



**CONSULTING AND TECHNICAL SERVICES (CATS)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**MARYLAND TRANSPORTATION
ICCTV BASELINE INVENTORY
CATS TORFP PROJECT J01P9200135
SMALL BUSINESS RESERVE ONLY**

MARYLAND DEPARTMENT OF TRANSPORTATION

ISSUE DATE: JANUARY 27, 2009

CONTENTS

SECTION 1 - ADMINISTRATIVE INFORMATION	5
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT	5
1.2 TO AGREEMENT	5
1.3 TO PROPOSAL SUBMISSIONS	5
1.4 ORAL PRESENTATIONS/INTERVIEWS	5
1.5 MINORITY BUSINESS ENTERPRISE (MBE)	5
1.6 CONFLICT OF INTEREST	5
1.7 NON-DISCLOSURE AGREEMENT	6
1.8 LIMITATION OF LIABILITY CEILING	6
1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES	6
SECTION 2 - SCOPE OF WORK	7
2.1 PURPOSE AND BACKGROUND	7
2.2 TECHNICAL REQUIREMENTS	7
2.3 CONTRACTOR EXPERTISE REQUIRED	11
2.4 CONTRACTOR QUALIFICATIONS	11
2.5 INVOICING	11
SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	13
3.1 REQUIRED RESPONSE	13
3.2 FORMAT	13
SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT	16
4.1 EVALUATION CRITERIA	16
4.2 TECHNICAL CRITERIA	16
4.3 SELECTION PROCEDURES	16
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT	16
ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS	18
ATTACHMENT 3 – TASK ORDER AGREEMENT	29
ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE	32
ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY	33
ATTACHMENT 6 – DIRECTIONS	35
FROM THE SOUTH	35
FROM THE NORTH	35
ATTACHMENT 7 – NOTICE TO PROCEED	36
ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM	37
ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM	38
ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)	39
ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)	40
ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST	42
PRESS RELEASE - OFFICE OF THE GOVERNOR	46

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. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments. Note, as of July 1, 2008, the CATS Master Contract is administered by the Maryland Department of Information Technology (DoIT), under BPO Number 060B9800029.

Although information from the Master Contractors must be sent to concurrent individuals as stated in this Key Information Summary Sheet, all correspondence from MDOT to the TO Contractors shall be sent only by the MDOT Contracts Manager or designee. Also, all original proposals submitted by the TO Contractors shall be emailed to the MDOT IT Contracts Administrator and copies emailed to all other individuals listed in the Key Information Summary Sheet.

TORFP Title:	iCCTV Baseline Inventory
Functional Area:	Functional Area 10, IT Management Consulting Services
TORFP Issue Date:	January 27, 2009
Closing Date and Time:	February 26, 2009 at 12:00 PM
TORFP Issuing Agency:	Maryland Department of Transportation/The Secretary's Office/Homeland Security
Send Questions and Proposals to: All questions shall be submitted to the TO Procurement Officer by February 13, 2009 at 12:00 PM local time. Questions submitted after that date shall not be considered.	Mr. Carl Stein, Procurement Officer Office Phone: (410) 865-1315 FAX: (410) 865-1103 Email: cstein@mdot.state.md.us
TO Procurement Officer:	Mr. Carl Stein, Office Phone: (410) 865-1315 FAX: (410) 865-1388 Email: cstein@mdot.state.md.us

TO Manager:	Mike Fischer Office Phone Number: 410-865-1161 Office FAX Number: 410-865-1388
TO Project Number:	J01P9200135
TO Type:	Fixed firm price by deliverables
Period of Performance:	Notice-to-Proceed + 120 days
MBE Goal:	25%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	Maryland Department of Transportation/ Various Facilities
TO Pre-proposal Conference:	Maryland Department of Transportation 7201 Corporate Center Drive Hanover, Maryland 21076 February 9, 2009 at 10:00 AM Richard H Trainor Room 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 scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 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 Maryland Department of Transportation's 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 #J01P9200135. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #J01P9200135 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #J01P9200135 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

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 (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the 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 Maryland Department of Transportation, 7201 Corporate Center Drive, Hanover, Maryland 21076. 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 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 (TO Contractor) in the form of Attachment 11. The work product and deliverables (draft and final) resulting from this task order will also be covered by the Non-Disclosure Agreement.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT will be performing contract management oversight on the CATS master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS 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 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.

