

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

**LICENSING AND DUNNING SYSTEMS
ADDITIONS, ENHANCEMENTS AND
MAINTENANCE (#2015-08)**

CATS+ TORFP #E75B5400018



**STATE LOTTERY AND GAMING
CONTROL AGENCY (MLGCA)**

Issue Date: May 1, 2015

Small Business Reserve (SBR)

NOTICE TO OFFERORS
SMALL BUSINESS RESERVE SOLICITATION

This is a Small Business Reserve Solicitation for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract. For the purposes of a Small Business Reserve Solicitation, a small business is a for-profit business, other than a broker, that meets the following criteria:

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business;
- C. It is not dominant in its field of operation; and
- D.1 With respect to employees:
 - (a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
 - (b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
 - (c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - (d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - (e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
 - (f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; and
- D.2 With respect to gross sales:
 - (a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
 - (b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
 - (c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - (d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
 - (e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
 - (f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at eMaryland Marketplace.

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KEY INFORMATION SUMMARY SHEET

This CATS+ 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 shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

Solicitation Title:	LICENSING AND DUNNING SYSTEMS ADDITIONS, ENHANCEMENTS AND MAINTENANCE (#2015-08)
Solicitation Number (TORFP #):	E75B5400018
Functional Area:	Functional Area 5 - Software Engineering.
Issue Date:	May 1, 2015
Questions Due Date and Time:	05/15/15 at 2:00 PM Local Time
Closing Date and Time:	05/26/15 at 2:00 PM Local Time
TO Requesting Agency:	State Lottery and Gaming Control Agency (MLGCA)
Send Questions and Proposals to:	Robert W. Howells, Procurement Officer E-mail address: Robert.howells@maryland.gov <i>E-mail submission strongly preferred.</i>
TO Procurement Officer:	Robert W. Howells Office Phone Number: 410-230-8789 Office Fax Number: 410-230-8727
TO Manager:	John Gallagher, Contract Manager Office Phone Number: 410-230-8834 Office Fax Number: 410-230-8854 E-mail address: john.gallagher@maryland.gov
TO Type:	Fixed Price with Work Orders
Period of Performance:	Five (5) Years
MBE Goal:	No
VSBE Goal:	No
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	MLGCA 1800 Washington Blvd.-Suite 330, Baltimore, MD 21230
TO Pre-proposal Conference:	MLGCA 1800 Washington Blvd.-Suite 330, Baltimore, MD 21230 05/08/15 at 10:00 AM Local Time See Attachment 6 for directions.
Initial Oral Presentations (Teleconference)	June 1, 2015 through June 5, 2015 (approximately) See Section 4.3 B) a)
Additional Oral Presentations (In Person)	June 10, 2015 through June 12, 2015 (approximately) See Section 4.3 B) c)

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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 Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- A. **TO Procurement Officer** – 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.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- C. **TO Contractor** – The CATS+ Master Contractor awarded the Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.13 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor Personnel.

- E. **TO Contractor Personnel** – Any resource provided by the TO Contractor, its agents, subcontractors, or subcontractor agents in support of this TO over the course of the TO period of performance.
- F. **Key Personnel** – Any individual identified in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Key personnel shall start as of TO Agreement issuance unless specified otherwise.

1.3 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 TO Financial Proposal.

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's e-mail inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 3.

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors 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 TO is awarded to the Master Contractor. The TO Procurement Officer will notify Master Contractor of the time and place of oral presentations.

1.6 QUESTIONS

All questions must be submitted via e-mail to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet and will be composed of a demonstration of the System functionality and a question and answer period. Attendance at the pre-proposal conference is not mandatory, but all Master Contractors are encouraged to attend in order to facilitate better preparation of their proposals. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal conference summary will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no

later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

The TO Contractor shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Offeror shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. 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 an Offeror's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to one (1) times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. 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 changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel and other costs shall not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

Not Applicable to this TORFP.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

Not Applicable to this TORFP.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

Certain system documentation may be available for Master Contractors to review at a reading room at the MLGCA's address as listed in the Key Information Summary Sheet. Master Contractors 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 to schedule an appointment.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO 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 a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.15 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for 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 TOs under CATS+. This process typically applies 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 may send initial checklists out to applicable/selected 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 form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

This Section is not applicable to this TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

This Section is not applicable to this TORFP.

1.20 DEFINITIONS

Access	An ability or means to read, write, modify, or communicate data/information or otherwise use any system resource
Business Day	Monday through Friday (excluding State holidays)
Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data

Handle	(As relates to data) Collect, store, transmit, have access to data
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays
Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work on the project or Work Order shall begin on a specified date. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the TO, project or Work Order to begin
Offeror	A Master Contractor that submits a proposal in response to this TORFP
Personally Identifiable Information (PII)	Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information
Protected Health Information	Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
Security Incident	A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. "Imminent threat of violation" is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.

Security or Security Measures	The technology, policy and procedures that a) protect and b) control access to networks, systems, and data
Sensitive Data	Means PII; PHI; information about an individual that (1) can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; or other proprietary or confidential data as defined by the State, including but not limited to "personal information" under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Fin. & Proc. § 10-1301(c).
Service Level Agreement (SLA)	Measurable levels governing TO Contractor performance and establishing associated liquidated damages for failure to meet those performance standards
SLA Activation Date	The date after completion of Transition In or after a delivery when steady state services and charges commence for this Task Order
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the TO Contractor to provide subcontracted services or products under the direction of the TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the terms and conditions of this TO.
System Source Materials	Those materials necessary to wholly reproduce and fully operate the System in a manner equivalent to the original System including, but not limited to: <ul style="list-style-type: none"> a. The executable instructions in their high level, human readable form and a version that is in turn interpreted, parsed and or compiled to be executed as part of the computing system ("source code"). This includes source code created by the TO Contractor or Subcontractor(s) and source code that is leveraged or extended by the TO Contractor for use in the project. b. All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality. c. All associated configuration file details needed to duplicate the run time environment as deployed in the original system. d. All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures,

	<p>instructions, help files, programmer's notes and other documentation.</p> <p>e. A complete list of third party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).</p> <p>f. All associated training materials for business users and technical staff</p>
Task Order (TO)	The scope of work described in this TORFP
Task Order Agreement	The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment 3
TO Proposal	As appropriate, either or both an Offeror's Technical or Financial Proposal to this TORFP
TO Request for Proposals (TORFP)	This Task Order Request for Proposal, including any amendments / addenda thereto
Technical Safeguards	The technology and the policy and procedures for its use that protect Sensitive Data and control access to it
Total Evaluated Price	The Offeror's total proposed price for products/services proposed in response to this solicitation, included in the TO Price Sheet, and used in the financial evaluation of TO Proposals
User Acceptance Testing (UAT)	Testing performed by MLGCA users to verify that the software performs as required real-world scenarios, according to specifications.
Software Testing	Testing performed by TO Contractor or MLGCA users to verify the software performs according to specifications, including without limitation: unit testing, system testing, performance, testing, usability testing, regression testing, and UAT
Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
Work Order	A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of fulfillment, and which may not require a change order. Except as otherwise provided, any reference to the TO shall be deemed to include reference to a Work Order.

Working Day(s)

Same as "Business Day"

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The Maryland State Lottery and Gaming Control Agency (“MLGCA”) is issuing this CATS+ TORFP to obtain Software Engineering services in accordance with the scope of work described in this Section 2, encompassing the existing *eLicensing System* and the Dunning System, described in more detail in Section 2.3. This work will include requirements gathering, project management, software development, system administration, integration with third party applications, testing, training, ongoing support, end user support and transition in and out activities. The TO Contractor shall be advised that both the *eLicensing System* and Dunning System contain PII and shall be handled accordingly.

As part of the evaluation of the proposal for this TO, Master Contractors shall propose exactly one key resource for purposes of evaluation, and shall describe how it will furnish sufficient additional resources to meet the required timeline by describing in a Staffing Plan how the additional resources shall be acquired to meet the needs of the TO Requesting Agency. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

The MLGCA expects the proposed resource to be available as of the start date specified in the Notice To Proceed (NTP), with all other resources on-boarded as quickly as possible to meet TO deadlines.

In addition to the specific items to be developed as fixed price, MLGCA may elect to define additional tasks via Work Order.

The MLGCA intends to award this Task Order to one (1) Master Contractor that proposes a resource and a Staffing Plan that can best satisfy the TO requirements.

2.2 REQUESTING AGENCY BACKGROUND

The MLGCA is an independent agency of the State of Maryland. It was established by the General Assembly through the enactment of Chapter 365 of Laws of Maryland of 1972 and the voters’ approval of a constitutional amendment that same year. The amendment was ratified on November 7, 1972, and Lottery operations commenced on January 2, 1973.

The current portfolio includes Draw games, Instant (or scratch-off) games and Instant Ticket Lottery Machines.

In 2007, during the special session of the Maryland General Assembly, House Bill 4 and Senate Bill 3 were enacted relating to the legalization of Video Lottery Terminals (“VLTs”). This set up broad parameters for the operation of a maximum of 15,000 VLTs, the establishment of five VLT facilities within the State, and specified that the State Lottery and Gaming Control Commission shall regulate the operation of VLTs, including licensing of operators and operation of a Central Monitor and Control System. In 2012, Senate Bill 1 – Gaming Expansion – Video Lottery Terminals and Table Games – passed the 2012 second special session of the Maryland General Assembly. This bill was approved by voters in November 2012 – provisions include: the addition of table games to existing casinos and future casinos; a sixth casino; increased the maximum number of VLTs allowed in the State; and 24-7 casino operations. Also during the 2012 Maryland General Assembly Legislative Session, Senate Bill 864 – Gaming – Instant Bingo – Electronic Machines passed and became law. This law allows for the

specific organizations located in Anne Arundel and Calvert Counties to legally operate electronic bingo machines. Furthermore, the law requires that the MLGCA certify and regulate the operation, ownership, manufacture and licensing of these electronic devices and persons associated with their ownership and operation.

2.3 EXISTING SYSTEM DESCRIPTION

Licensing System

MLGCA, working with a contractor, developed an on-line *eLicensing System* to manage the submission, workflow, evaluation and approval or denial of licenses for casino employees and employees of manufacturers and vendors.

The *eLicensing System* is a licensing database that is accessible by all gaming stakeholders: operators, manufacturers, contractors and vendor facilities, as well as MLGCA Licensing Division members. The *eLicensing System* currently provides a single point of reference for status and information for all Non-Gaming Employee Licenses, Sponsored Gaming Employee Licenses and Gaming Employee Licenses applications submitted for licensure to the MLGCA. The system automates and incorporates portions of the licensure background investigative process which includes the initial online application, the accounting function, the investigative and management approval or denial process, the entry, tracking, management approval and submission to Finance of the investigative man hours dedicated to Operator, Manufacturer, Contractor, Institutional Investor and Principal employee applications. The system also automates the issuance of a physical gaming license credential. The *eLicensing System* tracks those licensees who transfer employment from one operator, manufacturer, contractor or vendor facility to another, as well as, the applicant licensee's employment status, i.e. terminated, resigned, withdrawn or rehired.

The *eLicensing System* encompasses categories of licenses; Non-Gaming, Sponsored Gaming and other Gaming levels as described below. The Continued development under this TO will focus primarily on process flow of new and renewal applications received from the casino operators, manufacturers, contractors, gaming vendors and bingo facilities. These changes will include but are not limited to the following licensing categories: Principal Employee License, Sponsored Principal Employee, Instant Bingo Principal Employee, Sponsored Bingo Principal Employee, Instant Bingo Manager, and Instant Bingo Sponsored Bingo Manager.

Application processing involves the automatic creation of the appropriate checklists, creation of investigative case management including form letters, email capability and creation of the Final Report that indicates application approval or denial.

