



**STATE OF MARYLAND**

**MARYLAND LOTTERY AND GAMING CONTROL COMMISSION  
(MLGCC)**

**REQUEST FOR PROPOSALS (RFP) - SMALL PROCUREMENT**

**ANALYSIS OF THE SPORTS AND EVENT WAGERING  
INDUSTRY AND RELEVANT NORTH AMERICAN  
INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODES**

**RFP NUMBER MLGCA #2021-05**

**ISSUE DATE: AUGUST 7, 2020**

**PROPOSAL DUE DATE: AUGUST 21, 2020**

## **NOTICE**

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace Advantage (eMMA) <https://procurement.maryland.gov> should register on eMMA. See Section 4.2

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO  
RESPOND TO THIS SOLICITATION.**

## KEY INFORMATION SUMMARY SHEET

<b>Request for Proposals (RFP):</b>	<b>ANALYSIS OF THE SPORTS AND EVENT WAGERING INDUSTRY AND RELEVANT NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODES</b>
<b>RFP Number:</b>	MLGCC #2021-05
<b>RFP Issue Date:</b>	August 7, 2020
<b>RFP Issuing Office:</b>	<b>Maryland Lottery and Gaming Control Agency (MLGCA) on behalf of the Maryland Lottery and Gaming Control Commission (MLGCC)</b>
<b>Procurement Officer:</b>  <b>email:</b> <b>Office Phone:</b>	Robert W. Howells, Procurement Officer Montgomery Park Business Center 1800 Washington Blvd., Suite 330 Baltimore, MD 21230 Robert.Howells@Maryland.gov 410-230-8789
<b>Proposals are to be sent to:</b>	The Procurement Officer at the above address
<b>Pre-Proposal Conference:</b>	N/A
<b>Questions Due Date and Time</b>	Not Later Than 5:00 p.m. Local Time on August 14, 2020 by e-mail to the Procurement Officer
<b>Proposal Due (Closing) Date and Time:</b>	Not Later Than <b>2:00 p.m. Local Time on August 21, 2020</b> by e-mail to the Procurement Officer
<b>MBE Subcontracting Goal:</b>	N/A
<b>VSBE Subcontracting Goal:</b>	N/A
<b>Procurement Method/Contract Type:</b>	Small Procurement as described in COMAR 21.05.07 Combination Firm Fixed Price component in accordance with COMAR 21.06.03.02(A)(1) and an Indefinite quantity Labor Hours component in accordance with COMAR 21.06.03.05.
<b>Contract Duration:</b>	From Date of Execution of the Contract for a period of one-year.
<b>Contract Manager:</b>	James B. Butler, Managing Director, Organizational Compliance Maryland State Lottery and Gaming Control Agency 1800 Washington Blvd., Suite 330 Baltimore, MD 21230 jbutler@maryland.gov (410) 230-8781
<b>SBR Designation:</b>	No
<b>Federal Funding:</b>	No

## **SECTION I: PROJECT DESCRIPTION:**

### **1.1 SUMMARY STATEMENT**

The Maryland State Lottery and Gaming Control Commission (MLGCC) is seeking proposals from qualified firms with expertise in the Sports and Events Wagering Industry as well as familiarity with the North American Industry Classification System (NAICS) codes. The MLGCC requires additional information to aid in evaluating whether and to what extent race and/or gender conscious remedial remedies may constitutionally be applied to Sports and Event Wagering activities, initiatives and projects. At this time, the MLGCC seeks to enter into a contract with a firm to provide information about the specific NAICS codes involved in, and related to, the Sports and Events Wagering industry. The successful firm would contract with MLGCC and provide the information required in the Scope of Work (Section 1.3) below.

### **1.2 BACKGROUND**

The Maryland Legislature, during its 2020 Session, enacted Senate Bill 4 which provides in Section 3, in part, the following requirements for the MLGCC:

- (a) The Maryland Department of Transportation and the State Lottery and Gaming Control Commission, in consultation with the Office of the Attorney General, shall contract with an appropriate expert to review the “Business Disparities in the Maryland Market Area” study completed on February 8, 2017, to evaluate, on or before October 1, 2020, whether the data in the study demonstrates a compelling interest to implement remedial measures, including the application of the State Minority Business Enterprise Program under Title 14, Subtitle 3 of the State Finance and Procurement Article or a similar program, to assist minorities and women in the sports and event wagering industry and market.
- (b) (1) If a determination is made under subsection (a) of this section that the data in the February 8, 2017, study “Business Disparities in the Maryland Market Area” does not appropriately apply to the sports and event wagering industry, the certification agency designated by the Board of Public Works under § 14–303(b) of the State Finance and Procurement Article, in consultation with the General Assembly and the Office of the Attorney General, shall initiate a disparity study of the sports and event wagering industry to evaluate whether there is a compelling interest to implement remedial measures, including the application of the State Minority Business Enterprise Program under Title 14, Subtitle 3 of the State Finance and Procurement Article or a similar program, to assist minorities and women in the sports and event wagering industry and market.

