



Consulting and Technical Services II (CATS II)

Task Order Request for Proposals (TORFP)

Tax Field Audit System Update TORFP

CATS II TORFP #

P00B3400001

Small Business Reserve Only

Maryland Department of Labor, Licensing & Regulation (DLLR)

September 21, 2012

TABLE OF CONTENTS

- SECTION 1 - ADMINISTRATIVE INFORMATION5**
 - 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT5
 - 1.2 TO AGREEMENT5
 - 1.3 TO PROPOSAL SUBMISSIONS5
 - 1.4 ORAL PRESENTATIONS/INTERVIEWS5
 - 1.5 MINORITY BUSINESS ENTERPRISE (MBE)5
 - 1.6 CONFLICT OF INTEREST6
 - 1.7 NON-DISCLOSURE AGREEMENT6
 - 1.8 LIMITATION OF LIABILITY CEILING6
 - 1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES6
- SECTION 2 - SCOPE OF WORK7**
 - 2.1 PURPOSE7
 - 2.2 REQUESTING AGENCY BACKGROUND7
 - 2.3 ROLES AND RESPONSIBILITIES7
 - 2.4 PROFESSIONAL DEVELOPMENT8
 - 2.5 WORK HOURS8
 - 2.6 PROJECT BACKGROUND8
 - 2.7 CURRENT TAX FIELD AUDIT SYSTEM OVERVIEW8
 - 2.8 PROJECT GOALS / OBJECTIVES11
 - 2.8.1 FUNCTIONAL / BUSINESS REQUIREMENTS12
 - 2.8.2 AS-IS AUDIT PACKAGE DOCUMENTATION33
 - 2.8.3 TECHNICAL REQUIREMENTS52
 - 2.8.4 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS62
 - 2.9 DELIVERABLES63
 - 2.9.1 DELIVERABLE SUBMISSION PROCESS63
 - 2.9.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA64
 - 2.10 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES67
 - 2.11 TO CONTRACTOR PERSONNEL MINIMUM REQUIREMENTS68
 - 2.12 TO CONTRACTOR MINIMUM QUALIFICATIONS68
 - 2.13 INVOICING69
 - 2.13.1 INVOICE SUBMISSION PROCEDURE69
 - 2.14 MBE PARTICIPATION REPORTS69
 - 2.15 PERFORMANCE EVALUATION69
 - 2.16 PERFORMANCE PROBLEM MITIGATION69
 - 2.17 SUBSTITUTION OF PERSONNEL70
 - 2.18 SOFTWARE ESCROW70
 - 2.19 SERVICE LEVEL AGREEMENT (FOR A COTS PROPOSAL ONLY)70
- SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS72**
 - 3.1 REQUIRED RESPONSE72
 - 3.2 FORMAT72
 - 3.2.1 TECHNICAL PROPOSAL72
 - 3.2.2 FINANCIAL RESPONSE74
- SECTION 4 – TASK ORDER AWARD PROCESS75**
 - 4.1 OVERVIEW75
 - 4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA75
 - 4.3 SELECTION PROCEDURES75
 - 4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT76
- ATTACHMENT 1 – PRICE PROPOSAL77**

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS	78
ATTACHMENT 3 – TASK ORDER AGREEMENT	87
ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE	90
ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY	91
ATTACHMENT 6 – DIRECTIONS	93
ATTACHMENT 7 – NOTICE TO PROCEED	94
ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM	95
ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM	96
ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)	97
ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)	98
EXHIBIT A	100
ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST	101
ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT	104

TABLE OF FIGURES

Figure 1: Existing Data Flow Diagram.....	9
Figure 2: Tax Field Audit System As-Is vs. To-Be.....	10
Figure 4: Summary of Findings and Conclusions – Page 2 of an Audit Package.....	34
Figure 5: Adjusted Wages – Page 3 of an Audit Package.....	35
Figure 6: Pre-Audit Questionnaire – Page 4 of an Audit Package.....	36
Figure 7: Task Check off List – Page 5 of an Audit Package.....	37
Figure 8: Employee Payroll Reconciliation – Page 6 of an Audit Package.....	38
<i>Figure 9: Comparison of Quarterly and Annual Payroll Totals – Page 7 of an Audit Package</i>	<i>39</i>
Figure 10: W2 Tape – Page 8 of an Audit Package.....	40
Figure 11: 1099 Examinations for Tax Year – Page 9 of an Audit Package.....	41
Figure 12: Cash Disbursements – Page 10 of an Audit Package.....	42
Figure 13: Adjustments to Wages – Page 11 of an Audit Package.....	43
Figure 14: Audit Findings and Conclusions Narrative.....	44
Figure 15: Determination Letter (Change Audit).....	45
Figure 16: Determination Letter (No Change Audit).....	46
Figure 17: Notice of Right to Appeal.....	47
Figure 18: Wage Adjustment Form 22 – an Audit Package Page Used if Needed (1 st Quarter).....	48
Figure 19: Wage Adjustment Form 22 – an Audit Package Form Used if Needed (2 nd Quarter).....	49
Figure 20: Wage Adjustment Form 22 – an Audit Package Form Used if Needed (3 rd Quarter).....	50
Figure 21: Wage Adjustment Form 22 – an Audit Package Form Used if Needed (4 th Quarter).....	51

KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP Title:	Tax Field Audit System Update
Functional Area:	Functional Area 5
TORFP Issue Date:	09/21/2012
Closing Date and Time:	10/15/2012 at 2:00 P.M.
TORFP Issuing Agency:	DLLR / Unemployment Insurance, Contributions Division
TO Procurement Officer:	Jada Fletcher jfletcher@dllr.state.md.us
Send Questions and Proposals to:	Jada Fletcher, Procurement Officer Maryland Department of Labor, Licensing and Regulation Office of Budget and Fiscal Services 500 North Calvert Street, Room 481 Baltimore, MD 21202 jfletcher@dllr.state.md.us Office Phone Number: 410-230-6027 Office FAX Number: 410-767-8899
TO Manager:	Brian Smith BSmith@dllr.state.md.us Office Phone Number: 410-767-2490 Office FAX Number: 410-767-2501
TO Office of Information Technology (OIT) Liaison	Dan Johnson Office Phone Number: 410-767-2824 DJohnson@dllr.state.md.us
TO Project Number:	P00B3400001
TO Type:	Fixed Price
Period of Performance:	Not to exceed nine months from Notice to Proceed (NTP)
MBE Goal:	10 percent
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	Department of Labor, Licensing and Regulation 1100 N. Eutaw Street, Room 416 Baltimore, MD 21201
TO Pre-proposal Conference:	Department of Labor, Licensing and Regulation 1100 N. Eutaw Street, Basement Training Room Baltimore, MD 21201 10/05/2012 at 9:30 AM See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement (TOA) scope issues, and for authorizing any changes to the TOA.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

One unbound original, five (5) bound copies of each proposal (technical and price) must be received by the Procurement Officer at the location specified on page 4 (Jada Fletcher, Procurement Officer, Maryland Department of Labor, Licensing and Regulation, Office of Budget and Fiscal Services, 500 North Calvert Street, Room 481, Baltimore, MD 21202) no later than October 15, 2012 at 2:00 P.M. A Compact Disc (CD) of the Technical Proposal in MS Word format must be enclosed with the original Technical Proposal. The CD of the Price Proposal in MS Word format must be enclosed with the original Price Proposal. The Technical Proposal and the Price Proposal shall be submitted separately in sealed, marked envelopes (Technical Proposal or Price Proposal) including CD's marked with the Offeror's name, solicitation number, and solicitation title.

Submissions shall include:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 13 – Living Wage Affidavit of Agreement

Requests for an extension of this date or time will not be granted. Offerors shall allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date above will not be considered. Proposals may not be submitted by email or facsimile.

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding if the Contract is awarded. The Procurement Officer will notify the Master Contractor of the time and place of oral presentations.

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at DLLR, 1100 North Eutaw Street, Room 416, Baltimore, Maryland 21201. Offerors who review such documentation will be required to sign an Offeror Non-Disclosure Agreement in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a TO Contractor Non-Disclosure Agreement in the form of Attachment 11.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TOA amount.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

The Department of Information Technology (DoIT) is responsible for contract management oversight on the CATS II master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The Department of Labor, Licensing and Regulation, Division of Unemployment Insurance (UI), Contributions Division is issuing this CATS II TORFP to either procure a commercially available, configurable Commercial Off the Shelf (COTS) software product, or obtain Offeror services to revise and replace the current Tax Field Audit System. The current program is outdated and requires either a COTS solution or a replacement of the current system that maximizes the use of available technology in order to more efficiently assist the Auditor in pursuing employer compliance with the tax provisions of Maryland State law. Specifically, the new audit program shall enable Auditors to perform complex audits in less time and enable them to detect more misclassified workers.

2.2 REQUESTING AGENCY BACKGROUND

The Contributions Division is dedicated to ensuring that eligible citizens of Maryland have access to unemployment insurance benefits when and if it is necessary. The Contributions Division responsibilities include collecting quarterly unemployment insurance reports and contributions from liable employers and paying unemployment benefits to entitled individuals.

2.3 ROLES AND RESPONSIBILITIES

TO Procurement Officer: DLLR Representative responsible for managing the TO solicitation and award process, change order process, and resolution of TOA scope issues.

TO Manager: DLLR Representative responsible for managing the day to day activities of the TO including the direct supervision of the on-site TO Contractor personnel. The TO Manager will also be responsible for preparation of the TO solicitation, review and approval of proposed change and work orders, review and approval of proposed substitution of personnel, review and approval of invoices, and monitoring and reporting.

TO OIT Liaison: DLLR Office of Information Technology representative responsible for providing information technology direction, insight, and leadership to the task order. The TO OIT liaison will be a lead participant in User Acceptance Testing and provide the TO Contractor guidance on Configuration Management and Work Orders if deemed necessary.

TO Project Manager: Representative of the Master Contractor who oversees their personnel assigned under this TOA. This representative will be the point of contact for managing and correcting any disputes related to this TOA. This representative will also be responsible for the preparation and submittal of invoices by the due date defined in this TORFP as well as any other correspondence relating to this TORFP and its activities.

TO Contractor: The selected TO Contractor shall be responsible for all products and services required by this TORFP. All subcontractors shall be identified and a complete description of their role relative to the proposals must be included in the TO Contractor's proposal. Additional information regarding MBE subcontractors is provided under paragraph 2.13 below. If a TO Contractor that seeks to perform or provide the services required by this TORFP is the subsidiary of another entity, all information submitted by the TO Contractor, such as but not limited to, references and financial reports, shall pertain exclusively to the TO Contractor, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the TO Contractor's proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

2.4 PROFESSIONAL DEVELOPMENT

Technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education shall be associated with the technologies currently utilized by DLLR or anticipated to be implemented by DLLR in the near future. All costs, including, but not limited to, the actual course costs and course attendance time are the responsibility of the TO Contractor. DLLR will not cover any costs associated with the professional development of the TO Contractor personnel.

2.5 WORK HOURS

The TO Contractor's assigned personnel shall work an eight-hour day with core hours being 9:00 am- 3:00 pm (hours to be approved by the TO Manager) Eastern Time, Monday through Friday except for State holidays, Service Reduction days and Furlough days observed by the DLLR.

2.6 PROJECT BACKGROUND

The US Department of Labor (DOL) has set a goal for State Tax Divisions to audit at least 1% of State businesses each year. Maryland has consistently met this goal. Recently, the Maryland Auditors noticed a trend for certain industries to improperly classify workers as independent contractors in order to avoid paying taxes. As a result, Maryland's Tax Division has decided to increase audits in order to improve fraud detection and tax recovery. However, performing more audits also generally leads to longer, problematic and more complex audits. Problematic and longer audits threaten Maryland's ability to meet the 1% goal using the current Tax Field Audit System.

Maryland experienced a drop in the number of employers due to the recent recession. It is widely anticipated that the number of businesses will not only return to previous levels, but surpass them. Consequently, the workload for Maryland's tax team is likely increase due to the anticipated increase in businesses to audit.

As a result, the State of Maryland (MD) has budgeted and committed to improve the existing Tax Field Audit System. The program was originally developed in-house during the mid 1990's and was updated in 2000. If the current tax program is replaced with a robust equivalent, Auditors will have more information at their disposal when conducting audits, perform complex audits in less time and electronically share information internally with one another and with other government agencies more expeditiously.

2.7 CURRENT TAX FIELD AUDIT SYSTEM OVERVIEW

The Tax Field Audit System is an electronic application used to perform a comprehensive review of a business' entire set of financial records. The system provides for the effective capture of wage information electronically, but is not automated in such a way that it navigates an Auditor through the process.

The application was developed in-house by the DLLR's OIT. The application is written in Visual Objects (VO) and it utilizes Microsoft (MS) Access 2003 as a front end in order for the auditing staff to collect and enter information.

