



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

**DOCUMENT IMAGING AND MANAGEMENT
FOR THE MARYLAND LOTTERY**

CATS TORFP PROJECT NUMBER: E75P9200061

**Maryland State Lottery Agency
Montgomery Park Business Center
1800 Washington Boulevard, Suite 330
Baltimore, MD 21230**

ISSUE DATE: November 25, 2008

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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. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS website 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 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.

TORFP Title:	Document Imaging and Management for the Maryland Lottery
Functional Area:	Functional Area 3 – Electronic Document Management
TORFP Issue Date:	November 25, 2008
Closing Date and Time:	December 19, 2008 @ 2:00 p.m. (Local Time)
TORFP Issuing Agency:	Maryland State Lottery Agency (“Lottery”)
Send Questions and Proposals to: Questions must be submitted no later than seven (7) working days prior to TORFP Closing Date.	Robert W. Howells TO Procurement Officer (See below)
TO Procurement Officer:	Robert W. Howells Procurement Officer Maryland State Lottery Agency 1800 Washington Boulevard, Suite 330 Baltimore, MD 21230 Phone: 410-230-8789 Fax: 410-230-8727 e-mail: rhowells@msla.state.md.us
TO Manager:	John Gallagher, CIO Maryland State Lottery Agency 1800 Washington Boulevard, Suite 330 Baltimore, MD 21230 Phone: 410-230-8834 Fax: 410-230-8854 e-mail: jgallagher@msla.state.md.us

TO Project Number:	E75P9200061
TO Type:	Task I through VI - Fixed Price Task VII – Fixed Unit Price (Hourly Rate)
Period of Performance:	Approximately 1 ½ years (Estimated December 2008 – June 30, 2010)
MBE Goal:	25%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland State Lottery Agency Montgomery Park Business Center 1800 Washington Boulevard, Suite 330 Baltimore, MD 21230
TO Pre-proposal Conference:	Maryland State Lottery Agency Montgomery Park Business Center 1800 Washington Boulevard, Suite 330 Baltimore, MD 21230 December 8, 2008 at 10:00 A.M. See Attachment 6 for information & 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 closing date and exact time. The time will be local time as determined by the Lottery's e-mail system time stamp. The TO Proposal shall be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #E75P9200061. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # E75P9200061 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # E75P9200061 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 shall 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 of 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 Lottery's Headquarters, Montgomery Park Business Center, 1800 Washington Boulevard-Suite 330, Baltimore, Maryland 21230. 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.

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.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Maryland State Lottery Agency (“Lottery”) is issuing this CATS TORFP to obtain a qualified TO Contractor to provide document imaging and management services to support the license application process for the State’s new Video Lottery Terminal program.

2.1.2 TO REQUESTING AGENCY BACKGROUND

The mission of the Maryland State Lottery Agency is to provide revenue through the sale of entertaining lottery products to support state programs and services benefiting the citizens of Maryland. The Lottery administers and promotes the sale of lottery products in a secure and responsible manner designed to enhance public confidence in the integrity and fairness of the Lottery. This is achieved in partnership with a network of licensed Lottery Retailers.

2.1.3 PROJECT BACKGROUND

A constitutional amendment was approved by the voters of the State of Maryland on November 4th 2008 which approved the legalization of Video Lottery Terminals (“VLTs”) in the State. A maximum of 15,000 VLTs may be authorized and a maximum of five VLT Facility Licenses may be issued at specified locations. The State Lottery Commission (“Lottery Commission”) is required to regulate the operation of VLTs, including licensing of Facility operators, and their directors, officers, employees and other designated parties.

In order to manage and process the large volume of paper documents anticipated to be received with applications for VLT licenses, it is necessary to implement a document imaging and management system. The total number of applicants is estimated to be in the range of several thousand and the number of documents per applicant is estimated to be in the range of several hundred to several thousand.

The paper documents shall be transformed into electronic images that shall be stored in a reliable and web-enabled document repository. Scanners will be configured to scan, index, and commit the documents to the repository which shall be configured with the document taxonomy to enable efficient document search and retrieval. End users shall be trained and shall have the ability to search and retrieve documents easily and efficiently.

2.2 TECHNICAL REQUIREMENTS

2.2.1 PROJECT APPROACH

The TO Contractor shall implement an enterprise document repository and taxonomy (document classification system) that utilizes IBM's FileNet P8 suite of software.