1.10 SENSITIVE SECURITY INFORMATION

The successful bidder will have access to Maryland sensitive security information. That information must be kept secure and is protected from public disclosure. The successful bidder, specific identified employees involved in this task order and any subcontractors and their employees will be required to sign a Non-Disclosure Statement. In addition, all employees working on this project must be identified prior to commencing and must pass criminal background screening.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

Maryland intends to integrate Closed Circuit Television (CCTV) signals from disparate sources across Maryland to further public safety throughout Maryland. The first step in accomplishing this is to understand the State's baseline inventory. The Maryland Department of Transportation (MDOT) is issuing this CATS TORFP to obtain a comprehensive inventory of the State's CCTV systems and associated fixed and mobile cameras and to identify a process that will ensure the inventory is maintained in the future.

2.1.2 REQUESTING AGENCY BACKGROUND

The Maryland Department of Transportation (MDOT) provides Maryland citizens with a transportation network encompassing aviation, highway, marine, mass transit, motor vehicle, railroad and toll facilities. To accomplish this, the MDOT has five modal administrations: the Maryland Aviation Administration (MAA); the Maryland Port Administration (MPA); the Motor Vehicle Administration (MVA); the Maryland Transit Administration (MTA) and the State Highway Administration (SHA), each with its own sphere of responsibilities. The other component of Maryland's transportation system is the Maryland Transportation Authority (MdTA).

The Maryland State Highway Administration operates a Statewide Operations Center that combines communications, data, and video sharing along our highway network. The Maryland Secretary of Transportation has proposed expanding the role of this center to a Department-wide Operations Center (DOTOPS). This center will have the capability to monitor activities occurring throughout the State's transportation infrastructure to include BWI Marshall Airport, the Port of Baltimore, roads (public and toll), bridges and tunnels, motor vehicle administration, and transit (vehicles, rail lines and facilities). Future monitoring will incorporate the maritime domain, air (CBRNE) and agro-surveillance. In addition to monitoring, this center will have the capability to both send and receive voice, data, and video to and from first responder vehicles (police cars, patrol boats, and aircraft) and other emergency management related entities. The center will receive redundant feeds and will be fully activated upon the request of the Secretary for designated incidents/events.

2.1.3 PROJECT BACKGROUND

The MDOT has a long history of CCTV usage. From early beginnings with fixed analog cameras at entry points and inside Baltimore's tunnels to cameras placed along key State and Interstate highways for incident and congestion management, MDOT has long understood the need to see what was happening in the environment which we manage and maintain. Accordingly, when Governor O'Malley established his 12 Core Homeland Security Capacities (see attached press release from Governor's Office), Secretary Porcari immediately embraced the Statewide Intelligent CCTV concept. The Secretary's vision is a unified bi-directional multi-dimensional CCTV system for the State of Maryland incorporating local governments and the private sector. On November 6th, 2008 the iCCTV Committee was formed to implement the Secretary's vision. The Committee quickly determined that details regarding the existing CCTV cameras and systems were required, therefore this TORFP was developed.

Currently MDOT has ~6,200 operating cameras spread across every modal administration. These cameras vary by class (analog v. digital), functionality (fixed v. PTZ), and capabilities (thermal for night vision, analytics, etc.). There are an additional ~700 grant funded cameras scheduled for short-term delivery and installation. Today, there are various locations and capabilities of the monitoring stations for these cameras. Each facility fulfills a basic need that will be expanded and enhanced at the new DOTOPS Center. In addition to the MDOT owned cameras, there are hundreds of fixed and mobile cameras and multiple monitoring centers owned and operated by other State agencies that need to be integrated with DOTOPS.