Application processing also involves the entry, tracking and approval of investigative man hours spent processing applications for each of the above noted categories.

Scope

The VLT Licensing Case Management System *eLicensing System* is an online licensing system in which an operator, manufacturer, contractor or vendor facility utilizes the system to submit their employee license applications via portal to MLGCA.

Once an employee is identified as having to apply for a MLGCA gaming license, the respective operator, manufacturer, contractor or vendor Human Resource staff must enter into the *eLicensing*

System and create the applicant. In order to create an applicant the Human Resource staff selects the following from the Create New Applicant drop down menu:

Facility, Application Type, Position

Human Resource staff then data enters the applicants:

Last Name, First Name, Middle Name, Social Security Number, Date of Birth, Gender

When the Human Resource staff saves the record an application is then created in *eLicensing System*. In the event the applicant has previously applied for a license through MLGCA an alert will pop up notifying the Human Resource staff that there is a current application / license issued. The operator, manufacturer, contractor or vendor Human Resource staff will then have to contact MLGCA to determine the status of the applicant. Once the Human Resource staff contacts MLGCA they are advised whether the applicant has been licensed and is working at another facility, has been terminated, resigned or withdrawn from another facility or the applicant has been previously denied a gaming license.

Once the new application has been created the Human Resource staff will print out the applicant's username and password. That print out is provided to the applicant who utilizes a computer in the human resource office to complete their online MLGCA application.

Simultaneously, through the *eLicensing System* the respective Human Resource staff initiates a LiveScan Registration form which is utilized in the applicants fingerprinting process. The LiveScan Registration form is printed out and provided to the applicant.

Each applicant is required to be LiveScanned fingerprinted by a MLGCA Casino Compliance Officer prior to application submission. With the LiveScan Registration form prepared by the operator, manufacturer, contractor or vendor facilities Human Resource Staff the applicant arrives at a MLGCA facility and presents the form. The Casino Compliance Officer creates a Fingerprint Entry in the *eLicensing System* and utilizing a number on the LiveScan Registration form uploads the applicant's information. The Casino Compliance Officer also takes a jpeg style passport photo which is uploaded into the fingerprint entry, as well as scans a copy of the applicant's state or federally issued identification card which is uploaded into the applicants Fingerprint Record. The Casino Compliance Officer then obtains a complete set of fingerprint images which are electronically transmitted to the Maryland Criminal Justice Service (MD CJIS) for classification and comparison resulting in the retrieval of any criminal history of the applicant.

Once the application is completed by the applicant the operator, manufacturer, contractor or vendor facility Human Resource staff uploads the necessary and required documents into the *eLicensing System*. When the application is complete and the necessary and required documents are uploaded by the facilities Human Resource staff, the application is ready to be submitted which is referred to as batched in the *eLicensing System* and electronically submitted to MLGCA. Each application that has been completed with the necessary and required documents uploaded is sent to and held in a Batch Information queue. The facilities Human Resource staff then reviews and selects those applications from the queue that they wish to submit to MLGCA which generates a "batch" and once created enters the Facility Batch Release queue. Once the facilities Human Resource staff elects to submit a batch to MLGCA they go to the Facility Batch Release queue and release the

batch which is then electronically submitted to MLGCA. The batch is then received in MLGCA's Accounting Release queue.

After the applicant has been created in the *eLicensing System* operator, manufacturer, contractor or vendor facility Human Resource staff may track the progress of the applicant's application as it advances from the initial creation, through the background investigative phase to the final approval or denial process. In addition, after an application is created in the *eLicensing System* the respective human resource staff maintains the status of their applicant's employment, in that policy dictates that human resource staff are required to update an applicant / licensee's status with terminations, resignations and withdrawals in the *eLicensing System*. In addition, human resource staff is responsible to update an applicant / licensee's contact information including address, phone number, email address and any name change.

The operator, manufacturer, contractor or vendor facilities application batch is received electronically in the *eLicensing System* Accounting Release queue by MLGCA's Accounting Division who confirms that payment from the facility has been received. Once payment has been confirmed the Accounting Division releases the batch from the MLGCA Batch Release queue into the VLT Licensing Division Case Assignment queue to be assigned by Licensing Division management to an Assistant Manager who assigns the license application and background investigation to a Licensing Specialist. Once the Accounting Division releases the batch to the VLT Licensing Division the *eLicensing System* creates a batch file that is imported into the MLGCA MS Dynamics accounting system.

When a Licensing Specialist receives the application and initiates the license background investigation through the *eLicensing System* depending on the level of licensure contained within the applicant's file will be required and necessary uploaded documents from the operator, manufacturer, contractor or vendor which consist of:

Non-Gaming Employee application

- Due Diligence Background Investigation (If applicable)
- Notarized Authorization For Release of Information Form
- Form 2002 – Non- Gaming Employee paper application (If applicable)
- Notarized Affidavit of Individual Applicant
- Certification of Sponsored License
- Naturalization Certificate
- Permanent Resident Card I-551
- Work Visa H1B, H2B, TN1

Sponsored Gaming Employee application

- Sponsored Due Diligence Background Investigation
- Notarized Authorization For Release of Information Form
- Form 2003 – Sponsored Gaming Employee paper application
- Notarized Affidavit of Individual Applicant
- Certification of Sponsored License
- Naturalization Certificate

Permanent Resident Card I-551
Work Visa H1B, H2B, TN1

Gaming Employee application

Notarized Authorization For Release of Information Form
Form 2003 – Sponsored Gaming Employee paper application
Notarized Affidavit of Individual Applicant
Certification of Business Relationship
Naturalization Certificate
Permanent Resident Card I-551
Work Visa H1B, H2B, TN1

Within the investigator's applicant background investigative case file is contained the applicant's LiveScan fingerprint results which have been electronically received and uploaded from the Maryland Criminal Justice Information Services (MD CJIS) by MLGCA staff.

During the initial hiring process an operator, manufacturer, contractor or vendor human resource staff member completes a LiveScan Registration form via the *eLicensing System*. The LiveScan Registration form is printed out and the applicant provides the form to a MLGCA Casino Compliance Representative who uploads the LiveScan Registration form into the *eLicensing System* as a fingerprint entry. Once the LiveScan fingerprint entry record is started a MLGCA Casino Compliance Representative obtains a jpeg passport style photo of the applicant which is uploaded along with a scanned image of the applicant's state or federally issued identification card into the fingerprint entry file. The LiveScan machine number and date of the fingerprint being taken is recorded in the fingerprint entry file.

Once the applicant has been LiveScan fingerprinted the fingerprints are electronically transmitted from the LiveScan machine by the MLGCA Casino Compliance Representative to the MD CJIS and the Federal Bureau of Investigation (FBI) for analysis and classification. Within several days the fingerprint results are electronically transmitted from MD CJIS and the FBI to MLGCA via a secured internet connection in the form of a Criminal History Record Check Report. Each applicant's MD CJIS and FBI Criminal History Record Check Report received is downloaded from the secure MD CJIS site and then uploaded into the applicants' investigative case file in the *eLicensing System* by MLGCA Licensing Division staff. The MLGCA Licensing Division staff member reviews both the MD CJIS and the FBI result and in the event the applicant has a previous arrest there is a box which indicates the applicant has a criminal history. This notation will automatically appear on the Licensing Specialists Final Investigative Report and cannot be overwritten by the Licensing Specialist. The fingerprint results are then merged with the applicant's investigative case file and become available for the MLGCA Licensing Specialist assigned to review as part of their investigative process.

Depending on the level of the application received, the *eLicensing Systems* automates several external data base checks through outside investigative resources. These reports are automated and generated once the application has been released from MLGCA Accounting Division to the Licensing Division and assigned by a manager to a Licensing Specialist. The following reports are made available to the Licensing Specialist from within in the *eLicensing System*:

Lexis Nexis Accurint, Experian, Selective Service Online Registration Verification

Depending on the level of application the MLGCA Licensing Specialist is required to conduct additional manual external database searches and upload their images into the applicant's investigative case file in the *eLicensing System*:

Non-Gaming:

Maryland Judiciary Case Search
Maryland Central Collections Unit
Child Support
Social Media Queries

Sponsored Gaming:

Maryland Judiciary Case Search
Maryland Central Collections Unit
Child Support
Public Access to Court Electronic Records (PACER)
Social Media Queries

Gaming:

Maryland Judiciary Case Search
Maryland Central Collections Unit
Child Support
Public Access to Court Electronic Records (PACER)
Social Media Queries

As the Licensing Specialist completes the aforementioned self-initiated mandated external background checks and reviews their results the Licensing Specialist compares and verifies the electronic application submitted and incorporated into the applicant's investigative case file. Depending on the level of application the number of sections varies in the *eLicensing System*:

Non-Gaming:

Name Address, Descriptive Information, Aliases, Nicknames, Married Names, Citizenship, Passport, Residence, Employment, Discharge or Resignation, Criminal, Indictment, Investigation, Certificates, Controlled Substances, Credit

Sponsored Gaming:

Name, Address, Descriptive Information, Aliases, Nicknames, Married Names, Citizenship, Passport, Children or Dependents, Residence, Education, Employment, Discharge or Resignation, Criminal, Indictment, Investigation, Pardon, Bankruptcy, Violation of Statute, Regulation or Code, Certificates, Wage Garnishment, Controlled Substances, Credit History, Reference, Former Spouse

Gaming:

Name, Address, Descriptive Information, Aliases, Nicknames, Married Names, Citizenship, Passport, Children or Dependents, Residence, Education, Employment, Discharge or

Resignation, Criminal, Indictment, Investigation, Pardon, Bankruptcy, Violation of Statute, Regulation or Code, Certificates, Wage Garnishment, Controlled Substances, Credit History, Reference, Former Spouse

While conducting the comparison and verification process the Licensing Specialist has the ability to incorporate their investigative notes in a Final Report Narrative, an Area of Concern or a Private Notes narrative section. If the Licensing Specialist elects to write a synopsis in the Final Report Narrative section those notes will appear on the Final Report that is submitted for approval and/or denial. Investigative details which pose an area of concern are placed into the Area of Concern narrative section and appear on the Final Report that is submitted for approval and/or denial. Those notes placed into the Private Notes section remain in the applicant's investigative case file.

It is not until the Licensing Specialist completes the verification process examining the due diligence documents which were submitted with the batched application from the operator, manufacturer, contractor or vendor and then verified the criminal history received from the MD CJIS and the FBI, verified the contents of the application with their investigative findings and conducted the aforementioned external background checks, depending on the licensure level; inquiry a Maryland Judiciary Case Search, Maryland Central Collections Unit, Child Support, Public Access to Court Electronic Records (PACER) and Social Media Queries is the Licensing Specialist able to generate a Final Report. The Licensing Specialist has the ability to review the Final Report and if correct may then submit the Final Report to their Assistant Manager.

The Final Report generated by the Licensing Specialist is forwarded into the Assistant Manager's queue dashboard entitled Pending Approval. The Assistant Manager selects the applicant's investigative case file to review. The Assistant Manager has the rights to review the entire contents of the investigative file. Once reviewed the Assistant Manager can either promote the investigative report which forwards the investigative report to the Deputy Manager or reject the investigative report which forwards the investigative report back to the Licensing Specialist for corrections and/or additional investigative actions. Once the corrections or investigative actions have been completed the Licensing Specialist must generate a new Final Report and forward to their Assistant Manager for promotion.

Once promoted at the Assistant Manager level the Final Report is forwarded to the Deputy Manager's queue dashboard entitled Pending Approval. The Deputy Manager selects the applicant's investigative case file to review. The Deputy Manager has the rights to review the entire contents of the investigative file. Once reviewed the Deputy Manager can either promote the investigative report which forwards the investigative report to the Manager or reject the investigative report which forwards the investigative report back to the Licensing Specialist for corrections and/or additional investigative actions. Once the corrections or investigative actions have been completed the Licensing Specialist must generate a new Final Report and forward to their Assistant Manager for promotion.

