

**Request for Resume (RFR)
CATS+ Master Contract
All Master Contract Provisions Apply**

Section 1 – General Information			
RFR Number: (Reference BPO Number)	E00B5400104		
Functional Area (Enter One Only)	Functional Area 10 – IT Management Consulting Services		
Labor Category/s			
<p><i>A single support staff or support groups of up to five members may be engaged for up to six months without renewal options. Awards for Major IT Development Project (MITDP)/Program Manager/Deputy PMs may have tenure of one base year with up to two optional years, or through the end of the project within the Master Contract term. An RFR is limited to only labor categories defined in the CATS+ RFP.</i></p>			
Enter the labor category/s to be provided:			
1. Senior Subject Matter Expert			
Anticipated Start Date	July 15, 2015		
Duration of Assignment	Up to six (6) months.		
Designated Small Business Reserve?(SBR): (Enter "Yes" or "No")	No.		
MBE Goal, if applicable	0.0%		
Issue Date: mm/dd/yyyy	05/29/2015	Due Date: mm/dd/yyyy	06/19/2015
		Time (EST): 00:00 am/pm	5:00 PM
Place of Performance:	Comptroller of Maryland 80 Calvert Street, Annapolis, MD 21401; and, 301 West Preston Street, Baltimore, MD 21201.		
Special Instructions: (e.g. interview information, attachments, etc.)	<p>After the technical evaluation of the responses, Comptroller of Maryland (COM) staff will conduct interviews (phone and/or in-person) for all candidates meeting the minimum requirements.</p> <p>In the event that there are more than ten (10) candidates meeting the minimum requirements, the COM will select the best qualified applicants for interviews.</p>		
Security Requirements (if applicable):	<ol style="list-style-type: none"> 1. Employee must show a Maryland State issued temporary employee badge to access COM buildings. Badge must be prominently displayed while on duty. 2. The selected Senior Subject Matter Expert must pass a criminal background check performed by the COM. 		
Special Invoicing Instructions:	See Section 2.8 of the CATS+ RFP for invoicing instructions.		
Section 2 – Agency Procurement Officer (PO) Information			
Agency / Division Name:	Comptroller of Maryland Office of Administration and Finance		
Agency PO Name:	Lesley Hunter	Agency PO Phone Number:	(410) 260-7222
Agency PO Email Address:	ITProcurement@comp.state.md.us	Agency PO Fax:	

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Agency PO Mailing Address:	80 Calvert Street, Room 215 Annapolis, MD 21401
Section 3 – Scope of Work	
Agency / Project Background	
<p>The COM is a State agency that administers a variety of state and local taxes. As part of its mission, the COM seeks IT Management Consulting services to support its current effort to produce and release a Request for Proposals (RFP) for an Integrated Tax System (ITS). The ITS will incorporate COM operational functions including returns processing, remittance processing, licensing, reporting, correspondence, audit, collections, tax compliance programs, fraud detection and prevention, appeals, and enforcement. The Contractor will review and provide feedback on draft RFP documents and prepare all RFP documents for release. At the COM’s option, the Contractor will also support the Evaluation Committee in reviewing and evaluating proposals received in response to the ITS RFP.</p> <p>Through the RFP process, the COM expects to select a contractor that can successfully deliver an ITS that meets its business needs, optimizes business processes, and provides a platform conducive to support by a modern workforce. Confidentiality during the RFP preparation and review process is of the utmost importance so as not to jeopardize the procurement process. COM staff has expertise in the administration of taxes and relevant business processes such as returns and payment processing, revenue accounting, audit, and collections. However, COM staff lacks expertise in the area of RFP development and review of major ITD projects. In addition to the draft documents, the contractor will have access to previously received RFI responses and COM subject matter experts to facilitate the contractor’s tasks of reviewing and finalizing the RFP.</p> <p>The ITS RFP seeks a solution that will replace COM’s State of Maryland Tax (SMART) system, Computer Assisted Collection System (CACs) and other outdated tax processing systems, and integrate with a robust data warehouse to both continue and expand revenue generating projects and provide enhanced reporting functionality. The integrated system will allow the COM to efficiently administer all taxes and fees required by law.</p> <p>Successful implementation will bring the COM a modernized system which makes use of current technologies and is supported by and adaptable to the mainstream IT workforce. Uniformity in processing across tax types will simplify compliance by taxpayers and allow for a more dynamic use of COM staff.</p>	
Job Description/s	
Labor Category/s (From Section 1 Above)	Duties / Responsibilities
1. Senior Subject Matter Expert (SSME)	<ol style="list-style-type: none"> 1. Review and validate all aspects of the COM’s draft RFP (including, but not limited to the RFP narrative, functional requirements, exhibits, contract, and attachments) for accuracy and completeness. The requirements validation process will require the SSME to be familiar with the COM’s business needs through interaction with the Project Team and key business stakeholders. 2. Assist the project team in refining and finalizing a requirements-based ITS RFP draft within four (4) weeks of the start date. All RFP documents must comply with State of Maryland Department of Information Technology (DoIT) guidelines. 3. The SSME will leverage his/her project and RFP experience to identify shortcomings in the draft RFP. 4. Suggest alternative and/or additional language based on findings in items 1-3 above to improve readability, document organization, clarity, and cohesion to produce a thorough and professional finalized RFP to elicit competitive, optimal responses from offerors. 5. Support the COM throughout the document review and update process by providing expertise and advice on incorporating reviewer recommendations while