2.2 TECHNICAL REQUIREMENTS

The TO Contractor will perform the following tasks:

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.

Task 1: Determine Data Elements to Collect – The TO Contractor shall identify the data elements that should be collected for each Camera and System. The data collected will be used to conduct threat and risk assessments, identify gaps, and to develop the future Statewide CCTV system. At a minimum the following elements should be inventoried:

- a) Camera type
- b) Location
- c) Physical Connectivity
- d) Field of view
- e) Monitoring
- f) Archiving
- g) Owner/operator
- h) Users
- i) Functionality
- j) Operation and maintenance requirements
- k) Additional technical requirements
- l) Network connectivity
- m) Bandwidth
- n) Compatibility
- o) Output format

Task 2: Develop Inventory System Strategy – The TO Contractor shall research existing inventory systems and determine a strategy for integration of those systems into a statewide system. They should determine the pros and cons related to using each of the existing systems.

Task 3: Gather CCTV Data – The TO Contractor shall collect the data elements identified during Task 1 for the following State agencies: Maryland Department of Transportation (MDOT, including The Secretary’s Office (MDOT-HQ), Maryland Aviation Administration (MAA), Maryland Port Administration (MPA), Maryland Transit Administration (MTA), Maryland Motor Vehicle Administration (MVA), and Maryland State Highway Administration (SHA)), Maryland Transportation Authority (MdTA), Maryland State Police (MSP), Maryland Department of Natural Resources (DNR), and Maryland Department of General Services (DGS).

Task 4: Identify iCCTV Inventory Data Maintenance Strategy – The TO Contractor shall provide process options (including resource and financial requirements) that will ensure the inventory data is maintained over time.

Task 5: Project Reporting – The TO Contractor shall attend a project initiation meeting and then conduct biweekly status meetings with the Task Order Manager. These meetings shall identify any issues or concerns, update schedule status, and anticipated next steps. The TO Contractor shall also provide a project status report and present deliverables at the monthly iCCTV committee meetings. The TO Contractor shall also provide a briefing at least one Statewide Interoperability Executive Committee (SIEC) meeting and at least one senior management briefing.

PROJECT APPROACH

Upon notice to proceed the selected vendor will participate in a kick-off meeting with all affected agencies and will initiate follow-on inventory assessments with each agency to finalize data collection strategies based upon existing

information beginning with the MDOT agencies. Hard copies of any data generated will be provided according to the schedule in 2.2.2 and oral presentations and draft final reports will be provided. The contractor will submit at least 15 hard copies of the draft inventory and electronic copy with an oral presentation no later than 12 weeks from Notice to Proceed, and at least 25 hard copies of the final inventory and electronic copy within 14 weeks from Notice to Proceed. The electronic copy shall be updateable so State employees with proper access can maintain the inventory going forward. The estimated completion dates in 2.2.2 may be adjusted depending on the TO contractor's work plan. However, the final deliverable of NTP plus 120 days is a firm date to allow for timely follow-on projects.

2.2.1 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager deliverables compatible with Microsoft Access, Microsoft Office 2003, Microsoft Project 2003, Visio 2000 and Adobe Acrobat Reader 8. Any graphics provided shall be in a standard format and as a separate file.

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 presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall 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.

2.2.2 DELIVERABLE/ DELIVERY SCHEDULE

Task	Deliverables for 2.2.3	Report Quantities and Format	Estimated Completion:
1	Draft CCTV Data Element Report	Electronic and 15 hard copies	NTP + 2 weeks
1	Final CCTV Data Element Report	Electronic and 25 bound color hard copies	NTP + 4 weeks
2	Strategy for statewide inventory Repository	Electronic and 15 hard copies	NTP + 6 weeks
3	Draft Inventory Report	Electronic (Microsoft Access) and 15 hard copies	NTP + 12 weeks
3	Final Inventory Report	Electronic (Microsoft Access) and 25 hard copies	NTP + 14 weeks
4	Draft Data Maintenance Strategy	Electronic and 15 hard copies	NTP + 12 weeks
4	Final Data Maintenance Strategy	Electronic and 25 hard copies	NTP + 14 weeks
5	Biweekly Project Status Reports	Electronic and 15 hard copies	Every two weeks after NTP
5	Monthly iCCTV Committee Briefings	Electronic and 25 bound color hard copies	Every month after NTP
5	WorkPlan	Electronic and 15 hard copies	NTP + 1 week

