



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

**Common Use Terminal Equipment Operation and
Maintenance**

CATS TORFP PROJECT NUMBER J00P7200003

Maryland Aviation Administration

ISSUE DATE: August 10, 2006

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) 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 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. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

Although information from the Contractors must be sent to concurrent individuals as stated in this Key Information Summary Sheet, all correspondence from MDOT to the Contractors shall be sent only by the MDOT Contracts Manager or designee.

TORFP NAME:	Common Use Terminal Equipment (CUTE) Operations and Maintenance
FUNCTIONAL AREA:	Functional Area 6 - Systems/Facilities Management and Maintenance
TORFP ISSUE DATE:	August 10, 2006
Closing Date and Time:	September 5, 2006 at 12:00 pm
TORFP Issuing Office:	Maryland Department of Transportation (MDOT)/Maryland Aviation Administration (MAA), Division of Airport Technology
Questions and Proposals are to be sent to:	Neal Heaton – IT Procurement Officer Email Address – nheaton@bwiairport.com Office: (410) 859-7290/FAX: (410) 859-7000 1500 Amtrak Way, Linthicum, Md. 21090
Questions must be submitted no later than 10 working days prior to the TORFP closing date.	Peter Arrey – MDOT Contracts Manager Email Address: parrey@mdot.state.md.us Carl Stein – MDOT Contracts Administrator Email Address: cstein@mdot.state.md.us
TO Procurement Officer:	Neal Heaton-IT Procurement Officer Email Address – nheaton@bwiairport.com
TO Contract Manager:	Robert Polkiewicz Office: (410) 859-7612/ FAX: (410) 859-7000 1500 Amtrak Way, Linthicum, Md. 21090
Project Number:	J00P7200003
TO Type:	Fixed price (O&M) Time and materials (terminal emulator development)
Period of Performance:	Three years plus optional one year renewal
MBE Goal:	0 %
Primary Place of Performance:	Baltimore/Washington International Thurgood Marshall Airport
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	The MAA will provide workspace and access to areas necessary to meet the requirements of the TORFP
TO Conference:	August 23, 2006 Time: 1:00PM Location: BWI Airport Terminal Building, 3rd Fl. Assembly Rm.

NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to cstein@mdot.state.md.us.

If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: Common Use Terminal Equipment (CUTE) Operations and Maintenance

TORFP No.: J00P7200003

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the TORFP is not something we ordinarily provide.
- We are inexperienced in the services required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of a Task Order Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
- TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
-

Other: _____.

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor

Name: _____ Date: _____

Contact Person: _____ Phone ____ - ____ - _____ email _____

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.7 for information on change orders.

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

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the MDOT e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The “subject” line in the e-mail submission shall state the TORFP #J00P7200003. The first file will be the TO Proposal technical response to this TORFP and titled, “CATS TORFP #J00P7200003 Technical”. The second file will be the financial response to this CATS TORFP and titled, “CATS TORFP #J00P7200003 Financial”. The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

The MBE participation goal for this TORFP is 0%.

1.5 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value

of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply. Refer to Master contract RFP Section 1.9 for additional information.

1.6 **CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 **NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at the MAA Kauffman Building, 1500 Antrack Way, Linthicum, Maryland, 21090 . Offerors who review such documentation will be required to sign a Non-Disclosure Agreement 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 TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 11.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, BACKGROUND, AND OBJECTIVES

2.1.1 PURPOSE

The Maryland Aviation Administration (MAA) is issuing this CATS TORFP to obtain proposals to meet MAA's requirements for on-site systems administration, operation and ongoing maintenance support for an existing and fully functional IT system that enables air carriers to share common international concourse airport facilities at BWI such as ticket counters, hold rooms, and boarding gates. This is accomplished through the use of common computer workstations, printers and other peripheral equipment. This existing Common Use Terminal Equipment (CUTE) system; named IMUSE is manufactured by ARINC. See 2.1.3 of this section for detailed explanation.

The intent of this TORFP is to provide the MAA and the international air carriers with on-site systems administration services of the existing ARINC IMUSE system in International Concourse E. This shall include operations & maintenance (O&M) support, on-site System Administration and configuration services on the common use system throughout International Concourse E including all associated peripheral equipment.

In addition to a Firm Fixed Price for the core on-site Systems Administration and O&M services and as described in detail elsewhere in this TORFP, Offerors shall also provide in their proposals fixed rates on a yearly basis for the following:

- a) Yearly flat rates per new airline for integrating new non-hosted carriers on the LDCS system (maximum of ten during the term of this TO).
- b) Yearly flat rates per new airline for integrating hosted carriers onto IMUSE for carriers having an IMUSE certified terminal emulator (maximum of ten during the term of this TO).
- c) Optional Firm Fixed Pricing for O&M support for the existing ARINC Airvue Back wall sign display system which currently provides scheduled video for fifty-two LCD monitors.