This RFP **does not** seek proposals to conduct a disparity study. Rather, the MLGCC seeks a consultant knowledgeable about the Sports and Event Wagering Industry (i.e. sports betting) and the NAICS coding system, to prepare a report as outlined in the Scope of Work in Section 1.3 of this RFP. This report will assist the certification agency (i.e., the

Maryland Department of Transportation (MDOT)) and the MLGCC, in consultation with the Office of the Attorney General, in carrying out their responsibilities under this legislation. As additional background, MLGCC anticipates the following:

- 1) Sports and event wagering will likely be conducted inside existing premises such as casinos, racetrack betting facilities, or sporting venues, and therefore the construction aspect of this project will primarily involve adapting existing premises to permit sports wagering.
- 2) Patrons will be able to place sports wagers online, or through web-based and mobile applications.
- 3) As part of the sports betting experience, the premises where sports betting is conducted may also add self-service betting kiosks – which may need to be designed and constructed – inside the facility.
- 4) Some facilities may require expansion of their existing food service venues or the construction of new such venues.
- 5) Sports betting facilities' systems must be capable of securely – in person and online - verifying any age or geolocation requirements, or other legal, self-exclusion and mandatory exclusion restrictions or verifications on bettors.
- 6) Depending on the licensing requirements, there is a possibility that new premises will need to be constructed

### **1.3 SCOPE OF WORK**

Proposals shall include a work plan indicating the techniques and methodologies planned to meet the goals of the project, including the tasks, activities, data-gathering, analyses, milestones, and other information describing how the Offeror will complete and meet the goals of the project. The Offeror shall demonstrate a clear understanding of the Sports and Event Wagering industry and the research, relevant data, and analysis required to complete the project.

The following specific Tasks shall be performed by the Contractor (or “Consultant”).

1. Develop a comprehensive list of the NAICS codes involved in the Sports and Event Wagering industry at the six-digit level. This list shall include a short (1-3 sentence description) of the work to be performed for the project under each code. The Consultant need not provide any list of companies available in those codes; it need only provide the relevant codes and a short description of the work to be performed for the project under each code.
2. Develop an analysis of the likely major activities that will be involved in Maryland's Sports and Event Wagering Industry, the likely work phases for each of those activities, and the approximate time each phase will require. This analysis shall also indicate the ways in which the different phases overlap, temporally, if that is the case.
3. Develop an estimate of the percentage of funds that will likely be spent in each NAICS code (at the six-digit level) during each work phase of the project. In

this analysis, the total of the percentages assigned to each NAICS shall add up to 100% for each work phase.

4. Develop a best estimate for the percentage of funds by NACIS code that will be spent in each phase over the life of the project.
5. Deliver a report of information required under Tasks #1-4 above to the MLGCA Contract Manager no later than thirty (30) days after the Notice to Proceed has been issued by the Procurement Officer.
6. Provide other guidance or information as required and requested by MLGCC in conjunction with information derived from Tasks # 1 – 4 above.

#### **1.4 CONTRACT TYPE AND TERM:**

The Contract that results from this RFP shall contain two components: a Firm-Fixed Price component in accordance with COMAR 21.06.03.02 (A)(1) for Scope of Work Tasks #1, 2, 3, 4 and 5, and an indefinite Quantity Labor Hour component with fixed unit prices (i.e. Labor Rates) in accordance with COMAR 21.06.03.05. for Scope of Work Task #6.

The anticipated term of this Contract will be from the date of Contract award/execution (which is anticipated to be on or about September 26, 2020) for a period of one-year. The Contractor shall complete all Section 1.3 Scope of Work Tasks on the schedule specified by the MLGCC and prior to the Contract expiration date.

#### **1.5 PROCUREMENT METHOD**

This RFP is being conducted as a “Small Procurement” as described in COMAR 21.05.07. Small Procurement procedures are used for procurements not exceeding \$50,000 in total contract amount.