The program is divided into the following two segments: a local version and a network version. The network version resides on the DLLR server and is the central repository of auditing information. Data is pulled from the DLLR mainframe into the network version of the Tax Field Audit System. The local version of the application resides on the Auditors' laptops and allows an Auditor to electronically capture auditing information in a remote location without connecting to the network. It is the responsibility of each field Auditor to ensure that the network version of the audit data is up to date and accurate with the most current information for each audit. There is no electronic integration from the network back to the DLLR mainframe at the completion of an audit.

The Tax Field Audit System allows each field Auditor to access the audits assigned to them. In order to use the program, a field Auditor must be granted access to the system and listed as a resource able to view information within the system. However, a field Auditor is only able to view the audits that have been exclusively assigned to them. If an event occurs where a field Auditor is no longer working on an audit, their Audit Supervisor is notified

via email in order to have the audit removed from their working queue and reassigned to another individual for work. Only Audit Supervisors and select office staff have the ability to view audits assigned to other individuals.

The network version of the Tax Field Audit System obtains audit data and wage information from the mainframe during the Assign Audits Process. Audits are manually assigned based on zip code and proximity to the field Auditor. The local version of the laptop program can obtain the most recent mainframe data associated with the audits by connecting to the network version of the Tax Field Audit System via VPN (Virtual Private Network) and then selecting a button labeled “Get Employer Info.” At the conclusion of an audit, the field Auditor uploads their completed audit to the network version of the program in order for an Audit Supervisor to review, approve and lock the audit package for accurate financial reporting.

In order for the approved audit data to update the mainframe, the information is provided to the Accounts Receivable (A/R) department in a hardcopy format for validation, and manual data entry into the mainframe.

The Tax Field Audit System obtains electronic information from the mainframe, but does not provide any electronic information back to the mainframe, due to checks and balances required to ensure data integrity.

Lastly, each completed, approved and locked audit is printed and provided to another department for scanning and imaging. Each audit is kept indefinitely as a .jpeg or .tif file on the imaging system for historical records.

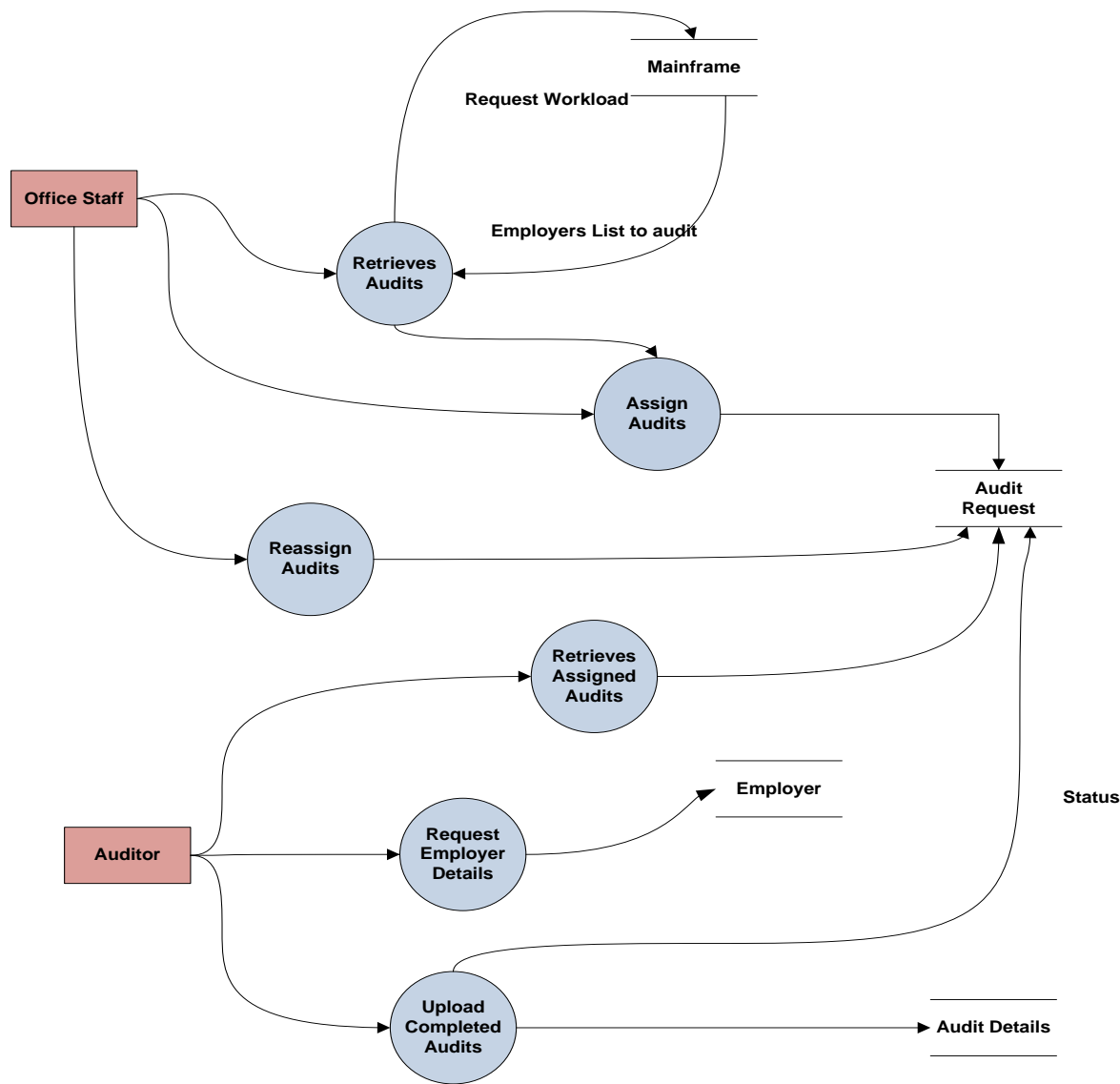


Figure 1: Existing Data Flow Diagram

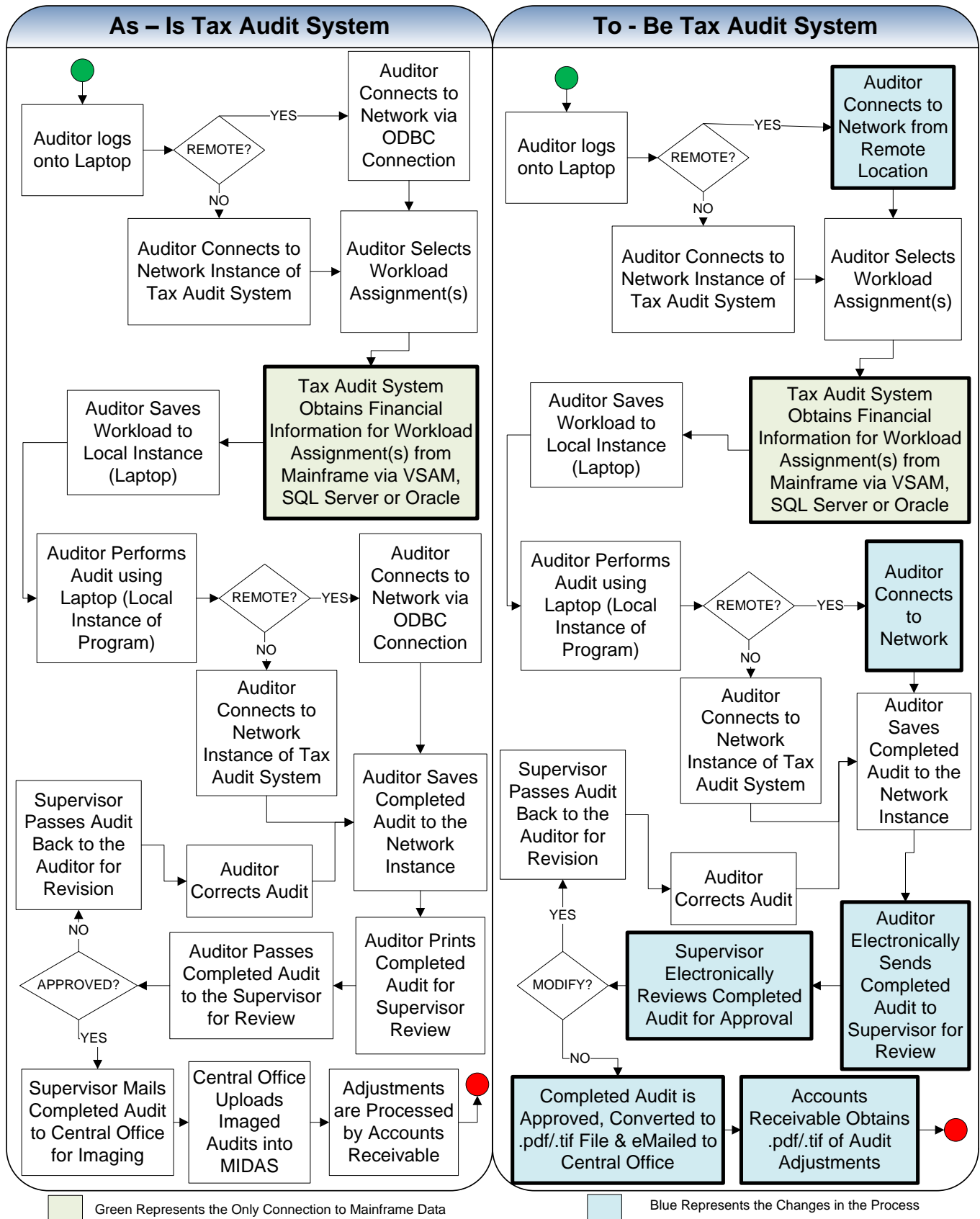


Figure 2: Tax Field Audit System As-Is vs. To-Be

2.8 PROJECT GOALS / OBJECTIVES

The future Tax Field Audit System shall be a tool that allows for the audit staff to perform their duties more efficiently. Overarching system goals include:

1. Increase the electronic transfer of Audit correspondence by 80%. Currently, 100% of all Audit correspondence is printed and provided to the receiving party
2. Reduce the need to mail the hardcopy Audit Package by 100% and therefore decrease UI Tax Field Audit Unit postage costs 75%
3. Enhance the current electronic approval process of audits by enabling electronic signatures. The current solution only provides for approval by Supervisors locking the audit to ensure it can not be modified
4. Increase data imaging efficiency by enabling documentation to be electronically transferred for review prior to uploading it directly into the MIDAS Imaging system - documentation is currently printed and rescanned to capture imagery
5. Reduce paper filing by 100%. Currently 100% of audits are printed, scanned and manually filed for at least one year
6. Increase Audit Processing Efficiency and reduce processing time from 3-14 business days to 1-5 business days

The tool shall be designed in such a way as to enhance an Auditor's ability to not only complete an audit, but perform adjustments, expand an audit, and improve performance reporting within and external to the agency. The following functional, technical and non-functional requirements list the desired features of an optimally performing auditing tool.

2.8.1 FUNCTIONAL / BUSINESS REQUIREMENTS

The chart below outlines the requirements of the future Tax Field Audit System. If the proposed solution is a COTS product, the Offeror shall use the columns under the “Proposed COTS Solution Addresses the Requirement ID” to document if the requirement is available “out of the box,” “requires configuration,” or “not available.” If the proposed solution is a custom build product, the Offeror shall use the final column labeled “Proposed Custom Solution to Address the Requirement ID” to document its proposed solution.