Offerors shall also provide yearly T&M rates for developing and certifying a new IMUSE Terminal emulator for hosted carriers not having a certified IMUSE terminal emulator (maximum of ten during the term of this TO)

2.1.2 TO REQUESTING AGENCY INFORMATION

This TORFP is issued by the Maryland Department of Transportation (MDOT), Maryland Aviation Administration (MAA), located at:

BWI Airport Terminal Building

BWI Airport, MD 21240

The place of performance for this task is the International Concourse E of Baltimore/Washington International Thurgood Marshall Airport (BWI) at the address noted above.

The MAA is a modal administration of MDOT, and is responsible for fostering, developing, and regulating aviation within the State; promoting safety in aviation; developing and regulating aviation in conjunction with and consistent with Federal authorities. The MAA owns and operates BWI and Martin State Airport. BWI is one of the fastest growing of the thirty largest airports in the country. It served nearly twenty million passengers in the twelve-month period ending in December 2002. At BWI, a five-year, 1.8 billion dollar capital airport expansion program is underway. It includes the addition of new terminal facilities, aircraft gates, garage facilities, employee and public surface parking lots, an off airport rental car facility and an inter-modal transportation center.

PROJECT BACKGROUND

The IMUSE CUTE system is installed in International Concourse E and enables the MAA to optimize airline assignments and to maximize the utilization of limited facilities in the international concourse such as ticket counters and departure gates. The IMUSE CUTE system provides emulation of the airlines' dedicated terminal host systems through common workstations to each participating airline's host computer via gateway servers. The International Concourse E is currently equipped with fifty-two (52) Ticketing Positions, four (4) Baggage Recheck Positions, fourteen (14) Gate Check In Positions and six (6) Boarding Positions. This allows airline agents the capability of using any workstation within International Concourse E to access their remote host system via an authorized airline and user login. For those carriers not possessing a host system, the system provides a local departure control system (LDCS) application, accessible via the same workstation hardware, to provide automated passenger processing, ticketing and boarding services including reporting capabilities for these functions and activities. The system also allows associated work station devices including Automatic Ticket and Boarding Pass Printers (ATB), Bag Tag Printers (BTP), Boarding Pass Readers (BPR)-also known as Boarding Gate Readers (BGR), Magnetic Stripe Readers/Optical Character Recognition (MSR/OCR), keyboards, Passport Readers, and other peripherals, as required by air carriers at BWI, to be utilized on a shared basis.

2.2 TECHNICAL REQUIREMENTS/BILLABLE DELIVERABLES

2.2.1 IMUSE MAINTENANCE AND SYSTEM ADMINISTRATION SERVICES

All Offerors proposals shall include IMUSE Maintenance and System Administration Services including all software applications, parts, hardware and labor as noted below.

A. The maintenance services to be provided by the Successful Contractor shall include preventive, routine, and emergency maintenance services. All technicians performing maintenance shall have a minimum of two (2) years experience on the ARINC IMUSE system and be manufacturer certified including all peripheral hardware/software applications. Pre-assigned backup technicians shall be available to back fill onsite technicians who are on vacation, in training or who are otherwise unavailable to meet the response requirements noted in paragraph 2.2.1.H. of this

section. All such backup technicians shall meet all requirements including technical experience and response times as noted elsewhere in this TORFP.

B. The successful Contractor shall provide 365 days a year, 24 hours a day, 7 days a week telephone support for the Systems Administrators provided under the scope of this task order. The successful Contractor must provide a toll free or local (within the BWI calling area) telephone number for the purposes of complying with this requirement.

C. In order to provide the required timely support and trouble resolution required to sustain operations of the air carriers and maintain an acceptable level of quality of service (QOS), the successful Contractor shall have or establish local representation able to respond to service and maintenance calls within twenty-five (25) miles of BWI.

D. Hardware support shall be supplied by the successful Contractor. Support shall cover all equipment and systems referenced in this specification. Hardware support shall include taking on-site custody and management of MAA owned critical spares. At no additional cost, the base bid cost shall include replenishment of MAA owned critical spares as they are taken from spare stock and deployed. This replenishment may be accomplished by either repair or replacement. By the fifth day of the month, the Systems Administrator shall provide the TO Contract Manager with a monthly report spares inventory/repair/replacement status of spares.

