired LAN with 802.11n wireless capability. Four of the following six MSPAC's outlying sections are connected to the network via T1 lines and utilize 10/100 mbs wired LANs with local 802.11g wireless network capability: Trooper 2 (Washington Section), Trooper 4 (Salisbury Section), 6 (Easton Section) and Trooper 7 (Southern Maryland), and have full access to the network. The following MSPAC outlying sections utilize a 10/100 mbs wired LANs with local 802.11g wireless network capability: Trooper 3 (Frederick Section), Trooper 5 (Cumberland Section), and the Systems Communication Center (SYSCOM) MSPAC's Flight Dispatch Center), but do not have direct T1 access to the MSP network, however, the MSP network can be a VPN connection.

MSPAC utilizes two servers located at MSPAC Headquarters. One server is MSPAC's local "Active Directory Domain Controller" (Windows Server 2003) and the second server is utilized as a "File/Print/Application" server (Windows Server 2003). MSP/MSPAC currently utilizes MS Office 2003 software products on numerous

Microsoft Windows XP (Service Pack 3) based, Pentium 4 desktop and laptop computers at MSPAC Headquarters and all outlying sections.

2.5 PROJECT MILESTONES

2.5.1 MILESTONE 1: ANALYSIS/AUDIT PHASE

- A.** The TO Contractor will conduct a complete and thorough (Gap) analysis/audit of MSPAC's current management and flight operation practices to include operational policy, procedures, and standards, maintenance operations, documentation, flight crew training curriculums, and Safety Management System (SMS).
- B.** To determine what current management and operational practices, including but not limited to operational policy, procedures, and standards, maintenance operations, documentation, flight crew training curriculums and SMS that meets or partially meets the criteria required by the Title 14 CFR Part 135 Air Carrier Certification process, the TO Contractor shall include interview sessions with various employee work groups assigned to Flight Operations, Support Operations, the Safety Management Section and the Maintenance Section within the MSPAC organization to gather the information needed to complete the audit.
- C.** The TO Contractor shall develop a matrix listing all FAA requirements necessary for obtaining Title 14 CFR Part 135 Air Carrier Certification and to develop/implement a Safety Management System that conforms to the FAA requirements or "Best Practices" for Air Ambulance operations and the MSPAC's current operational policy, procedures, and standards, maintenance operations, documentation, flight crew training curriculums and SMS that meets or partially meets the criteria required by the Air Carrier Certification.
- D.** The TO Contractor will submit a comprehensive written report of their analysis/audit as outlined in table 2.4.1.1 that compares and contrasted MSPAC's current operation with the FAA Title 14 CFR Part 135 Air Carrier Certification requirements to the MSPAC TO Manager for review and forwarding.
- E.** The TO Contractor will present their findings to the MSPAC Command Staff for review and acceptance within the timeframe outlined in section 2.6.1.

2.5.2 MILESTONE 2: DESIGN/REMEDATION PHASE

- A.** Working with MSPAC TO Manager, the TO Contractor will develop a remediation plan to reconcile MSPAC's current management and flight operation practices including operational policy, procedures, and standards, maintenance operations, documentation, flight crew training curriculums, and SMS with those necessary to meet or exceed the requirements necessary for Title 14 CFR Part 135 Air Carrier Certification and SMS design and implementation.
- B.** The TO Contractor shall develop and submit a comprehensive written remediation plan or roadmap outlining the changes in MSPAC's current management and flight operation practices, operational policy, procedures, and standards, maintenance operations, documentation, flight crew training and Safety Management System (SMS) necessary to achieve Title 14 CFR Part 135. Air Carrier/Air Ambulance Certification, implement an effective SMS, and begin flight operations under Title 14 CFR Part 135. to the MSPAC TO Manager for review and forwarding.
- C.** The TO Contractor will present their findings to the MSPAC Command Staff for review and acceptance within the timeframe outlined in section 2.6.1.

2.5.3 MILESTONE 3: DOCUMENT DEVELOPMENT/COMPLIANCE AND TRAINING PHASE

- A.** TO Contractor will develop, format, and validate all required documents, forms, manuals, revision protocols, training curriculums/program, to include all computer based software/courseware necessary for the MSPAC to receive initial Air Carrier/Air Ambulance Certification under Title 14 CFR Part 135 from the FAA.
- B.** TO Contractor will develop a internet/intranet accessible software program and related training program necessary to track aviation incidents not related to risk management, hazard identification and reporting for the MSPAC's multi-mission operational profile.
- C.** TO Contractor will develop, format, and validate all required documents, forms, manuals, revision protocols, training programs necessary for the MSPAC to implement the Safety Management System (SMS) required for initial Air Carrier/Air Ambulance Certification under Title 14 CFR Part 135 from the FAA.
- D.** As part of the SMS, the TO Contractor will develop internet/intranet accessible computer software program and related training necessary to facilitate/track aviation risk management, hazard identification and reporting for the MSPAC's multi-mission operational profile.
- E.** TO Contractor will design/develop/implement a secure internet /intranet Website that will be accessible to all MSPAC sections and dispatch center to be used to access the Command's Safety Management System.
- F.** All required documents, forms, manuals, revision protocols, training programs, to include computer based software/courseware developed by the TO Contractor for initial Air Carrier/Air Ambulance Certification, to include SMS under Title 14 CFR Part 135 must be formatted in compliance with (ICW) the most current version of FAA Order 8900.1.
- G.** All required documents, forms, manuals, training programs, to include computer based software/courseware developed by the TO Contractor must be approved and/or accepted the MSPAC Project Manager and the assigned FAA Certification team.
- H.** The TO Contractor will train all MSPAC Command (flight and support) personnel on all software developed or utilized to meet the requirements outlined in Section 2.4.
- I.** Immediately upon receiving FAA approval of the required pilot/flightcrew training curriculums/program and SMS, MSPAC will begin pilot/flightcrew training and implement the SMS in preparation for, but prior to receiving Air Carrier Certification, as allowed by the FAA. The TO Contractor will oversee the required training and SMS implementation and modify as appropriate. The required pilot/flightcrew training will continue through Milestone 4: Implementation, demonstration and inspection phase, but must be completed prior to Milestone 5: the Certification Phase.