#### **1.6 PROCUREMENT OFFICER**

The sole point-of-contact for purposes of this RFP prior to the award of any Contract shall be the Procurement Officer at the address listed in the Key Information Summary Sheet. All communications regarding this RFP are to be made solely with the Procurement Officer. No other State or MLGCA or MLGCC employee, official or representative has authority to change requirements except the Procurement Officer, subject to the limits of his/her authority and other limitations imposed by law.

#### **1.7 MINIMUM QUALIFICATIONS**

Prior to the Due Date and Time for this RFP, the Offeror 1) shall have been in business for a minimum of two (2) years with expertise in the Sports and Event Wagering Industry (or similar) and familiarity with NAICS codes, and 2) shall have prepared at least one industry evaluation involving the use of NAICS codes that is similar in scope to that required by this RFP.

## **1.8 PROPOSAL SUBMISSION SHOULD INCLUDE**

Proposals shall be submitted in the following format and include the following information at a minimum:

- a. The identity of the Offeror who will provide the consulting services described in this RFP and the name, title, e-mail address, and telephone number of primary contact for the Offeror.
- b. Statement of experience and qualifications of the Offeror, particularly in each of these areas (i) Sports and Event Wagering, (ii) working with NAICS codes, and (iii) performing industry evaluations.
- c. A proposed work plan, including a narrative describing the Offeror's understanding of the work required and methodology proposed for providing all deliverables.
- d. Examples of comparable completed work with contact names used for reference purposes.
- e. Schedule for completion of work and statement attesting to the availability of Offeror key personnel to:
  - i. complete the required analysis and recommendations within the timeframe specified by the Contract;
  - ii. be available on an hourly billing basis from date Contract is awarded through its expiration date, as required by the Commission.
- f. Description of the Offeror if other than an individual, to include history, location(s), organization chart, mission and any other relevant company information and as applicable, documentation for any certification or eligibility as a minority or woman-owned business, small business, or veteran-owned business.
- g. Evidence of educational background, professional certifications, publications, or other achievements pertinent to the assessment of capability to perform the tasks described herein.
- h. At least three (3) business references that may be contacted that have direct knowledge of the Offeror's ability to provide the consulting services, especially those concerning the Sports Betting Industry and other industry evaluations, in terms of results, timeliness, and price. Provide a contact person for each reference, along with title, telephone number, and an e-mail address.
- i. Any other information deemed appropriate for consideration under this RFP.

## **1.9 DUE DATE AND TIME FOR RECEIPT OF PROPOSALS**

An Offeror shall submit its Proposal by e-mail **on or before 2:00 p.m. Local Time on August 21, 2020** to the Procurement Officer, Robert W. Howells at [Robert.howells@maryland.gov](mailto:Robert.howells@maryland.gov). The Subject Line of the email shall be "PROPOSAL FOR SPORTS & EVENT WAGERING NAICS". *If the Proposal is not received electronically by the Procurement Officer by this date and time, the Proposal shall be determined to be late and shall not be further considered.* Offerors are solely responsible for assuring that their Proposals are delivered before the Due Date and Time for Receipt of Proposals.

The Proposal submission will consist of two separate emails – One labeled “Technical Proposal” and the other labeled “Financial Proposal”. The Technical Proposal email shall contain all required submission items **except** the Price Proposal Form. The Financial Proposal email shall contain the Price Proposal Form **only**.

#### **1.10 DURATION OF OFFER**

Proposals are irrevocable for Sixty (60) days following the Due Date and Time for Receipt of Proposals. With the consent of the Offeror, the Procurement Officer may increase the period of irrevocability of a Proposal if it is determined to be in MLGCC’s best interest to do so. Once a Proposal is accepted, all prices, terms, and conditions shall remain unchanged throughout the Contract period.

#### **1.11 AWARD DETERMINATION**

A Contract shall be awarded to the Offeror whose proposal is determined to be the most advantageous to the State considering price and the evaluation of the proposal using the Selection Criteria described in Section 1.12 below. The technical factors listed in Section 1.12 will have greater weight than the price (financial factor) in the overall award determination.

#### **1.12 SELECTION CRITERIA**

The criteria used to evaluate Technical Proposals are listed below with equal weight to each criterion:

- Work Plan;
- The described education, experience and capability of the Offeror to provide the requirements of this RFP/Contract.

#### **1.13 PRICES**

The prices for Tasks #1, 2, 3, 4 and 5 will be firm-fixed. The prices for Task #6 will be fully loaded labor hour rates from which the cost of any specific work will be determined, based on the type of personnel classification and the number of hours required to perform the work. The fully loaded price per hour for each shall include, but not be limited to, all supervision, labor, equipment, tools, materials, supplies, insurance, bonding, licenses, profit, and overhead.

