



**CONSULTING AND TECHNICAL SERVICES (CATS)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

PROJECT MANAGEMENT RESOURCES

CATS TORFP PROJECT E00P7200645

THE COMPTROLLER OF MARYLAND

ISSUE DATE: April 2, 2007

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is being issued to obtain the services necessary to satisfy the requirements defined in Section 2, Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. **All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not.** The form is accessible via your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050B6800025, including any amendments.

TORFP NAME:	Project Management Resources
FUNCTIONAL AREA:	FA10 – IT Management Consulting Services
TORFP ISSUE DATE:	April 2, 2007
Closing Date and Time:	May 1, 2007 at 12:00 pm
TORFP Issuing Office:	Comptroller of Maryland Information Technology Division Director's Office
Questions and Proposals are to be sent to: Questions should be submitted no later than 7 working days prior to TORFP Closing Date.	Comptroller of Maryland Information Technology Division (ITD) 108 Carroll Street Annapolis, MD 21401 Attention: John T. Salmon, Procurement Officer Email Address: mitspm@comp.state.md.us
TO Procurement Officer:	John T. Salmon Office Phone: (410) 260-7103 Fax: (410) 974-2762 e-mail: mitspm@comp.state.md.us
TO Manager:	Michael Dougherty Office Phone: (410) 260-7103 Fax: (410) 974-2762 e-mail: mitspm@comp.state.md.us
Project Number:	E00P7200645
TO Type:	Project Manager (PM) Services: Time and Materials Statement of Work (SOW) Services: Fixed Price

Period of Performance:	PM Services – One year plus two optional years SOW Services – Five Months
MBE Goal:	PM Services: Zero Percent SOW Services: 20 Percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	COM Annapolis and Baltimore Offices
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	As required to complete deliverables
TO Pre-Proposal Conference:	April 10, 2007 Time: 9:00 AM Assembly Room, L.L. Goldstein Treasury Building 80 Calvert Street, Annapolis, MD You must pre-register 24 hours prior to the conference via email: mitspm@comp.state.md.us

SECTION 1: ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by COM's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word 2003 format by functional area. The "subject" line in the e-mail submission shall state the TORFP #E00P7200645. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #E00P7200645 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #E00P7200645 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - Forms D-1 and D-2 (MBE documentation) and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 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 the 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.**

1.5 EMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com. The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT 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 (Attachment 4 of this TORFP) with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that under the State Ethics Law, State Government Article, §15-508, a person and their employer who assist or are involved in the drafting of specifications for a procurement are prohibited from submitting a proposal for that procurement, from assisting or representing another person, directly or indirectly, who is submitting a proposal for that procurement, and from participating in the implementation of those specifications, whether as a prime or subcontractor. The State Ethics Law may apply to TOs issued to Contractors under the CATS procurement.

1.7 NON-DISCLOSURE AGREEMENT

Certain documentation may be required by Offeror responding to this TORFP. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor,

employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 11.

1.8 SECURITY AND CONFIDENTIALITY AGREEMENT

All TO Contractor employees will be required to sign a security agreement and comply with all the terms of the security agreement in the form of Exhibit B. All TO Contractor employees will be assigned a photo id badge that must be displayed at all times and upon request of security personnel or branch management.

1.9 SITING REQUIREMENTS

The TO Contractor employees shall work on-site primarily in the Annapolis offices located at 108 Carroll Street, Annapolis, Maryland, and will be required to work on-site occasionally in the Baltimore offices located at 301 West Preston Street, Baltimore, Maryland

The COM will provide work space, telephones and computer equipment for the TO Contractor.

1.10 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

1.11 ABBREVIATIONS

For purposes of this TORFP, the following abbreviations or terms have the meanings indicated below:

A&A	Admissions and Amusement Tax System
ADC	Annapolis Data Center
CACS	Computer Assisted Collection System
COM	Comptroller of Maryland
COMAR	Code of Maryland Regulations
COTS	Commercial Off the Shelf Software
CD	Compliance Division
CR	Central Registration System

DBM	Department of Budget & Management
DBMS	Database Management System
IRS	Internal Revenue Service
ITD	Information Technology Division
ITPR	Information Technology Project Request
IV&V	Independent Verification and Validation
MBE	Minority Business Enterprise
MITIS	Modernized Integrated Tax System
NTE	Not To Exceed
PM	Project Manager
RAD	Revenue Administration Division
RFP	Request for Proposal
SDLC	System Development Life Cycle
SMART	State of Maryland Tax System
SOW	Statement of Work
TORFP	Task Order Request for Proposals
WBS	Work Breakdown Structure

SECTION 2: SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Comptroller of Maryland (COM) is issuing this CATS TORFP to obtain project management, requirements definition, and request-for-proposal (RFP) development support for the Modernized Integrated Tax System (MITS) project. Two functional service needs are required:

- Project management services (PM Services) of a qualified project manager and project manager assistant for the MITS project including participation in the MITS implementation RFP process
- Statement of Work services (SOW Services) for preparation of the scope of work for an RFP for implementation of the Modernized Integrated Tax System

COM reserves the right to make two awards, one per functional service request. Master Contractors may respond to one or both functional service needs. This task order would also allow COM to extend the project management services past the first year award of contract for two additional years.