E. All application software support shall be provided by the successful Contractor.

F. Preventative maintenance services for all equipment shall be provided in accordance with the provisions of the preventative maintenance recommendations provided by the manufacturer of each component or subsystem of the existing CUTE and LDCS including all associated peripherals. An existing equipment inventory will be available at the pre-proposal conference. Preventative maintenance services shall include: inspection, test, necessary adjustment, lubrication, parts cleaning, and software/firmware upgrades as is necessary and/or recommended by the manufacturer.

G. Routine maintenance services shall include but not be limited to scheduled overhauls of equipment and software upgrades and security patches as recommended and/or released by the equipment and software manufacturers.

H. Response Times For Troubles

1. In order to ensure the required Quality of Service (QOS) to air carriers and passengers, the MAA has as its goal, zero downtime for CUTE and all associated systems and sub-systems. All necessary steps shall be made to achieve the least amount of time during which any component is inoperable. Trouble tickets will be reported to the successful Contractor as either Critical or Non-Critical as noted below:

a) “Critical” - Critical troubles are those as reported by the MAA or an air carrier as severely affecting the operations of the carrier or passenger processing i.e.

application down, host connection lost, multiple peripherals inoperative, primary work station inoperative, etc. The on-site response time for Critical Troubles during on-site coverage hours (5:00am-10:00pm) is fifteen (15) minutes. For critical troubles outside of these hours the on-site response time is one hour. "Response" is equated to having technical support on site and specifically trouble shooting the reported problem within the aforementioned time. Upon commencement of these activities, the service provider must notify the point of contact (POC) for the trouble that assistance is on site addressing the reported problem and continue to update the POC on regular basis until the trouble is resolved and cleared.

b. "Non-Critical"- Non-Critical troubles are those reported by the MAA or an air carrier as those not severely impeding airline operations or passenger processing i.e. single peripheral inoperative, secondary work station malfunction, etc. The on-site response time for Non-Critical troubles is one (1) business hour. Normal business hours are as defined in Section 2.1.E.2. "Response" is equated to having technical support on site specifically trouble shooting the reported problem within the aforementioned time. Upon arrival on site, the service provider must notify the point of contact (POC) for the trouble that assistance is on site addressing the reported problem and continue to update the POC on regular basis until the trouble is resolved and cleared.

c. As noted above, guaranteed response times are dependent upon the critical nature of the malfunctioning component or application. Offerors shall provide in their technical proposals a draft Response and Escalation Plan defining levels of support, logistics and proposed processes to meet the service level requirements defined in this TORFP. The final determination of severity as noted in (1.) above shall rest with the POC.

2. In addition to on-site response requirements for critical troubles, remote services and diagnostics should commence within fifteen minutes following notification to the service provider of a malfunction from MAA, airline representative or by way of remote monitoring.

3. For any required parts not included in the MAA critical spares inventory, the Contractor shall provide at no additional charge the required parts utilizing the fastest means of shipment to obtain the required parts, including overnight-expedited shipping. Downtime is critical and must be kept to a minimum.

I) On-Site Application/Systems Administration

- 1) Offerors shall also provide in their financial proposals for on-site Application/Systems Administrator services. This requirement is for one Systems Administrator on-site at all times during the stated hours of coverage. The individual(s) shall be capable of performing routine repairs on site of all hardware both existing in the CUTE and LDCS as well as provided at anytime under the scope of this task. This on-site service shall include application administration and systems administration. These services shall be provided fifty-two weeks per year as follows:

- Monday –Saturday (including holidays): Seventeen (17) hours per day. Current hours of required Monday through Saturday coverage are 4:00AM through 9:00PM. The MAA reserves the right to adjust the specific beginning & ending hours in the base rate, not to exceed the 17 hours of coverage per day, at no additional cost.
- Sunday (including holidays): Twenty (20) hours each Sunday. Current hours of required Sunday coverage are 4:00AM through 12:00 PM.

2) The MAA also reserves the right throughout the term of the task, to require additional hours of on-site coverage beyond those noted in 2.2.1.I (1) above, in order to meet the operational requirements of the airport and air carriers (see Attachment 1A). Offerors shall include in their Financial proposals, a time and materials hourly rate on an annual basis for each additional hour of regularly scheduled coverage required beyond the base hours of coverage reflected in 2.2.1.I (1) above. The acceptance of these rates under the task order award does not obligate nor infer that the MAA shall authorize any minimum number of assignments of these services or authorize any additional hours of coverage during the performance period of this task order.