Once promoted at the Deputy Manager level the Final Report is forwarded to the Manager's queue dashboard entitled Pending Approval. The Manager selects the applicant's investigative case file to review. The Manager has the rights to review the entire contents of the investigative file. Once reviewed the Manager can either promote the investigative report which forwards the investigative report to the Assistant Director for Enforcement or reject the investigative report which forwards the

investigative report back to the Licensing Specialist for corrections and/or additional investigative actions. Once the corrections or investigative actions have been completed the Licensing Specialist must generate a new Final Report and forward to their Assistant Manager for promotion.

At the Non-Gaming applicant level any promotion is an Approval by the Manager which results in the issuance of a Non-Gaming license to the applicant. However, a Denial by the Manager results in a Denial status in the *eLicensing System* and an external denial process is initiated.

Sponsored Gaming and Gaming Final Reports promoted at the Manager level are forwarded to the Assistant Director for Enforcements queue dashboard entitled Pending Approval. The Assistant Director for Enforcements selects the applicant's investigative case file to review. The Assistant Director for Enforcement has the rights to review the entire contents of the investigative file. Once reviewed the Assistant Director for Enforcement can either approve the investigative report which results in the issuance of a Sponsored Gaming or Gaming license to the applicant or reject the investigative report which forwards the investigative report back to the Licensing Specialist for corrections and/or additional investigative actions. Once the corrections or investigative actions have been completed the Licensing Specialist must generate a new Final Report and forward to their Assistant Manager for promotion. A Denial by the Assistant Director for Enforcement results in a Denial status in the *eLicensing System* and an external denial process is initiated.

The current *eLicensing System* does **not** support a recent Maryland law and COMAR change via House Bill 1115 (Chapter 119, Acts of 2015) that allows gaming applicants a to obtain a Temporary license. http://mgaleg.maryland.gov/2015RS/Chapters_noln/CH_119_hb1115t.pdf

Part of the scope of this TO is to update the *eLicensing System* from the current operation described here to support temporary licensure as described in the TORFP scope of work. Under the new legislation that will be in effect as of July 1, 2015, a temporary license once issued would expire after a 180 days and may be extended for an additional 180 days before expiration.

MLGCA staff believes the Sponsored Gaming Employee Application would be converted in the *eLicensing System* by name only to a Temporary Gaming Employee License application. The current Sponsored Gaming will be replaced by the Temporary Gaming license which is similar to the Gaming Employee application in content, however the operator, manufacturer, contractor or vendor is mandated to complete its own due diligence background investigation on the applicant. Once the Sponsored Gaming application is submitted to MLGCA the Licensing Specialist is required to complete an abbreviated portion of the investigative steps required for a Gaming Employee license which accelerates the time in which it takes an application that is received and a license is issued. Once a Sponsored Gaming license is approved in the *eLicensing System* the applicant retains the same Applicant ID number, however a new investigative case file is created under a new Case ID number. In the *eLicensing System* the new case is automatically assigned to the original Licensing Specialist who completes a full gaming background investigation of the applicant following the above scenario.

During the full gaming investigation the MLGCA Licensing Specialist creates several letters which are automatically generated and sent to the applicant in the form of USPS correspondence or may be sent to the applicant's email or both. Any correspondence generated through the *eLicensing System* is captured within the applicant's investigative case file as a case image. All correspondence is bar coded and once the applicant responds and documents are returned to the Licensing Specialist, they are

scanned on an external Kofax scanner which inputs the images directly into the Licensing Specialist's investigative case file as a case image.

In the event a Non-Gaming, Sponsored Gaming or Gaming applicant has been denied a gaming license and the applicant corrects the reason for their denial prior to the conclusion of the external denial process, the Assistant Director For Enforcement has the ability within the *eLicensing System* to reverse the denial and return the applicant's investigative case file to their respective Licensing Specialist to further investigate and/or make corrections in the Final Report and the Final Report is resubmitted to their Assistant Manager.

Those applicants whose investigative case file has progressed through the management review process and been approved are forwarded to a MLGCA Licensing Division administrative staff member to make the license credential. The MLGCA Licensing Division administrative staff member goes into the *eLicensing System* and runs a query in the License Approval queue. The administrative staff member then goes to the Compliance tab within the *eLicensing System* and downloads the applicant's photograph onto the MLGCA computer network. From an excel spreadsheet the Administrative staff member selects the next available license number which corresponds to the licensure level of the applicant.

In order to print the license, the Administrative staff member utilizes the Schlage badging system which is currently separate from the *eLicensing System* and creates the licensee's record. The applicant's photograph is then uploaded from the MLGCA network into the Schlage badging system, the license number retrieved from the excel spreadsheet is inserted into the Schlage badging system record along with the issuance and expiration date. The Administrative staff member then prints out the physical license from the Schlage badging system printer.

Once the license has been printed the Administrative staff member then selects the applicant's record in the License Approval section of the *eLicensing System*. The Administrative staff member manually enters the applicant's license number, the license issue date, the license expiration date along with the sequential control number which is located on the blank license prior to its production.

The *eLicensing System* also affords management the capability of running administrative reports which include:

- Cases Worked By Average
- Case Data Details
- Cases By License Status
- Cases Worked By Average
- Case Assignment
- Fingerprint Log
- Termination/Resignation Log
- Duplicate Fingerprint Entry
- Badge Log
- Case Renewals
- License Not Matching Application Type
- Directors Monthly Report

Miscellaneous:

Listed as an Urgent Priority for development under this TO are, the Temporary Gaming License, the Non-Gaming Renewal application (Form 4002), the Gaming Renewal application (Form 4001), the Principal Employee Renewal (Form 1008) which includes; creation of an online application in the *eLicensing System*, creation of the checklists, creation of the investigative case management system including form letters, email capability and creation of the Final Report approval and the Denial Process.

Dunning System

In cooperation with a vendor, the MLGCA has created a system for tracking Lottery Retailers who, for several possible reasons, do not have sufficient funds in their bank account when MLGCA sweeps their bank account each week. The following describes how the Dunning System is utilized by various departments in MLGCA.

Tracking NSF's (Non- Sufficient Funds)

The Finance Department:

The Finance Department receives a Returned Items Report from Bank of America each week. The Finance Department then uploads the NSF file provided by the bank into the Dunning system. The NSF report and file reflects the Retailers who have not made their weekly settlements due to insufficient funds, incorrect bank information (routing number, account number, checking of savings coding issues.), frozen accounts, etc. and the identifies the reason for the failure.

The Dunning System generates demand letters, lien forms, lien letters, Central Collection Unit letters, bond company letters etc. This system automatically populates these forms or letters with all pertinent information.

Agent Administration:

The MLGCA policy states that if a Retailer has an NSF three times within a 12 month period, a warning letter is sent. When a fourth NSF occurs, the Retailer is required to secure a security interest that represents two weeks of sales from that Retailer. The Dunning System tracks and counts the number of NSF's for a Retailer and automatically produces the warning or final letter that is mailed to that Retailer. It includes the Retailer's information, how much the security interest is and when the security interest is due as well as MLGCA contacts and phone numbers. The final letter also advises the Retailer that any additional NSF's will result in the Retailer's Lottery terminal being deactivated until the original documents for the security interest is received. Approved security interest is a Surety Bond, Irrevocable Letter of Credit, Savings account as Security and Escrow Account (funded through the Lottery Escrow account). The system also tracks these security interests and notifies Agent Administration when they are due to be renewed or released and generates the proper letters to be sent to the Retailer.

Additional Information:

The Dunning system is also used as a database, as annual data is stored such as Retailer NSF history, Retailer contact information, letters that were produced by the system. It also keeps security Interest information, amounts, expiration dates for release. It tracks the status of a Retailer as in if the Terminal is active, disabled or terminated and associated dates. Banking information is retained for each Lottery Retailer. It also contains payment information, collection call notes made by Finance, reasons why the Retailer's bank account sweep was dishonored, whether or not the dishonored NSF was excused, etc.

The Dunning system also provides the capacity to look up Retailers based on their Retailer number, Social Security number or Federal Identification number.

2.4 PROFESSIONAL DEVELOPMENT

Any IT services personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and 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 security and technology project execution.

The foregoing may include, but are not limited to, the following policies, guidelines and methodologies that can be found at the DoIT site

(<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>).

- A) The State of Maryland System Development Life Cycle (SDLC) methodology
- B) The State of Maryland Information Technology Security Policy and Standards
- C) The State of Maryland Information Technology Non-Visual Access Standards
- D) The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- E) TO Contractor Personnel shall follow a consistent methodology for all TO activities.
- F) The State's Information Technology Project Oversight Policies for any work performed under this TORFP for one or more Major IT Development Projects (MITDPs)
- G) The TO Contractor shall adhere to State Government Article, Title 9, Subtitle 1, Annotated Code of Maryland
- H) The TO Contractor shall adhere COMAR Title 36.

2.6 REQUIREMENTS

The TO Contractor shall perform the following categories of work under this Task Order:

- A. **Functional / Business Requirements** (Fixed Price) – The work described in 2.6.3 Functional / Business Requirements shall be performed as Fixed Price as shown in Attachment 1-Part A. All referenced forms in 2.6.3 Functional / Business Requirements can be found at <http://gaming.mdlottery.com/licensing/>
- B. **Ongoing Maintenance and Training** (Work Order) – Perform ongoing bug, break/fix and software upgrade maintenance and other maintenance on the *eLicensing System* and the Dunning system as approved by the TO Manager. This work will be defined by the TO Manager. The TO Contractor shall supply the TO Manger a not to exceed number of hours that each task will require. The TO Manger will review and if appropriate, approve the work to be completed by the TO Contractor. This work will all be performed at the Fixed Price as agreed upon in the Work Order in accordance with Attachment 1-Part B. At the Agency's discretion, T&M Work Orders may be issued.

All work under 2.6.3 Functional / Business Requirements, with the exception of 2.6.4.1 Training and Support, shall be completed based on the following timeline:

- a) Urgent Priority – within 45 days of NTP
- b) Immediate Priority – within 60 days of NTP
- c) Priority – within 120 days of NTP
- d) Low Priority – within 180 days of NTP

The TO Contractor shall be proficient in and shall perform all work on the *eLicensing* and Dunning Systems using the following software and tools:

- a) Microsoft Visual Studio 2005/2008 to produce VB.NET and C# program code.
- b) Microsoft SQL Server 2012

The TO Contractor shall be proficient with and shall utilize for communications and documentation standard Microsoft Office (version 2010 or greater) software products such as:

- a) MS-EXCEL for spreadsheets
- b) MS-WORD word-processing software for all documentation
- c) MS-PROJECT for all routine project management and timeline reporting

2.6.1 TRANSITION-IN REQUIREMENTS (Included in Fixed Price)

- A. The MLGCA will conduct a kick-off meeting with the TO Contractor within five (5) days of NTP.
- B. The TO Contractor shall work with MLGCA staff to create a Test environment in the MLGCA data center.
- C. The TO Contractor and its employees who have access to the system shall sign a non-disclosure agreement (NDA).
- D. The TO Contractor shall work with the MLGCA to define acceptable key performance indicators and their values to set application performance expectations.