ID #	Functional / Business Requirements	Associated Deliverable ID # From Section 2.9.2 Below (If Applicable)	Proposed COTS Solution Addresses the Requirement ID			Proposed Custom Solution to Address the Requirement ID
			Out of the Box	Requires Configuration	Not Available	
2.8.1.1	System shall meet USDOL (United States Department of Labor) TPS (Tax Performance System) standards (see Section 2.9)	2.9.2.6; 2.9.2.14; 2.9.2.27; 2.9.2.28				
2.8.1.2	System shall provide the ability to store employer information in accordance with Maryland UI Law and COMAR (see Section 2.9 for COMAR regulation information and Appendix B: Audit Data Requirements for additional information)	2.9.2.6; 2.9.2.14; 2.9.2.27; 2.9.2.28				
2.8.1.3	System shall allow for DLLR to raise or lower State UI or Federal Unemployment Tax (FUTA) wage base as regulations or laws change	2.9.2.6; 2.9.2.14; 2.9.2.27; 2.9.2.28				
2.8.1.4	System shall allow centralized control for the ability to add, transfer, and cancel audits, based upon user roles	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.5	System shall differentiate between a full audit and a special investigation	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25;				

ID #	Functional / Business Requirements	Associated Deliverable ID # From Section 2.9.2 Below (If Applicable)	Proposed COTS Solution Addresses the Requirement ID			Proposed Custom Solution to Address the Requirement ID
			Out of the Box	Requires Configuration	Not Available	
		2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.5.1	System shall allow the Auditor to select whether they are going to perform either a full audit or a special investigation which requires completing the Wage Adjustment Form 22 information, and Work papers 3, 4 and 5 (found within the Audit Package listed in section in 2.8.2)	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.6	System shall allow an Auditor to expand an audit by allowing the Auditor to obtain prior and subsequent financial data to the audit year. The Auditor shall select the period of time to expand the audit	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.6.1	When an audit needs to be expanded, the system shall not over write the most current data obtained when it pulls in prior or subsequent financial information	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.7	System shall only recognize valid calendar dates	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.8	System shall not limit the amount of prior or subsequent financial data that an Auditor is able to pull on a business, however; the Auditor can only obtain the financial data that exists for a given	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23;				

ID #	Functional / Business Requirements	Associated Deliverable ID # From Section 2.9.2 Below (If Applicable)	Proposed COTS Solution Addresses the Requirement ID			Proposed Custom Solution to Address the Requirement ID
			Out of the Box	Requires Configuration	Not Available	
	business within the VSAM file, SQL Server, or Oracle Table records. The Auditor shall be permitted to manually enter missing or modify existing financial data that is displayed within the system	2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.9	System shall provide an interface to view a list of all assigned/pending/completed/locked audits in the system. The list shall also contain to whom the audit is assigned, the date the audit was assigned, the date the audit was completed (if applicable), and the date the audit was locked (if applicable)	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.10	System shall allow for a centralized ability to determine audit samples for assignment to the Auditor based upon criterion provided by executive management. The criterion used will use NAICS (North American Industry Classification System) Codes, Zip Codes, Account Numbers	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.11	System shall allow for audits and special investigations to be classified as random, joint, select, work place fraud, management referral audit or (State Unemployment Tax Administration)SUTA Dumping	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.12	System shall allow for sub selection classification of audits and special investigations with the following field names: disputed claims, industry, select referral, closed claimant	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23;				

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	questionnaire, no wage reporting, and claimant questionnaire	2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.12.1	System shall allow for the Administrator to add sub selection criterion of audits (for definition of Administrator see requirements 2.8.2.21 and 2.8.2.22)	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.13	System shall allow authorized office staff to access an Auditor's queue to look for the assignment status and / or reassign it to another Auditor	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.14	System shall send automated emails to the system administrators and log those exceptions in the application database when critical application generated programming logic and data exceptions are encountered by the system	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.15	System shall allow for centralized ability of authorized user(s) to individually select an audit from the system and assign it to an Auditor	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.16	System shall provide an interface for Auditors that can be accessed using a laptop/desktop using Windows XP or above	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18;				

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		2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.17	System shall provide Auditor with ability to download audit assignments from the field audit network (main repository/central repository of audits) into their local computer instance in order to complete the audit or special investigation remotely	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.17.1	System shall provide Auditor with ability to download audit assignments one at a time, if desired.	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.17.2	System shall provide Auditor with ability to download multiple audit files assigned to them, if desired	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.18	System shall provide the ability for an Auditor to offload an audit to the network and remove it from their local instance	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.19	System shall provide the ability to purge an audit by the System Administrator, Administrator, or Office Staff from the network	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18;				

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		2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.20	System shall automatically generate notices to a system log when assigning, transferring, or cancelling audits	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.20.1	System shall automatically generate an email to the Auditor once an audit is assigned to that Auditor	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.21	System shall maintain a time stamp and Auditor history on all modified records. The system shall maintain the user ID, time, date and action of the Auditor (such as add, edit, delete).	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.22	System shall provide Auditor with the audit package documentation required to perform an audit using the application. The audit package documentation (referred to in Section 2.8.2) includes the following documents: Audit Appointment Letter, Report of Audit, Summary of Findings and Conclusions, Adjusted Wages, Pre-Audit Questionnaire, Task Check Off List, Employee Payroll	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				

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	Reconciliation, Comparison of Quarterly and Annual Payroll Totals, W2 Summary Tape, Work Paper Summary, Audit Findings and Conclusions Narrative, 1099 Examination for Tax Year, Cash Disbursements, Adjustments to Wages from Audit, Determination Letter (Change Audit), Determination Letter (No Change Audit), Notice of a Right to Appeal, 1 st Quarter Wage Detail, 2 nd Quarter Wage Detail, 3 rd Quarter Wage Detail, and 4 th Quarter Wage Detail. The wage details must be available for each audit year					
2.8.1.23	System shall store and maintain the audit package information until the audit is completed	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.23.1	System shall allow for an Auditor to remove an audit or special investigation that they completed from view on their local machine, but the Auditor shall not be able to remove the audit or special investigation from the central repository or network instance of the program	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.24	System shall allow an Auditor to download a locked audit that they completed from the network for review	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23;				

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		2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.24.1	System shall allow an Auditor to append nonfinancial information to an existing completed audit	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.25	System shall generate an email notifying the Audit Supervisor when an Auditor is appending information to a locked audit	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.26	System shall provide the ability to start a new audit without the initial tax data files	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.27	System shall provide an Interface for Auditors to select an audit and enter Employer's information to complete an audit process	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.28	System shall provide field descriptions, TPS Standards and online dictionary help for the Auditor as they are completing the audit	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23;				

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		2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.29	System shall allow for the Auditor to perform financial adjustments to an account without completing a full audit as in the case of completing a wage adjustment (the adjustment may occur on total wages, excess wages and/or taxable wages)	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.30	System shall allow for Auditors to electronically conduct audits in the field and at employer site	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.31	System shall allow for an Auditor to electronically document an audit without being connected to the internet	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.32	System shall not truncate any of the notes that an Auditor may type into a notes field as the notes field is meant to be unlimited in text length.	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.32.1	System shall allow for the Auditor to view all notes that they have typed in their entirety without having to print the information into MS Word, onto hard copy paper or into a PDF	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23;				

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		2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.32.2	System shall allow for documentation that is typed within the notes fields to be printed with the spacing that the Auditor provided while documenting the information. This will allow for clear and legible notes during a notes review	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.33	System shall send an email notification of a completed audit to the Audit Supervisor listing the Auditor name, Audit completion date, the account number and employer name	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.34	System shall not allow for a currently opened audit to be randomly selected and assigned to a different Auditor	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.35	At a minimum, the system shall follow to the data structure of the list of data elements listed in Exhibit D	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.36	System shall perform spell check of the data present in all text field types	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23;				

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		2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.36.1	System shall validate that all numeric field types only contain numeric data	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.37	System shall auto populate, on command, data fields within the Future Tax Field Audit System using the data obtained from either a VSAM file, SQL Server, or Oracle Table (see Technical Requirement 2.8.2.4) in order to minimize erroneous data entry	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.38	System shall print all data fields in their entirety, not allowing truncation of data entry	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.39	System shall allow the Auditor the ability to delete and re-write information that is different from the auto populated data elements within a single audit	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.40	System shall prompt an Auditor to document a justification in the form of a note when deleting and/or re-writing any pre-filled data elements within an Audit	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23;				

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		2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.41	System shall require select fields within the application to be completed prior to Auditor being able to mark an audit as completed and ready for supervisory approval.	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.42	System shall make required fields (from 2.8.1.41) identifiable; examples could include highlighting key fields, making them bold or not allowing a program to be marked as complete due to required field being incomplete	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.43	System shall notify the user of data validation errors requiring correction as they occur	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.44	System shall notify the Auditor if like data fields within the audit application contain different information in order to safeguard against entering inconsistent data throughout the Tax Field Audit System	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.45	System shall automatically perform a two-way, asynchronous, on demand synchronization of audits between the network and the laptop at any and all stages of the audit process	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23;				

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		2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.46	System shall retain and utilize the most recent data on the network and laptop after synchronization	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.47	System shall indicate the connection status of the Auditor program with the server program	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.48	System shall enable the Auditor to initiate the save feature which will save all data locally when working in offline mode	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.49	System shall allow the Auditor to view a list of their open audits assigned along with their status	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.50	System shall allow for the Auditor to upload and include scanned audit document(s)/documentation in the form of a .tif, .jpeg or .pdf.	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23;				

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		2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.50.1	System shall allow for the Auditor to upload and include scanned audit document(s)/documentation to an open audit that is in progress	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.50.2	System shall allow for the Auditor to name the document(s)/documentation as a part of the upload process	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.51	System shall allow for the completed, approved and locked audit package to be converted to a .tif or .jpeg file so that the image created can be uploaded into the MIDAS system	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.52	System shall provide a high level summary of the missing and or inconsistent required data fields of open audits on demand. This requirement shall enable an Auditor to have a high level overview of what TPS Required fields are incomplete when they exit and reenter an incomplete audit.	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.53	System shall be able to print the entire audit package documentation (referred to in Section 2.8.2) to either a printer	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16;				

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	or into a PDF within five (5) keystrokes/mouse clicks or less, unless the audit contains several supporting pieces of documentation attached to it.	2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.53.1	The system shall provide options to print, either to a hard copy or to PDF, selected sections of a particular audit	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.54	System shall provide an electronic output file of wage and Tax Field Audit information using XML or a comma delimited .txt file	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.55	Auditor's contact information shall be included on all Tax Field Audit package documents (see Section 2.8.2).	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.55.1	System shall capture the Auditor's contact information and include it on the Tax Field Audit package (see Section 2.8.2) documentation printed by the system	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.55.2	System shall allow for the Auditor's contact information to be edited by the Auditor	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16;				

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		2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.56	System shall provide the Auditor with the ability to perform sorts on the following fields in ascending or descending order: Status, Account Number, Date, Name and Dollar Amount.	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.57	System shall allow for printing all Tax Field Audit package documentation and any accompanying notes to be properly formatted and professionally displayed. (see Section 2.8.2 which contains a properly formatted and professional screen shot of the entire audit package) Documentation can be printed using MS Word, .pdf, or .tif	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.58	System shall provide the ability for current DLLR Letterhead to be displayed on the following Tax Field Audit package documentation (see Section 2.8.2): Audit Appointment Letter, Audit Findings Notice and Determination Letter	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.59	System shall allow for audit supervisory staff to approve an audit by freezing/locking an audit package so that no further financial data changes can be made to the audit, as well as record which Audit Supervisor froze or locked the audit	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.59.1	System shall allow for an audit	2.9.2.3; 2.9.2.4; 2.9.2.6;				

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	package to be unlocked by an Audit Supervisor, but the system shall document which Audit Supervisor unlocked the audit and provide a time and date stamp at the occurrence of unlocking the event	2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.60	System shall allow for an Auditor to continue to attach electronic information to a frozen/locked audit, as an addendum	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.61	System shall allow for the Auditor to electronically send an audit package to the Audit Supervisor or office staff for review and approval	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.62	System shall allow for the Audit Supervisor or office staff member to electronically send audit packages back to the Auditor for revisions, corrections or clarification(s)	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.62.1	System shall allow for the Audit Supervisor to provide feedback to the Auditor when sending the audit package back for revision, corrections or clarification(s)	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.63	The system shall allow authorized	2.9.2.3; 2.9.2.4; 2.9.2.6;				

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	users to export completed audits to the following formats: MS Word Document, PDF, MS Excel, .tif	2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.64	System shall enable System Administrator with the ability to assign reports to roles listed in 2.8.2.21 – 2.8.2.26 as needed	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.65	System shall allow reports to be viewed onscreen, saved, exported to either a .csv file or MS Excel and printed. All reports must be made available in the following formats: MS Word, MS Excel, txt, .pdf and .csv	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.66	System shall allow for ad-hoc report generation based on the following fields: Auditor's name, audit quota, audits completed, size of audits, gross payroll, number of audits per quarter, total workers, total under reported wages, total over reported wages, contributions under reported, contributions over reported, taxable wage under reported, taxable wages over reported, time expended on audit, average time of an audit, audit changes, percentage of audit changes, number with additional taxes, percentage of additional taxes and	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				

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	number of new workers, total employer audits, large employer audits, select audits, calendar quarters audited, gross payroll posted, gross payroll audited, total new workers discovered, net differences					
2.8.1.67	System shall have the facility to allow users to export selected data fields into MS Excel	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.68	System shall allow ad hoc queries created by users to have the facility to be saved at any point for future reuse and reference	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.69	System shall allow the end user to navigate through the information in an ad hoc fashion. Navigation should include drill down techniques that allow information to be filtered and sorted in varying levels of detail	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.70	System shall produce the information to populate the fields on the following reports: ETA 581, WorkCenter Reports, Audit Changes Report, Sub Category Reports, New Workers Report, Monthly Production Report, Monthly Audit Listing, and the Assigned Date Aging Report	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				

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2.8.1.71	System shall produce the data file that populates the federal report ETA 581 using an XML or .txt file. Please reference the following: http://www.ows.doleta.gov/dmstree/handbooks/401/hb401_3c10a.pdf	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.72	System shall provide Auditor performance reporting to include: Auditors name, audit quota, audits completed, number of large audits, gross payroll, number of audits per quarter, total workers, total under reported workers, total over reported workers, contributions under reported, contributions over reported, taxable wages over reported, taxable wages under reported, time expended, average time spent per audit, audit changes, percent of audit changes, number of additional taxes, percentage of additional taxes, number of new workers	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.73	System shall provide reports that can be tailored by date ranges	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.74	System shall provide a report on the number of Wage Adjustment Form 22 by Auditor, total number performed, and by date range	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23;				

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		2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.75	System shall provide analytical capabilities to sort for each type of report created by date range and number of workers	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.76	System shall provide a report that details the following data: NAICS Codes, description, number of employers for the quarter, number of workers for the quarter, number of workers reported, number of new workers found, total employers, total workers, total new employers, total number of new workers, under reported total wages, under reported taxable wages	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.1.77	System shall provide a report that details the following data: total count, employee count, employer FEIN (Federal Tax Identification Number), employer name, employee name, employee SSN (Social Security Number), employee audit year, employee total wages	2.9.2.3; 2.9.2.4; 2.9.2.6; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				

2.8.2 AS-IS AUDIT PACKAGE DOCUMENTATION

The new Tax Field Audit System shall be able create the following documents. The following documents are what constitute an Auditor's Work Package or the necessary documentation that must be completed in order to perform an audit. A business must provide supporting documentation to aid the Auditor in populating these forms.