3) Under no circumstances shall Systems Administration personnel engage or communicate with airline personnel or MAA employees on any matters other than basic daily O&M response and customer support. If the on-site Systems Administration personnel are engaged or receive communications from airline representatives or MAA personnel other than the MAA TO Contract Manager as identified in this TO, the Contractor's systems administration personnel shall refer all such personnel and/or requests directly to the MAA TO Contract Manager. The MAA Contract Manager must approve all activities of the systems administration personnel in advance other than standard daily O&M response and customer service support as described herein. Under no circumstances shall systems administration personnel attempt to represent the MAA on matters with the airlines or represent the Division of Airport Technology on matters with other MAA entities.

4) Prior to the passenger processing for each flight the Systems Administrator shall report to the associated ticket and gate counters for that flight and verify that all work stations and associated peripherals are in complete functioning order. This shall also include checking back in person at least one time during mid-passenger processing that all systems and equipment are functioning correctly. At this time the administrator shall also make note and document in a database (Ticket Counter Utilization Report) what ticket counters are being utilized by the air carrier for that flight, by date, airline and flight number. Discrepancies of ticket counter assignments shall be phoned in and reported immediately to the MAA Airport Operations Manager(s) on duty. Operational deficiencies shall be documented in a trouble ticket, repaired immediately and reported to the Task Order Contract Manager. All such instances of operational deficiencies shall be compiled and provided in a monthly report for trend analysis.

5) The on-site administration and support services require a high level of support for this critical application during the hours when the Air Carriers and ground handling support companies in International Concourse E are processing passengers. This will entail highly visible support during these times of operations.

J) Disaster Recovery Plan

The successful task order contractor shall provide a detailed plan for maintaining operational capabilities of the system. This shall include restoration procedures that integrate into the existing MAA IT Disaster Recovery Plan. Samples may be obtained at the pre-proposal conference.

K) Miscellaneous Considerations

The Successful TO Contractor shall be responsible for the following:

- 1) All on-site workers requiring unescorted access to the CUTE Core Room (BWI employees will not provide regular access) will be required to be badged by the MAA Security office for work in the Security Identification Display Area (referred to as SIDA). This process includes fingerprinting and a ten-year criminal history record background check by the BWI Airport Security Office and the Federal Bureau of Investigation. See attachment B for additional information and sample application.
- 2) Successful Contractor shall identify and provide a Project Manager to act as the primary point of contact between the MAA and the Selected Successful Contractor for any projects assigned under the scope of this task order. The PM shall follow the guidelines and methodologies of the Project Management Institute (PMI).
- 3) Successful Contractor shall not interfere with the normal operating environment of the MAA or its tenants. All work operations that may disrupt tenant operations must be scheduled with MAA and the tenant one week in advance.
- 4) The successful Contractor shall not install or modify the systems without an Implementation Plan that has been formally approved in writing by the MAA IT Project Manager.
- 5) The successful Contractor shall file and receive an approved Configuration Change Request (CCR) from the MDOT Configuration Change Board (CCB) before any server installation or modification takes place.
- 6) The successful Contractor shall deploy equipment in a manner consistent with MAA/MDOT IT policies and standards. (i.e. naming standards, ip addressing scheme)
- 7) The successful Contractor shall prepare documentation including CCR submission drawings and descriptions, staging/impact plan, and complete "as-built" documentation allowing for ease of maintenance and configuration change.

K) New Equipment Maintenance

Any and all equipment that may be provided new under this task shall be incorporated into the scope of O&M support services described herein and shall include response times and all other support requirements as stipulated in this Section 2.2.1.

L) On-Site and Operational Reporting Requirements

Reporting is an important element of this project.

Minimum Reports list: (reports are to be available in electronic and hard copy format)

CUTE Usage Report (log-on detail by ws/carrier/handler)-Due no later than the second day of each month.

Ticket Counter Utilization Report - Due no later than the second day of the month.

Operational Status Daily Report (by position the status of each workstation and attached peripheral devices) -Due by the fifth day of each month.

Operational Status Deficiencies Report (roll-up report of system component failures by month)-Due by the fifth day of each month.

Monthly Spares Inventory Report (including the operational/repair/replacement status of all spares) -- Due by fifth day of each month.

Monthly Log of “Help Desk” Calls-Due by the fifth day of each month.