2.1.2 REQUESTING AGENCY BACKGROUND

The Comptroller of Maryland provides executive leadership for Maryland's financial management services. The Comptroller is accountable for the fair and efficient collection of taxes, regulation of businesses, accurate forecasting and accounting of revenues and expenses, and the provision of technological services to State agencies. The COM's Revenue Administration Division, Compliance Division, Alcohol and Tobacco Tax Bureau and Motor Fuel Tax Bureau focus on the administration and collection of taxes and regulation of businesses.

The Revenue Administration Division processes personal, corporation, fiduciary, employer withholding, Maryland estate tax, tire fee, bay restoration fee, admissions and amusement tax, sales and use tax, alcohol and tobacco tax, and motor fuel tax returns. All remittances received with these returns are deposited through a Centralized Remittance Processing center and a lockbox facility. RAD is responsible for taxpayer service, taxpayer accounting for return adjustments, tax processing systems application control, revenue accounting, and reporting tax distributions to the subdivisions of Maryland.

The Compliance Division is responsible for the enforcement of all tax laws administered by the Comptroller, as well as tire fee and bay restoration fee, and for administering the Uniform Disposition of Unclaimed Property. The primary functions of the Compliance Division include auditing, collections, and various discovery activities. In conjunction with these activities, Compliance handles the levying of assessments, tax appeals, and legal enforcement.

The Alcohol and Tobacco Tax Bureau administers laws and regulations pertaining to the manufacture, storage, transportation, sale and distribution of alcoholic beverages and tobacco, and collects the excise taxes.

The Motor Fuel Tax Bureau administers the motor carrier and motor fuel taxes, and the motor fuel and lubricants laws.

2.1.3 PROJECT BACKGROUND

The Comptroller of Maryland is initiating a project to reengineer its current tax administration and tax collection systems into a Modernized Integrated Tax System (MITS) and establish a platform for data warehousing, including robust capabilities for the exchange of data. The MITS project is intended to accomplish three goals; first, to ensure that COM data processing technology remains current and reliable into the next decade, second, to provide additional functionality, including data warehousing with decision analytics capability, which will improve productivity, and third, to ensure that COM can readily respond to changing tax laws and state initiatives.

The two primary data processing systems are (1) the State of Maryland Tax System (SMART), a consolidated tax administration computer system that provides centralized processing for personal income tax, corporate income tax, employer withholding tax, sales and use tax, the tire fee and the bay restoration fee, and (2) the Computer Assisted Collections System (CACs) that provides collection functionality for four (4) tax types: Corporate Income Tax, Employer Withholding, Sales & Use Tax, and Admissions and Amusement Tax. Both of these systems are mainframe-based systems written in COBOL. The COM also maintains separate mainframe systems for admissions and amusement tax, motor fuel tax, alcohol and tobacco tax, and other legacy applications.

The COM's objectives for data warehousing include (1) flexible and user friendly access to data for queries and reporting; (2) use of data from various external and internal sources to provide the capability to identify candidates for some type of further processing action (such as, collections, non-filer discovery or auditing; (3) use of historical data to drive returns processing decisions while the return is being processed, (4) ability to easily provide data for the analysis of financial trends and revenue projections, and (5) simplify gathering of data for reporting requirements to the Maryland Legislature on results of tax law legislation. The MITS solution must accommodate the creation of a data warehousing platform to store data from other government agencies, financial institutions and data reporting companies. The data warehouse shall have the ability to sort and prioritize information for efficient selection of audits and strategic handling of returns processing and collection activities. The data warehouse shall maintain full taxpayer history or profile including bank, wage and credit information and have capability to accept added data from any source. The data warehouse shall be user friendly and allow for a typical user to set various parameters to obtain information. This capability shall enhance returns processing and collection analysis and reporting.

The MITS solution and data warehouse must have data analytics capabilities that provide scoring or ranking of candidates and cases to determine a returns processing or collectibility score. For

example, data analytics would be used to determine collectibility scores to prioritize case assignments on non-filer cases. The data analytics capability will be able to differentiate treatments based on case characteristics.