Figure 3: Audit Report page 1 of an Audit Package

REPORT OF AUDIT			
Account Number: 0012345678		FEIN: 521121144	
Employer's business name: Dummy Door Knobs		Assigned to:	
Mailing address: 123 Coastal Highway Ocean City, MD 21842		Assigned date: 04/17/2003	
Business address: 123 Coastal Highway Ocean City, MD 21842		Audit completed date: 12/25/2003	
<hr/>			
1. Reason for Audit: Random Selection			
2. Type of Entity: Corporation			
3. State of incorporation: Maryland			
4. How was the ownership of the business verified? Income Tax Return, Maryland Business Property Return			
5. Other business location in MD: None			
6. Principal business activity in MD: Door Knob Mfg SIC Code: 12345			
7. How was the existence of the business verified? Site Visit, Comprehensive Review of Accounting Records			
<hr/>			
INFORMATION CONCERNING OWNERS/OFFICERS			
NAME	TITLE	HOME ADDRESS	Soc. Sec. #
Tom Cruise	President	19 42nd Street	123-45-6789
		Ocean City MD 21842	

DEED/OUI 59(4/01) 1

Figure 4: Summary of Findings and Conclusions – Page 2 of an Audit Package

Account Number: 0012345678 Employer's business name: Dummy Door Knobs

SUMMARY OF FINDINGS AND CONCLUSIONS

1. Employer's representative(s) at the exit interview:

Loius Armstrong
CPA, Accountant (410)289-9876

2. Were the employer's records in good condition and adequate to meet the requirements of your audit?

YES

3. Were the employer's records, other than payroll, examined for unreported wages?

YES

4. Were unreported wages found?

YES, findings are detailed on WP-5

5. Period covered by audit:

01/01/2001 to 12/31/2001

Number of quarters audited?

4

6. Size of firm: (the number of W-2's issued)

3

Number of new employees discovered?

5

Number of overreported employees?

0

Large employer?

NO

Type of Audit?

CHANGE AUDIT

7. Time spent on audit:

Location	Date(s)	Hours
Accountant's Office	12/25/2001	3.00
UI Office	12/26/2001	3.00

TOTAL 6.00

8. Did the employer agree with audit change?

NO

9. Did employer sign "Wage Adjustment Forms"(DEED/OUI 22's)?

NO

10. Date on which "Wage Adjustment Forms" were mailed:

12/26/2001

11. Type of Payment?

Employer Billed

12. Was audit expanded?

NO, Not expanded because Adj. Submitted under separate cover

Figure 5: Adjusted Wages – Page 3 of an Audit Package

Account Number: 0012345678

Employer's business name: Dummy Door Knobs

ADJUSTED WAGES

PERIOD		WAGES AS REPORTED			WAGES AS AUDITED		
YR/Q	RATE	TOTAL WAGES	NON-TAXABLE WAGES	TAXABLE WAGES	TOTAL WAGES	NON-TAXABLE WAGES	TAXABLE WAGES
2001-1	02.50	1,800.00	0.00	1,800.00	13,800.00	3,500.00	10,300.00
2001-2	02.50	7,232.50	0.00	7,232.50	39,232.50	23,500.00	15,732.50
2001-3	02.50	9,850.00	2,577.50	7,272.50	21,850.00	14,577.50	7,272.50
2001-4	02.50	14,875.00	6,775.00	8,100.00	38,875.00	30,775.00	8,100.00
TOTALS		33,757.50	9,352.50	24,405.00	113,757.50	72,352.50	41,405.00

SUMMARY OF WAGES ADJUSTMENTS

WAGES	TOTAL	EXCESS	TAXABLE	CONTRIBUTIONS
UNDERREPORTED	80,000.00	63,000.00	17,000.00	425.00
OVERREPORTED	0.00	0.00	0.00	0.00

FORMS SUBMITTED	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.
DEED/OUI 15					
DEED/OUI 16					
DEED/OUI 22	2001	X	X	X	X

CERTIFICATION

I certify that this audit has been conducted in accordance with Field Audit Unit standards and that the attached reports and workpapers are true and correct to the best of my knowledge, information and belief.

Field auditor's signature _____ Date _____

Field auditor's printed name _____

Figure 6: Pre-Audit Questionnaire – Page 4 of an Audit Package

Account Number: 0012345678

Employer's business name: Dummy Door Knobs

PRE-AUDIT QUESTIONNAIRE

Field Auditor:

Date of interview:

12/25/2001

1. Employer's representative contacted:

Tom Cruise, President (410) 289-4545

2. Person to contact for the conduct of this audit:

Loius Armstrong, CPA, Accountant (410) 289-9876

a. Where the books and records are available for audit:

Accountant's Office

b. Audit appointment date and time:

12/25/2001 9 AM

3. Person to contact with audit findings:

Loius Armstrong, CPA, Accountant (410) 2

4. Employer's accountant:

Loius Armstrong, CPA, Accountant, (410) 289-9876

5. With whom was audit purpose discussed?

Loius Armstrong

To whom was an audit letter sent?

Tom Cruise, President (410) 289-4545

6. How are employees paid?

Check

Are any payrolls computerized?

YES

7. Does employer have any related business (ie wholly-owned subsidiaries)?

NO

8. Are all services, performed by employees of the business, localized in Maryland?

YES

9. Are UI taxes paid to any other state(s)?

NO

10. List checking accounts below:

Bank

Bank of Ocean City

Account Number

98763541

Purpose

General

11. Are any individuals providing independent contractor services?

YES

What types of services are performed?

Product Delivery

Figure 7: Task Check off List – Page 5 of an Audit Package

Account Number: 0012345678

Employer's business name: Dummy Door Knobs

TASK CHECKOFF LIST - 2001

RECORDS <small>(if a choice of records is indicated by "or" cross out the record titles that are not applicable)</small>	EMP.	REV.	DOCUMENTATION <small>(For records reviewed, indicate the page reference with WP-1 or 59-1. For records kept but not reviewed, state reason)</small>
	MTD.	AUD.	
Maryland Unemployment Form 15 and 16	Y	Y	WP-2; WP-1
Federal 940	Y	Y	WP-2
Federal 941	Y	Y	WP-2
Federal Form W-3 and W-2	Y	Y	WP-2; WP-1
Federal Tax Return	Y	Y	59-1; WP-2
Federal Form 1096 and 1099	Y	Y	WP-3
Master Vendor File	N	N	
Commissions Summary	N	N	
Payroll Journal	Y	Y	WP-2; WP-1
Payroll Summary and Control	N	N	
Individual Employee Wage Records	Y	Y	WP-1
Cash Disbursements Journal	Y	Y	WP-1; WP-4
Cancelled Checks	N	N	
Check Stubs	N	N	
Check Register	Y	Y	WP-1; WP-4
Petty Cash Record	N	N	
General Journal or Ledger	Y	Y	See below
Chart of Accounts	Y	Y	See below
Corporate Minutes	Y	N	Not Available
Financial Statements	N	N	
Business Property Tax Return	Y	Y	59-1
Corporate Charter	Y	Y	SDAT website

1. Accounts selected for examination from your review of the chart of accounts and/or general ledger?
 Delivery

2. Name those accounts through which any unreported wages were expensed.
 The adjustments for these unreported wages are detailed in workpaper #5:
 Delivery

Figure 8: Employee Payroll Reconciliation – Page 6 of an Audit Package

Account Number: 0012345678 Employer's business name: Dummy Door Knobs

EMPLOYEE PAYROLL RECONCILIATION - 2001

1. Select a sample size and period to trace employees from the time card or other source document to the gross pay. To insure proper reporting for the quarter, the test should trace the gross wages from the payroll record to the DEED/OUI 16's. The sample size is at the discretion of the auditor. A minimum of one employee for one quarter must be checked; however, at least two employees (representative of payroll classes, or type of compensation, etc.) must be checked for payrolls of twenty-one(21) or more. Attach additional workpapers as necessary. The Employee Payroll Reconciliation must be adequately documented.

NAME: George Montgomery		NAME:	
SSN: 456-78-9874		SSN:	
YR/QTR: 2001-4		YR/QTR:	
GROSS WAGES AS REPORTED: 100,000.00		GROSS WAGES AS REPORTED:	
PAY DATE	GROSS WAGES	PAY DATE	GROSS WAGES
10/08/2001	20,000.00		
11/01/2001	20,000.00		
11/15/2001	20,000.00		
12/01/2001	20,000.00		
12/15/2001	20,000.00		
TOTAL:	\$ 100,000.00	TOTAL:	\$ 0.00

Explain basis for sample selection?
Random Sample
 Records examined:
Maryland Unemployment Form 15 and 16, Federal Form W-3 and W-2, Payroll Journal, Individual Employee Cash Disbursements Journal, Check Register
 Document exceptions and determine if the sample should be extended.
None

Figure 9: Comparison of Quarterly and Annual Payroll Totals – Page 7 of an Audit Package

Account Number: 0012345678 Employer's business name: Dummy Door Knobs

COMPARISON OF QUARTERLY AND ANNUAL PAYROLL TOTALS - 2001

Examine and compare payroll records with amount(s) reported on OUI 15's and 16's, 941, 940 and W3/W2'S.
Record results below:

YR - QTR	2001-1		2001-2		2001-3		2001-4		ANNUAL TOTALS	
	TOTAL	TAXABLE	TOTAL	TAXABLE	TOTAL	TAXABLE	TOTAL	TAXABLE	TOTAL	TAXABLE
15/16	1,800.00	1,800.00	7,232.50	7,232.50	9,850.00	7,272.50	14,875.00	8,100.00	33,757.50	24,405.00
P/R	1,800.00	1,800.00	7,232.50	7,232.50	9,850.00	7,272.50	14,875.00	8,100.00	33,757.50	24,405.00
940									33,757.50	
941	1,800.00		7,232.50		9,850.00		14,875.00		33,757.50	
W3/W2									1,120,000.00	25,500.00
Fed Tax Ret									33,757.50	

Summary: Attach tape of computation of excess and taxable wages from W2's. For any record which does not reconcile, please explain below. Attach any tapes or spreadsheets used to calculate and reconcile differences.

See Page 10

- List expenses from the schedule of other deductions or expenses on the tax return which were reviewed:
shipping, delivery
- Does the cost of goods sold on the tax return include any labor cost?
no

Figure 10: W2 Tape – Page 8 of an Audit Package

Summary -2001
0012345678 Dummy Door Knobs

Paid Wages	Excess Wages	Taxable Wages
20,000.00	11,500.00	8,500.00
100,000.00	91,500.00	8,500.00
4,000,000.00	3,991,500.00	8,500.00

ALL TOTALS -	Total Wages	Total Excess	Total Taxable
ALL TOTALS -	4,120,000.00	4,094,500.00	25,500.00

Figure 12: Cash Disbursements – Page 10 of an Audit Package

Account Number: 0012345678

Employer's business name: Dummy Door Knobs

CASH DISBURSEMENTS - 2001

Indicate the sampling method(s) used to examine the cash disbursements record(s) including which of the record(s) were test checked(T), checked in detail(D), or not examined(N) and indicate for what periods the record was examined. Use explanation column for any record not examined.