The TO Contractor shall design and implement a solution which will provide the capability for reliable search and retrieval of documents that have been scanned into the FileNet repository. The volumes of paper associated with license applications for the new Video Lottery Terminal ("VLT") program shall be transformed into electronic images that shall be stored in a reliable and web-enabled document repository. Scanners will be configured to scan, index, and commit the documents to the FileNet repository. The FileNet repository shall be configured with the document taxonomy to enable efficient document search and retrieval. End users shall be trained and shall have the ability to search and retrieve documents easily and efficiently.

The system shall be developed, tested and fully operational not later than February 1, 2009, which is the due date established in the VLT law for the receipt of initial license applications.

2.2.2 DELIVERABLES AND MILESTONES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy (in MS Word format). All products resulting from this TO, including but not limited to redesigned web pages, and all deliverables shall be the sole property of the Lottery.

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.

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.

2.2.2.1 Tasks to be completed by the TO Contractor.

The TO Contractor shall complete the following five Tasks for this project:

Task I – Analyze Current Capabilities

TO Contractor shall work with Lottery representatives to gain an understanding of existing business processes and requirements for document classification, document management, review and approval, and end-user security. TO Contractor shall document the business requirements.

Task II – Develop Taxonomy

TO Contractor shall work with Lottery representatives to develop the taxonomy for all VLT license applications. The taxonomy shall include the following:

- ◆ Document Type
- ◆ Document Description
- ◆ Required and average Number of pages per document Type
- ◆ Document Format
 - Electronic or Paper
 - File Type (TIFF, PDF, Microsoft Word, etc.)
 - Paper Type (Double sided, Multi-Ply, Physical Size, Color, Orientation, etc.)
 - Document Volumes
- ◆ Required Indices (attributes and field edits)
- ◆ Document retention requirements

TO Contractor shall document the taxonomy.

Task III – Develop Project Plan and Schedule

TO Contractor shall utilize the high level requirements identified in Task I, along with the taxonomy from Task II, to develop a detailed project plan and schedule for implementation of the solution, including Lottery time requirements. The project schedule will be utilized to monitor and track progress as well as to take corrective actions where needed. TO Contractor shall prepare the Project Plan and Schedule using MS Project.

Task IV – Configure Scanners and Repository

TO Contractor shall utilize the taxonomy developed in Task II to configure the Lottery’s scanners so that documents can be scanned, indexed, validated and committed and retrieved from the FileNet P8 repository. TO Contractor shall configure the repository to support the user roles and user security that was defined in Task I and implement basic workflow for review and approval of documents. TO Contractor shall perform testing on the document management processes to validate the configuration.

Task V – User Training

TO Contractor shall provide training on-site at the Lottery’s headquarters, to include training documents and manuals, for up to sixty (60) end users regarding scanning, indexing, validation, search and retrieval of documents from the FileNet P8 repository.

Task VI – User Support – 60 Days After Acceptance

TO Contractor shall provide sixty (60) days of on site support, as needed and directed by the Lottery, to assist with additional configuration, training, metadata retrieval and taxonomy based on the documentation received with the VLT Facility applications.

Task VII – User Support – Ongoing for Contract Term

Commencing upon the expiration of the sixty (60) day period specified in Task VI, TO Contractor shall provide on site support on an hourly rate basis, as directed by the Lottery, through June 30, 2010 to assist in the set up and processing of all VLT employee screening and license application documentation. Employee hiring at the VLT facilities is anticipated to begin in late 2009, with the bulk of the hiring to occur in 2010.

2.2.3 DELIVERABLE/ DELIVERY SCHEDULE

ID	Deliverables for 2.2.3	Expected Completion:
2.2.2.1 #I	Analyze Current Capabilities	NTP + 10 Calendar Days
2.2.2.1 #II	Develop Taxonomy	NTP + 15 Calendar Days
2.2.2.1 #III	Develop Project Plan and Schedule	NTP + 20 Calendar Days
2.2.2.1 #IV	Configure Scanners and Repository	NTP + 30 Calendar Days
2.2.2.1 #V	User Training	NTP + 40 Calendar Days
2.2.2.1 #VI	User Support	Acceptance + 60 Calendar Days
2.2.2.1 #VII	User Support	As Required by Lottery

2.2.4 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 Master Contractor and proposed staff must document a professional level of expertise in development and implementation of document imaging and management systems, specifically IBM's FileNet P8 suite of software.

2.4 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. 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 within the required timeframe described herein. Because of the short timetable for this project imposed by the requirements of the recently passed VLT law, the TO Contractor must have immediately available and be able to commit all necessary resources to achieve the required completion date. 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.