Additional information on known issues with SMART and CACS are included in Exhibits C and D, respectively. Information on the IT infrastructure supporting both systems is provided in Exhibit E.

The Comptroller of Maryland recognizes that information systems development efforts must be well managed in order to meet the needs of the business areas and to be accomplished on-time and within budget. The objective of this Task Order RFP is to acquire MITS project team staff to provide PM Services and SOW Services under this TORFP. This work will be done primarily at the COM offices located at 108 Carroll Street, Annapolis, MD and occasionally 301 West Preston Street, Baltimore, MD.

2.2 TECHNICAL REQUIREMENTS

There are two separate services required in this TO. One is for a project manager and an assistant to the project manager to oversee the MITS project for COM, assisting with the development of the RFP to implement MITS and managing the implementation contractor who will develop the system. The PM services shall be quoted on a time and material basis. The second service is for the preparation of the scope of work – the functional requirements definition – that will be part of the RFP to obtain an implementation contractor who will develop the Modernized Integrated Tax System. The SOW services shall be quoted on a fixed price basis.

PM Services:

The PM Services requires TO Contractor personnel familiar with managing large, complex projects, Maryland State procurement requirements, Maryland's System Development Life Cycle methodology and development of requirements based RFPs.

Over the first year of this contract it is required that an amount not-to-exceed 2040 hours of work will be needed, each, from the full-time project manager and the full-time assistant to the project manager. For each of the two option years it is expected that the PM services for the project manager will continue to be needed on a full-time basis in the amount not-to-exceed 2040 hours while the assistant will be lower due to a part-time role in an amount not-to-exceed 1020 hours.

SOW Services:

The SOW Services requires TO Contractor staff familiar with the development of functional and technical requirements, development of requirements based RFPs, and Maryland's System Development Life Cycle methodology. The Master Contractor shall propose the hours and type of staff necessary to complete the scope of work-functional requirements for the RFP to the fixed price.

2.2.1 DELIVERABLES

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 Project 2003. Documentation identified as "SDLC" (system development life cycle) shall be created based on the templates provided by the Department of Budget & Management's Office of Information Technology. The templates are available from the DBM website, and the COM will provide copies of the templates to the TO Contractor.

An outline of each major deliverable will be required before beginning of development of the deliverable. This outline will be reviewed by the TO project team and approved by the TO Manager. It is anticipated at least one if not several meetings will be required with TO project team to insure content coverage is complete.

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:

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

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

- Be presented in a format appropriate for the subject matter and depth of discussion.

- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the Section of the deliverable being discussed.

Acceptance of contract deliverables shall be in accordance with the following procedures:

- All deliverables from the contract shall be the property of the Comptroller's Office.
- Each deliverable will be delivered to the TO Manager.
- 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. The TO Manager will send a memo indicating the receipt of deliverables to the Contractor, and will ensure a copy is given to the TO Procurement Officer.
- Following review of the deliverable (to be completed within 15 working days of notice of receipt of deliverables), 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 Section 2.6-Invoicing).
- The TO Manager will send a letter/memo to the Contractor, indicating any required changes; a copy will be provided to the TO Procurement Officer. A final letter/memo from the TO Manager, indicating the deliverable is accepted, must be provided to the TO Procurement Officer. The TO Procurement Officer will check the acceptance letter/memo for completeness and accuracy before processing the Contractor invoice. All memos and letters shall be transmitted via email.
- Successful completion of each of the following is required for acceptance of the deliverables:
 - Deliverables satisfy the requirements of this TORFP;
 - Deliverables are complete and approved;
 - Documentation is provided and completed as required;
 - The TO Manager and Agency TO Procurement Officer have approved

acceptance of the deliverables.

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

The results of all research and the documents developed by the TO Contractor on behalf of the Comptroller of Maryland under this TORFP shall become the property of the State.

2.2.1.1 PM Services – Initiation Phase

The TO Contractor shall attend a kick-off meeting to meet the COM MITS Project Team and review the scope of work.

The TO Contractor shall review the SDLC-Concept Proposal for the MITS project and maintain the document as required by the SDLC methodology.

The TO Contractor shall prepare and maintain the SDLC-Project Management Charter for the MITS project.

2.2.1.2 PM Services – Request for Information

The TO Contractor shall prepare a Request for Information (RFI) to gather information on available methods for implementing a modernized integrated tax system that satisfies the objectives of the agency. The TO Contractor shall develop a list of vendors providing integrated tax systems to be used in soliciting the RFI. The TO Contractor will present the results of the RFI to the MITS Project Team. The TO Contractor shall coordinate vendor presentations by RFI respondents.