2.6.2 TRANSITION-OUT REQUIREMENTS (Not Separately Priced)

- A. The TO Contractor shall complete all assigned work under this Task Order
- B. The TO Contractor shall supply documentation and System Source Materials (training, system docs, design docs, requirements, outstanding change requests) for all work performed under this Task Order.
- C. The TO Contractor shall make all software in available to MLGCA, clearly defining each release and what software changes were completed in each release

2.6.3 FUNCTIONAL / BUSINESS REQUIREMENTS (Fixed Price)

2.6.3.1 URGENT PRIORITY

- A. Create the on-line Non-Gaming Renewal application and investigative case management system (Form 4002)
- i. Create online application in the *eLicensing System*
 - ii. Create process checklists
 - iii. Create the investigative case management system including form letters, email capability
 - iv. Create the Final Report approval and the Denial Process
 - v. Create queue where license expirations are displayed at 30-60-90 day intervals prior to expiration
- B. Create the on-line Gaming Renewal applications and investigative case management system (Form 4001)
- i. Create online application in the *eLicensing System*
 - ii. Create process checklists
 - iii. Create the investigative case management system including form letters, email capability
 - iv. Create the Final Report approval and the Denial Process
 - v. Create queue where license expirations are displayed at 30-60-90 day intervals prior to expiration
- C. Create the on-line Principal Employee Renewal application and investigative case management system (Form 1008)
- i. Create online application in the *eLicensing System*
 - ii. Create process checklists
 - iii. Create the investigative case management system including form letters, email capability
 - iv. Create queue where license expirations are displayed at 30-60-90 day intervals prior to expiration
 - v. Create the Final Report approval and the Denial Process
- D. House Bill 1115, authorizes the issuance of a temporary video lottery employee license. Under the new legislation that will be in effect as of July 1, 2015, a temporary license once issued would expire after a 180 days and may be extended for an additional 180 days before expiration. MLGCA staff believes the Sponsored Gaming Employee Application would be converted in the *eLicensing System* by name only to a Temporary Gaming Employee License application.
- i. Convert the Sponsored Gaming case management system with associated background checklists, form letters, emails, Final Reports to be renamed Temporary Gaming License.
 - ii. Develop alerts in the *eLicensing System* to notify Licensing Specialists, Managers and the casino, manufacturer, contractor or vendor Human Resource staff of the

- expiration dates after the Temporary Gaming license has been issued and prior to its expiration.
- iii. If the Temporary Gaming license is extended develop alerts in the *eLicensing System* to notify Licensing Specialists, Managers and the casino, manufacturer, contractor or vendor Human Resource staff of the second expiration date after the Temporary Gaming license has been issued and prior to its second expiration.
- E. Modify the logos / names on all forms and form letters to reflect MLGCA name change.
 - F. Modify the letter generated under the Criminal tab to no longer use the Maryland State Police letter head, but rather populate the letter with MLGCA letter head.
 - G. Make the changes necessary to allow MLGCA to update names, logos, and letter heads on all forms and letters.
 - H. Create a notification queue where license expirations are displayed at 30-60-90 day intervals prior to expiration.
 - I. Create a Disaster Recovery plan and Test environment for the *eLicensing System* in the MLGCA data center(s), with support from MLGCA staff.
 - J. Shall insure the system prevents the user's ability to manipulate session IDs. Configure system to not accept session IDs provided by the user's browser at login; always generate a new session to which the user will log in if successfully authenticated. Invalidate any existing session identifiers prior to authorizing a new user session. For platforms such as ASP that do not generate new values for session ID cookies, utilize a secondary cookie. In this approach, set a secondary cookie on the user's browser to a random value and set a session variable to the same value. If the session variable and the cookie value do not match, invalidate the session, and force the user to log on again.
 - K. Configure system to always pass a cookie using an encrypted tunnel whenever a cookie contains sensitive information or exists as a session token. For example, after logging into an application and a session token is set using a cookie, then verify it is tagged using the "secure" flag.
 - L. Ensure SSL 3.0, TLS 1.0 or higher is properly configured and enabled.
 - M. Ensure that the auto-complete HTML attribute for password field is disabled.
 - N. Configure non-required forbidden resources to be removed from the application/site. Issue a "404 - Not Found" response status code instead of "403 - Forbidden".
 - O. Ensure that error messages only contain minimal details that are useful to the intended audience and no one else. They should not reveal necessarily the methods used to determine the error.
 - P. Ensure the HSTS Strict-Transport-Security header in the web server is properly configured.

2.6.3.2 IMMEDIATE PRIORITY

- A. Create the on-line Principal Employee Application and investigative case management system (Form 1004)
 - i. Create online application in the *eLicensing System*
 - ii. Create the checklists
 - iii. Create investigative case management system
 - iv. Create the Natural Person Qualifier which auto populates in the Final Report and Checklist
 - v. Create the Final Report approval and the Denial Process
- B. Create the on-line Temporary Principal Employee Application and investigative case management system (Form 1005)
 - i. Create online application in the *eLicensing System*
 - ii. Create the checklists
 - iii. Create investigative case management system
 - iv. Create the Natural Person Qualifier which auto populates in the Final Report and Checklist
 - v. Create the Final Report approval and the Denial Process
 - vi. Creation of the Final Report approval and the Denial Process
- C. Create the narrative on the Applicants Information page to capture and track licensees statuses:
 - i. Transfer from one facility to another
 - ii. Employment at one or more facility
 - iii. Rehire
 - iv. Position Change
 - v. License upgrades
- D. Create the ability for MLGCA administrative staff to change an applicant's status in the *eLicensing System*:
 - i. Position applied for
 - ii. License reactivation (rehire)
 - iii. License transfer from one facility to another
 - iv. Associate a licensee to multiple facilities
- E. Add the capability to upload and attach Notices of Denial or Revocation documents at the beginning of the Case Images file in a prominent way to indicate closer scrutiny is warranted.
- F. Create and add a barcode category in the applicants investigative case management folder entitled "Administrative Matters" which would be displayed in the applicants Case Images that would include:
 - i. Licensees transfer documentation
 - ii. Licensees Denial Meeting / Hearing matters
 - iii. Licensees name change, address change or position change

- iv. Licensees rehire documentation
- G. Correct the timing out condition that occurs when administrative reports are run in the *eLicensing System* utilizing a wide range of dates; i.e. Case Assignment
- H. Enhance the Accurant Report download format to be useable and understandable after automated report is received. Current download is extremely difficult to interpret.
- I. Convert HTTPS connections from SSL to TLS for Experian and Accurant
- J. Modify the case narrative to reflect the original Denials notations in the approval synopsis. The narrative should remain with the case, showing why the Denial was done and another narrative for the case. Currently Licensing management must retype all the narrative history or the narrative history is lost.
- K. Integrate the *eLicensing System* and Licensing Badging System. The data from the *eLicensing System* should auto-populate the information required for creating each licensee's badge. Badge information should populate the *eLicensing System* once the badge is created in the Badging system.

2.6.3.3 PRIORITY

- A. Add the ability to create a Principal Employee License or Sponsored Principal Employee License upgrade application in *eLicensing System* when the applicant is already licensed at the Non-Gaming, Sponsored Gaming or Gaming level
- B. Add the ability to show those paper Principal Employee License investigations that have been completed as something other than an Active case.
- C. Add the ability to maintain notes and narratives in the approval synopsis for Denials that are made active.
- D. Add the ability to print out the Livescan Registration Record from the *eLicensing System*.
- E. Add a media search block in the current Non-Gaming, Sponsored Gaming and Gaming checklists in the case management portion of the *eLicensing System*.
- F. Assure that all name and address changes made by casino's, manufacturers, contractors, etc. on the Applicant Information page in the *eLicensing System* are propagating to the Final Report, form letters etc. Currently name changes are not propagating to all parts of the application.

2.6.3.4 LOW PRIORITY

- A. Implement time synchronization. Currently when reviewing reports and approving hours the time stamp is consistently off.
- B. Add the ability to do a CJIS Search by date.
- C. Add media search on the checklist for Non-Gaming, Sponsored Gaming and Gaming investigations.
- D. Add the ability to include email addresses for references in the Reference list portion of case management.
- E. Add the ability to email Reference Letters directly to references from within the case management portion of the *eLicensing System*.
- F. Add the ability from the Report menu in *eLicensing System* to run in-depth Case Assignment Reports. Reports currently are timing out.
- G. Correct the current problem with sending multiple cases to the print queue to be printed; the cover pages of each case following the first case maintain the original case number and applicant name on the first case. Correct so that each case prints the correct cover page.
- H. Alphabetize all drop down menu selections, i.e. Fingerprint Entry
- I. Add Puerto Rico to the drop down list for State / Providence / Region in the Reference information section.
- J. Create a Fingerprint Reconciliation Report in the administrative reports options.
- K. Add the ability to interface with P.C. Link and the ability to input data from P.C. Link screens.
- L. Modify the Gaming Final Report to reflect that the Criminal History check box remains checked in the case management system after fingerprints have been expunged.
- M. Complete the development of the following application forms within the *eLicensing System* which includes the following forms along with case management system with associated background checklists, form letters, emails, Final Reports and investigative Time Entry capabilities:
 - i. Form 1004 - Principal Employee Application (46 pages)
 - ii. Form 1008 - Principal Employee Renewal Application (38 pages)
- N. Add the following License types to the *eLicensing System* will include the following current paper gaming application forms along with case management system with associated background checklists, form letters, emails, Final Reports and investigative Time Entry capabilities:
 - i. Form 1002 – Manufacturer License Application (58 pages)

- ii. Form 1002A - Manufacturer License Renewal Application (58 pages)
 - iii. Form 1003 - Manufacturer License Application – Request For Application of Alternative Licensing Standards (16 pages)
 - iv. Form 1006 – Principal Entity Disclosure (35 pages)
 - v. Form 1007 - Principal Employee Waiver Form (19 pages)
 - vi. Form 1009 – Institutional Investor Waiver Form (13 pages)
 - vii. Form 1020 – Contractor Application Form (41 pages)
 - viii. Form 1022 – Contractor Waiver Form (19 pages)
 - ix. Form 1008 - Principal Employee Renewal Application (38 pages)
 - x. Form 1021 – Vendor Certification Form (13 pages)
 - xi. Form 1021CC – Vendor Certification Form (Construction Version) (13 pages)
 - xii. Form 1023 – Vendor Registration Form (3 pages)
 - xiii. Form 1024 - Vendor Emergency Services Notification Form (3 pages)
 - xiv. Form 3001 – Instant Bingo Facility License Application Form (66 pages)
 - xv. Form 3002 – Bingo Principal Employee Application (31 pages)
 - xvi. Form 3003 – Bingo Sponsored Principal Employee Application (32 pages)
 - xvii. Form 3004 – Bingo Manager License Application Form (14 pages)
 - xviii. Form 3005 – Bingo Manager Sponsored License Application Form (14 pages)
- O. Develop a retention schedule for the licensing records. Management would have the ability to run a report of those applicant’s licenses that have been inactive for a certain number of months. Create the ability for Management to have the ability to delete those licenses that no longer meet the data retention requirements.

2.6.4 ADDITIONAL OPTIONAL REQUIREMENTS (VIA WORK ORDER)

2.6.4.1 Training and Support

- A. The TO Contractor also provides new operators (casinos) end user technical support. For each new casino this support includes webinars, demonstrations and creating new usernames and password resets. Onsite support at the casino temporary hiring center for a period of two to three weeks will also be required. Currently the MGM National Harbor casino is scheduled to open during the summer 2016. This training would be requested via Work Order.
- B. The TO Contractor will shall be required to provide training on the *eLicensing System* for all newly hired MLGCA Licensing Division staff. This training would be requested via Work Order.