2.5.4 MILESTONE 4: IMPLEMENTATION, DEMONSTRATION AND INSPECTION PHASE

- A.** MSPAC will demonstrate its ability to comply with all applicable Title 14 CFR 135 regulations and to conduct operations in a safe and efficient manner. The demonstrations will include actual performance of Title 14 CFR flight operations while being observed by the FAA Certification Team.
- B.** The TO Contractor will continue to oversee the required training and SMS implementation and modify as appropriate.
- C.** While this evaluation will focus on the MSPAC's management effectiveness, as well as the policies, methods, procedures and instructions described in the applicant's manuals and other documents., the TO Contractor will provide MSPAC guidance during the demonstration and

inspection phase and assist in resolving any problems identified by the FAA certification team during this phase.

2.5.5 MILESTONE 5: TESTING PHASE

- A.** The TO Contractor shall provide the MSPAC Project Manager with a SMS “Test Plan.”
- B.** The required Test Plan will include a testing methodology and timeline that includes:
 - 1. Functional Testing - this type of testing will be used to check that the outputs of all software programs, databases and web sites developed given certain inputs, conform to the functional specification of the SMS; and
 - 2. System Level Testing- testing conducted on the complete, integrated system to evaluate the functionality of the system and the ability of each outlying section to accesses the safety management system via the internet/intranet, as designed by the TO Contractor and outlined in 2.6.2.48
 - 3. System Backup/Disaster Recovery Testing – testing conducted that assures all system information/data/programs stored or utilized on the on MSPAC’s SMS network is copied over to the Department of Maryland State Police Maryland State Police (MSP) servers located at MSP Headquarters (Pikesville, Maryland) via a DFS replication schedule twice a day (7am and 12PM).
 - A.** SMS “System Restoration Testing” shall be conducted to assure complete SMS system restoration and recovery of all SMS network information/data/programs stored or utilized and lost/corrupted as a result of a possible network crash or disaster. The ability of the SMS System Restoration Plan to be initiated remotely shall also be tested at this time.

2.5.6 MILESTONE 6: CERTIFICATION PHASE

- A** Issuance of Air Carrier Certificate by FAA

2.6 DELIVERABLES AND DELIVERABLE SUBMISSION PROCESS

Each milestone under this TO requires the Contractor to provide one or more deliverables. For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible at a minimum with Microsoft Office 2007, Microsoft Project 2007, Excel 2007 and/or Visio 2007. A milestone shall be considered accomplished when all deliverables associated with that milestone have been accepted by the Department. The expected timeframes for completion of each milestone and delivery of each associated deliverable is presented at Section 2.5.1 below.

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 draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A.** Be developed and presented in compliance with (IAW) the most current version of FAA Order 8900.1 and in a format acceptable to the FAA’s Certification Project Manager (CPM).
- 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.

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 memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). 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 9). 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 2.6 Invoicing).

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 compliance with (ICW) the most current version of FAA Order 8900.1 and in a format acceptable to the FAA’s Certification Project Manager (CPM).
- 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 and may be amended as necessary to achieve FAA air carrier certification. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.6.1 MILESTONE/DELIVERABLE AND COMPLETION /ACCEPTANCE CRITERIA

MILESTONE/ DELIVERABLE ID	MILESTONE/DELIVERABLE DESCRIPTION	EXPECTED COMPLETION/ ACCEPTANCE CRITERIA
1.	ANALYSIS PHASE/MILESTONE	NTP + 14 Calendar Days
2.6.1.1	Conduct CFR Part 135 Compliance “GAP Analysis/Audit.” Submit Written Report and Present Findings to MSPAC Command Staff.	Provide Written Report on Findings.
2.	DESIGN PHASE/ MILESTONE	NTP + 14 Calendar Days
2.6.1.2	Submit/Present a Title 14 CFR Part 135 Compliance “Remediation Plan” based on 2.5.1.1 to MSPAC Command Staff.	Submit Plan for Approval by MSPAC Command Staff
3.	DOCUMENT DEVELOPMENT, COMPLIANCE AND TRAINING PHASE /MILESTONE	NTP + 180 Calendar Days

2.6.1.3	Submit 14 CFR Part 135 Compliant/Approved Schedule of Event for Submission.	Approval/Acceptance by MSPAC and the FAA Certification Team
2.6.1.4	Submit 14 CFR Part 135 Compliant/Approved Initial Letter of Compliance (LOC).	Approval/Acceptance by MSPAC and the FAA Certification Team
2.6.1.5	Submit 14 CFR Part 135 Compliant/Approved General Operations Manual (GOM), to Include MSPAC's "Public Use" Flight Operations including:	Approval/Acceptance by MSPAC and the FAA Certification Team
	A. 14 CFR Part 135 Flight Operations "FAA Approved" Section, and,	
	B. Public Use "FAA Accepted" Section.	
2.6.1.6	Submit 14 CFR Part 135 Compliant/Approved General Maintenance Manual (GMM).	Approval/Acceptance by MSPAC and the FAA Certification Team
2.6.1.7	Submit 14 CFR Part 135 Compliant/Approved Dispatch and Flight Locating Procedures Manual.	Approval/Acceptance by MSPAC and the FAA Certification Team
2.6.1.8	Submit 14 CFR Part 135 Compliant/Approved MSPAC Flight Manual/Logbook.	Approval/Acceptance by MSPAC and the FAA Certification Team
2.6.1.9	Submit 14 CFR Part 135 Compliant/Approved Required Aircraft Checklists for the following aircraft category and type:	Approval/Acceptance by MSPAC and the FAA Certification Team
	A. AS365N1	
	B. AS365N2	
	C. AS365N3	
	D. BE350	
2.6.1.10	Submit 14 CFR Part 135 Compliant/Approved Flight Paramedic Operations Manual.	Approval/Acceptance by MSPAC and the FAA Certification Team
2.6.1.11	Submit 14 CFR Part 135 Compliant/Approved Landing Zone/Helipad Directory.	Approval/Acceptance by MSPAC and the FAA Certification Team
2.6.1.12	Submit 14 CFR Part 135 Compliant/Approved Minimum Equipment List "Procedures" Manual.	Approval/Acceptance by MSPAC and the FAA Certification Team