The following entities shall receive reports from the system:

MAA Airport Technology (All Reports)- Task Order Contract Manager
MAA Airport Operations (Ticket Counter Utilization Report)- Airport Operations Manager(s) responsible for Gate Management and Ticket Counter Management

2.2.2 NEW AIRLINE INTEGRATION

In it's continuing efforts to expand the air services provided to the traveling public at BWI, the MAA is constantly soliciting the aviation community for new entrant carriers. In that it may be highly desirable that a new carrier operate on the BWI CUTE system, this task order must provide provisions for the integration and implementation of new air carriers onto the BWI CUTE system. The acceptance of these rates under the task order award does not obligate nor infer that the MAA shall authorize any minimum number of assignments of these services during the performance period of this task order. Offerors shall provide in their proposals rates as noted below on a yearly basis for the following:

- A) Yearly flat rates per new airline for establishing and configuring new non-hosted carriers on the LDCS system (maximum of twenty during the term of this TO).
- B) Yearly flat rates per new airline for integrating hosted carriers onto IMUSE for carriers having an IMUSE certified terminal emulator (maximum of twenty during the term of this TO).
- C) Yearly flat rates for each new fully equipped ticket counter position that may be authorized including all equipment, hardware and installation (maximum of twenty during the term of this TO). This shall also include all applicable end user training on hardware and application logon & functionality for up to ten airline employees for each airline utilizing the new installation (maximum of three). These rates shall be based on the MAA providing all required cabling infrastructure and network connectivity to the ticket counter. Standard equipment configuration (see Attachment 12 for make and model information) for a ticket counter position is as follows:

1 each: ATB, BTP, Monitor, Keyboard, IWS, MSR/OCR.

- D) Yearly flat rates for each new fully equipped gate counter position, including associated jetway (maximum of twenty during the term of this TO) that may be authorized including all equipment, hardware, installation. This shall also include all applicable end user training on hardware and application logon & functionality for up to ten airline employees for each airline utilizing the new installation (maximum of three). These rates shall be based on the MAA providing all required cabling infrastructure and network connectivity to the gate counter. Standard equipment configuration (see Attachment 12 for make and model information) for a gate counter is as follows:

1 each : ATB, DCP & UPS, 2 each Monitor, Keyboard, IWS.

Associated Jetway Podium 1 each Monitor, Keyboard, IWS, 2 BGR's.

- E) Yearly T&M rates for developing a new IMUSE Terminal emulator (includes all development necessary to achieve, and including, airline acceptance and certification) for hosted carriers not having a certified IMUSE terminal emulator (maximum of ten during the term of this TO).

In order for the MAA to work with air carriers planning new operations at BWI, it is necessary that base standard timeline metrics be developed and established for A), B), C) and D) above. **Therefore, included in the technical proposals for A), B), C) and D) above, Offerors must provide a work break down structure (WBS) & representative project schedule for each A), B), C) and D).**

For A) and B) these project schedules should be based on a “worst case scenario” when integrating a new non-hosted air carrier on LDCS (a) or hosted/existing emulator on

IMUSE (b) and shall include all associated activities including circuit ordering, gateway configurations, airline personnel training, etc. For the purposes of establishing the representative project schedule for b) Offerors shall assume a sixty-day lead-time for circuit delivery from the airline's Telco.

For C) and D) these project schedules should be based on a "worst case scenario" lead time for equipment delivery and installation.

2.2.3 OFFICIAL AIRLINES GUIDES AUTOMATED FEEDS

Offerors shall include in their Financial Proposals annual rates for the duration of this task for the following:

- a) Real-time daily flight status data from Official Airlines Guides (OAG) delivered in XML format to a MDOT provided FTP site.
- b) Once a month seasonal data for BWI Airport (SSIM file) from OAG delivered to a MDOT FTP site.

2.2.4 OPTIONAL TASKS

a) Airvue Support and On-site Administration and Maintenance

The ARINC Airvue system provides back-wall sign display scheduling for the International Concourse E. As noted elsewhere in this TORFP, Offerors shall include in their proposals an optional bid item for supporting the Airvue system including all scheduling and programming functions, establishing new airline logos on the system, all manufacturer recommended maintenance activities, software support and all hardware support (includes hardware break-fix & replacement for non-repairable hardware with the exception of LCD displays). All costs associated with Airvue system support (including the hardware/software maintenance, operation, administration, Airvue schedule programming, ensuring/verifying correct logo display prior to each flight, etc.) shall be proposed consistent with Section 2.2.1, as an optional milestone in the price breakdown and shall not be included in the base bid amount. An existing Airvue system equipment inventory list and Airvue MAA owned critical spares inventory list shall be provided at the pre-proposal conference. The equipment list shall also be Emailed out to all recipients of record along with any responses required from the pre-proposal conference.

A representative WBS and associated sample project schedule (worst case scenario) for adding a new airline log must also be provided in the technical proposals.

b) ARINC IMUSE/LDCS Redundant Core Room Equipment

The MAA desires the establishment of a fully Redundant CUTE Core Room (RCR) whereby all servers, applications, etc., supporting both IMUSE and LDCS shall be replicated. The intent of the RCR is to establish and support the existing systems (IMUSE/LDCS) in "Hot Standby mode" whereby the associated circuits would be manually cutover in the event of the loss or failure of the primary CUTE/LDCS systems and gateways thus enabling the actual use/transition of the HOT Standby Arrays in the RCR into live "production mode".