2.2.3 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.
- MDOT Security Policy

2.3 CONTRACTOR EXPERTISE REQUIRED

The Master Contractor must document a professional level of expertise in the inventory, design and implementation of high quality CCTV surveillance systems within a Transportation environment.

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. The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

2.4.1 Demonstrate specific experience in the inventory, design and implementation of CCTV systems within a Transportation environment.

2.4.2 The TO Contractor must comply with background screening requirements as required by MDOT in 1.10

2.5 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.2.

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 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.

2.5.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the MDOT 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 MDOT at the following address: **Michael J. Fischer**
Maryland Department of Transportation
7201 Corporate Center Drive, 3rd. Floor
Hanover, MD. 21076
- 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.

2.6 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS 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 the Maryland Department of Transportation at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form

(Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to the Maryland Department of Transportation. The Maryland Department of Transportation will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

SECTION 3 - TASK ORDER 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 or two possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback form submitted electronically via the CATS web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

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

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).
- 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. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.4.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 2) 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, to be provided at the interview, 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.
- 3) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) The State contracting entity.
 - b) A brief description of the services/goods provided.
 - c) The dollar value of the contract.
 - d) The term of the contract.
 - e) Whether the contract was terminated prior to the specified original contract termination date.
 - f) Whether any available renewal option was not exercised.
 - g) The State employee contact person (name, title, telephone number and e-mail address).

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

F) 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
(Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);

B) Attachment 1 - Completed Financial Proposal, including:

Attachment 1A – Fixed Price Cost

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER 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.

- Experience of the proposed staff in providing the service as described in this TORFP
- TO Contractors understanding of the services being requested
- Satisfactory past performance on engagements provided as reference accounts in the Technical Proposal or other engagements not provided in the Technical Proposal but known to the State.

4.3 SELECTION PROCEDURES

- A) 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.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical has greater weight than the financial

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

ATTACHMENT 1

PRICE PROPOSAL FORM

PRICE PROPOSAL FOR CATS TORFP # J01P9200135

Identification	Deliverable	Task 3 Agency Inventory Price	Task PRICE
Tasks			
Task 1	Data Element Report	N/A	
Task 2	Develop Inventory System Strategy	N/A	
Task 3	Gather CCTV Data- State Agency Inventories		
3-1	Maryland Port Administration (MPA)		
3-2	Maryland Aviation Administration (MAA)		
3-3	Maryland Department of Transportation		
3-4	MARYLAND TRANSIT ADMINISTRATION (MTA),		
3-5	MARYLAND MOTOR VEHICLE ADMINISTRATION (MVA),		
3-6	MARYLAND STATE HIGHWAY ADMINISTRATION (SHA)		
3-7	MARYLAND TRANSPORTATION AUTHORITY (MDTA)		
3-8	Maryland State Police (MSP)		
3-9	Maryland Department of Natural Resources (DNR)		
3-10	Maryland Department of General Services (DGS)		
	Total Task 3 (Items: 3-1 thru 3-10)		
Task 4	Identify Inventory Data Maintenance Strategy	N/A	
Task 5	Project Documentation and Reporting	N/A	

Total Proposed Fixed Price (Task 1+ Task 2+ Task 3+ Task 4+ Task 5)			

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS

CATS TORFP # J01P9200135

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month’s MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January’s activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.

4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. J01P9200135, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 25 percent and, if specified in the TORFP. I have made a good faith effort to achieve this goal.

OR

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

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

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

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J01P9200135	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # J01P9200135, I state the following:

1. 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 certified MBEs for these subcontract opportunities.