2.6.1.13	Submit 14 CFR Part 135 Compliant/Approved Minimum Equipment List.	Approval/Acceptance by MSPAC and the FAA Certification Team
	A. N38MD (AS365N3)	
	B. N57MD (AS365N1)	
	C. N61MD (AS365N2)	
	D. N65MD (AS365N2)	
	E. N79MD (AS365N3)	
	F. N82MD (AS365N3)	
	G. N93MD (AS365N1)	
	H. N94MD (AS365N3)	
	I. N95MD (AS365N3)	
	J. N96MD (AS365N3)	
	K. N97MD (AS365N3)	
	L. N6099W (BE350) CFR Part 91	
2.6.1.14	Submit 14 CFR Part 135 Compliant/Approved Non-Essential Furnishings (NEF) Lists the following Aircraft:	Approval/Acceptance by MSPAC and the FAA Certification Team
	A. AS365	
	B. BE300	
2.6.1.15	Submit 14 CFR Part 135 Compliant/Approved Fueling/Refueling Procedures Manual.	Approval/Acceptance by MSPAC and the FAA Certification Team
2.6.1.16	Submit 14 CFR Part 135 Compliant/Approved Weight And Balance and/or Required Performance Planning Manuals.	Approval/Acceptance by MSPAC and the FAA Certification Team
	A. AS365	
	B. BE300	
2.6.1.17	Submit 14 CFR Part 135 Compliant/Approved Hazardous Material (Non-Carry) Program for Submission and Approval/Acceptance by the FAA.	Approval/Acceptance by MSPAC and the FAA Certification Team

2.6.1.18	Submit 14 CFR Part 135 Compliant/Approved Accident - Mishap Plan/Procedures.	Approval/Acceptance by MSPAC and the FAA Certification Team
2.6.1.19	Submit 14 CFR Part 135 Compliant/Approved Passenger Briefing Cards each individual MSPAC Aircraft.	Approval/Acceptance by MSPAC and the FAA Certification Team
2.6.1.20	Submit 14 CFR Part 135 Compliant/Approved Final Letter of Compliance (LOC).	Approval/Acceptance by MSPAC and the FAA Certification Team
2.6.1.21	Submit 14 CFR Part 135 Compliant/Approved Operational Specification Preparation Data Sheet.	Approval/Acceptance by MSPAC and the FAA Certification Team
2.6.1.22	Submit DOT/CFR Part 49/135 Compliant/Approved Antidrug & Alcohol Misuse Prevention Program.	Approval/Acceptance by MSPAC and the FAA Certification Team
2.6.1.23	Submit 14 CFR Part 135 Compliant/Approved Aircraft Emergency Evacuation Plans for each individual MSPAC Aircraft.	Approval/Acceptance by MSPAC and the FAA Certification Team
	A. N38MD (AS365N3)	
	B. N57MD (AS365N1)	
	C. N61MD (AS365N2)	
	D. N65MD (AS365N2)	
	E. N79MD (AS365N3)	
	F. N82MD (AS365N3)	
	G. N93MD (AS365N1)	
	H. N94MD (AS365N3)	
	I. N95MD (AS365N3)	
	J. N96MD (AS365N3)	
	K. N97MD (AS365N3)	
	L. N6099W (BE350)	
2.6.1.24	Submit 14 CFR Part 135 Compliant/Approved Flightcrew Basic Indoctrination Training Program.	Approval/Acceptance by MSPAC and the FAA Certification Team
2.6.1.25	Submit 14 CFR Part 135 Compliant/Approved Flightcrew	Approval/Acceptance by

	Emergency Training Program.	MSPAC and the FAA Certification Team
2.6.1.26	Submit 14 CFR Part 135 Compliant/Approved Flightcrew (Single/Dual Pilot) AS-365 Ground / Flight Training Program to Include:	Approval/Acceptance by MSPAC and the FAA Certification Team
	A. Initial Training	
	B. Transition Training	
	C. Differences Training	
	D. Recurrent Training	
	E. Requalification Training	
	F. Mission Specific Training (Public Use Flight Operations)	
	G. Medical Personnel/Flightcrew Coordination Training	
2.6.1.27	Submit 14 CFR Part 135 Compliant/Approved Flightcrew (Dual Pilot) Ground / Flight Training Program for the BE-350 Aircraft to Include:	Approval/Acceptance by MSPAC and the FAA Certification Team
	A. Initial Training	
	B. Transition Training	
	C. Recurrent Training	
	D. Requalification Training	
	E. Mission Specific Training (Public Use Flight Operations)	
2.6.1.28	Submit 14 CFR Part 135 Compliant/Approved Paramedic AS-365 Ground / Flight Training Program for Submission/Approval by the FAA to Include:	Approval/Acceptance by MSPAC and the FAA Certification Team
	A. Initial Training	
	B. Differences Training	
	C. Recurrent Training	
	D. Requalification Training	
	E. Pinch Hitter Training	
	F. Mission Specific Training (Public Use Flight Operations)	
	G. Medical Personnel/Flightcrew Coordination Training	