2.6.5 TECHNICAL REQUIREMENTS

- A. The TO Contractor shall implement secure coding practices in the development of the application as prescribed by the Open Web Application Security Project (OWASP) organization.
- B. All MLGCA data is to remain in the custody of the State and State owned systems; it cannot be copied, replicated, or disclosed.
- C. The TO Contractor and its employees who have access to the system shall sign a non-disclosure agreement (NDA) in the form of Attachment 10.
- D. The TO Contractor must utilize a web application security scanner as part of the development process to frequently scan the application for security vulnerabilities. Application scanning should occur regularly and the results of the scans will be reported to the MLGCA. Security vulnerabilities shall be addressed and evidence of the resolution shall be provided. MLGCA may also utilize its own web application scanner and require the contractor to address identified vulnerabilities.
- E. One week prior to each software release the TO Contractor shall ensure that the operating system and Microsoft Internet Information Services (IIS) on the production system is configured to meet the configuration standards prescribed in the Security Technical Implementation Guides created and maintained by the Defense Information Systems Agency (DISA). The TO Contractor will provide a report to the MLGCA indicating that the configurations meet this requirement and what changes were made to be compliant.
- F. The TO Contractor shall configure database maintenance to meet best practice and to occur automatically on an on-going maintenance schedule. One week prior to each software release the TO Contractor shall verify that the schedule database maintenance is occurring and that no other database maintenance tasks are required before releasing updated versions of the application. The TO Contractor will provide a report to the MLGCA indicating that the configurations meet this requirement and what changes were made to be compliant.
- G. The TO Contractor shall conform to the following encryption standards for the *eLicensing System*:
 - i. Encryption shall be a minimum of 128 bit.
 - ii. When data is transmitted outside of the MLGCA data center(s), the data shall be immediately protected via cryptographic mechanisms (encryption).
 - iii. When data is at rest (i.e. stored electronically) outside of the MLGCA data center(s), the data shall be protected via cryptographic mechanisms (encryption).
 - iv. When encryption is in employed, the cryptographic module used shall be certified to meet FIPS 140-2 standards.

- H. The TO Contractor shall ensure the application is developed to support up to 50 concurrent users with no impact to performance.

2.6.6 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

- A. The TO Contractor shall provide all project management functions related to the TO scope of work. The cost of performing these functions must be included in the Fixed Price associated with Section 2.6.3 Functional / Business Requirements and individual Work Orders.
- B. The TO Contractor shall adhere to DoIT policy and create all documentation required for the SDLC process.

2.6.7 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall:

- A. Provide Technical Support Services
 - i. Maintain custom source code in a version control library.
 - ii. Maintain a list of defects
 - iii. Maintain a list of requested changes
- B. Perform Business and Functional requirements analysis for all work requested under this TORFP and provide Business and Functional Requirements documents for all work, included in any fixed price quotes and delivered as part of the System Documentation for each release.
- C. Provide weekly status reports showing the status of all current work being performed

2.6.7.1 For all software engineering activities performed under this TO, TO Contractor shall ensure that all software engineering lifecycle best practices are followed, including the development, as appropriate and without limitation, the following work products and System Source Materials for each software release of either the *eLicensing System* or the Dunning System:

- A. The TO Contractor shall develop functional, non-functional, and business requirements for each change to either the *eLicensing* or Dunning Systems. These requirements will be reviewed by MLGCA to verify that all of the work to be performed is properly captured in these documents.
- B. Technical requirements documents shall be provided for all changes to either the *eLicensing* or Dunning Systems. These requirements will be reviewed by MLGCA to verify that all of the work to be performed is properly captured in these documents. These documents must be approved before the TO Manager signs off on the Agency Deliverable Acceptance Form.
- C. Test plans, scripts and testing to include regression testing and integration testing. Load and performance testing should also be performed. The TO Contractor may need to perform system optimization in order to meet performance standards.
- D. Test results for all testing performed
- E. Release Notes – produce release notes indicating versioning, etc. for each release

- F. Sysadmin Notes- notes for monitoring the system for each release
- G. Training for MLGCA employees on all updated functionality
- H. Follow an agreed upon change management process

2.6.7.2 Development of all such documentation shall be included in the fixed price quoted for Functional/Business Requirements and for any individual work item requested by the TO Manager under Work Order process.

2.6.7.3 Both the Dunning System and the *eLicensing System* contain Sensitive Data. TO Contractor shall perform necessary security measures to protect the systems and Sensitive Data through all development, testing, and production phases, to include:

- A. The Contractor, including any relevant Subcontractors, shall implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry standards for information security such as those listed below; and shall ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed comply with applicable data protection and privacy laws as well as the terms and conditions of this Contract.
- B. The Contractor, including any relevant Subcontractors, agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State's Maryland Department of Information Technology Security Policy: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>. The State IT Security Policy may be revised from time to time. The Contractor and/or Subcontractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
- C. Ensure that Contractor and/or Subcontractor personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor / Subcontractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor / Subcontractor-owned equipment to a State LAN/WAN

2.6.8 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

- A. The TO Contractor shall assign project management support for this TO to oversee the all work performed under this TO. This individual shall be responsible for providing an initial Project Plan for the this work and be responsible for providing weekly status reports to the TO Manager on the status of this work.
- B. The TO Contractor shall supply resources to capture the business and functional requirements for the work described in Section 2.6.3 Functional / Business Requirements. This resource should be familiar with the process of gathering functional and business requirements for modifications to large complex systems.
- C. The TO Contractor shall supply resources to support testing, training and end user support, software quality assurance as described in this TO. These resources will assist MLGCA

with User Acceptance Testing to test all application software changes as well as system regression testing. Training will consist of working with the end users to provide training on the application submission process as well as the management of processing and reviewing applications. Training for work defined as Fixed Price should be included within the cost of the Fixed Price items. Work not associated with 2.6.3 Functional / Business Requirements items shall be assigned via Work Orders, such as the end user support and training for the new casino.

- D. The resources to support Tier II and Tier III help desk for the eLicensing and Dunning System. Requests for this support will be initiated by MLGCA personnel. Work performed by the TO Contractor to fix or repair changes made by the TO Contractor would be covered under the charges for the original work and would not be billable. For work not covered by a fixed price change will be billable.

2.6.9 SERVICE LEVEL AGREEMENT (SLA)

The application shall meet performance standards mutually agreed upon by the MLGCA and the TO Contractor. Performance will be monitored by utilizing a third party tool used to debug, monitor, and investigate performance.

Application performance standards, their acceptable values, and method for assessment will be mutually defined. Once defined, an SLA addendum to the TO Agreement will be executed. Examples of potential performance indicators are provided below.

- A. Time to First Impression – measures how long it takes for the user to get the first visual impression.
- B. Time to onLoad Event – measures how long it takes for the user to be able to interact with a page.
- C. Time to Fully Loaded – measures how long all for the user to see all contents of a page.
- D. Client Time – measures the amount of time it takes the user's browser to request content
- E. Rendering Time – measures the amount of time it takes the user's browser to render page content

Performance indicators will be monitored for thirty (30) days post each software release is moved into production to ensure the application is adhering to performance standards. \$15,000 will be assessed for failure to meet the performance standards for an average of ninety seven percent (97%) during the thirty (30) day monitoring period.

The parties agree that any assessment of liquidated damages shall be construed and treated by the parties not as imposing a penalty upon the TO Contractor, but as liquidated damages to compensate the State for the TO Contractor's failure to timely complete TO Agreement work, including Work Orders.

If any of the performance measurements are not met during the monthly reporting period, the TO Manager or designee will notify the TO Contractor of the standard that is not in compliance.

TO Contractor's failure to meet an SLA will result in a credit, as liquidated damages and not as a penalty, to the invoiced amount payable by the State during the month of the SLA failure. The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the TO Contractor or may bill the TO Contractor as a separate item.

2.6.10 BACKUP / DISASTER RECOVERY

eLicensing System: A Work Order will be issued to the TO Contractor for implementing Disaster Recovery for the *eLicensing System*.

Dunning System: A Work Order will be issued to the TO Contractor for implementing Disaster Recovery for the *Dunning System*.

2.6.11 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

All software should be developed using the latest versions of software available.

The TO Contractor shall have available an approved application security scanner to perform scans of applications for security vulnerabilities.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- A. Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (8:00 AM to 5:00 PM in the Eastern Time zone as observed by the State), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the MLGCA. TO Contractor Personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support specific efforts and emergencies to resolve system repair or restoration.
- B. Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned activities in addition to core business hours.

2.7.2 DIRECTED PERSONNEL REPLACEMENT

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the TO Manager's judgment, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Department, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in

writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.

- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Section 2.7.2B.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of date of the notification of directed removal, or the actual removal, whichever occurs first. However, if the TO Manager determines that the State's best interests require removal of the TO Contractor Personnel with less than fifteen (15) days' notice, the TO Manager can direct removal in shorter timeframe, including immediate removal.
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

2.7.3 SUBSTITUTION OF PERSONNEL

2.7.3.1 PRIOR TO TASK ORDER EXECUTION

Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

An **Extraordinary Personnel Event** – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

2.7.3.2 SUBSTITUTION AFTER TASK ORDER EXECUTION

The substitution of key personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal, and is prohibited.

The procedure for substituting personnel after award is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B) To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

2.7.4 PREMISES AND OPERATIONAL SECURITY

- A) Prior to commencement of work, TO Contractor Personnel to be assigned to perform work under the resulting Task Order shall be required to submit background check certification to MLGCA from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor. MLGCA reserves the right to disqualify any TO Contractor Personnel whose background checks suggest conduct, involvements, and/or associations that MLGCA determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MLGCA reserves the right to perform additional background checks on TO Contractor Personnel.
- B) Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- C) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- D) TO Contractor shall require its employees to follow the State of Maryland and MLGCA IT Security Policy and Standards throughout the term of the TO Agreement.
- E) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of TO Contractor Personnel work under the Task Order.
- F) TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said TO Contractor Personnel has not adhered to the security requirements specified herein.
- G) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such

costs shall be passed through to or reimbursed by the State or any of its agencies or units.

TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (Attachment 19) within 30 days of notice to proceed.

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2.8 DELIVERABLES

2.8.1 DELIVERABLE SUBMISSION

For every deliverable in Section 2.8.4 Deliverables Description / Acceptance Criteria and every Fixed Price Work Order issued under this TO, the TO Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 9, to the TO Manager in MS Word (2010 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2010 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.8.3 Minimum Deliverable Quality. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.8.3 Minimum Deliverable Quality.

2.8.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.8.4 Deliverable Descriptions / Acceptance Criteria.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

For a deliverable defined in a fixed price work order, the TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.13 Invoicing.

In the event of rejection of a deliverable the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

At the TO Manager's discretion, subsequent project tasks may not continue until deliverable deficiencies 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.