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	<p>maintaining the integrity of the COM’s business needs.</p> <p>6. Deliver all RFP documents in ready for publication format by September 1, 2015.</p> <p>7. The SSME shall meet with COM personnel to discuss all information provided in 1-6 above on an as-needed basis, but not less than once per week.</p> <p>8. Assist the ITS evaluation team in the review and assessment of proposals received from potential offerors in response to the COM’s ITS RFP.</p> <p>The following duties may also be required, at the COM’s option, upon receipt of proposals:</p> <p>9. Within three (3) weeks of receipt of offers, identify and report on strengths and weaknesses of each offeror’s approach to critical business areas including:</p> <ul style="list-style-type: none"> (a) Meeting functional requirements; (b) Extent of customization to meet COM requirements; (c) Implementation approach; (d) Hardware and infrastructure solution; (e) Offeror’s approach to future upgrades/releases; and (f) Offeror’s approach to post-deployment maintenance and support <p>10. Within three (3) weeks of receipt of offers, identify and report on requirements not addressed or not addressed adequately in a proposal.</p> <p>11. Within three (3) weeks of receipt of offers, identify and report on challenges and areas in need of clarification in each offer and provide an approach to addressing each during offeror interviews and demonstrations.</p> <p>12. Meet with COM personnel to discuss all information provided in 8-11 above on an as-needed basis, but not less than once per week.</p>
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Minimum Qualifications

For minimum qualifications, see the labor category description in the CATS+ RFP for the subject RFR labor category. In addition, qualified candidates must meet the minimum qualifications specified below. **Candidates that do not meet minimum qualifications will be deemed not reasonably susceptible for award and will not progress to full evaluation.**

Labor Category/s (From Section 1 Above)	Minimum Qualifications
1. Senior Subject Matter Expert	<p>Education: Bachelor’s Degree from an accredited college or university in Business, Engineering, Computer Science, Information Systems, or other related discipline. A Master’s Degree or Ph.D. Degree is preferred.</p> <p>General Experience: At least 12 years of drafting, reviewing, and managing procurement contracts.</p> <p>Specialized Experience: At least 10 years of experience drafting, reviewing major IT RFPs, and managing IT procurement contracts.</p>

Preferred Qualifications

The additional Experience/Knowledge/Skills listed below are preferred by the State.