2.6.1.29	Submit 14 CFR Part 135 Compliant/Approved Flightcrew Night Vision Goggle Ground / Flight Training Program for Submission/Approval by the FAA to Include:	Approval/Acceptance by MSPAC and the FAA Certification Team
	A. Initial Training	
	B. Transition Training	
	C. Recurrent Training	
	D. Requalification Training	
	E. Mission Specific Training (Public Use Flight Operations)	
	F. Medical Personnel/Flightcrew Coordination Training	
2.6.1.30	Submit 14 CFR Part 135 Compliant/Approved Hazardous Material (Non-Carry) Training Program	Approval/Acceptance by MSPAC and the FAA Certification Team
2.6.1.31	Submit 14 CFR Part 135 Compliant/Approved Flight Instructor AS-365 Training Program to Include:	Approval/Acceptance by MSPAC and the FAA Certification Team
	A. Initial/Transition Training	
	B. Recurrent Training	
2.6.1.32	Submit 14 CFR Part 135 Compliant/Approved Flight Instructor BE-350 Training Program to Include:	Approval/Acceptance by MSPAC and the FAA Certification Team
	A. Initial/Transition Training	
	B. Recurrent Training	
2.6.1.33	Submit 14 CFR Part 135 Compliant/Approved Flight Instructor Training: Night Vision Goggle Training Program to Include:	Approval/Acceptance by MSPAC and the FAA Certification Team
	A. Initial/Transition Training	
	B. Recurrent Training	
2.6.1.34	Submit 14 CFR Part 135 Compliant/Approved Check Airman AS-365 Training Program to Include:	Approval/Acceptance by MSPAC and the FAA Certification Team
	A. Initial/Transition Training	
	B. Recurrent Training	
2.6.1.35	Submit 14 CFR Part 135 Compliant/Approved Maintenance	Approval/Acceptance by

	Technician Training Program to Include:	MSPAC and the FAA Certification Team
	A. Initial Training	
	B. Transition Training	
	C. Recurrent Training	
	D. Requalification Training	
2.6.1.36	Submit 14 CFR Part 135 Compliant/Approved Maintenance Inspector Training Program, to Include:	Approval/Acceptance by MSPAC and the FAA Certification Team
	A. Initial Training	
	B. Transition Training	
	C. Recurrent Training	
	D. Requalification Training	
2.6.1.37	Submit 14 CFR Part 135 Compliant/Approved Aircraft Fueling/Refueling Training Program for the Following Aircraft:	Approval/Acceptance by MSPAC and the FAA Certification Team
	A. AS-365 Aircraft	
	B. BE-350 Aircraft	
2.6.1.38	Complete Aircraft Conformity Inspection for all CFR Title 14 Part 135 Aircraft.	Approval/Acceptance by MSPAC and the FAA Certification Team
2.6.1.39	Submit 14 CFR Part 135 Compliant/Approved Documentation To Record/Track Required Pilot and Flight Crew Information, for Submission to Include the Following:	Approval/Acceptance by MSPAC and the FAA Certification Team
	A. Training	
	B. Flight and Rest Times	
	C. Qualifications	
2.6.1.40	Submit 14 CFR Part 135 Compliant/Approved Documentation to Record/Track Required Maintenance Information, to Include the Following:	Approval/Acceptance by MSPAC and the FAA Certification Team
	A. Aircraft Records	
	B. Personnel Training	

	C. Deferred Maintenance Items	
	C. Personnel Duty Time / Limitations	
2.6.1.41	Submit 14 CFR Part 135 Compliant/Approved Documentation to Record/Track CFR Part 135 and “Public Use” Flight Operations, to Include the Following:	Approval/Acceptance by MSPAC and the FAA Certification Team
	A. Flight/Trip Records	
	B. Performance Planning/Weight and Balance	
	C. Operational Specification A-021	
	D. Aircraft Airworthiness Status	
	E. Deferred Maintenance Items and Status	
2.6.1.42	Implement a secure internet / intranet windows base Website that will be used to access the Command’s Safety Management System per 2.4.2.1.	Approval/Acceptance by MSPAC and the FAA Certification Team
2.6.1.43	Implement an Internet/Intranet accessible Safety Management System (SMS) and all Required Documents, Manuals, and Training Necessary for the MSPAC’s Multi-Mission Operational Profile per 2.4.2.2.	Approval/Acceptance by MSPAC and the FAA Certification Team
2.6.1.44	Implement an Internet/Intranet accessible software program and related training program necessary to facilitate/track aviation risk management, hazard identification and reporting for the MSPAC’s multi-mission operational profile.	Approval/Acceptance by MSPAC and the FAA Certification Team
2.6.1.45	Implement an Internet/Intranet accessible software program and related training program necessary to track aviation incidents not related to risk management, hazard identification and reporting for the MSPAC’s multi-mission operational profile via the internet/intranet per 2.4.2.4.	Approval/Acceptance by MSPAC and the FAA Certification Team
2.6.1.46	Implement an “anonymous” electronic reporting program that will allow MSPAC Personnel to electronically submit anonymous reports concerning safety of flight information via the internet/intranet website designed for the MSPAC by the contractor	Approval/Acceptance by MSPAC and the FAA Certification Team
4.	DEMONSTRATION PHASE/MILESTONE	NTP + 210 Calendar Days
2.6.1.47	Aircraft Proving Tests (if applicable); MSPAC will be required to demonstrate the ability to comply with all applicable CFR 135 regulations and to conduct operations in a safe and efficient manner. The demonstrations may include actual performance of	Provide guidance during preparation and FAA demonstration/proving.