Pricing for this option shall reflect only the hardware, software and all associated components (servers, OS, gateways, applications, databases, computer racks, cabling, etc.) including installation and configuration to establish the IMUSE/LDCS systems in such a Hot Standby mode configuration. The MAA will provide all necessary communications and network infrastructure between the two physical sites and fit-out of the RCR (HVAC, UPS, etc.). The vendor shall be required to extend power from the All equipment required for the RCR shall be provided new with the exception of the following existing equipment which shall be re-deployed from the existing CUTE Core Room to the RCR:

- Domain Controller No. 2
- Web/File Server No. 2
- LDCS Server No. 2

A complete equipment list shall be provided at the pre-proposal conference as well as access to the primary CUTE Core Room. The equipment list shall also be Emailed out to all recipients of record along with any responses required from the pre-proposal conference.

Separate pricing shall be quoted to incorporate all equipment provided under this option into the scope detailed in Section 2.2.1. This pricing shall be in the form of additional monthly rate quoted on a yearly basis.

2.2.5 DELIVERABLES

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 a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.

D) Present information that is relevant to the section of the deliverable being discussed. The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.2.6 BILLABLE DELIVERABLE/DELIVERY SCHEDULE:

ID	Deliverables	Expected Completion:
2.2.1	IMUSE Maintenance and System Administration Services	Daily
2.2.2.A)	New airline integration-Non-Hosted carrier on LDCS	Per negotiated agreement as needed and authorized
2.2.2.B)	New airline integration-Hosted carrier on IMUSE	Per negotiated agreement as needed and authorized
2.2.2.C)	Additional ticket counter position	Per negotiated agreement as needed and authorized
2.2.2.D)	Additional gate counter/jetway position	Per negotiated agreement as needed and authorized
2.2.2.E)	Terminal Emulator Development	Per negotiated agreement as needed and authorized
2.2.3A)	OAG Real time daily flight status update XML feed	Daily
2.2.3.B)	OAG seasonal schedule in SSIM file format delivered to MDOT FTP site.	Monthly
2.2.4.A)	AIRVUE On-site support & administration (optional)	Daily (if option is awarded)
2.2.4.B)	Redundant Core Room (optional)	Per negotiated agreement (if option is awarded)

2.2.7 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. These may include, but are not limited to:

- A) The State’s System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) 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 subcontractors are to follow a consistent methodology for all TO activities.

2.3 CONTRACTOR EXPERTISE REQUIRED

The staff assigned by the TO Contractor to provide these services must have two years of experience supporting the ARINC IMUSE application in an airport environment. The contractor must provide resumes for each proposed staff assignment in order for the State to evaluate this experience requirement.

2.4 CONTRACTOR QUALIFICATIONS

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. TO Contractors shall demonstrate with references in their proposals, that they possess expertise and experience providing System Administration, peripheral hardware support, software support and development for the following applications and systems:

ARINC IMUSE

ARINC IMUSE emulator software development and support

ARINC AIRVUE system and application support

2.5 RETAINAGE

Retainage is not applicable to this TO.

2.6 PAYMENT AND INVOICES

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.5.

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

2.6.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the MAA as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send 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 the MAA at the following address:

Maryland Aviation Administration

Division of Airport Technology

P.O. Box 8766

BWI Airport, MD 21240

Attention: Mr. Neal Heaton

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

2.7 TASK ORDER & PROJECT MANAGEMENT REPORTING

2.7.1 Project Management:

In general any project work performed resultant from this task order shall adhere to the project management methodologies of the Project Management Institute. The TO Contractor and the TO Requesting Agency shall conduct monthly progress meetings. A weekly project progress report shall be submitted five 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 Number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the reporting period.
- Deliverable progress, as a percentage of completion.
- Preventative Maintenance Report
- Spares Report
- Minutes of all meetings (formal and informal) between the Contractor and other entities with the MAA representative documented on the report
- 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.
- Additionally, the Successful Contractor shall provide written notification to the MAA IT Project Manager and the Contract Manager where applicable, with a copy to the DBM OIT CPMD, when the Successful Contractor reaches 75% of

the ceiling price or the fixed price amount for each component or optional task authorized under this TO.

2.7.2 MBE

The MBE goal for this TO is 0%.

2.8 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

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

- (a) The Contractor shall submit in English two separate documents by email, each of which shall be clearly labeled as follows:

Volume I - Technical Proposal

Volume II - Financial Proposal

Each volume shall contain a title page and Table of Contents.