The TO Contractor shall research other states tax systems, analyze the results of the RFI, gather information on all vendors with integrated tax system solutions, gather information from COM stakeholders (RAD, CD and ITD representatives) and research other sources as appropriate to prepare a recommendation describing a proposed solution and approach the COM might use to implement MITS. The recommendation must identify any possible “early wins” and how those functions may be implemented.

2.2.1.3 PM Services – System Concept Development Phase

The TO Contractor shall prepare and maintain the SDLC-System Boundary Document and SDLC-Risk Management Plan that support the objectives of the MITS project and requirements of the State SDLC methodology under the System Concept Development Phase.

The TO Contractor shall assist with the development of the Information Technology Project Request (ITPR) budget request.

2.2.1.4 PM Services – Planning Phase – Requirements Definition

The TO Contractor shall prepare and maintain the SDLC-Project Management Plan-Requirements Definition to oversee the work performed by the contractor performing the SOW Services. The SDLC-Project Management Plan must document project scope, tasks, schedules, resources and any interrelationships with other projects. The plan must detail the functional units involved, required job tasks, cost and schedule performance measurement, milestone and review scheduling. The plan must include a work breakdown structure for the work using Microsoft Project 2003. The plan must have a change management section to define the process to address project scope changes.

2.2.1.5 PM Services – Planning Phase – MITS Implementation

The TO Contractor shall work with the major project development contractor responsible for implementation of the MITS, overseeing the development and maintenance of the SDLC-Project Management Plan-MITS implementation.

The SDLC-Project Management Plan must document project scope, tasks, schedules, resources and any interrelationships with other projects. The plan must detail the functional units involved, required job tasks, cost and schedule performance measurement, milestone and review scheduling. The plan must include a work breakdown structure for the work using Microsoft Project 2003. The plan must have a change management section to define the process to address project scope changes. The MITS Implementation Project Management Plan must be revised at the end of each phase of the SDLC.

2.2.1.6 PM Services – Project Management

Ongoing project manager services shall include but are not limited to the following:

- Develops and then maintains WBS on MITS project activities using Microsoft Project 2003 on a weekly basis;
- Prepares summary minutes for all meetings between COM staff and the TO Contractor and files in the project workspace;
- Prepares a bi-weekly project status report for COM;
- Prepares a quarterly Department of Budget and Management status report for the TO Manager in DBM prescribed format according to deliverable schedule;
- Functions as a liaison with COM employees, the TO Contractor employees performing the SOW Services, and the contractor implementing the MITS;
- Prepares and maintains, or oversees the preparation and maintenance by the major project development contractor of, the SDLC documentation required in the Requirements Analysis Phase, Design Phase, Development Phase, Integration and Test Phase, Implementation Phase, and the Operations and Maintenance Phase
- Manages Change Control, Issues escalation and resolution, Schedule, Costs, and Resources as defined in the project management plan;

- Reviews deliverables by the major project development contractor for completeness, adherence to standards and contract requirements;
- Works closely with functional managers to resolve team members' workload conflicts;
- Ensures appropriate product-related training and documentation are developed and made available through project team meetings;
- Develops a communications plan for project;
- Functions as the project manager for the MITS implementation, performing functions such as, but not limited to:
 - Functions as a liaison with COM employees and the contractor implementing the MITS
 - Prepares and maintains, or oversees the preparation and maintenance by the major project development contractor of, the SDLC documentation required in the Requirements Analysis Phase, Design Phase, Development Phase, Integration and Test Phase, Implementation Phase, and the Operations and Maintenance Phase
 - Manages Change Control, Issues escalation and resolution, Schedule, Costs, and Resources as defined in the project management plan;;
- Prepares a CATS TORFP (or similar vehicle) for Independent Verification and Validation Services on the MITS project; and
- Performs other work as required to support implementation of the modernized integrated tax system.

2.2.1.7 PM Services – RFP Assistance

The TO Contractor shall provide the following assistance for the development of an RFP to implement the MITS:

- Validate functional requirements and provide support for the RFP process;
- Develop a draft RFP for implementation of the MITS using the Scope of Work and other documentation created by the contractor performing the SOW Services;
- Work with the MITS Project Team to finalize the RFP; and
- Work with the ITD Procurement Officer and MITS Project Team to manage the RFP process and assist in the evaluation of responses to the RFP.

The draft version of the RFP document must meet all COMAR Title 21 Procurement Regulations requirements applicable to the procurement. The review and validation of the work performed by the SOW Services TO Contractor in development of the scope of work and the evaluation methodology for the proposals submitted in response to the RFP are also considered to be part of the PM services. The TO Contractor will work with the MITS project team to gather information for the RFP.