2.8.3 MINIMUM DELIVERABLE QUALITY

The TO Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- 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) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

ID #	Deliverable Description	Acceptance Criteria	Date Due *
2.6.3.1	Urgent Priority	A) Successful Integration, Regression and MLGCA User Acceptance Testing of all functionality, delivery of System Source materials, documentation, and training appropriate for this release as identified in requirements 2.6.3.1 A through 2.6.3.1 P. B) TO Contractor and MLGCA moves software release is moved into production C) TO Contractor shall submit Business and Functional Requirements documents describing the work performed	45 Days of NTP

2.6.3.2	Immediate Priority	<p>A) Successful Integration, Regression and MLGCA User Acceptance Testing of all functionality, delivery of System Source materials, documentation, and training appropriate for this release as identified in requirements 2.6.3.2 A through 2.6.3.1 K.</p> <p>B) TO Contractor and MLGCA moves software release is moved into production</p> <p>C) TO Contractor shall submit Business and Functional Requirements documents describing the work performed</p>	60 Days of NTP
2.6.3.3	Priority	<p>A) Successful Integration, Regression and MLGCA User Acceptance Testing of all functionality, delivery of System Source materials, documentation, and training appropriate for this release as identified in requirements 2.6.3.3 A through 2.6.3.3 F.</p> <p>B) TO Contractor and MLGCA moves software release is moved into production</p> <p>C) TO Contractor shall submit Business and Functional Requirements documents describing the work performed</p>	120 Days of NTP
2.6.3.4	Low Priority	<p>A) Successful Integration, Regression and MLGCA User Acceptance Testing of all functionality, delivery of System Source materials, documentation, and training appropriate for this release as identified in requirements 2.6.3.4 A through 2.6.3.4 O.</p> <p>B) TO Contractor and MLGCA moves software release is moved into production</p> <p>C) TO Contractor shall submit Business and Functional Requirements documents describing the work performed</p>	180 Days of NTP

2.6.7 C	Weekly Status Reports (This is not a billable item)	TO Contractor will provide weekly status reports showing the status of each task defined as Functional/Business Requirements and all Ongoing Maintenance tasks to the TO Manager. This status will include the percentage completion for each task and shall highlight any potential risks of meeting the required delivery time of each task. The TO Contractor shall be available, in person if necessary, to discuss the weekly status report and to answer any questions that MLGCA staff may have in reference to the provided status	Weekly by COB Monday of the following week
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* The above Date Due shall be adhered to unless otherwise agreed upon at the time of project plan acceptance

2.8.5 KEY MILESTONES

ID #	Milestone	Description	Due Date / Frequency
2.8.5.1	Kick-Off Meeting	TO Contractor shall provide a Kick-Off Meeting. The Project Schedule shall be reviewed and modified as needed at this meeting.	NTP +5 Calendar Days
2.8.5.2	Commence requirements gathering for Urgent Priority identified Functional/Business Requirements	TO Contractor commences working with MLGCA to fully define the requirements for all Functional/Business Requirements defined as Urgent Priority	NTP + 5 Calendar Days
2.8.5.3	Commence User Acceptance Testing of Urgent Priority Functional/Business Requirements	TO Contractor and MLGCA commence testing of Urgent Priority Functional/Business Requirements	NTP + 30 Days
2.8.5.4	Commence requirements gathering for Immediate Priority identified Functional/Business Requirements	TO Contractor commences working with MLGCA to fully define the requirements for all Functional/Business Requirements defined as Immediate Priority	NTP + 30 Days

ID #	Milestone	Description	Due Date / Frequency
2.8.5.5	Commence User Acceptance Testing of Immediate Priority Functional/Business Requirements	TO Contractor and MLGCA commence testing of Immediate Priority Functional/Business Requirements	NTP + 45 Days
2.8.5.6	Commence requirements gathering for Priority identified Functional/Business Requirements	TO Contractor commences working with MLGCA to fully define the requirements for all Functional/Business Requirements defined as Priority	NTP + 60 Days
2.8.5.7	Commence User Acceptance Testing of Priority Functional/Business Requirements	TO Contractor and MLGCA commence testing of Priority Functional/Business Requirements	NTP + 105 Days
2.8.5.8	Commence requirements gathering for Low Priority identified Functional/Business Requirements	TO Contractor commences working with MLGCA to fully define the requirements for all Functional/Business Requirements defined as Low Priority	NTP + 121 Days
2.8.5.9	Commence User Acceptance Testing of Low Priority Functional/Business Requirements	TO Contractor and MLGCA commence testing of Low Priority Functional/Business Requirements	NTP + 165 Days

2.9 MINIMUM QUALIFICATIONS

2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

The TO Contractor shall be able to furnish all necessary services required to successfully complete all tasks and work requirements and furnish high quality deliverables as described herein. The TO Contractor shall demonstrate in its proposal that it possess such expertise in-house or has fostered strategic alliances with other firms providing such services.

Only those Offerors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Offeror's proposal shall demonstrate meeting the following minimum requirements:

- A. The TO Contractor shall have been previously awarded a minimum of five (5) other projects in which it provided application development for custom software that was developed by a third party. TO Contractor shall demonstrate in at least two (2) of the projects that it performed on-going development of the third party applications as well as integration development with third party program interfaces.
- B. The TO Contractor shall have worked on at least three (3) critical production systems. The TO Contractor must have deployed at least four (4) releases of each

system, with each release progressing through requirements, design, development and testing SDLC phases. Concurrent engagements shall only be allowed if different personnel are deployed at each engagement.

- C. The TO Contractor shall have a minimum of five (5) years custom web application development expertise utilizing all of: .NET, C# .NET, Transact – SQL, and at least one scripting language, SQL TDE Encryption, and Extensible Markup Language (XML)
- D. The TO Contractor shall have a minimum of three (3) years' experience installing, configuring, and supporting virtualized windows server environments, SQL databases, and Microsoft Internet Information Services.
- E) The TO Contractor shall have supported end users during at least one (1) rollout of a new product or new version of a product at a remote location. The rollout must have been for a single client and must meet all of the following criteria:
 - i. have taken at least two weeks at one location
 - ii. included on-site training for a minimum of ten (10) new users;
 - iii. performing on-site technical support for the rolled out product; and
 - iv. experience must have occurred within the last four (4) years

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications.

2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

- A. Only those Master Contractors supplying key proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.
- B. For the personnel proposed under this TORFP, proposed resources must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10 plus the following minimum qualifications. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.
- C. Master Contractors may only propose **one (1) key personnel** in response to this TORFP. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.
- D. The personnel proposed shall meet the following requirements:
 - i) Bachelor's degree in Computer Science or equivalent combinations of education, training and experience or equivalent.
 - ii) At least five (5) years custom web application development expertise utilizing: .NET, C# .NET, Transact – SQL, Scripting languages, and Extensible Markup Language (XML)

- iii) At least five (5) years of database development experience using Microsoft SQL Server
- iv) At least five (5) years' experience in configuring government sector systems for accessibility and security compliance
- v) At least two (2) years' experience working with the underlying systems on which web applications are developed.

2.10 TO CONTRACTOR AND PERSONNEL PREFERRED QUALIFICATIONS

- 1) .NET skillset
 - a) Application and scripting development best practices, architecture, scalability, etc.
 - b) Can execute tasks with both procedural and Object-oriented programming (OOP) development techniques.
 - c) Familiarity with the syntax and control structures of the given language.
 - d) Best practices for securing web applications.
 - e) Inserting, querying and managing data stored in databases or files.
- 2) Event handling experience
 - a) Creating and controlling windows and dialogs.
 - b) Processes for troubleshooting and debugging
 - c) Familiarity with development and debugging tools for cross-browser issues,
- 3) Has in depth knowledge of key server-side web development concepts such as:
 - a) Integrating data or user accounts between multiple systems for a client.
 - b) Integrating multiple databases and/or database types into one system.
 - c) Managing a hosting environment, and has administered databases.
 - d) Scaling an application and/or its hosting environment to support increases in traffic.
 - e) Setting up or using a version control system, and manage control with file based assets and data.
 - f) Implementing or working with content approval and staging workflows.
 - g) Migrating data, scripting migration of data.
 - h) Implementing, managing or using a backup system and disaster recovery.
 - i) Securing data or access to applications with multiple users levels, or has the ability to customize based on user levels.
 - j) Implementing or working with a template driven system with a clear separation between content and display.
 - k) Outputting data in multiple document formats.
 - l) Using XMLHttpRequest and JavaScript to create web applications.
 - m) Working with multiple delivery platforms such as mobile versus desktop.
 - n) Creating multilingual websites or applications.

- o) Creating and implementing database schemas that represent and support business processes.
 - p) Ensuring the quality of applications through unit testing.
- 4) Expert in SQL and SQL transparent data encryption database administration skill set
- 5) At least one (1) previous project with the Maryland Department of Information Technology's (DoIT) prescribed System Development Life Cycle (SDLC) methodologies, and have performed application development work for a Maryland State Agency

2.11 RETAINAGE

This Section is not applicable to this TORFP.

2.12 WORK ORDER PROCESS

- A. Additional work will be provided via a Work Order process. A Work Order may be issued for either fixed price or time and materials (T&M) pricing or both. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1B.
- B. The TO Manager shall e-mail a Work Order Request (See Attachment 17) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
- (a) Technical requirements and description of the service or resources needed
 - (b) Performance objectives and/or deliverables, as applicable
 - (c) Due date and time for submitting a response to the request
 - (d) Required place(s) where work must be performed
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- a. A response that details the TO Contractor's understanding of the work;
 - b. A price to complete the Work Order Request using the format provided in Attachment 17;
 - c. A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1;
 - d. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
 - e. State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
 - f. The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the

TO Manager will review the response and will confirm the proposed prices are acceptable.

- E. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TO Agreement if appropriate.
- F. Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G. The TO Manager will issue the NTP after the Work Order is approved and/or any interviews are completed.

2.13 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.

Proper invoices for payment shall be submitted to the TO Manager for payment approval as described below. Invoices shall be submitted upon completion and acceptance of the deliverables as defined in Section 2.8.

2.13.1 INVOICE SUBMISSION PROCEDURE

- A) Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, the MLGCA as the recipient, date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., "2.7.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.
 - 1) To be considered a proper Fixed Price invoice (for Task Order requirements and for fixed price Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed DPAF (Attachment 9) for each deliverable invoiced. Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.8 Deliverables.
- C) The TO Contractor shall e-mail the original of each invoice and signed DPAF for each deliverable being invoiced to the TO Requesting Agency at e-mail address: ap.mlgcap@maryland.gov, with a copy to the TO Manager.

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.

2.13.2 TIME SHEET SUBMISSION AND ACCEPTANCE

This Section is not applicable to this TORFP.

2.14 SOC TYPE II AUDIT

This Section is not applicable to this TORFP.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

3.2 SUBMISSION

3.2.1 E-MAIL SUBMISSION

The TO Technical Proposal shall be submitted in one or more separate e-mails from the TO Financial Proposal.

The MLGCA can only accept e-mails that are less than or equal to a 10 MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information above.

The TO Technical Proposal shall be contained in one or more unencrypted e-mails, with two attachments. This e-mail shall include:

- A. Subject line "CATS+ TORFP # 2015-08 Technical" plus the Master Contractor Name
- B. One attachment labeled "TORFP 2015-08 Technical - Attachments" containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- C. One attachment labeled "TORFP 2015-08 Technical – Proposal" in Microsoft Word format (2010 or later).

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 3.4.2 Financial Proposal, with password protection. MLGCA will contact Offerors for the password to open each file. Each file shall be encrypted with the same password.

- A. Subject line "CATS+ TORFP # 2015-08 Financial" plus the Master Contractor Name
- B. One attachment labeled "TORFP 2015-08 Financial" containing the TO Financial Proposal contents, signed and in PDF, Excel or MS Word format.

3.2.2 PAPER SUBMISSION

The MLGCA strongly desires TO Proposal submissions in e-mail format. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

3.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following signed attachments shall be included with the TO Technical Proposal in PDF format (for e-mail delivery). For paper submissions, submit two (2) copies of each with original signatures.

- A. Attachment 4 – Conflict of Interest Affidavit and Disclosure
- B. Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form
- C. Attachment 13 – Living Wage Affidavit of Agreement
- D. Attachment 16 - Certification Regarding Investments in Iran

The following attachments shall be included with the TO Financial Proposal with password protection:

- A. Attachment 1 Price Sheet – Signed PDF

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

Important: A TO Technical Proposal shall include NO pricing information.

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 4) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 5) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 6) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 2.