1. Senior Subject Matter Expert	<p>Excellent verbal and written communication skills.</p> <p>Experience drafting, reviewing, and managing contracts conforming to the State of Maryland’s Department of Information Technology’s (DoIT) guidelines, methodologies, and templates.</p> <p>Professional knowledge of federal and/or State taxes.</p> <p>Professional experience with application of Internal Revenue Service Publication 1075 tax information security guidelines.</p> <p>CPA, M.B.A., J.D., PMP, and/or ITIL.</p>
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Section 4 - Required Submissions

NOTE:

1. Master Contractors may propose only one candidate for each position requested.
2. Master Contractors electing not to propose in response to the RFR must submit a "Master Contractor Feedback Form" via the "Master Contractor Login" on the CATS+ web site.
3. Master Contractors proposing in response to the RFR must submit the documents below as separate files contained in two separate emails as follows:

Email 1 of 2 with "Technical": Master Contractor Name, RFR number, & candidate name in the subject line

1. Resume for each labor category described in the RFR (Attachment 1)
2. Three (3) current references that can be contacted for performance verification of the submitted consultant's work experience and skills. Telephone number and email address of reference is needed.
3. Copies of professional certifications.
4. School/training transcripts.
5. Non-Disclosure Agreement (Attachment 3)
6. Confidentiality of IRS and State Tax Information (Attachment 4)

Email 2 of 2 with "Financial": Master Contractor Name, RFR number, & candidate name in the subject line

1. Price Proposal (Attachment 2)
2. Conflict of Interest Affidavit/Disclosure (Attachment G in the CATS+ RFP)
3. Living Wage Affidavit (Attachment I in the CATS+ RFP)

Section 5 – Evaluation Criteria

Candidates meeting the Minimum Qualifications listed in Section 3 above will be evaluated for overall best value, as follows:

1. Specific work experience and relevant technical experience as indicated in Section 3 Minimum Qualifications and Preferred Qualifications
2. Education and certifications
3. References
4. Price

Basis for Award Recommendation

The Agency PO will recommend award to the Master Contractor whose proposal is determined to be the most advantageous to the State, considering price and the evaluation factors set forth in the RFR. The Agency PO will initiate and deliver a Task Order Agreement to the selected Master Contractor. **Master Contractors should be aware that if selected, State law regarding conflict of interest may prevent future participation in procurements related to the RFR Scope of Work, depending upon specific circumstances.**

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**ATTACHMENT 1
RFR RESUME FORM
RFR # E00B5400104**

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit only one resume per Labor Category described in Section 1 of the RFR. If the RFR requests multiple Labor Categories, use a separate resume form for

Labor Category: Senior Subject Matter Expert

Candidate Name:

Master Contractor:

A. Education / Training

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

B. Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Experience / Knowledge / Skill described in Section 3 of the RFR. Starts with the most recent experience first; do not include non-relevant experience.

[Organization] *Description of Work...*
 [Title / Role]
 [Period of Employment / Work]
 [Location]
 [Contact Person (Optional if current employer)]

[Organization] *Description of Work...*
 [Title / Role]
 [Period of Employment / Work]
 [Location]

<add lines as needed>

C. Employment History

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

D. References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / Email
<add lines as needed>			

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LABOR CATEGORY PERSONNEL RESUME SUMMARY

(ATTACHMENT 1 CONTINUED)

*“Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.

Proposed Individual’s Name/Company:	How does the proposed individual meet each requirement?
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LABOR CATEGORY TITLE – Senior Subject Matter Expert

Requirement	Candidate Relevant Experience *
Education: Bachelor’s Degree from an accredited college or university in Business, Engineering, Computer Science, Information Systems, or other related discipline. A Master’s Degree or Ph.D. Degree is preferred.	Education:
General Experience: At least 12 years of drafting, reviewing, and managing procurement contracts.	General Experience:
Specialized Experience: At least 10 years of experience drafting, reviewing, and managing IT procurement contracts.	Specialized Experience:
Preferred Qualifications: Excellent verbal and written communication skills. Experience drafting, reviewing, and managing contracts conforming to the State of Maryland’s Department of Information Technology’s (DoIT) guidelines, methodologies, and templates. Professional knowledge of federal and/or State taxes. Professional experience with application of Internal Revenue Service Publication 1075 tax information security guidelines. CPA, M.B.A., J.D., PMP, and/or ITIL.	

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

Master Contractor Representative:

Print Name

Signature

Date

Proposed Individual:

Signature

Date

Instruction: Sign each form.