	CFR 135 flight operations while being observed by FAA inspectors.	
5.	TESTING PHASE/ MILESTONE	NTP + 240 Calendar Days
2.6.1.48	Implement a “back up” plan in the event the secure internet / intranet windows based Website to access the Command’s Safety Management System by MSPAC becomes unavailable or unreliable for more than a 12 hour period.	Approval/Acceptance by MSPAC
2.6.1.49	The TO Contractor shall conduct, with the MSPAC Project Manager, a Test Plan that includes a testing methodology and timeline to include the following test types and scenarios per 2.4.2.7.	Approval/Acceptance by MSPAC
2.6.1.50	TO Contractor completes “hands on” training with all MSPAC personnel on the utilization of all software programs, electronic documentation, databases, computer based training programs and website developed by the contractor meet the requirements outlined in 2.4.0	Approval/Acceptance by MSPAC
6.	CERTIFICATION PHASE/ MILESTONE	NTP + 240 Calendar Days
2.6.1.51	FAA Title 14 CFR 135 Air Carrier Certification	Issuance of Air Carrier Certificate by FAA

2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <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 Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and sub Contractors are to follow a consistent methodology for all TO activities.

2.8 CONTRACTOR PERSONNEL EXPERTISE REQUIRED

The Master Contractor must be capable of furnishing all system development services required to successfully complete all tasks and work requirements necessary to produce the deliverables contained within necessary for the MSPAC to obtain FAA Air Carrier/Air Ambulance Certification, implement an effective Safety Management System, and begin flight operations under CFR Title 14 Part 135. At a minimum, the Master Contractor shall utilize the following CATS II approved personnel or demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services. The following personnel are

expected to remain the same throughout the term of the contract and may not be replaced without prior written notification to TO Procurement Officer by the TO Contractor:

TO CONTRACTOR/PERSONNEL	RESPONSIBILITIES
Project Manager	<ol style="list-style-type: none"> 1) Identifies resources needed by the TO Contractor and assigns individual responsibilities. 2) Interfaces directly with the MSPAC Project Manager. 3) Manages/oversees the day-to-day operational aspects of the Air Carrier Certification process and updates/revises as appropriate to meet changing needs and/or certification requirements, including: <ol style="list-style-type: none"> a. Collaborating with the assigned FAA Certification Team, as appropriate. b. Designing and developing all software and/or databases necessary to meet the listed deliverables listed in 2.6.1. c. Developing software and/or databases necessary to track revisions for all written deliverables listed in 2.6.1. d. Designing, implementing, and operationally testing a secure internet/intranet web site for the Commands Safety Management System. e. Training all MSPAC personnel on using all software, databases and internet/intranet websites developed for the MSPAC. 4) Reviews deliverables prepared by the resources before submission to MSPAC and/or the FAA, and: 5) Assures all deliverables/milestones are submitted/met within the agreed upon timeframe. <p>Provides “weekly” progress updates and a “Monthly” progress report to the MSPAC project manager and Command Staff.</p>
Senior Subject Matter Expert	<ol style="list-style-type: none"> 1) Conducts a complete audit of current MSPAC (HEMS and Non HEMS) Flight Operations and Safety Management System. 2) Develops/Presents remediation plan to reconcile MSPAC’s current Flight Operations and Safety Management System with the requirements necessary for FAA Air Carrier Certification. 3) Advises TO Project Manager and MSPAC Project manager and Command Staff on matters regarding Title 14 CFR 135 Air Carrier Certification and helicopter Air Carrier/Air Ambulance operations. 4) Advise/Assist the MSPAC Project Manager in obtaining any operation specifications (OpsSpecs) and/or operational deviations necessary to facilitate MSPAC multi mission operational profile. 5) Develops/validates all required documents, forms, manuals, revision protocols, training curriculums/program, to include all computer based software/courseware in accordance with (IAW) FAA Order 8900.1 necessary for the MSPAC to receive initial Air Carrier/Air Ambulance Certification. 6) Advises MSPAC Command Staff regarding any problem areas identified during the FAA certification process.

Technical Writer/Editor	<ol style="list-style-type: none"> 1) Format all written deliverables listed in 2.6.1. IAW FAA Order 8900.1. 2) Develop revision protocol as necessary to track revisions for all written deliverables listed in 2.5.1.
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2.9 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms to provide such services:

- A. The TO Contractor must be listed as a “qualified” Air Carrier Certification Consultant with the Federal Aviation Administration (FAA).
- B. TO Contractor must be a MITRE Aviation Institute (MAI) approved or FAA qualified in Safety Management System (SMS) development and implementation.

2.10 RETAINAGE

MSPAC shall retain an amount equal to at least 10% from the total contract price. This retainage amount shall be dispersed only upon full satisfactory performance and acceptance of the deliverables as set forth in, and all work covered by, the contract.

2.11 INVOICING

Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.5.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.11.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and/or steps:

A. The invoice shall identify Maryland State Police – Aviation Command (MSPAC) as the TO Requesting Agency, deliverable description, 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 and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to Maryland State Police – Aviation Command (MSPAC) at the following address: Mrs. Katherine Peters, Accounts Payable, Maryland State Police – Aviation Command, 3023 Strawberry Point Road, Middle River, MD 21220.

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

2.12 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation

form (Attachment 2, Form D-5) to Maryland State Police – Aviation Command (MSPAC) at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to MSPAC. MSPAC will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

.1 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct “Weekly” progress meetings. A “Monthly” project progress report shall be submitted two (2) business days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the 30 day period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

SECTION 3 - TASK ORDER 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 the 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. A TO Proposal shall contain the following sections in order:

3.2.1 TECHNICAL PROPOSAL

A. Proposed Services:

- 1) **Executive Summary:** A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) **Proposed Solution:** A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include a comprehensive schedule of tasks and estimated times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 3) **Draft Work Breakdown Structure (WBS):** A matrix or table that shows a break down of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties as appropriate, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 4) **Draft Project or Work Schedule:** A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work.. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties as appropriate.
- 5) **Draft Risk Assessment:** Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 6) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 7) **Proposed Tools:** A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

B. Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8.
- 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TOA.
- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

MBE Participation

- 1) Submit completed MBE documents Attachment 2.