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

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

(DESCRIBE EFFORTS)

 This project does not involve bonding requirements.

5. Offeror did/did not attend the pre-proposal conference
 No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)

conjunction with TORFP No. J01P9200135, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP #J01P9200135 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

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

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

Return one copy of this form to the following address:

Maryland Department of Transportation Office of Diversity & Equity compliancereports@mdot.com	Michael Fischer Maryland Department of Transportation 7201 Corporate Center Drive, 3 rd . Floor Hanover, MD. 21076 mfischer@mdot.state.md.us
---	--

Signature: _____ Date: _____

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): ___/_____ Report Due By the 15th of the following Month.	CATS TORFP #J01P9200135 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. 2. 3. Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

Return one copy of this form to the following address:

Maryland Department of Transportation Office of Diversity & Equity compliancereports@mdot.com	Michael Fischer Maryland Department of Transportation 7201 Corporate Center Drive, 3 rd . Floor Hanover, MD. 21076 mfischer@mdot.state.md.us
---	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# J01P9200135 OF MASTER CONTRACT #050R5800338

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, the Maryland Department of Transportation.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Maryland Department of Transportation, as identified in the CATS TORFP # J01P9200135.
 - b. “CATS TORFP” means the Task Order Request for Proposals # J01P9200135, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO 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 the Maryland Department of Transportation and TO 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 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 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 unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Maryland Department of Transportation

By: insert name, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – 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 Financial 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. 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 6 – DIRECTIONS
TO THE PRE-TO PROPOSAL CONFERENCE
DIRECTIONS TO MDOT HEADQUARTERS

FROM THE SOUTH

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Stoney Run (this is an overpass which crosses over MD 170). Make a left at the top of the ramp and cross over MD 170. Follow to the stop sign. Make a right at stop sign and approximately 1,000 feet bear left onto Corporate Center Drive.

From I-95 or BW Parkway take MD 100 East to MD 170 North. Take MD 170 North to Stoney Run (this is an overpass that cross over MD 170). Make a left at the top of ramp and cross over MD 170. Follow to stop sign. Make a right at stop sign and approximately 1,000 feet bear left onto Corporate Center Drive.

FROM THE NORTH

From I-95 or BW Parkway take I-195 to MD 170 South. Take MD 170 South to Stoney Run (this is an overpass that crosses over MD 170 and a left hand turn from MD 170). Make a left at the top of the ramp and cross over MD 170. Follow to stop sign. Make a right at stop sign and approximately 1,000 feet bear left onto Corporate Center Drive.

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #J01P9200135

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 the Maryland Department of Transportation 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 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: the Maryland Department of Transportation

TORFP Title: iCCTV Baseline Inventory

TO Manager: Michael Fischer 410-865-1161

To:

The following deliverable, as required by TO Agreement #J01P9200135, 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 2.2.1 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 TORFP #J01P9200135 for iCCTV Baseline Inventory. 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 Carl Stein the Maryland Department of Transportation on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 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 Department of Transportation (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 iCCTV Baseline Inventory TORFP No. J01P9200135 dated January 27, 2009, (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.

TO Contractor/TO Contractor's Personnel: Maryland Department of Transportation:

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

A) Has there been any substitution of personnel?

Yes No (If no, skip to Section 4.)

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)** _____

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

Press Release - Office of the Governor

.1.1 Governor O'Malley Delivers Homeland Security Address to Democratic Leadership Council

.1.2 Governor Outlines Homeland Security Goals; Highlights Core Capacities for Maryland First Responders

NASHVILLE, TN (July 30, 2007) – Governor Martin O'Malley today delivered an address focused on homeland security to the Democratic Leadership Council. Speaking before hundreds of Democratic leaders and elected officials, Governor O'Malley outlined homeland security goals for local and state governments. O'Malley also sent a message today to Maryland first responders and emergency management personnel identifying basic, core capacities that every region in Maryland should have.