RECORD	PERIOD EXAMINED	REVIEW TYPE	EXPLANATION
CASH DISB. JOURNAL	Calender year	Checked In Detail	
CANCELLED CHECKS		Not Examined	Not Maintained
CHECK STUBS		Not Examined	Not Maintained
CHECK REGISTER	4th Quarter	Test Checked	
VOUCHER REGISTER		Not Examined	Not Maintained
PETTY CASH RECORD		Not Examined	Not Maintained

DATE PD	CHECK #	AMOUNT	PAYEE	DOCUMENTATION	N/C
01/15/2001	4500	4000.00	JAY LENO	Invoices	C
02/15/2001	4501	4000.00	JAY LENO	Invoices	C
03/15/2001	4502	4000.00	JAY LENO	Invoices	C
04/15/2001	4503	4000.00	JAY LENO	Invoices	C
05/15/2001	4504	4000.00	JAY LENO	Invoices	C
06/15/2001	4567	2000.00	DAVID LETTERMAN	Invoices	N
06/15/2001	4505	4000.00	JAY LENO	Invoices	C
06/15/2001	4511	20000.00	JIMMY FALLON	Invoices	C
07/15/2001	4568	2000.00	DAVID LETTERMAN	Invoices	N
07/15/2001	4506	4000.00	JAY LENO	Invoices	C
08/15/2001	4569	2000.00	DAVID LETTERMAN	Invoices	N
08/15/2001	4506	4000.00	JAY LENO	Invoices	C
09/15/2001	4510	4000.00	JAY LENO	Invoices	C
10/15/2001	4525	4000.00	JAY LENO	Invoices	C
11/15/2001	4545	4000.00	JAY LENO	Invoices	C

Figure 14: Audit Findings and Conclusions Narrative

EMPLOYER NAME: Dummy Door Knobs Inc – 2001

EMPLOYER # 0012345678

AUDIT FINDINGS AND CONCLUSIONS

Brief Business Description

The employer is a manufacturer of specialized door knobs and related hardware. Their offices are located at 123 Coastal Highway in Ocean City. They have had a UI account since 1975. The audit was performed at the Ocean City location with Louis Armstrong, outside CPA, serving as the audit representative. Form 1120S was filed for 2001. Three employees were reported during the audit year. This is a random audit.

Audit Issues

I thoroughly examined all pertinent records for calendar 2001. There were three form 1099's issued and suspected as being unreported wages. All cash disbursements were examined. Several cash disbursements were suspected as being unreported wages. No other issues were identified by a comprehensive examination of the records for the audit period.

Justification of Determination on Suspected Items

1099 recipient David Letterman performed lawn care services. This service is outside the normal course of business of the employer and was performed once every week during the growing season. Since the number of services did not exceed 24 days per quarter, payments to Letterman will be exempt per Section 8-214 (Employment outside course of business or trade of employer).

1099 recipients Jay Leno and Jimmy Fallon performed shipping and delivery services, respectively. These services are integral to the employer's business. Leno and Fallon did not have their own independently established businesses and were under the direction and control of Tom Cruise, president. Cruise directed how and where the finished products were to be shipped. Leno and Fallon failed all three parts of the conjunctive independent contractor tests as enumerated in Section 8-205 of the Maryland Unemployment Insurance law.

Conclusion

Adjustments are necessary to include the amounts paid to Jay Leno and Jimmy Fallon as unreported wages as they did not meet the three part conjunctive independent contractor test. The audit will be expanded since the threshold set for expanding an audit was exceeded.

A copy of the determination letter to the employer is attached.

Figure 15: Determination Letter (Change Audit)

DLLR

STATE OF MARYLAND

DEPARTMENT OF LABOR, LICENSING AND REGULATION

MARTIN O'MALLEY, Governor
ANTHONY G. BROWN, Lt. Governor
SCOTT R. JENSEN, Interim Secretary

DLLR Home Page * <http://www.dllr.state.md.us>
DLLR E-mail * dllr@dllr.state.md.us

August 8, 2012

Dummy Door Knobs
123 Coastal Highway
Ocean City, MD 21842

Employer #: 0012345678
Via: Certified Receipt #:
Regular U.S. Mail

Dear

Enclosed you will find the adjustments that are the result of our recent unemployment insurance audit. The audit adjustment involves disbursements to individuals listed on the enclosed wage adjustment form(s) DEED/OUI 22 for the audit period. These individuals do not meet the Independent Contractor exemption of the Maryland Unemployment Insurance Law as discussed below.

As I discussed with you, in order for services to be exempt from coverage under the Maryland Unemployment Insurance Law, individuals must satisfy all three criteria as set forth in Title 8, Sec. 8-205 of the Annotated Code of Maryland as outlined below.

Work that an individual performs under any contract of hire is not covered employment if the Secretary is satisfied that: (1) the individuals who performs the work is free from control and direction over its performance both in fact and under the contract; (2) the individual customarily is engaged in an independent business or occupation of the same nature as that involved in the work; and (3) the work is: (i) outside of the usual course of business of the person for whom the work is performed; or (ii) performed outside of any place of business of the person for whom the work is performed. (An. Code 1957, art. 95A, Section 20, 1991 ch. 8, Section 2).

Please read the statement on the enclosed "WAGE ADJUSTMENT FOR AUDIT FINDINGS" form (DEED/OUI 22), sign, date and return it in the enclosed envelope along with a check for \$[Total Due] (includes interest) made payable to the "Maryland Unemployment Insurance Fund" no later than [Date].

If you disagree with the audit results, you may request a review determination of the audit finding. Your request must be in writing and filed within fifteen (15) days of the date of this letter. Include in your request the business name, employer account number. State the specific reason(s) why you disagree with the audit findings. Send your request to:

Division of Unemployment Insurance
Field Investigation and Audit Unit
Attn: Review Determinations
1100 N. Eutaw Street, Room 300
Baltimore, MD 21201

Respectfully,

1100 N. EUTAW STREET □ BALTIMORE, MD 21201



Keeping Maryland Working and Safe

TTY FOR THE DEAF (410) 767-2117

Figure 16: Determination Letter (No Change Audit)



DIVISION OF UNEMPLOYMENT INSURANCE
1100 N. EUTAW STREET, ROOM 300
BALTIMORE, MD 21201

July 30, 2012

Mr. D. Knob
Dummy Door Knob Company
1234 Old Court Road
Randallstown, MD 21133

Employer #:0012345678

RE: Audit Findings

Dear Mr. Knob:

I have examined certain payroll-related records of your business for the year 2010. The scope of my audit was solely to determine compliance with the Maryland Unemployment Insurance Law. Based upon the records examined and the representations of management, it is my opinion that employees have been properly reported and your tax has been correctly computed for the audit period.

Thank you for your cooperation in the audit process.

Sincerely,

Joe Auditor
Financial Compliance Auditor

PHONE: 410.767.2955 • FAX: 410.767.2612 • TTY USERS, CALL VIA THE MARYLAND RELAY SERVICE
INTERNET: WWW.DLLR.STATE.MD.US • E-MAIL: RWEISS@DLLR.STATE.MD.US

MARTIN O'MALLEY, GOVERNOR • ANTHONY G. BROWN, LT. GOVERNOR • SCOTT R. JENSEN, INTERIM SECRETARY

Figure 17: Notice of Right to Appeal



 <p>DLLR STATE OF MARYLAND DEPARTMENT OF LABOR, LICENSING AND REGULATION</p>	<p>MARTIN O'MALLEY, Governor ANTHONY G. BROWN, Lt. Governor SCOTT R. JENSEN, Interim Secretary</p>	
<p>[REDACTED]</p>	<p>DLLR Home Page * http://www.dllr.state.md.us DLLR E-mail * dllr@dllr.state.md.us</p>	
	<p>Date: 08/10/2012</p>	
	<p>UI Account #: [REDACTED]</p>	
<p>NOTICE OF RIGHT TO APPEAL</p>		
<p>This is in reference to an audit determination letter dated 07/11/2012 in which [REDACTED] advised you of wage adjustments to your account. The letter also included a notice of your right to submit to the agency a request for review of audit findings. The time period for submitting the request is within 30 days of the date of the audit determination letter. Agency records indicated that you did not submit a request for an agency review of the audit finding.</p>		
<p>If you disagree with the results of the audit findings, you may file an appeal of the findings to the Board of Appeals within thirty (30) days of the mailing as shown above. The appeal must be filed by written request directed to the Board of Appeals, 1001 N. Eutaw Street, Room 515, Baltimore MD 21201. The period for filing an appeal expires at midnight 09/09/2012.</p>		
<p>You may receive notices regarding the amounts related to the audit adjustments while the appeal is in process. Please do not be concerned. Our automated system will periodically generate such notices; however, your account has been coded to prevent any legal action by the agency.</p>		
<p>You may choose to pay the audit adjustment while your appeal is in process in order to avoid further interest charges. Payment of the adjusted taxes does not adversely affect your appeal rights. If you elect to make payments under protest, please forward your payment to:</p>		
<p>Division of Unemployment Insurance Field Investigation and Audit Unit ATTN: Review Determination 1100 North Eutaw Street, Room 300 Baltimore, Maryland 21201</p>		
<p>1100 N. EUTAW STREET BALTIMORE, MD 21201</p>		<p>TTY FOR THE DEAF (410) 767-2117</p>
<p><i>Keeping Maryland Working and Safe</i></p>		

Figure 20: Wage Adjustment Form 22 – an Audit Package Form Used if Needed (3rd Quarter)



MARTIN O'MALLEY, Governor
 ANTHONY G. BROWN, Lt. Governor
 SCOTT R. JENSEN, Interim Secretary

DLLR Home Page * <http://www.dllr.state.md.us>
 DLLR E-mail * dllr@dllr.state.md.us

Dear Maryland Employer:

Your account is being adjusted for the following reasons as a result of the audit performed by the auditor identified below:

Individual performed delivery services within the usual course of business
of employer.

FEDERAL EMPLOYER ID NUMBER 521121144 FOR THE QUARTER ENDING 09/30/2001
 EMPLOYER ACCOUNT NUMBER 0012345678 TAX RATE 02.50

ITEM	AMOUNT REPORTED	CORRECT AMOUNT	DIFFERENCE (+ OR -)
Total wages	9,850.00	21,850.00	12,000.00
Excess wages	2,577.50	14,577.50	12,000.00
Taxable wages	7,272.50	7,272.50	0.00
Contributions	181.81	181.81	0.00
*Interest should be calculated at 0.5% per month from the quarterly due date.			INTEREST DUE
			0.00
			AMOUNT OF REMITTANCE on 08/15/2012
			0.00

Make your check payable to Maryland Unemployment Insurance Fund

WAGE DETAIL

SOCIAL SECURITY NUMBER	EMPLOYEE NAME	AMOUNT REPORTED	CORRECT AMOUNT	DIFFERENCE (+ or -)
999-88-7777	JAY LENO	0.00	12000.00	12000.00

The findings of this audit have been explained to me.

Signature _____ Date _____
 Printed Name _____ Title _____
 Employer Name Dummy Door Knobs

FOR INTERNAL USE ONLY

 (Account adjusted by)

 (Date)

If you disagree with the audit results, you may request a review of the audit. Your request must be in writing and filed within thirty (30) days of the date shown by the auditor's signature. Include in your request your business name, account number and the specific reasons why believe the audit is in error. Send your request to Field Audit Appeal, Room 300, 1100 North Eutaw Street, Baltimore, MD 21204

1100 N. EUTAW STREET □ BALTIMORE, MD 21201

Form DLLR/OUI 22 (Rev 10/05) PAGE 1



Keeping Maryland Working and Safe

 (Field auditor's printed name)

 (Sign and date)

TTY FOR THE DEAF (410) 767-2117

2.8.3 TECHNICAL REQUIREMENTS

The Tax Field Audit System shall adhere to the following technical specification requirements. Requirements that ensure the integrity and security of agency data are considered critical and non-negotiable.

If the proposed solution is a COTS product, the Offeror shall use the columns under the “Proposed COTS Solution Addresses the Requirement ID” to document if the requirement is available “out of the box,” “requires configuration,” or “not available.” If the proposed solution is a custom build product, the Offeror shall use the final column labeled “Proposed Custom Solution to Address the Requirement ID” to document its proposed solution.