2.2.1.8 PM Services - Project Bi-Weekly Status Report

The TO Contractor will prepare a bi-weekly status report of the project 2 business days after the end of each bi-weekly period. The status report must cover the milestones due that time period and any overdue milestones, status of all tasks, new risks identified, scope changes and any other

project issues. Issues must include identification, escalation and resolution steps. (Reference 2.7 Reporting)

The TO Contractor shall meet with the MITS Project Team bi-weekly at the COM Annapolis offices 3 business days after each bi-weekly period to review the status report.

2.2.1.9 PM Services – Project Quarterly DBM Status Report

The TO Contractor will prepare for the TO Manager a quarterly status report 5 business days after the end of each calendar quarter. The report shall be in a format as required by DBM.

2.2.1.10 PM Services – Deliverable/Delivery Schedule

COM will provide to the Contractor Notice to Proceed for services.

2.2.1.1	PM Services – Initiation Phase Kick-Off Meeting SDLC-Concept Proposal Review SDLC-Project Management Charter	NTP + 10 Calendar Days NTP + 20 Calendar Days NTP + 20 Calendar Days
2.2.1.2	PM Services – RFI RFI Document Issued RFI Response/Vendor Report Recommendation (Summary of RFI results, Alternative, Recommendation)	NTP + 30 Calendar Days NTP + 60 Calendar Days NTP + 70 Calendar Days
2.2.1.3	PM Services – System Concept Development Phase SDLC-System Boundary Document SDLC-Risk Management Plan IT Project Request (ITPR)	NTP + 30 Calendar Days NTP + 45 Calendar Days NTP + 70 Calendar Days
2.2.1.4	PM Services – Planning Phase- Requirements Definition SDLC-Project Management Plan	This deliverable will be coordinated with the SOW contractor’s NTP + 10 Calendar Days
2.2.1.5	PM Services – Planning Phase-MITS Implementation SDLC-Project Management Plan	This deliverable will be coordinated with the major project development contractor’s NTP + 20 Calendar Days
2.2.1.6	PM Services – Project Management	NTP + ongoing
2.2.1.7	PM Services – RFP Assistance Draft RFP	This deliverable will be coordinated with the SOW contractor’s NTP + 100 Calendar Days
2.2.1.8	PM Services – Project Bi-Weekly Status Report ; Status Meetings	NTP + 2 and 3 business days after end of each bi-weekly period
2.2.1.9	PM Services – Project Quarterly DBM Status Report	NTP + 5 business days after end of each calendar quarter

2.2.1.11 SOW Services – Initiation/Planning Phase – Requirements Definition

The development of the scope of work for the COM's new Modernized Integrated Tax System is the main focus of work for the SOW Services component of this TORFP. The development of an evaluation methodology for proposals submitted in response to an RFP containing the scope of work is also considered to be part of the SOW services.

The TO Contractor shall attend a kick-off meeting to meet the COM MITS Project Team and review the scope of work.

The TO Contractor shall work with the Project Manager to prepare and maintain the SDLC-Project Management Plan. The SDLC-Project Management Plan must document project scope, tasks, schedules, resources and any interrelationships with other projects. The plan must detail the functional units involved, required job tasks, cost and schedule performance measurement, milestone and review scheduling. The plan must include a work breakdown structure for the work using Microsoft Project 2003. The plan must have a change management section to define the process to address project scope changes.

2.2.1.12 SOW Services – Develop Functional and Technical Requirements

The TO Contractor shall develop the functional and technical requirements as follows:

- Conduct workshops (the minimum number per division is indicated in parenthesis below) with the following functional units of the COM to gather information and observe the current systems. The TO Contractor shall conduct two (2) types of workshops: Interview Workshops and a Review Workshop in each area designated. One or more of the workshops shall be Interview Workshops dedicated to interviewing, fact gathering, and observation of current systems. One workshop will be a Review Workshop to review the functional requirements and inventory of current and future business processes gathered and documented as a result of the previous Interview workshops. For example, if 3 minimum workshops are designated for a particular group, the TO Contractor shall conduct at least 2 Interview workshops and 1 Review workshop. The final review workshop for any group designated "Director and other Management" must be conducted after the final review workshops with the Business Function Teams for that division and be a review of all the requirements and information gathered and documented for that division.