Subcontractors

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

Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.
- 3) The TO Contractor shall provide at least two references from Commercial Air Carrier Operators documenting the following:
 - a) A professional level of expertise and system development services in executing the FAA Air Carrier Certification process, program management, and the technical writing capabilities.
 - b) A demonstrated knowledge of Helicopter "Air Ambulance" (HEMS) flight operations as it relates to Air Carrier Certification under CFR Title 14 Part 135.

Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.

State Assistance

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

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 FINANCIAL RESPONSE

- 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.** Attachment 1 - Completed Financial Proposal with all rates fully loaded.
- C.** Attachment 1A shall only be completed when conditions, contingencies, or exceptions to the fixed price proposal are encountered by the Master Contractor.

SECTION 4 – TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS II TORFP. In making the TOA award determination, the Maryland State Police – Aviation Command (MSPAC) will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- A. Adherence to the appropriate CFR Title 14 Part 1, 61, 91, 119, 120, and Part 135 regulations.
- B. Adherence to the guidance outlined in the appropriate Volumes, Chapters and Sections of FAA Order 8900.1 with regard to a VFR/IFR, nine or less passenger, Air Carrier Certification conducting Helicopter Air Ambulance operations, and the development of a Safety Management Systems (SMS).
- C. Adherence to the appropriate FAA Advisory Circular(s) and industry’s “best practices.” List the technical proposal evaluation criteria starting with the highest priority. Typical evaluation criteria will include the quality of Master Contractor proposal responses to Sections 3.2.1.A and 3.2.1.B.

4.3 SELECTION PROCEDURES

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.8 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will have the greater weight.

4.4 COMMENCEMENT OF WORK UNDER A TOA

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

ATTACHMENT 1-FIXED PRICE PROPOSAL FORM

CATS II TORFP # W00B0400038

(Total Proposed Fixed Price will be used for Financial Evaluation)

ID	DELIVERABLE	PROPOSED PRICE
2.6.1.1	CFR PART 135 COMPLIANCE “GAP ANALYSIS”	
2.6.1.2	CFR PART 135 COMPLIANCE “REMEDATION PLAN”	
2. 6.1.3	SCHEDULE OF EVENTS	
2. 6.1.4	INITIAL LETTER OF COMPLIANCE (LOC)	
2. 6.1.5	GENERAL OPERATIONS MANUAL (GOM)	
2. 6.1.6	GENERAL MAINTENANCE MANUAL (GMM)	
2. 6.1.7	DISPATCH / FLIGHT LOCATING PROCEDURES MANUAL	
2. 6.1.8	MSPAC FLIGHT MANUAL	
2. 6.1.9	AIRCRAFT CHECKLISTS	
2. 6.1.10	FLIGHT PARAMEDIC OPERATIONS MANUAL	
2. 6.1.11	LANDING ZONE/HELIPAD DIRECTORY	
2. 6.1.12	MINIMUM EQUIPMENT LIST “PROCEDURES” MANUAL	
2. 6.1.13	14 CFR PART 135 COMPLIANT MINIMUM EQUIPMENT LIST(S)	
2. 6.1.14	NON-ESSENTIAL FURNISHINGS (NEF) LISTS	
2. 6.1.15	FUELING/REFUELING PROCEDURES DOCUMENT	

2. 6.1.16	WEIGHT AND BALANCE / PERFORMANCE MANUALS	
2.6.1.17	HAZARDOUS MATERIAL (NON-CARRY) PROGRAM	
2.6.1.18	ACCIDENT - MISHAP PLAN/PROCEDURES	
2.6.1.19	PASSENGER BRIEFING CARDS	
2.6.1.20	FINAL LETTER OF COMPLIANCE (LOC)	
2.6.1.21	OPERATIONAL SPECIFICATION PREPARATION DATA SHEET	
2.6.1.22	ANTIDRUG & ALCOHOL MISUSE PREVENTION PROGRAM	
2. 6.1.23	AIRCRAFT EMERGENCY EVACUATION PLANS	
2. 6.1.24	BASIC INDOCTRINATION TRAINING	
2. 6.1.25	FLIGHT CREWMEMBER EMERGENCY TRAINING	
2. 6.1.26	PILOT - GROUND / FLIGHT TRAINING: AS-365 AIRCRAFT	
2. 6.1.27	PILOT - GROUND / FLIGHT TRAINING: BE-300 AIRCRAFT	
2. 5.1.28	PARAMEDIC GROUND / FLIGHT TRAINING IN AS-365 AIRCRAFT	
2. 6.1.29	GROUND / FLIGHT TRAINING: NIGHT VISION GOGGLES	
2. 6.1.30	HAZARDOUS MATERIAL (NON-CARRY) TRAINING PROGRAM	
2. 6.1.31	FLIGHT INSTRUCTOR TRAINING: AS-365 AIRCRAFT:	
2. 6.1.32	FLIGHT INSTRUCTOR TRAINING: BE-350 AIRCRAFT	
2. 6.1.33	FLIGHT INSTRUCTOR TRAINING: NIGHT VISION GOGGLES	