ID #	Technical Requirements	Associated Deliverable ID # (From section 2.9.2 below):	Proposed COTS Solution Addresses the Requirement ID			Proposed Custom Solution to Address the Requirement ID
			Out of the Box	Requires Configuration	Not Available	
2.8.3.1	System shall store all data using 64 bit or higher encryption	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.2	System shall use 64 bit or higher encryption to backup data daily with a 30 day retention when written to DLLR enterprise backup storage system	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.3	System shall use SSL certificates to encrypt all the data using 64 bit or higher encryption while transferring between the Auditor program and the network.	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.4	System shall support end to end encryption from	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14;				

ID #	Technical Requirements	Associated Deliverable ID # (From section 2.9.2 below):	Proposed COTS Solution Addresses the Requirement ID			Proposed Custom Solution to Address the Requirement ID
			Out of the Box	Requires Configuration	Not Available	
	Mainframe to local instances of audit data.	2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.5	The system shall be accessible only inside the DLLR network domain	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.6	System shall encrypt stored Personally Identifiable Information (PII) data. The complete list of PII data includes: Federal Employer Identification Number (FEIN), SSN, credit card numbers, bank account numbers	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.6.1	System shall allow for the Administrator to redefine PII data based on the current data dictionary					
2.8.3.7	System shall provide accurate dollar and cents computations to the nearest 10 th . Computations include addition, subtraction, percentages, and rounding	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				

ID #	Technical Requirements	Associated Deliverable ID # (From section 2.9.2 below):	Proposed COTS Solution Addresses the Requirement ID			Proposed Custom Solution to Address the Requirement ID
			Out of the Box	Requires Configuration	Not Available	
2.8.3.8	System shall have the ability to import audit wage information from either a VSAM file, SQL Server or Oracle table and expand the scope of the initial audit to include additional years of data	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.9	System's architecture shall adhere to industry standard transaction processing ACID (Atomicity, Consistency, Isolation, Durability) principle [ITPO1] from the time the transaction initiates until the completion of the transaction process	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.10	System shall provide a unique identifier for each Auditor	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.10.1	System shall restrict each Auditor so that they only have the ability to view and make changes to their own audits					
2.8.3.11	System shall automatically check for newer versions of the software before it	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17;				

ID #	Technical Requirements	Associated Deliverable ID # (From section 2.9.2 below):	Proposed COTS Solution Addresses the Requirement ID			Proposed Custom Solution to Address the Requirement ID
			Out of the Box	Requires Configuration	Not Available	
	launches, and if available, shall update itself automatically	2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.12	System shall provide a local “Auto Save Your Work in Progress “ feature every 15 minutes	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.13	System shall allow the Administrator and Office Staff to classify an audit as an audit or a non-audit and create and store the appropriate files	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.14	System shall log all database update activity	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.15	System shall use validation lists that limit the character set used, based on the expected value of the parameter in the request	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28;				

ID #	Technical Requirements	Associated Deliverable ID # (From section 2.9.2 below):	Proposed COTS Solution Addresses the Requirement ID			Proposed Custom Solution to Address the Requirement ID
			Out of the Box	Requires Configuration	Not Available	
		2.9.2.29				
2.8.3.16	System shall provide the ability to manage user security rights and privileges to documents, based upon user role, for rights and privileges that include CRUD (Create Read Update Delete), and print	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.17	System's development code shall be written in Visual Basic if solution is not a COTS package.	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.18	System shall allow the Administrator to configure access to screens & reports granting information retrieval solely to role-based users. These access changes must be logged into the application database.	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.19	System shall allow for controlled access to the Tax Field Audit System based on roles and user sign-on rights using single sign on to authenticate users accessing the system against the DLLR Windows	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				

ID #	Technical Requirements	Associated Deliverable ID # (From section 2.9.2 below):	Proposed COTS Solution Addresses the Requirement ID			Proposed Custom Solution to Address the Requirement ID
			Out of the Box	Requires Configuration	Not Available	
	Active Directory.					
2.8.3.20	System shall permit role based privileges to make updates, corrections or modifications to the system as needed in order to correct legal and regulatory procedures from within the application	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.21	System shall provide the following roles: Administrator, System Administrator, Audit Supervisor, Auditor, and Office Staff	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.22	System shall provide the following privileges for the Administrator role: Ability to assign audits; download employer's status information and reported wages information from the tax system; perform audits; review, lock and unlock audits in Administrative Laptop Audit Program; and unlock reviewed audits for changes. Ability to interface Mainframe Status Screen (MD11) with Laptop Audit Program to enter audit start date and completion date. Print the	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				

ID #	Technical Requirements	Associated Deliverable ID # (From section 2.9.2 below):	Proposed COTS Solution Addresses the Requirement ID			Proposed Custom Solution to Address the Requirement ID
			Out of the Box	Requires Configuration	Not Available	
	administrative audit production reports from the local and network tables. Ability to view all assigned audits in order to monitor audit inventory.					
2.8.3.23	System shall provide the following privileges for the System Administrator Role: Monitor and maintains the health of the system	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.24	System shall provide the following privileges for the Audit Supervisor role: Ability to assign audits; download employer's status information and reported wages information from the tax system; perform audits; review and lock audits in Administrative Laptop Audit Program. Print the administrative audit production reports from the local and network tables. Ability to view assigned audits in order to monitor audit inventory of the individuals under their supervision.	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.25	System shall provide the following privileges for the	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14;				

ID #	Technical Requirements	Associated Deliverable ID # (From section 2.9.2 below):	Proposed COTS Solution Addresses the Requirement ID			Proposed Custom Solution to Address the Requirement ID
			Out of the Box	Requires Configuration	Not Available	
	Auditor role: ability to download assigned audits from the network to the local table; download employer's status information and reported wages information from the tax system; perform audits in local and network table; upload audits to network table; print administrative audit production report/monthly audit summary from the local table. Ability to view audits assigned to them	2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.26	System shall provide the following privileges for the Office Staff role: Ability to lock, unlock audits; assign, cancel and transfer audits between Auditors. Ability to interface Mainframe Status Screen (MD11) with Laptop Audit Program to enter audit start date and completion date. Ability to print administrative audit production report/monthly audit summary from the local table	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.27	System shall not allow office staff to assign an audit to more than one	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17;				

ID #	Technical Requirements	Associated Deliverable ID # (From section 2.9.2 below):	Proposed COTS Solution Addresses the Requirement ID			Proposed Custom Solution to Address the Requirement ID
			Out of the Box	Requires Configuration	Not Available	
	Auditor at the same time	2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.28	System shall not accept any changes once an audit has been completed, reviewed and locked	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.29	System shall log all events, such as exceptions, critical alerts and warnings, either in the Windows event log or in a local flat file which should be encrypted using 64 bit or higher encryption	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.30	System shall run all background tasks on separate threads without affecting the application's main thread	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.31	System shall use a local database to store data using a local relational database	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28;				

ID #	Technical Requirements	Associated Deliverable ID # (From section 2.9.2 below):	Proposed COTS Solution Addresses the Requirement ID			Proposed Custom Solution to Address the Requirement ID
			Out of the Box	Requires Configuration	Not Available	
		2.9.2.29				
2.8.3.32	System shall provide the ability to manage user roles of the entire system	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.33	System shall allow ability to import electronic accounting data, with the formatting to be defined by the vendor, into the system via flash drive or uploading an electronically sent data file in accordance with agency security requirements	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				
2.8.3.34	System shall ensure reporting capabilities to support report requirements from 2.8.1.64, 2.8.1.65, 2.8.1.66, 2.8.1.67, 2.8.1.68, 2.8.1.69, 2.8.1.70, 2.8.1.71, 2.8.1.72, 2.8.1.73, 2.8.1.74, 2.8.1.75, 2.8.1.76, 2.8.1.77, 2.8.1.78	2.9.2.8; 2.9.2.9; 2.9.2.10; 2.9.2.11; 2.9.2.13; 2.9.2.14; 2.9.2.15; 2.9.2.16; 2.9.2.17; 2.9.2.18; 2.9.2.19; 2.9.2.20; 2.9.2.22; 2.9.2.23; 2.9.2.24; 2.9.2.25; 2.9.2.27; 2.9.2.28; 2.9.2.29				

2.8.4 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

ID #	Non-Functional, Non-Technical Requirements	Associated Deliverable ID # (From section 2.9.2 below):
Requirements Phase – SDLC Phase 4		
2.8.4.1	TO Contractor shall work with Agency PM to update Project Plan, including Quality Management, Communication Management and Risk Management	2.9.2.1
2.8.4.2	TO Contractor shall work with Agency PM to finalize a Master Schedule	2.9.2.2
2.8.4.3	TO Contractor shall create a Requirements Traceability Matrix	2.9.2.3
Design Phase SDLC Phase 5		
2.8.4.4	TO Contractor shall provide a System Design Document	2.9.2.4
2.8.4.5	TO Contractor shall provide a System Security Consensus Document	2.9.2.5
2.8.4.6	For COTS Product, TO Contractor shall perform a Fit-Gap analysis and document requirement gaps between this TORFP and Product functionality	2.9.2.6
2.8.4.7	For COTS Product, TO Contractor shall provide a Business Process Change Management Plan	2.9.2.7
2.8.4.8	TO Contractor shall provide a Security Plan	2.9.2.8
2.8.4.9	TO Contractor shall provide a Data Retention Plan	2.9.2.9
2.8.4.10	TO Contractor shall provide an Implementation Plan	2.9.2.10
Development Phase SDLC Phase Six		
2.8.4.11	For COTS Product, TO Contractor shall provide System Software	2.9.2.12
2.8.4.12	TO Contractor shall provide a Test Plan	2.9.2.13
2.8.4.13	TO Contractor shall provide a Software Development Document if solution is not a COTS product	2.9.2.14
2.8.4.14	TO Contractor shall submit a User Acceptance Testing Document, using the Requirements Traceability Matrix	2.9.2.15
Testing Phase – SLDC Phase 7		
2.8.4.15	TO Contractor shall document all problems encountered during testing (Test Analysis Report)	2.9.2.16
2.8.4.16	TO Contractor shall provide Test Analysis Approval Document	2.9.2.17
2.8.4.17	TO Contractor shall submit a IT Systems Certification and Accreditation Report	2.9.2.18
2.8.4.18	TO Contractor shall provide Defect Log	2.9.2.19
2.8.4.19	TO Contractor shall provide Readiness Document	2.9.2.20
Implementation Phase – SDLC Phase 8		
2.8.4.20	TO Contractor shall submit System Documentation	2.9.2.
2.8.4.21	TO Contractor shall submit Maintenance information (Maintenance Manual)	2.9.2.21
2.8.4.22	TO Contractor shall submit User Guide Documentation	2.9.2.22
2.8.4.23	TO Contractor shall submit Software code to Escrow	2.9.2.23
2.8.4.24	For COTS Product, TO Contractor shall submit Complete System Version Description Document	2.9.2.24
2.8.4.25	TO Contractor shall provide a Complete System	2.9.2.25
2.8.4.26	TO Contractor shall develop a Training Plan for developing and performing the training for the system.	2.9.2.11

ID #	Non-Functional, Non-Technical Requirements	Associated Deliverable ID # (From section 2.9.2 below):
2.8.4.27	TO Contractor shall provide two training sessions for each of the following roles, DLLR Administration, Audit Supervisor and Auditing staff so that they may obtain sufficient knowledge to execute “Train the Trainer” sessions for the remaining Auditors and Supervisors. Each of the roles shall obtain an initial training and refresher training.	2.9.2.26

2.9 DELIVERABLES

2.9.1 DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2003 and Microsoft Office 2010, Microsoft Project 2007 and/or Visio 2007.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. DLLR will review draft deliverables and return with comments or acceptance five (5) days prior to final deliverable due date. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

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

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State’s issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.12 Invoicing).

A written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

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

D) Present information that is relevant to the section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.9.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

For the following deliverables, each shall be submitted in both a hard copy and an electronic copy.

Examples of documents can be found at

<http://doit.maryland.gov/SDLC/FormServerTemplates/Project%20Management%20Plan.doc>

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.9.2.1	The TO Contractor's Project Management Plan (Solution Neutral Deliverable)	<ul style="list-style-type: none"> The TO Contractor shall develop and maintain a Project Management Plan that shall be well formatted in accordance with specifications in 2.9.1 A, B, C and D. The document will be developed and maintained with input from the Agency project team and key stakeholders. The document shall address topics including Scope Management, Cost Management, Quality Management, Resource Management, Communications Management, Change Management, Risk Management, and Procurement Management as defined in the PMBOK. Additionally, the deliverable will comply with Maryland SDLC. 	NTP + 15 Calendar Days, updated bi-weekly
2.9.2.2	Master Schedule (Solution Neutral Deliverable)	<ul style="list-style-type: none"> TO Contractor shall deliver a Microsoft Project 2010 document that provides detail for tracking all current and pending related project activities. At a minimum, the master schedule shall include both TO Contractor and Agency task level activities, milestones, deliverables, times of performance, degrees of completion and resources for all activities starting with NTPs, through project implementation. The Master Schedule shall be decomposed to tasks that are no smaller than 8 hours and no greater than 80 hours in duration (8/80 rule), beginning with system development through submission of a final Project transition report. 	NTP + 15 Calendar Days, updated bi-weekly and as needed
2.9.2.3	Requirements Traceability Matrix (RTM) (Solution Neutral Deliverable)	<ul style="list-style-type: none"> TO Contractor shall maintain an RTM. The RTM shall be a cross reference of the features requested by the State based on TORFP and the capabilities of the system (COTS or custom). 	NTP + 15 Calendar Days
2.9.2.4	System Design Document (Solution Neutral Deliverable)	<ul style="list-style-type: none"> TO Contractor shall deliver MS Word documentation that describes the system requirements, operating environment, system and subsystem architecture, files and database design, input formats, output layouts, human-machine interfaces, detailed design, processing logic, configuration settings, and external interfaces. The final version of the document is an SDLC Design Phase requirement; deliverables will comply with Maryland SDLC. TO Contractor shall deliver an IT-focused plan to 	NTP + 20 Calendar Days