#### **1.14 ARREARAGES**

By submitting a response to this RFP, an Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

### **1.15 PROPOSAL AFFIDAVIT**

A Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as **Attachment B** of this RFP.

### **1.16 CONTRACT AFFIDAVIT**

All Offerors are advised that if a Contract is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment C** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

### **1.17 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

1.17.1 The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment D**) and submit it with its Proposal.

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

1.17.3 Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

1.17.4 Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that "an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement." Any Offeror submitting a Proposal in violation of this provision shall be classified as "not responsible." See COMAR 21.05.03.03.

### **1.18 PUBLIC INFORMATION ACT NOTICE**

1.18.1 The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or 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, Md. Code Ann., General Provisions Article, Title 4.. This information should be identified by page and



section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal. A blanket statement by the Offeror that its entire proposal is confidential proprietary commercial information or a trade secret is unacceptable. Proposals shall be open to public inspection only after Contract award, to the extent permitted by the PIA.

1.18.2 Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed

### **1.19 CANCELLATION**

The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

## **SECTION II: TERMS AND CONDITIONS**

This RFP and any resulting contract will be conducted in accordance with the State Finance and Procurement Article Division II and COMAR Title 21, Procurement Regulations.

This RFP is to be read and construed as a whole. Certain terms used in this RFP are defined as found in Division II of the State Finance and Procurement Article of the Annotated Code of Maryland, COMAR Title 21 (State Procurement Regulations).

### **2.1 MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of the Contract for each succeeding fiscal period beyond the first.

### **2.2 MARYLAND LAW PREVAILS**

The provisions of this Contract shall be governed by the Laws of Maryland.

### **2.3 DISPUTES**

This Contract shall be subject to the provisions of State Finance and Procurement Article Title 15, Subtitle 2 Dispute Resolution of the Annotated Code of Maryland and COMAR 21.10 - Administrative and Civil Remedies. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the procurement officer's decision. Unless a lesser period is provided by applicable statute or regulation, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

### **2.4 CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES**

The MLGCC shall have the unilateral right, at its discretion, to change, alter or modify in writing the services within the scope this Contract even though it may result in an increase or decrease in the services of the Contractor or in the Contract cost thereof.

### **2.5 TERMINATION FOR DEFAULT**

If the Contractor does not fulfill the obligations under this contract or violates any provision of this contract, the MLGCC may terminate the contract by giving the contractor written notice of termination. Termination under this paragraph does not relieve the contractor from liability for any damages caused to the state. Termination, hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

### **2.6 NONDISCRIMINATION**

The Contractor shall comply with the nondiscrimination provisions of Federal and Maryland law.

### **2.7 BRIBERY**

The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor, nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

### **2.8 TERMINATION FOR CONVENIENCE OF THE STATE**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, wherever the MLGCC shall determine

that such termination is in the best interest of the State. The MLGCC will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR, Title 21.07.01.12.A(2).

## **2.9 ATTACHMENTS**

- **ATTACHMENT A - Price Proposal Form**
- **ATTACHMENT B - Proposal Affidavit**
- **ATTACHMENT C - Contract Affidavit**
- **ATTACHMENT D - Conflict of Interest Affidavit**
- **ATTACHMENT E - State Contract**

**ATTACHMENT A - PRICE PROPOSAL FORM**

**ANALYSIS OF THE SPORTS AND EVENT WAGERING  
INDUSTRY AND RELEVANT NORTH AMERICAN INDUSTRY  
CLASSIFICATION SYSTEM (NAICS) CODES (#2021-05)**

**Lump Sum Total price for Tasks #1, 2, 3, 4, and 5 of Section 1.3, Scope of Work:**

**\$ \_\_\_\_\_ /LS  
(Basis of Award)**

**Labor Hour Rates for Task #6 of Section 1.3, Scope of Work:**

**Fully loaded hourly rate for Principal: \$ \_\_\_\_\_ /HR**

**Fully loaded hourly rate for Project Manager: \$ \_\_\_\_\_ /HR**

**Fully loaded hourly rate for Administrative Assistant: \$ \_\_\_\_\_ /HR**

**Authorized Signature:** \_\_\_\_\_

**Printed Name and Title:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_ **FEIN:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_  
**Point of Contact (POC):** \_\_\_\_\_

**POC Telephone/Email address:** \_\_\_\_\_

**Complete this page and return to the Procurement Officer as a pdf attachment for  
the Financial Proposal.**

Instructions: Each hourly rate shall be fully loaded and should include all profit, direct and indirect costs including all costs that would normally be considered general administrative, clerical costs and/or routine travel costs, or that are in any way allocated by the Offeror against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to a work order. No overtime amounts will be paid.