2. 6.1.34	CHECK AIRMAN TRAINING	
2. 6.1.35	MAINTENANCE TECHNICIAN TRAINING PROGRAM	
2. 6.1.36	MAINTENANCE INSPECTOR TRAINING PROGRAM	
2. 6.1.37	AIRCRAFT FUELING/REFUELING TRAINING PROGRAM	
2. 6.1.38	COMPLETE AIRCRAFT CONFORMITY INSPECTION	
2. 6.1.39	DOCUMENTATION TO TRACK REQUIRED PILOT AND FLIGHT CREW INFORMATION	
2. 6.1.40	DOCUMENTATION TO RECORD/TRACK REQUIRED MAINTENANCE INFORMATION	
2. 6.1.41	DOCUMENTATION TO RECORD/TRACK CFR PART 135 FLIGHT OPERATIONS	
2. 6.1.42	IMPLEMENT A SECURE INTERNET / INTRANET WINDOWS BASE WEBSITE THAT WILL BE USED TO ACCESS THE COMMAND'S SAFETY MANAGEMENT SYSTEM PER 2.4.2.1.	
2. 6.1.43	IMPLEMENT AN INTERNET/INTRANET ACCESSIBLE SAFETY MANAGEMENT SYSTEM (SMS) AND ALL REQUIRED DOCUMENTS, MANUALS, AND TRAINING NECESSARY FOR THE MSPAC'S MULTI-MISSION OPERATIONAL PROFILE PER 2.4.2.2.	
2. 6.1.44	IMPLEMENT AN INTERNET/INTRANET ACCESSIBLE SOFTWARE PROGRAM AND RELATED TRAINING PROGRAM NECESSARY TO FACILITATE/TRACK AVIATION RISK MANAGEMENT, HAZARD IDENTIFICATION AND REPORTING FOR THE MSPAC'S MULTI-MISSION OPERATIONAL PROFILE.	
2.6.1.45	IMPLEMENT AN INTERNET/INTRANET ACCESSIBLE SOFTWARE PROGRAM AND RELATED TRAINING PROGRAM NECESSARY TO TRACK AVIATION INCIDENTS NOT RELATED TO RISK MANAGEMENT, HAZARD IDENTIFICATION AND REPORTING FOR THE MSPAC'S MULTI-MISSION OPERATIONAL PROFILE VIA THE INTERNET/INTRANET PER 2.4.2.4.	

2.6.1.46	IMPLEMENT AN "ANONYMOUS" ELECTRONIC REPORTING PROGRAM THAT WILL ALLOW MSPAC PERSONNEL TO ELECTRONICALLY SUBMIT ANONYMOUS REPORTS CONCERNING SAFETY OF FLIGHT INFORMATION VIA THE INTERNET/INTRANET WEBSITE DESIGNED FOR THE MSPAC BY THE CONTRACTOR	
2.6.1.47	AIRCRAFT PROVING TESTS (IF APPLICABLE); MSPAC WILL BE REQUIRED TO DEMONSTRATE THE ABILITY TO COMPLY WITH ALL APPLICABLE CFR 135 REGULATIONS AND TO CONDUCT OPERATIONS IN A SAFE AND EFFICIENT MANNER. THE DEMONSTRATIONS MAY INCLUDE ACTUAL PERFORMANCE OF CFR 135 FLIGHT OPERATIONS WHILE BEING OBSERVED BY FAA INSPECTORS.	
2.6.1.48	IMPLEMENT A "BACK UP" PLAN IN THE EVENT THE SECURE INTERNET / INTRANET WINDOWS BASED WEBSITE TO ACCESS THE COMMAND'S SAFETY MANAGEMENT SYSTEM BY MSPAC BECOMES UNAVAILABLE OR UNRELIABLE FOR MORE THAN A 12 HOUR PERIOD.	
2.6.1.49	THE TO CONTRACTOR SHALL CONDUCT, WITH THE MSPAC PROJECT MANAGER, A TEST PLAN THAT INCLUDES A TESTING METHODOLOGY AND TIMELINE TO INCLUDE THE FOLLOWING TEST TYPES AND SCENARIOS PER 2.4.2.7.	
2.6.1.50	TO CONTRACTOR COMPLETES "HANDS ON" TRAINING WITH ALL MSPAC PERSONNEL ON THE UTILIZATION OF ALL SOFTWARE PROGRAMS, ELECTRONIC DOCUMENTATION, DATABASES, COMPUTER BASED TRAINING PROGRAMS AND WEBSITE DEVELOPED BY THE CONTRACTOR MEET THE REQUIREMENTS OUTLINED IN 2.4.0	
2.6.1.51	FAA TITLE 14 CFR 135 AIR CARRIER CERTIFICATION	
TOTAL PROPOSED FIXED PRICE		

AUTHORIZED INDIVIDUAL NAME

COMPANY NAME

TITLE

COMPANY TAX ID #

ATTACHMENT 1A - PRICE PROPOSAL

CATS II TORFP # W00B0400038

LABOR CATEGORIES

**(TO BE UTILIZED BY THE TO CONTRACTOR WHEN ADDITIONAL TIME AND MATERIALS ARE
REQUIRED ABOVE AND BEYOND FIXED PRICE PROPOSAL)**

LABOR CATEGORY	LABOR DESCRIPTION	A	B
		HOURLY LABOR RATE	TOTAL PROPOSED CATS TORFP PRICE
3	Senior Subject Matter Expert		
31	Software Engineer		
56	Technical Writer/Editor		
57	Project Control Specialist		
59	Senior Internet/Intranet Site Developer		
TOTAL:			

AUTHORIZED INDIVIDUAL NAME

COMPANY NAME

TITLE

COMPANY TAX ID #

SECTION 5 ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

CATS TORFP # W00B0400038

EXHIBIT TO SOLICITATION

STATE OF MARYLAND

DEPARTMENT OF _____

MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE GOALS AND SUB GOALS

An MBE subcontract participation goal of ___ percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this **percentage of the total** dollar amount of the contract will be performed by certified minority business enterprises.