B) Compliance with Offeror’s Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.9.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1 A	The TO Contractor shall have been previously awarded a minimum of five (5) other projects in which it provided application development for custom software that was developed by a third party. TO Contractor shall demonstrate in at least two (2) of the projects that it performed on-going development of the third party applications as well as integration development with third party program interfaces.	Offeror evidence of compliance here.
2.9.1 B	The TO Contractor shall have worked on at least three (3) critical production systems that each included four (4) or more releases that each go through multiple phases of the SDLC process.	Offeror evidence of compliance here.
2.9.1 C	The TO Contractor shall have a minimum of five (5) years custom web application development expertise utilizing all of: .NET, C# .NET, Transact – SQL, and at least one scripting language, SQL TDE Encryption, and Extensible Markup Language (XML)	Offeror evidence of compliance here.
2.9.1 D	The TO Contractor shall have a minimum of three (3) years' experience installing, configuring, and supporting virtualized windows server environments, SQL databases, and Microsoft Internet Information Services.	Offeror evidence of compliance here.
2.9.1 E	<p>The TO Contractor shall have training experience and have performed the following activities during a single engagement:</p> <ul style="list-style-type: none"> A. Supported end users during at least one rollout of a new product or new version of a product at a remote location. The training must: <ul style="list-style-type: none"> i. have taken at least two weeks at one location; ii. included on-site training for a minimum of ten (10) new users; iii. performing on-site technical support for the rolled out product; and iv. experience must have occurred within the last four (4) years 	Offeror evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

Offeror shall propose exactly one (1) key resource in response to this TORFP.

- 1) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.

- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.2 Offeror's Personnel Minimum Qualifications.
 - 3) Provide three (3) references per proposed personnel containing the information listed in Attachment 5B.
 - 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP
 - d) Description of approach for quickly substituting qualified personnel after start of TO
 - 5) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- D) SBR Participation
- The Offeror shall be a Small Business Reserve (SBR) certified entity.
- E) Subcontractors
- Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.
- F) Overall Offeror team organizational chart
- Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.
- G) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide up to three examples of engagements or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
 - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of

the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

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 4, of the General Provisions Article of the Annotated Code of Maryland. Master 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.

J) Proposed Facility

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

3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);
- B) Attachment 1– Price Sheet
 - i. Provide a fixed price for each item #1 through #49 identified on the Price Sheet Attachment 1 Part A.
 - ii. Provide an hourly rate for each Labor Category proposed on Price Sheet Attachment 1 Part B.

C) Prices shall be valid for 120 days.

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SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal. The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 3.4.
- C) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.
- D) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential future Work Orders.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) Oral presentations will be performed for proposed personnel from all TO Proposals deemed technically qualified.

As described in Section 1.5, in the event that more than ten (10) responsive proposals, the Procurement Officer may perform a down select. The Procurement Officer will notify the Offeror at time of scheduling initial oral presentations whether subsequent rounds of oral presentations are required. When used, the down select procedures to be followed by the Procurement Officer are as follows:

- a) An initial oral presentation will be performed for all proposals meeting minimum requirements.
- b) A technical ranking will be performed for all proposals based on initial the oral presentation. Proposals will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and interview/oral presentation results.

- c) The top ten (10) proposals identified by the technical ranking will be notified of additional oral presentations. All other Offerors will be notified of non-selection for this TORFP.
- C) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- D) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection technical merit and price shall have equal weight.
- F) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

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) and Attachment 19 – Criminal Background Check Affidavit.

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal with password protection
Attachment 2	Minority Business Enterprise Participation (Attachments 1A – 5)	Not Applicable	N/A
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Not Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Applicable	Do Not Submit with Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Not Applicable	N/A
Attachment 15	Veteran Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Not Applicable	N/A
Attachment 19	Criminal Background Check Affidavit	Applicable	Do Not Submit with TO Technical Proposal

*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

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ATTACHMENT 1 - PRICE SHEET

PRICE SHEET (FIXED PRICE) FOR CATS+ TORFP # 2015-08

PART A

ITEM	SECTION	URGENT PRIORITY	COST
1	2.6.3.1 A	Create the on-line Non-Gaming Renewal application and investigative case management system (Form 4002)	
2	2.6.3.1 B	Create the on-line Gaming Renewal applications and investigative case management system (Form 4001)	
3	2.6.3.1 C	Create the on-line Principal Employee Renewal application and investigative case management system (Form 1008)	
4	2.6.3.1 D	<p>The current <i>eLicensing System</i> does not support a recent Maryland law and COMAR change via House Bill 1115 (Chapter 119, Acts of 2015) that allows gaming applicants a to obtain a Temporary license.</p> <p>http://mgaleg.maryland.gov/2015RS/Chapters_noln/CH_119_hb1115t.pdf</p> <p>Part of the scope of this TO is to update the <i>eLicensing System</i> from the current operation described here to support temporary licensure as described in the TORFP scope of work. Under the new legislation that will be in effect as of July 1, 2015, a temporary license once issued would expire after a 180 days and may be extended for an additional 180 days before expiration.</p> <p>MLGCA staff believes the Sponsored Gaming Employee Application would be converted in the <i>eLicensing System</i> by name only to a Temporary Gaming Employee License application. The current Sponsored Gaming will be replaced by the Temporary Gaming license which is similar to the Gaming Employee application in content, however the operator, manufacturer, contractor or vendor is mandated to complete its own due diligence background investigation on the applicant. Once the Sponsored Gaming application is submitted to MLGCA the Licensing Specialist is required to complete an abbreviated portion of the investigative steps required for a Gaming Employee license which accelerates the time in which it takes an application that is received and a license is issued. Once a Sponsored Gaming license is approved in the <i>eLicensing System</i> the applicant retains the same Applicant ID number, however a new investigative case file is created under a new Case ID number. In the <i>eLicensing System</i> the new case is automatically assigned to the original</p>	

		<p>Licensing Specialist who completes a full gaming background investigation of the applicant following the above scenario.</p> <p>Convert the Sponsored Gaming case management system with associated background checklists, form letters, emails, Final Reports to be renamed Temporary Gaming License.</p> <p>Develop alerts in the <i>eLicensing System</i> to notify Licensing Specialists, Managers and the casino, manufacturer, contractor or vendor Human Resource staff of the expiration dates after the Temporary Gaming license has been issued and prior to its expiration.</p> <p>If the Temporary Gaming license is extended develop alerts in the <i>eLicensing System</i> to notify Licensing Specialists, Managers and the casino, manufacturer, contractor or vendor Human Resource staff of the second expiration date after the Temporary Gaming license has been issued and prior to its second expiration.</p>	
5	2.6.3.1 E	Modify the logos / names on all forms and form letters to reflect MLGCA name change.	
6	2.6.3.1 F	Modify the letter generated under the Criminal tab to no longer use the Maryland State Police letter head, but rather populate the letter with MLGCA letter head.	
7	2.6.3.1 G	Make the changes necessary to allow MLGCA to update names, logos, and letter heads on all forms and letters.	
8	2.6.3.1 H	Create a notification queue where license expirations are displayed at 30-60-90 day intervals prior to expiration.	
9	2.6.3.1 I	Create a Disaster Recovery plan and Test environment for the <i>eLicensing System</i> in the MLGCA data center(s), with support of MLGCA staff.	
10	2.6.3.1 J	Shall insure the system prevents the user's ability to manipulate session IDs. Configure system to not accept session IDs provided by the user's browser at login; always generate a new session to which the user will log in if successfully authenticated. Invalidate any existing session identifiers prior to authorizing a new user session. For platforms such as ASP that do not generate new values for session ID cookies, utilize a secondary cookie. In this approach, set a secondary cookie on the user's browser to a random value and set a session variable to the same value. If the session variable and the cookie value do not match, invalidate the session, and force the user to log on again.	

11	2.6.3.1 K	Configure system to always pass a cookie using an encrypted tunnel whenever a cookie contains sensitive information or exists as a session token. For example, after logging into an application and a session token is set using a cookie, then verify it is tagged using the "secure" flag.	
12	2.6.3.1 L	Ensure SSL 3.0, TLS 1.0 or higher is properly configured and enabled.	
13	2.6.3.1 M	Ensure that the autocomplete HTML attribute for password field is disabled.	
14	2.6.3.1 N	Configure non-required forbidden resources to be removed from the application/site. Issue a "404 - Not Found" response status code instead of "403 - Forbidden".	
15	2.6.3.1 O	Ensure that error messages only contain minimal details that are useful to the intended audience and no one else. They should not reveal necessarily the methods used to determine the error.	
16	2.6.3.1 P	Ensure the HSTS Strict-Transport-Security header in the web server is properly configured and enabled.	
TOTAL URGENT PRIORITY COST			
ITEM		IMMEDIATE PRIORITY	COST
17	2.6.3.2 A	Create the on-line Principal Employee Application and investigative case management system (Form 1004)	
18	2.6.3.2 B	Create the on-line Sponsored Principal Employee Application and investigative case management system (Form 1005)	
19	2.6.3.2 A	Create the narrative on the Applicants Information page to capture and track licensees statuses	
20	2.6.3.2 D	Create the ability for MLGCA administrative staff to change an applicant's status in <i>eLicensing System</i>	
21	2.6.3.2 E	Add the capability to upload and attach Notices of Denial or Revocation documents at the beginning of the Case Images file in a prominent way to indicate closer scrutiny is warranted.	
22	2.6.3.2 F	Create and add a barcode category in the applicants investigative case management folder entitled "Administrative Matters" which would be displayed in the applicants Case Images that would include	
23	2.6.3.2 G	Correct the timing out condition that occurs when administrative reports are run in the <i>eLicensing System</i> utilizing a wide range of dates; i.e. Case Assignment	

24	2.6.3.2 H	Enhance the Accurint Report download format to be useable and understandable after automated report is received. Current download is extremely difficult to interpret.	
25	2.6.3.2 I	Convert HTTPS connections from SSL to TLS for Experian and Accurint	
26	2.6.3.2 J	Modify the case narrative to reflect the original Denials notations in the approval synopsis. The narrative should remain with the case, showing why the Denial was done and another narrative for the case. Currently Licensing management must retype all the narrative history or the narrative history is lost.	
27	2.6.3.2 K	Integrate the <i>eLicensing System</i> Licensing Badging System. The data from the <i>eLicensing System</i> should auto-populate the information required for creating each licensee's badge. Badge information should populate the <i>eLicensing System</i> once the badge is created in the Badging system.	
TOTAL IMMEDIATE PRIORITY COST			
ITE M		PRIORITY	COST
28	2.6.3.3 A	Add the ability to create a Principal Employee License or Sponsored Principal Employee License upgrade application in <i>eLicensing System</i> when the applicant is already licensed at the Non-Gaming, Sponsored Gaming or Gaming level	
29	2.6.3.3 B	Add the ability to show those paper Principal Employee License investigations have been completed and not display as an Active case.	
30	2.6.3.3 C	Add the ability to maintain notes and narratives in the approval synopsis for Denials that are made active.	
31	2.6.3.3 D	Add the ability to print out the eLicensing Livescan Registration Record from <i>eLicensing System</i> .	
32	2.6.3.3 E	Add a media search block in the current Non-Gaming, Sponsored Gaming and Gaming checklists in the case management portion of <i>eLicensing System</i> .	