Compliance Division:

(2 Minimum)

(3 Minimum)

Director and other Management

Business Functional Team-representing the following units:

Accounting/System Support

Business Tax Audits

Collections-Business Tax

Collections-Personal Income Tax

Compliance Programs
Hearings & Appeals

Revenue Administration Division:

(3 Minimum)

Director and other Management

(5 Minimum)

Business Functional Team-representing the following sections:

Electronic Processing

Returns Processing

Revenue Accounting

Taxpayer Accounting

Taxpayer Services

Information Technology Division:

(2 Minimum)

Director and other Management

(3 Minimum)

Technical Requirements Team-representing the following sections:

Services Support-Mainframe & Security

Technical Services Support-Distributed & Network

Application Development Section

Other Divisions or Bureaus:

(3 Minimum)

Regulatory & Enforcement Division:

Alcohol & Tobacco Tax Bureau

State License Bureau

Motor Fuel Tax Bureau

Bureau of Revenue Estimates

- Develop an inventory of Current & Future Business Processes and sub-processes that aligns with the functional and technical requirements. The inventory must include descriptions of each process and sub-process and have the ability to group processes by functional purpose. The TO Contractor shall create and maintain the inventory in Microsoft Access 2003.
- Expand the above inventory to include Current and Future Business Processes by identifying desired enhancements to the current business processes and sub-processes. Using an indicator to identify the processes as enhancements and include a ranking provided by the division's functional team based on 1=must have, 2=very beneficial, 3=beneficial.
- Prepare a draft scope of work document based on the functional and technical requirements gathered from the workshops and meetings with the MITS Project Team. The scope of work document must follow the standard format used in state-issued RFPs and TORFPs.
- Prepare or gather draft copies of any supporting documentation needed to clarify the functional and technical requirements of the scope of work (workflow diagrams, file layouts, organizational charts, etc.).

- Develop an evaluation methodology (“evaluation methodology”) for the scope of work that will become part of the MITS implementation RFP (See Section 2.2.2).
- Discuss the status of the fact gathering, interviewing and documenting of the scope of work at each bi-weekly project status meeting.
- Conduct at least 2 workshops with the MITS Project Team to review the draft scope of work, supporting documentation, inventory of current and future business processes, and evaluation methodology. The goal of the workshops will be to discuss all work products and finalize the documentation.

2.2.1.13 SOW Services – Final Scope of Work Document

The TO Contractor shall revise the draft scope of work, the supporting documentation, Inventory of Current and Future Business Processes, and evaluation methodology based on the workshops, bi-weekly status meetings and discussions with the MITS Project Team.

Final Scope of Work-Version One: The TO Contractor shall prepare a Final -Version One of the scope of work document, supporting documentation, Inventory of Current and Future Business Processes, and evaluation methodology and forward to the MITS Project Team.

MITS Project Team Review-One: The TO Contractor shall meet with the MITS Project Team to review and discuss Version One of the finalized scope of work document, supporting documentation, Inventory of Current and Future Business Processes, and evaluation methodology.

Final Scope of Work-Version Two: The TO Contractor shall prepare a Final Version Two of the scope of work document, supporting documentation, Inventory of Current and Future Business Processes, and evaluation methodology based on the review and discussions with the MITS Project Team-Review 1 session and forward to the MITS Project Team.

MITS Project Team Review-Two: The TO Contractor shall meet with the MITS Project Team to review and discuss Version Two of the finalized scope of work document, supporting documentation, Inventory of Current and Future Business Processes, and evaluation methodology.

Final Scope of Work: The TO Contractor shall prepare a Final Version of the scope of work document, supporting documentation, Inventory of Current and Future Business Processes, and evaluation methodology based on the review and discussions of Version 2 with the MITS Project Team during the second review session and forward to the MITS Project Team.

2.2.1.14 SOW Services - Project Bi-Weekly Status Reporting

The TO Contractor will prepare a bi-weekly status report of the project 2 business days after the end of each bi-weekly period. The status report must cover the milestones due that time period and any overdue milestones, status of all tasks, new risks identified, scope changes and any other project issues. Issues must include identification, escalation and resolution steps. (Reference 2.7 Reporting)

The TO Contractor shall meet with the MITS Project Team bi-weekly at the COM Annapolis offices 3 business days after the end of each bi-weekly period to review the status report.

2.2.1.15 SOW Services – Deliverable/Delivery Schedule

COM will provide to the contactor Notice to Proceed for this service.

2.2.1.11	SOW Services – Initiation Phase Kick-Off Meeting SDLC-Project Management Plan	NTP + 10 Calendar Days NTP + 10 Calendar Days
2.2.1.12	SOW Services – Develop Functional & Technical Requirements Conduct Interview Workshops Conduct the Review Workshops Inventory of Current & Future Business Processes Draft Scope of Work and supporting documentation Evaluation Methodology MITS Project Team Workshop-1 MITS Project Team Workshop-2	NTP + 60 Calendar Days NTP + 90 Calendar Days NTP + 90 Calendar Days NTP + 100 Calendar Days NTP + 100 Calendar Days NTP + 101 Calendar Days NTP + 120 Calendar Days
2.2.1.13	SOW Services –Final Scope of Work document Version One: Scope of Work, supporting documentation, inventory, evaluation methodology MITS Project Team Review One Version Two: Scope of Work, supporting documentation, inventory, evaluation methodology MITS Project Team Review Two Final Version: Scope of Work, supporting documentation, inventory, evaluation methodology	NTP + 130 Calendar Days NTP + 131 Calendar Days NTP + 140 Calendar Days NTP + 141 Calendar Days NTP + 150 Calendar Days
2.2.1.14	SOW Services – Project Bi-Weekly Status Report Project Bi-Weekly Status Meeting	NTP + 2 business days (report) and 3 business days (meeting) after end of each bi-weekly period