The Technical Proposal shall **not** contain any reference to price. The Contractor shall submit each volume as a separate e-mail attachment file.

- (b) The Technical and Financial Proposals shall be prepared to print on standard 8 1/2 x 11 inch pages using an appropriate word processing and spreadsheet applications, e.g., Word (version 6.0 or higher) and Excel (version 5.0 or higher). Text must be single spaced and the print must be spaced not more than six (6) lines per inch. Proposal pages must be numbered, printed one-side only with one-inch margin on each side.

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services – Work Plan

- 1) **Requirements:** A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) **Risk Assessment:** An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) **Proposed Solution:** A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) **Proposed Tools:** A description of all proposed tools that will be used to facilitate the work.
- 6) **Tasks and Deliverables:** A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of

progress reporting (see Section 2.7.1 Project Management).

- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Not applicable.

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type, and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- 2) As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract the Offeror is to provide:
 - a) The State contracting entity
 - b) A brief description of the services/goods provided
 - c) The dollar value of the contract
 - d) The term of the contract
 - e) The State employee contact person (name, title, telephone number and if possible e-mail address)
 - f) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

F) Proposed Facility

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

G) State Assistance

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

H) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.
- B) Completed Financial Proposal - Attachment 1

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

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

1. The overall understanding of the work required.
2. The qualifications of the proposed personnel meet or exceed the minimum qualifications set forth in the Master Contract.
3. Satisfactory past performance on engagements provided as reference accounts in the Offeror's Technical Proposal to the TORFP or other engagements not provided in the Technical Proposal but known to the State, especially previous task orders prepared under the Master Contract.
4. The level of economic benefit to the State of Maryland.

A task order agreement will be awarded to the responsible and responsive Offeror whose proposal shall be the most advantageous to the State, considering price and the technical evaluation factors set forth herein. In making this determination, technical merit may receive greater weight than price.

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.2 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.3 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit shall have greater weight than price.

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

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

ATTACHMENT 1 - PRICE PROPOSAL FORM

PRICE PROPOSAL FOR CATS TORFP # J00P7200003

Base Rates		
Identification	Deliverable	FP Monthly Rate
2.2.1	IMUSE Maint. & Admin. (Year 1)	
2.2.3.A	OAG Daily (Year 1)	
2.2.3.B	OAG Seasonal (Year 1)	
	Sub-Total Proposed Monthly Fixed Price (Year 1)	
	Total Annual Cost (Year 1)	
2.2.1	IMUSE Maint. & Admin. (Year 2)	
2.2.3.A	OAG Daily (Year 2)	
2.2.3.B	OAG Seasonal (Year 2)	
	Sub-Total Proposed Monthly Fixed Price(Year 2)	
	Total Annual Cost (Year 2)	
2.2.1	IMUSE Maint. & Admin. (Year 3)	
2.2.3.A	OAG Daily (Year 3)	
2.2.3.B	OAG Seasonal (Year 3)	
	Sub-Total Proposed Monthly Fixed Price(Year 3)	
	Total Annual Cost (Year 3)	
2.2.1	IMUSE Maint. & Admin. (Year 4)	
2.2.3.A	OAG Daily (Year 4)	
2.2.3.B	OAG Seasonal (Year 4)	
	Sub-Total Proposed Monthly Fixed Price(Year 4)	
	Total Annual Cost (Year 4)	
	Grand Total Base Rates Annual Cost (Four years)	
Additional Fixed Price Rates		
Identification	Deliverable	FP
2.2.2.A	Each new non-hosted carrier (rate each- year 1)	
2.2.2.A	Each new non-hosted carrier (rate each- year 2)	
2.2.2.A	Each new non-hosted carrier (rate each- year 3)	
2.2.2.A	Each new non-hosted carrier (rate each- year 4)	
2.2.2.B	Each new hosted carrier (rate each- year 1)	
2.2.2.B	Each new hosted carrier (rate each- year 2)	
2.2.2.B	Each new hosted carrier (rate each- year 3)	
2.2.2.B	Each new hosted carrier (rate each- year 4)	
2.2.2.C	Additional Ticket Counter (rate each- year 1)	
2.2.2.C	Additional Ticket Counter (rate each- year 2)	
2.2.2.C	Additional Ticket Counter (rate each- year 3)	
2.2.2.C	Additional Ticket Counter (rate each- year 4)	
2.2.2.D	Additional Gate/Jetway Counter (rate each- year 1)	
2.2.2.D	Additional Gate/Jetway Counter (rate each- year 2)	
2.2.2.D	Additional Gate/Jetway Counter (rate each- year 3)	
2.2.2.D	Additional Gate/Jetway Counter (rate each- year 4)	