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		restore operability of targeted systems, applications, or a computer facility due to a natural or man-made extended interruption of an agency's business services.	
2.9.2.5	System Security Consensus Document (Solution Neutral Deliverable)	<ul style="list-style-type: none"> TO Contractor shall deliver a single document containing all information relevant to completing the system's Certification & Accreditation. 	NTP + 20 Calendar Days
2.9.2.6	For COTS Product - Fit-Gap Analysis (COTS Only Deliverable)	<ul style="list-style-type: none"> TO Contractor shall deliver an MS Word or Excel document that identifies in detail the extent to which each solution meets each of the validated requirements and how all gaps will be addressed in the new system. The final version of the document is an SDLC Requirements Phase requirement; deliverables will comply with Maryland SDLC. 	NTP + 25 Calendar Days
2.9.2.7	Business Process Change Management Plan (COTS Only Deliverable)	<ul style="list-style-type: none"> TO Contractor shall deliver a document that describes specific plans to implement agreed-upon changes to the end users' business processes. 	NTP + 15 Calendar Days
2.9.2.8	Security Plan (Solution Neutral Deliverable)	<ul style="list-style-type: none"> TO Contractor shall deliver a document that describes the scope, approach, and resources required to assure system security. 	NTP + 20 Calendar Days
2.9.2.9	Data Retention Plan (Solution Neutral Deliverable)	<ul style="list-style-type: none"> TO Contractor shall deliver a document that describes the project policies for data and records management. 	NTP + 20 Calendar Days
2.9.2.10	Implementation Plan (Solution Neutral Deliverable)	<ul style="list-style-type: none"> TO Contractor shall document the implementation plan which will describe how the information system will be deployed, installed and transitioned into an operational system 	NTP + 20 Calendar Days
2.9.2.11	Training Plan (Solution Neutral Deliverable)	<ul style="list-style-type: none"> The Training Plan shall outline technical and user training needs on the new or enhanced information system. TO Contractor shall describe all essential information for the user to make full use of the application 	NTP + 35 Calendar Days
2.9.2.12	System Software (COTS Only Deliverable)	<ul style="list-style-type: none"> Software as described in TO Contractor's response to TORFP and demonstrated before the state. Software licensing shall be provided if a license is required 	NTP + 180 Calendar Days
2.9.2.13	Test Plan (Solution Neutral Deliverable)	<ul style="list-style-type: none"> TO Contractor shall provide a test plan document which shall articulate each scenario to be tested, the expected results of the test, the actual results of the test, and who/whom performed the testing 	NTP + 45 Calendar Days
2.9.2.14	Software Development Document (Custom Only Deliverable)	<ul style="list-style-type: none"> TO Contractor shall provide a document which details the provisions, including specific coding instructions, unit test cases, and scripts, for developing and/or modifying each unit or module of the system; also includes development procedures for issue tracking and configuration management and any other information that aids in building the functionality of the system. 	NTP + 180 Calendar Days
2.9.2.15	User Acceptance Testing Document (Solution Neutral)	<ul style="list-style-type: none"> TO Contractor shall update the RTM with the name or number of the test scenario that represents the requirement as listed in Section 2.8.1. and Section 2.8.2 	NTP + 150 Calendar Days

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
	Deliverable)	<ul style="list-style-type: none"> TO Contractor shall create test scenarios based on the requirements listed in Section 2.8.1 and Section 2.8.2 TO Contractor shall ensure that all requirements listed in Section 2.8.1 and 2.8.2 are accounted for in the test scenarios created 	
2.9.2.16	Test Analysis Report (Solution Neutral Deliverable)	<ul style="list-style-type: none"> TO Contractor shall document all problems encountered during testing 	NTP + 150 Calendar Days
2.9.2.17	Test Analysis Approval Document (Solution Neutral Deliverable)	<ul style="list-style-type: none"> TO Contractor shall document the system's perceived readiness. This document is attached to the Test Analysis Report as a final result of the test reviews. 	NTP + 165 Calendar Days
2.9.2.18	IT Systems Certification and Accreditation Report (Solution Neutral Deliverable)	<ul style="list-style-type: none"> TO Contractor shall provide this document, which includes completion of a Security Risk Assessment, Sensitive System Security Plan, Security Operating Procedures, Security Test and Evaluation, and Certification Statements. For SaaS efforts, vendors may provide alternative documentation and certification to provide assurance of the same level of security. 	NTP + 90 Calendar Days
2.9.2.19	Defect Log (Solution Neutral Deliverable)	<ul style="list-style-type: none"> TO Contractor shall track and summarize in a tabular format defects or bugs found during testing. Defects may be documented via multiple commercially available bug tracking tools or manually in a spreadsheet. 	NTP + 150 Calendar Days, updated as needed
2.9.2.20	Readiness Document (Solution Neutral Deliverable)	<ul style="list-style-type: none"> TO Contractor shall consolidate summary information regarding the current status of the system and the project and provides decision makers with the information necessary to make a "Go-No Go" decision. It should include a checklist for all work products, User Acceptance Test results, other quality control checks such a peer review, and results of the system walkthroughs. 	NTP + 175 Calendar Days
2.9.2.21	Maintenance Documentation (Maintenance Manual) (Solution Neutral Deliverable)	<ul style="list-style-type: none"> The developer maintenance documentation shall describe the validation rules for each screen, the data accessed by each screen, and relationship between the fields and data, a data dictionary which includes the context of each element, entity relationship diagrams, user interface design rules, coding rules, and directions on how to use the change management system 	NTP + 185 Calendar Days
2.9.2.22	User Guide Documentation (Solution Neutral Deliverable)	<ul style="list-style-type: none"> TO Contractor shall provide an electronic user manual that explains how to navigate through the application in a manner that optimally and correctly uses the software. The user manual shall also explain which fields are required that enable the audit to successfully meet TPS requirements TO Contractor shall provide an online help/tutorial 	NTP + 185 Calendar Days
2.9.2.23	Software Code to Escrow (Solution Neutral Deliverable)	<ul style="list-style-type: none"> The TO Contractor shall enter into an escrow agreement, at the Contractor's expense, and shall place two copies of the software source code and two copies of each item of Software Source Code Documentation (see Definitions) at a mutually agreed upon escrow agent's vaulting location. Throughout the Contract, the 	NTP + 185 Calendar Days

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		Contractor shall maintain in escrow the most current version of software operated by the State. DLLR shall own any customized part of the source code that was created in making a COTS align to DLLR's needs. Software source code shall be stored on compact discs or other media designated by the State. (see section 2.18)	
2.9.2.24	Complete System Version Description Document (COTS Only Deliverable)	<ul style="list-style-type: none"> TO Contractor shall provide and document this primary configuration control document used to track and control versions of software released to the operational environment. It shall also summarize features and contents for the software build and identify and describe the version of software delivered. 	NTP + 180 Calendar Days
2.9.2.25	Complete system (Solution Neutral Deliverable)	<ul style="list-style-type: none"> System shall have successfully included the features as they are listed in section 2.8.1 and 2.8.2 TO Contractor shall provide successfully completed UAT Test Scripts TO Contractor shall provide successfully completed UAT Test Scenarios with the signatures of those DLLR employees who executed the UAT Test Scenarios 	NTP + 180 Calendar Days
2.9.2.26	User Training / Help Desk Training (Solution Neutral Deliverable)	<ul style="list-style-type: none"> TO Contractor shall provide training for DLLR Audit Supervisor, Office Staff and OIT staff so that they may obtain sufficient knowledge to execute "Train the Trainer" sessions for the remaining Auditors and Help Desk staff. TO Contractor shall train the System Administrator, the Audit Supervisor, and the Audit staff The TO Contractor shall provide two training sessions for the System Administrator, the Audit Supervisors and the Audit Staff where the first training is the initial training and the second session is the refresher training session TO Contractor shall provide an electronic training manual in order for DLLR employees to conduct train the trainer sessions 	NTP + 180 Calendar Days

Note: For each of the deliverables listed in the table above, TO Contractor shall provide deliverables based its proposed approach for delivering the Tax Field Audit System. A "Solution Neutral Deliverable" is a required deliverable which shall be developed and delivered to the State by TO Contractor independent on whether it is proposing a COTS or custom-built solution. A "COTS Only Deliverable" is a required deliverable which shall be developed and delivered to the State by the TO Contractor that is proposing a COTS solution. A "Custom Only Deliverable" is a required deliverable which shall be developed and delivered to the State by TO Contractor that is proposing a custom-built solution.

2.10 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and Guidance." These may include, but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.
- The US DOL Tax Performance System (TPS) Standards
http://wdr.doleta.gov/directives/attach/ETAH/ETA_Handbook407_ch4_ch1.pdf
- The Code of Maryland Regulations (COMAR)
<http://www.dsd.state.md.us/comar/searchall.aspx>
- The Labor and Employment Law Article Section 8-625
http://mlis.state.md.us/asp/statutes_respond.asp?article=gle§ion=8-625&Extension=HTML

2.11 TO CONTRACTOR PERSONNEL MINIMUM REQUIREMENTS

The Master Contractor proposed staff (project team members) shall document a professional level expertise and the following qualifications:

- Bachelor Degree in Information Technology (IT) or other IT related field
- All team members development/programming staff must represent and be able to document the following skill sets: Effective communication skills to be evaluated during the presentation -
- Five (5) years of Visual Studio experience or five (5) years of experience in COTS solution being proposed or a combination of both.
- Five (5) years of Visual Basic development experience or five (5) years of experience customizing the COTS solution being proposed or a combination of both.
- Ten (10) years of General IT experience
- Five (5) years of Application Analysis / Development experience

Additionally, the TO Contractor shall propose a qualified Project Manager with the following qualifications:

- Project Management Professional certification from the Project Management Institute
- Five years of experience overseeing IT project implementations
- Two projects completed successfully

2.12 TO CONTRACTOR MINIMUM QUALIFICATIONS

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

- Shall have successfully implemented five (5) .NET applications or 5 instances of any COTS solution of similar size and scope into a production environment; or
- Shall have implemented/integrated three (3) tax COTS packages in a production environment of similar size.

2.13 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.7.2.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.13.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify the DLLR as the TO Requesting Agency, deliverable description, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the following address: Department of Labor, Licensing and Regulation, Contributions Division, Attn: Brian Smith, 1100 N Eutaw Street, Room 416, Baltimore MD 21201.
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

2.14 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to DLLR at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to DLLR. DLLR will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

2.15 PERFORMANCE EVALUATION

Master Contractor personnel will be formally evaluated by the TO Manger on a yearly basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 14. Performance issues identified by the agency at any time and throughout the duration of the contract are subject to the mitigation process described in Section 2.17 below.

2.16 PERFORMANCE PROBLEM MITIGATION

In the event the agency is not satisfied with the performance of the Master Contractor personnel, the mitigation process is as follows: The TO Manager will notify the Master Contractor in writing describing the problem and delineating remediation requirements. The Master Contractor will have three (3) business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.

2.17 SUBSTITUTION OF PERSONNEL

The Master Contractor may not substitute personnel without the prior approval of the agency. All requests for substitution shall comply with Section 2.9.6 of the CATS II Master Contract. The TO Manager shall notify the Master Contractor of acceptance or denial of the requested substitution.

The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the Master Contractor of acceptance or denial of the requested substitution.

2.18 SOFTWARE ESCROW

- A) Upon acceptance by the DLLR of the software product that is a COTS product, or where previous source code exists for any software included as part of the Tax Field Audit System, the Contractor shall enter into an escrow agreement, at the Contractor's expense, and shall place two copies of the software source code and two copies of each item of Software Source Code Documentation (see Definitions) at a mutually agreed upon escrow agent's vaulting location. Throughout the Contract, the Contractor shall maintain in escrow the most current version of software operated by the State. DLLR shall own any customized part of the source code that was created in making the COTS align to DLLR's needs. Software source code shall be stored on compact discs or other media designated by the State.
- B) The escrow agreement shall provide that the source code may be withdrawn by the State if the Contractor files for bankruptcy or fails to support the Tax Field Audit System software as specified in the Contract.
- C) Software Rights to be conveyed to the State. Upon the filing of a voluntary or involuntary bankruptcy petition or any other insolvency proceeding relating to the Contractor, or upon Contractor dissolution, Contractor merger with or acquisition by another company, or Contractor discontinuance of support of any software or system provided under the Contract, the Contractor shall convey to the State all rights, title, and interest in all software that comprises any part of the Tax Field Audit System together with all licenses, source codes, and associated Software Source Code Documentation. These rights include but are not limited to the right to use, and cause others to use on behalf of the State, said software, licenses, source codes, and Software Source Code Documentation.

2.19 SERVICE LEVEL AGREEMENT (for a COTS Proposal Only)

Contractor shall work with TO Manager to meet the following required service levels. If service levels cannot be met based on maintenance and support workload, the Contractor is required to notify TO Manager in advance of the on-site response requirement. In the event that adequate notification is not given and the Service Level Agreements are not met, TO Manager may withhold up to 5% of each monthly operations and maintenance invoice if the State concludes that the Contractor has not met its responsibility.

Service Levels	Phone Response	On-Site Response	Response Availability	Comments
Urgent	1/4 hour	4 hours if necessary	5 days/week, Mon-Fri, 8AM-5PM. Weekend and holiday support provided when planned or necessary. DLLR will make prior arrangements with Contractor.	The issue causes the systems or users to be unable to work or perform a significant portion of their job.