2.2.2 EVALUATION METHODOLOGY CONSIDERATIONS

In developing the evaluation methodology, the TO Contractor shall include the following decision factors that may be used by the COM in evaluating responses the technical and financial responses to the RFP to implement the MITS solution:

- Improve Business Processes – The ability to improve existing business processes and create operational efficiencies.
- System Integration – One view of the taxpayer to improve tax administration, collection and reporting.
- Ability to Customize – The flexibility and ease of customizing the application software to accommodate tax processing unique to the State of Maryland, and enhance or modify the application to accommodate annual laws changes,.
- Maintenance and Support -- The ability to provide out-year support and software maintenance, and the cost of such support/maintenance.
- Security – The security system’s ability to satisfy all the security, control and accountability requirements.
- User Friendliness – The ability to easily maintain the application and a user friendly, graphical environment.
- Mainstream Technology – The installed base of the proposed solution, the solutions roadmap and lifecycle.
- Time to Implement/Develop – The amount of time required to successfully develop and implement the complete solution.
- Project Success Factors – The ability to evaluate the potential success factor of proposed solutions in comparison with each other.
- Cost – Costs for hardware, software, customization, implementation, development, out-year support for application and licensing, and on-going costs.

2.2.3 ADDITIONAL CONSIDERATIONS

The COM will provide the TO Contractor with access to functional and technical requirements prepared in 2006 with the objective of replacing the current Computer Assisted Collections System (CACS). The SOW Services-TO Contractor shall use these to validate the requirements and modify per results of the Interview and Review Workshops with the Compliance Division (see Section 2.2.1.12)

The TO Contractor shall work on-site at the Annapolis and/or Baltimore COM offices when conducting workshops and interviews, observing current systems and attending meetings.

2.2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The State of Maryland Title 21 State Procurement Regulations at www.dsd.state.md.us/comar/subtitle_chapters/21_Chapters.htm
- F) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

2.3 CONTRACTOR EXPERTISE REQUIRED

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO 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.

A Master Contractor must demonstrate that it possesses experience in executing a project of a size comparable to that contained herein in a tax collection environment for a government unit.

2.4 CONTRACTOR STAFF MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory.

PM Services

The individual proposed for the project manager of this Task Order must possess current certification as a Project Manager – Project Management Institute (PMI) certified Project Management Professional (PMP®) or Industry equivalent. While COM prefers the PMP®

certification, equivalent certifications will be acceptable provided the TO Contractor's proposing alternate certifications can demonstrate that they are functionally equivalent to the PMP® certification. The proposed Project Manager must have experience (1) in creating and updating SDLC documents, (2) managing the collection and documenting of functional and technical requirements, and (3) functioning as project manager for the successful implementation of large, complex computerized applications. Resumes must demonstrate at least five (5) years experience where this knowledge and experience were applied.

The individual proposed for the project manager must have excellent verbal and written communication skills, contract management, project management and coordination and organizational skills. Resumes must demonstrate at least five (5) years experience where these skills were applied.

The individual proposed for the assistant (technical writer/editor) to the project manager must have experience in gathering information, performing research, documenting results, and creating and updating SDLC documents. The individual proposed for the assistant to the project manager must have excellent verbal and written communication skills. Resumes must demonstrate at least two (2) years experience where the required knowledge and skills were applied.

The individuals proposed for both the project manager and assistant must adhere to the system development life cycle (SDLC) methodology established by the Department of Budget & Management (DBM) for all major Information System efforts.

SOW Services

Proposed staff for this TORFP must have experience collecting and documenting functional and technical requirements in a scope of work format for large, complex computerized applications. Resumes must demonstrate at least five (5) years experience individually where this type of work was performed. Experience collecting and documenting requirements, preparing scope of work or complete RFPs for integrated tax systems is preferred.

Individuals proposed for this TORFP must have excellent verbal and written communication skills, contract management, and coordination and organizational skills. Resumes must demonstrate at least five (5) years experience individually where these skills were applied.