Qualified contractors shall have experience providing comparable services and shall provide at least three examples of a document imaging and management system that it has been completed within the last three years, at least one of which is preferred to be for a North American lottery operating a VLT system or other entity operating a comparable gaming system.

Provide contact names, phone numbers and all other information as required in Section 3.2.1 E) for each reference.

2.5 RETAINAGE

Retainage is not applicable to this TO.

2.6 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

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 Lottery 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 Lottery at the following address:

John Gallagher, Chief Information Officer
Maryland State Lottery Agency
Montgomery Park Business Center
1800 Washington Blvd., Suite 330
Baltimore, MD 21230

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 REPORTING

Project Management Reports: The TO Contractor and the Lottery shall conduct weekly progress meetings. A weekly project progress report shall be submitted two days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- The Lottery’s 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 weekly reporting period.
- Deliverable progress, as a percentage of completion.
- Problem areas including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

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 and approved by the Department of Information Technology.

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 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, to include Lottery responsibilities and expected staffing resources required to be available.
- 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 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
- 1) Provide three (3) 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 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) 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.
- B) Attachment 1 – Completed Price Proposal
- C) The prices offered shall be firm fixed prices for the entire term of the Contract.
- D) The Offeror's proposed price shall be fully loaded and expressly include overhead expenses (e.g., fringe benefits, administrative costs, profits, etc.), and all related and incidental expenses (e.g., travel, legal services) associated with providing all goods and services and equipment required by this TORFP. No other amounts or costs will be paid to the Contractor. Specifically, no taxes or assessments or license fees or permits of any type will be paid in addition to the price(s) proposed on the Price Proposal.
- E) The Offeror's "Total Proposed Price" specified on the Price Proposal-Attachment 1 is based on an estimated quantity for the number of hours to be utilized for Task VII and will be used solely for price evaluation, comparison and selection for recommendation for award. The quantity indicated is not a guarantee of any minimum or maximum amount and may change at any time during the term of the Task Order.
- F) There is no guarantee of any minimum or maximum amounts under Task VII. The actual amount to be paid to the TO Contractor shall be calculated using the Firm Fixed Unit Price (Hourly Rate) specified on the Price Proposal and the number of hours actually required by the Lottery and provided by the Contractor.

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:

1. The overall understanding of the work required, quality of the approach and proposed solution.
2. Experience with imaging and document management comparable to the requirements herein, specifically with other North American lotteries operating a VLT system and other entities operating a comparable gaming system.
3. Ability to meet the required timetable for project completion.
4. Satisfactory past performance on engagements provided as reference accounts in the Contractor's Technical Proposal, or other engagements not provided in the Technical Proposal but known to the State, especially previous task orders prepared under the Master Contract.
5. The qualifications of the proposed key personnel including Project Manager.

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 merit has 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, 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

PRICE PROPOSAL FOR CATS TORFP #E75P9200061

Identification	Deliverable	Total Proposed Price	
Task I	Analyze Current Capabilities	\$ _____ (I)	
Task II	Develop Taxonomy	\$ _____ (II)	
Task III	Develop project Plan and Schedule	\$ _____ (III)	
Task IV	Configure Scanners and Repository	\$ _____ (IV)	
Task V	User Training	\$ _____ (V)	
Task VI	User Support – 60 Days After Acceptance	\$ _____ (VI)	
Task VII	User Support – Ongoing for Contract Term: Hourly Rate Insert Total Proposed Annual Price from Column C below	\$ _____ (VII)	
Total Proposed Price	Sum of I + II + III + IV + V + VI + VII	\$ _____ BASIS OF AWARD	
Labor Categories	A	B	C
	Hourly Labor Rate	Estimated Total Hours	Estimated Total Proposed Price
Master Contractor to insert Proposed labor category for Task VII of this TORFP	\$ _____	X 100 hours	\$ _____ (C)

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

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

CATS TORFP # E75P9200061

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 #E75P9200061, 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, sub-goals of n/a percent for MBEs classified as African American-owned and n/a percent for MBEs classified as women-owned. 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: Document Imaging and Management for the Maryland Lottery
Task Order Agreement #E759200061	
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 # **E75P9200061**, 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 #E75P9200061, 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 #E75P9200061 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:

Roslyn Fuller, MBE Coordinator Maryland State Lottery Agency Montgomery Park Business Center 1800 Washington Boulevard, Suite 330 Baltimore, MD 21230 Phone: 410-230-8831 Fax: 410-230-8795 e-mail: rfuller@msla.state.md.us	
---	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

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 # E75P9200061 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:

Roslyn Fuller, MBE Coordinator Maryland State Lottery Agency Montgomery Park Business Center 1800 Washington Boulevard, Suite 330 Baltimore, MD 21230 Phone: 410-230-8831 Fax: 410-230-8795 e-mail: rfuller@msla.state.md.us	
---	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT
CATS TORFP #E75P9200061 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this ____ day of Month, 2008 by and between TO CONTRACTOR and the STATE OF MARYLAND, Maryland State Lottery Agency (“Lottery”).