OR

An overall MBE subcontract participation goal of ___ percent of the total contract dollar amount has been established for this procurement. This **percentage of the total** dollar amount includes:

- A sub goal of ___ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- A sub goal of ___ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or offeror agrees that these **percentage of the total** dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ◆ A prime contractor – including an MBE prime contractor – must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

A bidder or offeror must include with its bid or offer a completed *Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A)* whereby:

- (1) the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
- (2) the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment A with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

- (1) **Outreach Efforts Compliance Statement** (Attachment B)
- (2) **Subcontractor Project Participation Statement** (Attachment C)
- (3) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
- (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENTS

- A. Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- B. Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- C. Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM 1996-1 (ATTACHMENT “A”)

MDOT Certified MBE Utilization and Fair Solicitation Affidavit

(Submit with bid or offer)

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation, sub goals of ____ percent for MBEs classified as African American-owned and ____ percent for MBEs classified as women-owned. Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment B)
 - (b) Subcontractor Project Participation Statement (Attachment C)
 - (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

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

4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project. I hereby affirm that the MBE firms are only providing those products and services for which they are MDOT certified.

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name	MBE Certification Number
Certification Category For Dually Certified MBE Subcontractors (<i>Check Only One Certification Category</i>)	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Certification Category For Dually Certified MBE Subcontractors (<i>Check Only One Certification Category</i>)	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Certification Category for Dually Certified MBE Subcontractors (<i>Check Only One Certification Category</i>)	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Certification Category for Dually Certified MBE Subcontractors (<i>Check Only One Certification Category</i>)	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
Percentage of Total Contract	

Continue on a separate page, if needed.

SUMMARY

Total <i>African-American</i> MBE Participation:	%
Total <i>Woman-Owned</i> MBE Participation:	%
Total <i>Other</i> Participation	%
Total <i>All</i> MBE Participation:	%

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

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____

Title: _____

Date: _____

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM 1996-1 (ATTACHMENT “B”)

Outreach Efforts Compliance Statement

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

In conjunction with the bid or offer submitted in response to Solicitation No. _____, Bidder/Offeror states the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:
 - a. This project does not involve bonding requirements.
OR
 - b. Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
5. Select ONE of the following:
 - a. Bidder/Offeror did/did not attend the pre-bid/proposal conference.
OR
 - b. No pre-bid/proposal conference was held.

Bidder/Offeror Printed Name

By: _____
Signature

Address: _____

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM 1996-1 (ATTACHMENT “C”)

Subcontractor Project Participation Certification

Please complete and submit one form for each MDOT certified MBE listed on Attachment A within 10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with _____ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

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

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or

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

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____
Name, Title
Date

By: _____
Name, Title
Date

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# W00B0400038 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, TO Requesting Agency.

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 # W00B0400038.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # W00B0400038, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated _____.
 - 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 TO Requesting Agency and TO 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 _____, 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 _____. 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 State Police – Aviation Command (MSPAC)

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 sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR 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 Financial 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. This 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 three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

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

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (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 TECHNICAL PROPOSAL
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – DIRECTIONS
TO THE PRE-TO PROPOSAL CONFERENCE

Maryland State Police Aviation Command Headquarters is located at Martin State Airport.

From the North take I-95S toward Baltimore:

- Merge onto MD-43 (White Marsh Blvd - East) via Exit 67A (4.8 miles),
- Turn Right onto Eastern Blvd/MD-150W (.6 mile),
- Turn Left onto Wilson Point Road (1.1 miles),
- Turn Left onto Strawberry Point Road and pull up to the “controlled access gate,”
- Attendant will be at the gate to direct you to parking.

From the South take I-95 N toward New York:

- Merge onto MD-43 (White Marsh Blvd - East) via Exit 67B (4.8 miles),
- Turn Right onto Eastern Blvd/MD-150W (.6 mile),
- Turn Left onto Wilson Point Road (1.1 miles),
- Turn Left onto Strawberry Point Road and pull up to the “controlled access gate,”
- Attendant will be at the gate to direct you to parking.

Please call 410-238-5800 for further directions.

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #W00B0400038

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of Maryland State Police – Aviation Command (MSPAC) will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Consultant Services for FAA “Air Carrier/ Air Ambulance” Certification under CFR Title 14 Part 135

TO Agreement Number: #W00B0400038

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: TO Manager

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 2.4.3 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland State Police – Aviation Command (MSPAC)

TORFP Title: Consultant Services for FAA “Air Carrier/ Air Ambulance” Certification under CFR Title 14 Part 135

TO Manager: TO Manager and Phone Number

To:

The following deliverable, as required by TO Agreement #W00B0400038, 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

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.4.3 OF THE TORFP.

ATTACHMENT 10 – 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 #W00B0400038 for Consultant Services for FAA "Air Carrier/ Air Ambulance" Certification under CFR Title 14 Part 135. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer, Maryland State Police – Aviation Command (MSPAC) 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 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200____, by and between the State of Maryland (“the State”), acting by and through its Maryland State Police – Aviation Command (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 Consultant Services for FAA “Air Carrier/ Air Ambulance” Certification under CFR Title 14 Part 135TORFP, No. W00B0400038 dated _____, (the “TORFP”) issued under the Consulting and Technical Services 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.

TO Contractor/TO Contractor's Personnel: Maryland State Police – Aviation Command:

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 – 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	
<p>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.)</p>	
<p>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) _____</p>	
<p>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) _____</p>	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
<p>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) _____</p>	
<p>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) _____</p>	
<p>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) _____</p>	
Section 3 – Substitution of Personnel	
<p>A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)</p>	

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

Yes No (If no, explain why) _____

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

Yes No (If no, explain why) _____

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

Yes No (If no, explain why) _____

Section 4 – MBE Participation

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

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

Yes No (If no, explain why) _____

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

%

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

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

Yes No (If no, explain why) _____

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

Yes No

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

Section 5 – TO Change Management

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

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes No

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

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 13 – 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: _____

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

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