“Maryland can be – and should be – nothing less than the best-prepared state in America,” said Governor O'Malley in the message to local first responders. “A critical step towards achieving this goal is to identify the basic, core capacities which every region in our state should have, and to assess our current level of preparedness in these critical areas so that we may ensure we are investing our resources first and foremost to meet any capability gaps in these areas.”

During his address to the DLC, O'Malley stressed the importance of *security integration* and information sharing between all levels of government and first responder agencies. “Nothing we care about as a society is possible without public safety and security,” O'Malley said. “In the broadest sense, security integration means protecting our people and communities through seamless coordination and consistent information-sharing among government at all levels. It means that the criminal justice system must work as a *system*, not a collection of parallel lines that never meet.”

In his speech as well as his message to Maryland first responders and emergency management personnel, Governor O'Malley outlined a checklist of 12 core homeland security capacities – the standards by which Maryland will be measuring the readiness of its localities and which every state in the nation can use to determine whether they are meeting their responsibilities:

1. **Interoperable Communications**—First responders in every region in Maryland should have access to a fully digital, trunked radio system, which all response partners can access in order to, transmit and receive voice and data.
2. **Intelligence/Information Sharing**—Law enforcement officers in every region in Maryland should have the ability to transmit and receive law enforcement database information from the field and share that information on a real-time basis.
3. **HAZ MAT/Explosive device response**—Every metropolitan region should have a Type 1 Hazmat team and a Type 1 bomb response team, either as one unit, or separate units, and there should be sufficient units statewide to provide a mutual aid response in any jurisdiction within a minimal amount of time.

4. **Personal Protective Equipment for First Responders**—All police officers, firefighters, and emergency medical providers in every metropolitan region should have ready and immediate access to personal protective equipment, including at a minimum some form of emergency airway protection, access to more advanced breathing apparatus and protective suits, and medications and antidotes against common WMD agents, and the training to use this equipment properly. All police officers, firefighters, and emergency medical providers in rural regions should have ready and immediate access to personal protective equipment appropriate to local hazards.
5. **Bio-surveillance**—Every region in Maryland should have access to a real-time, 24/7 statewide bio-surveillance system that incorporates a wide span of data, including symptoms presenting in emergency rooms and to paramedics, over-the-counter sales of pharmaceuticals, animal carcass pick up, and in metropolitan areas, sensor-based data, such as air monitoring for chemical and radiological releases.
6. **Vulnerability Assessment**— Every region in Maryland should have a comprehensive all-hazards threat and vulnerability assessment in place and fully updated every three years, including an assessment and inventory of critical infrastructure in the region.
7. **Training and Exercises**— Every region in Maryland should have a fully funded program of annual training and preparedness exercises, which address the most likely hazards and threats for that area, including drills with partner jurisdictions that may provide mutual aid at least twice per year.
8. **CCTV**— Maryland should have a robust closed circuit television (CCTV) network to secure critical infrastructure such as power and water treatment plants and to provide the ability to monitor events in real time via means such as highway cameras to aid in evacuation control, and patrol car, helicopter, and marine unit downlinks to aid in incident response.
9. **Mass Casualty/Hospital Surge**— Every region in Maryland should have the equipment, supplies, and training to respond to a mass casualty event either directly or via close at hand mutual aid, including events requiring mass decontamination.

10. **Planning**— Every region in Maryland should have the capacity to develop plans to conduct no-notice and advance notice evacuation of its population, including special needs populations, persons without transportation, and vulnerable facilities such as hospitals, nursing homes, and assisted living centers—and in conjunction with partners, access to the equipment, personnel and supplies to carry out these plans.
11. **Backup Power and Communications**— Every region in Maryland should have an inventory of pre-identified critical facilities, including privately owned facilities such as gas stations, and an up to date assessment of their backup power capabilities.
12. **Transportation Security**— Maryland’s water ports, airports, train stations, subways, and rail lines should be fully hardened against attack with permanent physical countermeasures such as CCTV, lighting and fencing, and receive regular and randomly assigned heightened attention from covert and overt patrols by local and state law enforcement.