Service Levels	Phone Response	On-Site Response	Response Availability	Comments
High	2 hours	1 business day if necessary	5 days/week, Mon-Fri, 8AM-5PM. Weekend support provided when planned or necessary. DLLR will make prior arrangement with Contractor.	The issue severely impairs functionality such that data is incorrectly processed or stored. A work around may exist but its use is not satisfactory.
Normal	4 hours	2 business days	5 days/week, Mon-Fri, 8AM-5PM	The issue causes failure of non-critical aspects of the system. There is a reasonably satisfactory work around.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed 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 II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

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

3.2.1 TECHNICAL PROPOSAL

A) Proposed Services

- 1) **Executive Summary:** A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) **Proposed Solution:** A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section shall include a comprehensive schedule of tasks and times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel. If the proposed solution is a COTS product, the Master Contractor shall include the Requirements Matrix in Section 2.8, including the column that indicates how the proposed solution meets the specific requirement (out of the box, with configuration, not available).
- 3) **Draft Work Breakdown Structure (WBS):** A matrix or table that shows a break down of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS shall reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties as appropriate, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 4) **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 shall come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties as appropriate.
- 5) **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 shall be approved through a formal configuration or change management process.
- 6) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors shall avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.

- 7) Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.
- B) Proposed Personnel
- 1) Identify and provide resumes for all proposed personnel by labor category. The resume shall feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
 - 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8.
 - 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TOA.
 - 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
- C) MBE Participation
- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
- D) Subcontractors
- 1) Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.
- E) Master Contractor and Subcontractor Experience and Capabilities
- 2) Provide up to three examples of projects or contracts from Section 2.11. Each example must include contact information for the client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - 3) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

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

G) State Assistance

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

H) Confidentiality

- 1) A Master Contractor shall 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, shall not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. 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.

3.2.2 FINANCIAL RESPONSE

- A) A description of any assumptions on which the Master Contractor's Price Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1 and / or 1A - Completed Price Proposal with all rates fully loaded.
- C) Any costs for maintenance and support must be included for a COTS proposal.

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 II TORFP. In making the TOA award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

Evaluation of the proposals shall be performed by a committee organized for the purpose of analyzing the technical proposals. Evaluations shall be based on the criteria set forth below. The contract resulting from this TORFP shall be awarded to the Offeror that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, technical factors shall receive a greater weight than price factors. The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- Software Functional Matching (see Section 2.8.1). The Offeror's response to the requirements presented in the Functional/Business Requirements (Section 2.8.1) and Technical Requirements (Section 2.8.3) section of the proposal will be evaluated to determine the closest match to the State's requirements
- Offeror Work Plan (see Section 2.8.1 and 2.8.3 above). The "Work Plan" shall describe in detail the specific methods, tasks, and activities proposed to be undertaken. Any anticipated theoretical or practical problems associated with the completion of each requirement must be discussed. Solutions, alternatives, or contingency plans related to these problems must also be proposed if appropriate. Additionally, the Work Plan must include task initiation and completion schedules and Offeror's proposed staff assignments. In addition the Offeror shall list and identify subcontractors, if any.
- Offeror Technical Plan (see Section 2.8.3 above). The "Technical Plan" is to be prepared in the same sequence as the Specifications Section 2 in the RFP. Each and every specification must be copied from the RFP and the response to the specification must be listed immediately following the specification. The proposal must be expressly clear as to whether or not it satisfies each point of the RFP specifications. Responses must not be limited to "YES" or "NO" replies but they must describe how the proposed services and all related products satisfy the stated requirements or conditions.
- Offeror Experience and Capabilities (see Sections 2.11 & 2.12 above). The State especially requires that the Offeror has installed either this type of service offering or one of a similar nature within a production environment. The Offeror must provide a reference(s) for the State of Maryland to follow up with in order to validate this claim.
- Offeror Timeline Proposal (see Section 3.2.1.A.4). Timeline responses that demonstrate an Offeror's proven ability to implement a solution expeditiously with minimal need for modification or on-going maintenance shall receive a higher evaluation.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.8 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified after the review of proposals and the presentation, will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit shall have greater weight than cost or price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 – PRICE PROPOSAL

SAMPLE PRICE PROPOSAL (FIX PRICE) FOR CATS II TORFP # P00B3400001

Identification	Deliverable	Proposed Price
2.9.2.1	The TO Contractor’s Project Management Plan (Solution Neutral)	
2.9.2.2	Master Schedule (Solution Neutral)	
2.9.2.3	Requirements Traceability Matrix (RTM) (Solution Neutral)	
2.9.2.4	System Design Document (Solution Neutral)	
2.9.2.5	System Security Consensus (Solution Neutral)	
2.9.2.6	Fit-Gap Analysis (COTS Only Deliverable)	
2.9.2.7	Business Process Change Management Plan (Solution Neutral)	
2.9.2.8	Security Plan (Solution Neutral)	
2.9.2.9	Data Retention Plan (Solution Neutral)	
2.9.2.10	Implementation Plan (Solution Neutral)	
2.9.2.11	Training Plan(Solution Neutral)	
2.9.2.12	System Software (COTS Only Deliverable)	
2.9.2.13	Test Plan (Solution Neutral)	
2.9.2.14	Software Development Document (Custom Only Deliverable)	
2.9.2.15	User Acceptance Testing Document (Solution Neutral)	
2.9.2.16	Test Analysis Report (Solution Neutral)	
2.9.2.17	Test Analysis Approval Document (Solution Neutral)	
2.9.2.18	IT Systems Certification and Accreditation Report (Solution Neutral)	
2.9.2.19	Defect Log (Solution Neutral)	
2.9.2.20	Readiness Document (Solution Neutral)	
2.9.2.21	Maintenance Documentation (Maintenance Manual) (Solution Neutral)	
2.9.2.22	User Guide Documentation (Solution Neutral)	
2.9.2.23	Software Code to Escrow (Solution Neutral)	
2.9.2.24	Complete System Version Description Document (COTS Only Deliverable)	
2.9.2.25	Complete System (Solution Neutral)	
2.9.2.26	User Training / Help Desk Training (Solution Neutral)	
	Total Deliverable Price	
TO Contractor shall	propose O&M costs for one year	
	Year 1	
	Total O&M Price	
Total Deliverable Price + Total O&M Price = Total Proposed Fixed Price		

Authorized Individual Name

Company Name

Title

Company Tax ID #

Note: Unless the Deliverables state “(COTS Only Deliverable)” or “(Custom Only Deliverable)”, please supply applicable solution costs. For example, if Offeror is proposing a COTS solution, respond to all deliverables label “(Solution Neutral)” and “(COTS Only Deliverable)”. If an Offeror is proposing a custom solution, respond to deliverables labeled “(Solution Neutral)” and “(Custom Only Deliverable)”.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # P00B3400001

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

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

Certified MBE Utilization and Fair Solicitation Affidavit

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

In conjunction with the offer submitted in response to TORFP No. P00B3400001, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 10 percent and, if specified in the TORFP, sub-goals of 10% percent for MBEs classified as African American-owned and [redacted] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

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

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

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

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number P00B3400001	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule (Continued)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to TORFP # P00B3400001, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

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

4. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

 This project does not involve bonding requirements.

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

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title

		Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

Subcontractor Project Participation Statement

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

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. P00B3400001, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS II TORFP # P00B3400001 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

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

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

Return one copy of this form to the following address:

Allen Robinson, MBE Liaison Department of Labor, Licensing and Regulation 500 N. Calvert Street, 4 th Floor Baltimore, Maryland 21202 arobinson@dllr.state.md.us	Jada Fletcher, Procurement Officer Department of Labor, Licensing and Regulation 500 N. Calvert Street, 4 th Floor Baltimore, Maryland 21202 jfletcher@dllr.state.md.us
---	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS II TORFP # P00B3400001 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

Return one copy of this form to the following address:

Allen Robinson, MBE Liaison Department of Labor, Licensing and Regulation 500 N. Calvert Street, 4 th Floor Baltimore, Maryland 21202 arobinson@dlr.state.md.us	Jada Fletcher, Procurement Officer Department of Labor, Licensing and Regulation 500 N. Calvert Street, 4 th Floor Baltimore, Maryland 21202 jfletcher@dlr.state.md.us
---	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# P00B3400001 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 200**X** by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, Department of Labor, Licensing and Regulation (DLLR).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the DLLR, as identified in the CATS II TORFP # P00B3400001.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # P00B3400001, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated **MONTH DAY, YEAR**.
 - d. “TO Procurement Officer” means Ms. Jada Fletcher. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between DLLR and **TO Contractor**.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Brian Smith of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated **date of TO Proposal – Technical**.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated **date of TO Proposal - Financial**.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or super-cede 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 II 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 II TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II 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 II 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 II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. 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.
- 4.5 By submitting an offer in response to this TORFP, an Offeror, if selected for award, shall be deemed to have agreed to and accepted all contract terms and conditions set forth. Among other terms and conditions, Contractor agrees that DLLR is the owner of source code and work products produced as a result of the performance of this contract.

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, Department of Labor, Licensing and Regulation

By: Jada Fletcher TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual’s Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from Section 2.10 for the applicable labor category.)	

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

Contractor’s Contract Administrator:

Signature Date

Proposed Individual:

Signature Date

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

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held:

Department of Labor, Licensing and Regulation,

1100 N. Eutaw, Basement Conference Room

Baltimore, MD 21201

Street Parking

From Washington DC

- Take the **Balt-Wash Pkwy** toward **Baltimore**
- Continue onto **S Paca St**
- Turn left onto **McCulloh St**
- Turn right onto **Dolphin St**
- Take the 2nd right onto **N Eutaw St**
- Destination will be on the right

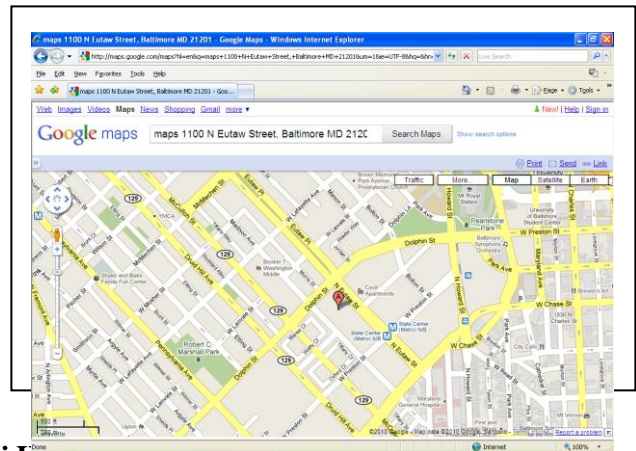
From Philadelphia, PA

- **I-95 S** Entering Maryland
- Continue onto **I-895 S**
- Take exit **14** for **Moravia Rd** toward **US-40/Pulaski Hwy**
- Keep left at the fork, follow signs for **Moravia Rd E/Pulaski Hwy**
- Turn left onto **Moravia Rd**
- Take the ramp onto **US-40 W**
- Turn right onto **N Paca St**
- Turn left onto **McCulloh St**
- Turn right onto **Dolphin St**
- Take the 2nd right onto **N Eutaw St**
- Destination will be on the right

From Frederick, Maryland

- **I-70 E** to the exit toward **I-695 S**
- Keep right at the fork and merge onto **I-695 S**
- Take exit **15A** to merge onto **US-40 E/Baltimore National Pike** toward **Baltimore**
- Slight left onto **Edmondson Ave**
- Turn right onto **W Franklin St**
- Continue onto **US-40 E/W Mulberry St**
- Continue to follow **US-40 E**
- Turn left onto **N Martin Luther King Jr Blvd**
- Turn left onto **McCulloh St**
- Turn right onto **Dolphin St**
- Take the 2nd right onto **N Eutaw St**

Destination will be on the right



ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement # P00B3400001

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 _____ (Agency Name) 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,

Jada Fletcher

Task Order Procurement Officer

Enclosures (2)

cc: Brian Smith

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Tax Field Audit System Update

TO Agreement Number: # P00B3400001

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Brian Smith

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.9.1 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: DLLR

TORFP Title: Tax Field Audit System Update

TO Manager: Brian Smith, 410-767-2490

To:

The following deliverable, as required by TO Agreement # P00B3400001, 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 _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP # P00B3400001 for the Tax Field Audit System Update. 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 Ms. Jada Fletcher, DLLR on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 2012, by and between the State of Maryland (“the State”), acting by and through its Department of Labor, Licensing and Regulation (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for the Tax Field Audit System Update TORFP No. P00B3400001 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

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

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

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

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

TO Contractor/TO Contractor's Personnel:

DLLR:

Name: _____

Name: Brian Smith _____

Title: _____

Title: TO Manager _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

<p>A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)</p>
<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<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>D) 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 D-5 and D-6 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 sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>D) 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>E) 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?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off</p> <p>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)</p> <p>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>

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

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 & Date: _____