IN CONSIDERATION of the mutual promises 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 State Lottery Agency (“Lottery”), as identified in the CATS TORFP # E75P9200061.
 - b. “CATS TORFP” means the Task Order Request for Proposals #E75P9200061 dated November ## 2008, 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 Robert W. Howells, Director of Procurement, Maryland State Lottery Agency. 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 State Lottery Agency 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 John Gallagher, Chief Information Officer, Maryland State Lottery 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 December ##, 2008– Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated December ##, 2008- 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 approximately one and one-half (1.5) years, commencing on the date of Notice to Proceed and terminating on June 30, 2010.

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 STATE LOTTERY AGENCY

By: Buddy Roogow, Director

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 THIS AS A .PDF FILE WITH THE TO TECHNICAL 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 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. 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 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 5 - LABOR CLASSIFICATION PERSONNEL RESUME
SUMMARY (CONTINUED)**

Proposed Individual's Name/Company	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from CATS RFP from section 2.12 for the applicable category.)	

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT WITH TECHNICAL PROPOSAL
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

**ATTACHMENT 6 – DIRECTIONS
TO THE PRE-TO PROPOSAL CONFERENCE**

A Pre-Proposal Conference will be held at **10:00 A.M. (Local Time), on December 8, 2008**, at:

**Maryland State Lottery Agency
Montgomery Park Business Center
1800 Washington Boulevard, Suite 330
Baltimore MD 21230**

For directions to the meeting site, you may contact Robert W. Howells at 410-230-8789.

Please return this form by December 4, 2008 advising whether or not you plan to attend.

Return this form via e-mail or fax to the Procurement Officer:

Robert W. Howells
Fax: (410) 230-8727
e-mail: rhowells@msla.state.md.us

Please indicate:

Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.
- 4.

No, we will not be in attendance.

Company/Firm/Vendor Name

Telephone

Signature

Name/Title

ATTACHMENT 7 - NOTICE TO PROCEED

Day Month, 2008

TO Contractor Name
TO Contractor Mailing Address

Re: CATS Task Order Agreement #E75P9200061

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Day Month, 2008, for the above-referenced Task Order Agreement. John Gallagher, Chief Information Officer, Maryland State Lottery Agency will serve as your contact person on this Task Order. John Gallagher can be reached at telephone 410-230-8834 and email jgallagher@msla.state.md.us

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

Sincerely,

Robert W. Howells
Task Order Procurement Officer

Enclosures (2)

cc: John Gallagher, Chief Information Officer
Procurement Liaison Office, Department of Information Technology
Project Management Office, Department of Information Technology

ATTACHMENT 8 - AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Document Imaging and Management

TO Agreement Number: E75P9200061

Title of Deliverable: _____

TORFP Reference Section Number: _____

Deliverable Reference ID Number: _____

Name of TO Manager: John Gallagher, CIO, TO Manager

TO Manager Signature

Date Signed

Name of Contractor's Project Manager: _____

Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland State Lottery Agency

TORFP Title: Document Imaging and Management

TO Manager: John Gallagher, CIO (410-230-8834)

To:

The following deliverable, as required by TO Agreement #**E75P9200061**, 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 2.2.2 OF THE TORFP.

ATTACHMENT 10 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ____ day of _____ 2008, 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 #E75P9200061 for Document Imaging and Management. 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 Robert W. Howells (TO Procurement Officer), Maryland State Lottery Agency, on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 2008, by and between the State of Maryland (“the State”), acting by and through its State Lottery Agency (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Document Imaging and Management TORFP #E75P9200061 dated _____, 2008, (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 State Lottery Agency:

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 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:	Maryland State Lottery Agency
TO Title:	Document Imaging and Management
TO Number:	E75P9200061
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	

Section 3 – Substitution of Personnel

A) Has there been any substitution of personnel?

Yes 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) _____