The hourly rate is for evaluation purposes only. The MLGCC does not guarantee a minimum or maximum number of hours in the performance of this Contract.

## **ATTACHMENT B – PROPOSAL AFFIDAVIT**

See link at: [http://procurement.maryland.gov/wpcontent/uploads/sites/12/2018/04/AttachmentC-Bid\\_Proposal-Affidavit.pdf](http://procurement.maryland.gov/wpcontent/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf).

## **ATTACHMENT C – CONTRACT AFFIDAVIT**

See Link at: <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-NContractAffidavit.pdf>

**ATTACHMENT D – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

(Reference COMAR 21.05.08.08)

**Re: #2021-05**

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 Offeror, Contractor, consultant, or Subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.

C. The 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 Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the 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 Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

**ATTACHMENT E – EXAMPLE CONTRACT**  
**STATE OF MARYLAND**  
**STATE LOTTERY AND GAMING CONTROL COMMISSION**  
**CONTRACT # 2021-05**  
**Small Procurement**  
**ANALYSIS OF THE SPORTS & EVENT WAGERING INDUSTRY AND RELEVANT**  
**NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODES**

THIS CONTRACT (“Contract”) is made as of the date executed by the State below (“Effective Date”) by and between \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“Contractor”) and, on behalf of the State of Maryland (the “State”), the Maryland State Lottery and Gaming Control Agency (“MLGCC”).

IN CONSIDERATION of the promises and the covenants herein contained, the parties agree as follows:

**1. Definitions**

In this Contract, the following words have the meanings indicated:

1.1. “Contract Manager” means the individual, as may be updated from time to time, who monitors the daily activities of the Contract and provides guidance to the Contractor. The Contract Manager is \_\_\_\_\_.

1.2. “Procurement Officer” means the individual, as may be updated from time to time, who is the sole point of contact for the procurement process and has primary responsibility for managing the procurement. The Procurement Officer is \_\_\_\_\_.

**2. Scope of Work**

2.1. The Contractor shall provide Analysis of the Sports and Event Wagering Industry and Relevant North American Industry Classification System (NAICS) Codes as specified in Contractor’s Proposal, attached hereto as Exhibit A. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies between this Contract and Exhibits A through B, the terms of this Contract will control. If there is any conflict among the exhibits, the following order of precedence determines the prevailing provision.

Exhibit A – Technical Proposal

Exhibit B – Financial Proposal

Exhibit C – State Contract Affidavit, executed by the Contractor and dated \_\_\_\_\_

2.2. Changes. This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).



**3. Term of Contract.**

Performance under this Contract is for a term commencing on the Effective Date and expiring on the one-year anniversary thereof.

**4. Compensation and Method of Payment.**

- (a) Compensation. In consideration of its performance hereunder, the Contractor will be paid \_\_\_\_\_. The contract may not exceed this amount without prior written approval of the procurement officer.
- (b) Tax Identification Number. The Contractor's Federal Tax Identification Number is \_\_\_\_\_. The Contractor's Federal Tax Identification Number shall appear on all invoices submitted by the Contractor to the Department for payment.

**5. Procurement Officer.**

All contact between the Department and the Contractor regarding all matters relative to this Contract will be coordinated through the Procurement Officer.

**6. Disputes.**

Disputes arising under this Contract are governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

**7. Termination for Convenience.**

The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).

**8. Termination for Default.**

If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

**9. Termination for Nonappropriation.**

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

**10. Non-Discrimination.**

The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08.

**11. Maryland Law Prevails.**

The law of Maryland governs the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.

**1. Anti-Bribery.**

The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

**2. Delays and Extensions of Time.**

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

**3. Commercial Nondiscrimination Policy.**

The Contractor shall comply with the provisions of State Finance and Procurement Article, Title 19, Annotated Code of Maryland.

**The Next Page is the Signature Page**

**IN WITNESS WHEREOF**, the parties have executed this Contract on or before the date first set forth herein.

**CONTRACTOR**

**STATE OF MARYLAND  
MARYLAND STATE LOTTERY AND  
GAMING CONTROL COMMISSION**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

Approved for form and legal sufficiency this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Assistant Attorney General