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ATTACHMENT 2

PRICE PROPOSAL

RFR # **E00B5400104**

(This form is to be filled out by Master Contractors - Submit with the Financial Response)

	A	C	D
Senior Subject Matter Expert	Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (A x C)
(Enter the proposed resource name)	\$	1000	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

The Hourly Labor Rate cannot exceed the Master Contract rate, but may be lower. Proposed rates must be fully loaded, all inclusive, and shall include all direct and indirect costs for the Master Contractor to perform under the TOA. Evaluation Hours are for evaluation purposes only and do not represent actual hours to be worked or invoiced.

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ATTACHMENT 3**

NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20___, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a Resume in response to CATS+ RFR #E00B5400104 for Senior Subject Matter Expert. In order for the OFFEROR to submit a Resume, 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 Resume.
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 the Procurement Officer 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: _____

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NON-DISCLOSURE AGREEMENT (CONTRACTOR)**

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____, 20___, by and between the State of Maryland ("the State"), acting by and through its Comptroller of Maryland (COM, (the "Department or Agency"), and _____ ("Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the Contractor has been awarded a Task Order Agreement (the "Agreement") for Senior Subject Matter Expert RFR No. E00B5400104 dated _____, (the "RFR") issued under the Consulting and Technical Services procurement issued by the Department or Agency, Project Number 060B2490023; and,

WHEREAS, in order for the Contractor to perform the work required under the Agreement, it will be necessary for the State to provide the Contractor and the Contractor's employees and agents (collectively the "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 RFR and the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the Contractor in connection with the Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301) and protected health information (PHI) that is provided by a person or entity to the Contractor in connection with this Agreement. Confidential Information includes, by way of example only, information that the 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 Agreement.
2. Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Agreement. Contractor shall limit access to the Confidential Information to the Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the 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 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 Contractor. Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor's performance of the RFR or who will otherwise have a role in performing any aspect of the RFR, the 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. 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. 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 Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

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6. Contractor shall, at its own expense, return to the Department or Agency, all Confidential Information in its care, custody, control or possession upon request of the Department or Agency or on termination of the Agreement.

7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Master Contract Agreement between the Contractor and the State.

8. Contractor acknowledges that any failure by the Contractor or the 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 Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The 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 Contractor and the 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 Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

9. Contractor and each of the 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 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 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.

Contractor/Contractor's Personnel:

COM

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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**ATTACHMENT 4
CERTIFICATE OF CONFIDENTIALITY FOR CONTRACTORS
OF THE COMPTROLLER OF MARYLAND**

Part 1:

I understand that under federal and Maryland state law it is illegal for me:

- To disclose any information from *any* tax return, report, or document filed with *any* division of the Comptroller's Office;
- To willfully and without authorization alter, deface, destroy, remove, or conceal any public records; and
- To willfully and without authorization access *any* part of any computer system in the Comptroller's Office.

I will not examine any return, report, or document filed with the Comptroller unless a member of the Comptroller's project management staff directs me to do so, and then I will only examine those documents assigned to me.

I will hold any and all information I see in the strictest of confidence. I will not use it against any taxpayer for any personal reason nor will I use it to obtain special treatment or favors from any taxpayer.

I understand that the comptroller has the authority to adopt this certificate of confidentiality to carry out his administrative duties and that I must abide by its provisions during as well as after the conclusion of my contract with the Comptroller's Office.

I understand that if I violate any of these provisions, I will be subject to criminal prosecution and to disciplinary action under the law and the regulations.

The issue of confidentiality of tax data is addressed in:

Maryland Tax-General Article, §13-201, 202, 203, 204, 205, 206 and 1018

Maryland Criminal Law Article, §7-302 and 8-606

44 *Opinions of the Attorney General* 350 (1959)

Internal Revenue Service Publication 1075

Internal Revenue Code, 26 USC 6103, 7213, 7213A and 7431

Part 2:

Have you had any criminal convictions other than minor traffic violations? No Yes

If yes, explain: _____

Part 3: Signed this _____ day of _____, 20_____.

Contractor Name (please print)

Witness Name (please print)

Contractor Signature

Witness Signature