33	2.6.3.3 F	Assure that all name and address changes made by casino's, manufacturers, contractors, etc. on the Applicant Information page in <i>eLicensing System</i> are propagating to the Final Report, form letters etc. Currently name changes are not propagating to all parts of the application.	
TOTAL PRIORITY COST			
ITEM		LOW PRIORITY	COST
34	2.6.3.4 A	Implement time synchronization. Currently when reviewing reports and approving the time stamp is consistently off.	
35	2.6.3.4 B	Add the ability to do a CJIS Search by date. Other fields are searchable but not date.	
36	2.6.3.4 C	Add media search on the checklist for Non-Gaming, Sponsored Gaming and Gaming investigations	
37	2.6.3.4 D	Add the ability to include email addresses for references in the Reference list portion of case management	
38	2.6.3.4 E	Add the ability to email Reference Letters directly to references from within the case management portion of the <i>eLicensing System</i> .	
39	2.6.3.4 F	Add the ability from the Report menu in <i>eLicensing System</i> to run in-depth Case Assignment Reports. Reports currently are timing out.	
40	2.6.3.4 G	Correct the current problem with sending multiple cases to the print queue to be printed; the cover pages of each case following the first case maintain the original case number and applicant name on the first case. Correct so that each case prints the correct cover page.	
41	2.6.3.4 H	Alphabetize all drop down menu selections, i.e. Fingerprint Entry	
42	2.6.3.4 I	Add Puerto Rico to the drop down list for State / Providence / Region in the Reference information section	
43	2.6.3.4 J	Create a Fingerprint Reconciliation Report in the administrative reports options.	
44	2.6.3.4 K	Add the ability to interface with P.C. Link and the ability to input data from P.C. Link screens.	
45	2.6.3.4 L	Modify the Gaming Final Report to reflect that the Criminal History check box remains checked in the case management system after fingerprints have been expunged.	

46	2.6.3.4 M	<p>Complete the development of the following application forms within the <i>eLicensing System</i> which includes the following forms along with case management system with associated background checklists, form letters, emails, Final Reports and investigative Time Entry capabilities</p> <p>Form 1004 - Principal Employee Application (46 pages) Form 1008 - Principal Employee Renewal Application (38 pages)</p>	
47	2.6.3.4 N	<p>Add the following License types to the <i>eLicensing System</i> will include the following current paper gaming application forms along with case management system with associated background checklists, form letters, emails, Final Reports and investigative Time Entry capabilities:</p> <p>Form 1002 – Manufacturer License Application (58 pages) Form 1002A - Manufacturer License Renewal Application (58 pages) Form 1003 - Manufacturer License Application – Request For Application of Alternative Licensing Standards (16 pages) Form 1006 – Principal Entity Disclosure (35 pages) Form 1007 - Principal Employee Waiver Form (19 pages) Form 1009 – Institutional Investor Waiver Form (13 pages) Form 1020 – Contractor Application Form (41 pages) Form 1022 – Contractor Waiver Form (19 pages) Form 1008 - Principal Employee Renewal Application (38 pages) Form 1021 – Vendor Certification Form (13 pages) Form 1021CC – Vendor Certification Form (Construction Version) (13 pages) Form 1023 – Vendor Registration Form (3 pages) Form 1024 - Vendor Emergency Services Notification Form (3 pages) Form 3001 – Instant Bingo Facility License Application Form (66 pages) Form 3002 – Bingo Principal Employee Application (31 pages) Form 3003 – Bingo Sponsored Principal Employee Application (32 pages) Form 3004 – Bingo Manager License Application Form (14 pages) Form 3005 – Bingo Manager Sponsored License Application Form (14 pages)</p>	

49	2.6.3.4 O	Develop a retention schedule for the licensing records. Management would have the ability to run a report of those applicant's licenses that have been inactive for a certain number of months. Create the ability for Management to have the ability to delete those licenses that no longer meet the data retention requirements.	
		TOTAL LOW PRIORITY COST	

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ATTACHMENT 1 - PRICE SHEET

**PRICE SHEET (HOURLY RATES) FOR CATS+ TORFP # 2015-08
PART B**

For each function defined in Section 2.6.7 TO Contractor Responsibilities, identify in the table below the Labor Categories proposed to provide these functions and the Hourly Rate proposed for each Category.

The TO Offeror may also submit any additional CATS+ job functions/Labor Categories it deems necessary.

It is estimated that there will be approximately twenty (20) hours per month of maintenance Work Orders. Offerors are instructed to allocate twenty (20) hours total across the labor categories.

The total hours are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price sheet evaluation.

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

CATS+ Labor Category	CATS+ Hourly Rate	Monthly Number of Hours based on Section 2.6 B	Rate Extended (Hourly Rate x Number of Hours)
		x	=
		x	=
		x	=
		x	=
		x	=
		x	=
		x	=
		x	=
		x	=
		Total Monthly Hours 20	Total Monthly Price \$ _____

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

PRICE SHEET (SUMMARY)

PART A

Total Price – Urgent Priority \$ _____ **A**

Total Price – Immediate Priority \$ _____ **B**

Total Price – Priority \$ _____ **C**

Total Price – Low Priority \$ _____ **D**

PART B

Total Monthly Price \$ _____
X 60 Months \$ _____ **E**

TOTAL EVALUATED PRICE \$ _____
(Total A + B + C + D + E) **(BASIS OF AWARD)**

The TO Offeror’s Proposed “Total Evaluated Price” specified above will be the basis for the award. The number of hours for Part B is based on estimated quantities and will be used solely for price evaluation, comparison and selection for recommendation for award. The quantities indicated are not a guarantee of any minimum or maximum amounts under this TO and may change at any time during the term of the TO.

The proposed prices are to be fully loaded and to expressly include overhead expenses (e.g., fringe benefits, administrative costs, profits, etc.), and all related and incidental expenses (e.g., travel, legal, etc.) associated with providing this service.

The actual amount to be paid to the TO Contractor shall be calculated using the Firm Fixed Prices specified in Part A and, for Part B, the actual number of hours authorized and accepted by the MLGCA.

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

The Minority Business Enterprise (MBE) subcontractor participation goal for this solicitation is 0%.

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# 2015-08 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2015 by and between _____ (TO Contractor) and the STATE OF MARYLAND, Maryland Lottery and Gaming Control Agency (MLGCA).

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 Maryland Lottery and Gaming Control Agency, as identified in the CATS+ TORFP # 2015-08. (also “MLGCA” or “Lottery”)
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # 2015-08 , dated MONTH DAY, YEAR, including any addenda and amendments.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - d) “TO Procurement Officer” means Robert W. Howells. The Agency may change the TO Procurement Officer at any time by written notice.
 - e) “TO Agreement” means this signed TO Agreement between MLGCA and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means John Gallagher. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
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 Technical Proposal
 - d) Exhibit C – TO Financial Proposal

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 _____, 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 \$_____. 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 a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor’s Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, STATE LOTTERY AND GAMING CONTROL AGENCY

By: _____, Director

Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____ 2015.

Assistant Attorney General

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)

ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

Instructions:

- 1) For this TORFP,
 - a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - b) Master Contractors shall propose the resource that best fits the specified CATS+ Labor Category. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - c) A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - i) Failure to follow these instructions.
 - ii) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - iii) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
 - iv) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*
 - v) A resource proposed in response to this TORFP is not available as of TO award. Substitutions prior to award are considered alternate proposals and will not be allowed.
 - d) Complete and sign the **Minimum Qualifications Summary** (Attachment 5A) and the **Personnel Resume Form** (Attachment 5B) for each resource proposed. Alternate resume formats are not allowed.
 - i) The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ Master Contract RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Personnel Resume Form (5B) demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. *The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.*

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. 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 the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific

minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

- ii) The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.

ATTACHMENT 5 5A – MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # 2015-08

All content on this form must also be on the Personnel Resume Form.

ONLY include information on this summary that supports meeting a minimum qualification.

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
LABOR CATEGORY TITLE – Functional Area 5 - Software Engineering.										
Education: Insert the education description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
Generalized Experience: Insert the generalized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2"><insert cross-reference(s) to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>									
Specialized Experience: Insert the specialized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2"><insert cross-reference to the full description on Form 5B></td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference to the full description on Form 5B>									
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.9 of this TORFP. Provide dates in the format of MM/YY to MM/YY										

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

Signature Date

Proposed Individual:

Signature Date

ATTACHMENT 5 5B – PERSONNEL RESUME FORM

CATS+ TORFP # 2015-08

Instructions: Submit one resume form for each resource proposed. Do not submit other resume formats. Fill out each box as instructed. Failure to follow the instructions on the instructions page and in TORFP may result in the TO Proposal being considered not susceptible for award.

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:	<u>Functional Area 5 - Software Engineering.</u>
Job Title (As listed in TORFP):	<as described in this TORFP>

Education / Training (start with most recent degree / certificate)

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

Relevant Work Experience*

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use Employment History below for full employment history. Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

*Fill out each box. Do not enter “see resume” as a response.

A) References for Proposed Resource (if requested in the TORFP)

List persons the State may contact as employment references. Add lines as needed.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>

Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

Signature Date

Proposed Individual:

Signature Date

Instruction: Sign each form.

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

Interested parties in need of assistance with directions should contact the TO Procurement Officer at Robert.howells@maryland.gov.

The Lottery is located at:
1800 Washington Boulevard, Suite 330
Montgomery Park Business Center
Baltimore, Maryland 21230

Park in the RED lot.

The Lottery is on the 3rd Floor. You will need to get a pass for the elevator from the guard in the lobby, turn right coming off the elevator, then you will have to be “buzzed-in” to the Lottery reception area.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): 2015-08

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. _____ of Maryland Lottery and Gaming Control Agency (MLGCA) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone _____.

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, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

Not applicable to this TORFP

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: MLGCA

Solicitation Title: **LICENSING AND DUNNING SYSTEMS ADDITIONS, ENHANCEMENTS AND MAINTENANCE**

TO Manager: John Gallagher 410-230-8834

To: TO Contractor Name

The following deliverable, as required by Solicitation Number (TORFP #): 2015-08 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

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20___, 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 # 2015-08 for Licensing and Dunning Systems Additions, Enhancements and Maintenance. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited to, _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, 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, MLGCA 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: _____

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____, 20___, by and between the State of Maryland ("the State"), acting by and through its Maryland Lottery Gaming Control Agency, (MLGCA), (the "Department or Agency"), 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 Licensing and Dunning Systems Additions, Enhancements and Maintenance TORFP No. 2015-08 dated _____, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Department or Agency, Project Number 060B2490023; 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. 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 means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. 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 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 or Agency, all the Confidential Information in its care, custody, control or possession upon request of the Department or Agency 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 Master Contract 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:
 - This Agreement shall be governed by the laws of the State of Maryland;
 - 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;
 - The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

MLGCA:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)
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@maryland.gov with the TO number in the subject line.

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

<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? % (If there is no MBE goal, skip to Section 5)</p>
<p>B) Are MBE reports 2-4A, 2-4B, and 2-5 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>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 subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))</p>
<p>Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions)</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>B) Does the change management procedure include the following? Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</p>
<p>D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTCHHMENT 15 - VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION
(VSBE) FOR STATE OF MARYLAND**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 16 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

Authority: State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

List: The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- Providing goods or services of at least \$20 million in the energy sector of Iran; or
- For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

The Investment Activities in Iran list is located at: www.bpw.state.md.us

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 - SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #		
This Work Order is issued under the provisions of the Task Order. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the Work Order.				
Purpose				
Statement of Work Requirements:				
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>				
Deliverables are subject to review and approval by MLGCA prior to payment. <i>(Attach additional sheets if necessary)</i>				
Start Date	End Date			
Cost				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		MLGCA shall pay an amount not to exceed		\$
Contractor		Agency Approval		
(Signature) Contractor Authorized Representative (Date)		(Signature) TO Manager (Date)		
POC	(Print Name)	TO Manager	(Print Name)	
Telephone No.		Telephone No.		
E-mail:		E-mail:		

ATTACHMENT 18 - PERFORMANCE EVALUATION FORM

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 19 - CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____ (Title)_____ and the duly authorized representative of _____ (Master Contractor)_____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that _____ (Master Contractor)_____ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A.

I hereby affirm that the _____ (Master Contractor)_____ has provided Maryland Lottery and Gaming Control Agency with a summary of the security clearance results for all of the candidates that will be working on Task Order Licensing and Dunning Systems - Additions, Enhancements and Maintenance 2015-08 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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.

Master Contractor

Typed Name

Signature

Date

Submit within 30 days of NTP