Additional T&M Rates		
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Identification	Deliverable	Proposed T& M Hourly Rate
2.2.1.I(2)	Additional Hours of IMUSE Maint. & Admin. (Year 1)	
2.2.1.I(2)	Additional Hours of IMUSE Maint. & Admin. (Year 2)	
2.2.1.I(2)	Additional Hours of IMUSE Maint. & Admin. (Year 3)	
2.2.1.I(2)	Additional Hours of IMUSE Maint. & Admin. (Year 4)	
2.2.2.E.	Emulator Development (Year 1)	
2.2.2.E.	Emulator Development (Year 2)	
2.2.2.E.	Emulator Development (Year 3)	
2.2.2.E.	Emulator Development (Year 4)	

FP Optional Rates		
Identification	Deliverable	FP
2.2.4.A	AIRVUE Maint. & Admin (year 1-Monthly Rate)	
2.2.4.A	AIRVUE Maint. & Admin (year 2-Monthly Rate)	
2.2.4.A	AIRVUE Maint. & Admin (year 3-Monthly Rate)	
2.2.4.A	AIRVUE Maint. & Admin (year 4-Monthly Rate)	
2.2.4.B	Redundant Core Room Buildout	
2.2.4.B	Redundant Core Room Additional O&M Cost (year 1-Monthly Rate)	
2.2.4.B	Redundant Core Room Additional O&M Cost (year 2-Monthly Rate)	
2.2.4.B	Redundant Core Room Additional O&M Cost (year 3-Monthly Rate)	
2.2.4.B	Redundant Core Room Additional O&M Cost (year 4-Monthly Rate)	

ATTACHMENT 2 - Task Order Agreement

CATS TORFP # J00P7200003.
OF MASTER CONTRACT # 050R5800338

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 200**X** by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, TO Maryland Aviation Administration (MAA).

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 MAA, as identified in the CATS TORFP # J00P7200003.
 - b. “CATS TORFP” means the Task Order Request for Proposals # J00P7200003, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and **MASTER CONTRACTOR** dated December 19, 2005.
 - 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 **MASTER CONTRACTOR**.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland 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 TORFP dated **date of TO Proposal – Technical**.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated **date of TO Proposal - FINANCIAL**.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

- 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
- 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS 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 TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of **insert time for performance**, commencing on the date of Notice to Proceed and terminating on **MONTH DAY, YEAR**.

4. Consideration and Payment

- 4.1. The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed **\$total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2. Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager.
- 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 AVIATION ADMINISTRATION, DIVISION OF AIRPORT
TECHNOLOGY

By: (insert name) Agency TO Procurement Officer

Date

Witness: _____

ATTACHMENT 3 - Conflict Of Interest Affidavit And Disclosure

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

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

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

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

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

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

Date: _____

By: _____
(Authorized Representative and Affiant)

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 4 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement. In this case, 3 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 4 - 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 RFP from section 2.5 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from section 2.5 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from section 2.5 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

ATTACHMENT 5 - Directions to the Pre-TO Proposal Conference

BWI Airport, International Concourse E, Lower level information desk.

ATTACHMENT 6 - NOTICE TO PROCEED

Day Month, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #J00P7200003

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Day Month, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency 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, Office of Information Technology, DBM
Project Management Office, Office of Information Technology, DBM

ATTACHMENT 7 - AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

Project Name: CUTE O&M

TO Agreement Number: #J00P7200003

Title of Deliverable: _____

TORFP Reference Section Number: _____

Deliverable Reference ID Number: _____

Name of TO Manager: Mr. Robert Polkiewicz

TO Manager Signature

Date Signed

Name of Contractor's Project Manager: _____

Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.9 OF THE TORFP.

ATTACHMENT 8 - ACCEPTANCE OF DELIVERABLE FORM

Agency Name: MAA

Project Name: CUTE O&M

TO Manager: Mr. Robert Polkiewicz (410) 859-7612

To: TO Contractor's Contract Manager

The following deliverable, as required by TO Agreement #J00P7200003, 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 2.2.3 OF THE TORFP.

ATTACHMENT 9 - 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 TORFP #J00P7200003 for Common Use Terminal Equipment O&M. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, 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 Gisela Blades (TO Procurement Officer) Department of Budget and Management 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 10 - 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 MAA (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 CUTE O&M No. J00P7200003 dated **release date for TORFP**, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

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

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

Contractor/Contractor's Personnel:

MAA:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

EXHIBIT A

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

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

Signature

Date

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

ATTACHMENT 11 - EXISTING EQUIPMENT LISTING

See attached Excel Workbook file:

Inventory Count (2)