2.5 RETAINAGE

Fifteen percent (15%) of each invoice up to 15% of the total contract price for SOW Services shall be held by the agency as retainage. Disbursement of the total retainage will be dependent upon and occur 30 days following: (1) the completion of the Performance Period and (2) acceptance and sign-off of the Final Versions of the deliverables by the agency Project Manager and TO Procurement Officer. Retainage applies to SOW Services only.

If the SOW Services Contractor fails to meet the requirements as defined in Section 2 - Scope of Work or the Final Versions of the deliverables as described in Section 2.2.1.13 do not meet

acceptance by the agency Project Manager, the contractor shall rectify the performance problem or complete the specification to State's satisfaction within two weeks or as directed by the agency Project Manager, at no cost to the State. If the State is not satisfied within this timeframe, the contractor forfeits the retainage, unless otherwise determined by the State.

2.6 INVOICING

For PM Services, payments will be made monthly based upon time and materials and with the completion and acceptance of any deliverables defined within that month in section 2.2.1.10.

For SOW Services, the fixed price costs will be invoiced in four (4) payments as described on Attachment 1B-Price Proposal Form upon acceptance of the deliverables defined in section 2.2.1.15 and referenced on the price proposal form. As described in Section 2.5, 15% of each invoice up to 15% of the total contract price for SOW Services shall be held by the agency as retainage.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal 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.

2.6.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

A) The invoice shall identify the Comptroller of Maryland as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Comptroller of Maryland at the following address:

Information Technology Division
P. O. Box 2367
Annapolis, MD 21404 – 2367
Attn: Fiscal Services

C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.7 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct bi-weekly status meetings. A bi-weekly project status report shall be submitted 2 business days after the end of each bi-weekly period and prior to the bi-weekly status meeting with the TO Manager and shall contain, at a minimum, the following information:

PM Services

- TO Requesting Agency name, TO Agreement number, functional area name, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the bi-weekly period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Microsoft Project 2003 file updated to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

SOW Services

- TO Requesting Agency name, TO Agreement number, functional area name, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the bi-weekly period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.

- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.8 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

2.9 PERFORMANCE EVALUATION

TO Contractor's personnel for PM services and SOW services will be evaluated by the TO Manager on a monthly basis. The TO Contractor personnel will also be evaluated based upon meeting the schedule for each deliverable and the quality of the deliverable (Section 2.2.1 defines standards for deliverables). If as a result of an evaluation the TO Manager has determined there are issues with the performance of TO Contractor personnel, the TO Manager will notify both the TO Contractor and the TO Contractor personnel by email, identifying the issue and the expected action(s) to correct the issue. Within 3 business days the TO Contractor must provide a response to the notice for the correction of issues.

2.10 NON PERFORMANCE OF PERSONNEL

In the event that COM is dissatisfied with the TO Contractor's personnel for not performing to the standards as specified in Section 2.9, the TO Contractor personnel may be removed at the TO Manager's discretion. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.11 SUBSTITUTION OF PERSONNEL

The TO Contractor shall propose only staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract.

2.12 MAJOR PROJECT BIDDING RESTRICTION

This is a notification that any TO contractor or sub-contractor receiving an award of any part of this TORFP will be precluded from participating in the procurement of the Modernized Integrated Tax System.

SECTION 3: TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one or two possible responses: 1) a proposal and/or 2) a completed Master Contractor's Feedback form submitted electronically off of the CATS web site.

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services – Work Plan

- 1) **Requirements:** A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) **Risk Assessment:** An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) **Proposed Solution:** A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) **Proposed Tools:** A description of all proposed tools that will be used to facilitate the work.
- 6) **Tasks and Deliverables:** A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of status reporting (see Section 2.7).

- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

C) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work. (See TO Contractor Minority Business Enterprise Reporting Requirements - Attachment 2 - for details).
- 2) All required MBE documentation (Attachment 2 - Forms D1 and D-2).

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed for each functional service area (PM Services and SOW Services) bid that were similar in scope to the services defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
 - i. Name of organization.
 - ii. Name, title, and telephone number of point-of-contact for the reference.
 - iii. Type and duration of contract supporting the reference.
 - iv. The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - v. Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - i. The State contracting entity,
 - ii. A brief description of the services/goods provided,
 - iii. The dollar value of the contract,
 - iv. The term of the contract,
 - v. Whether the contract was terminated prior to the specified original contract termination date,
 - vi. Whether any available renewal option was not exercised,

- vii. The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

E) Proposed Facility

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

F) State Assistance

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

G) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;

B) Attachment 1 - Completed Financial Proposal, including:

Separate proposal for each of the two services in this TORFP;

Attachment 1A must be used for PM Service; and

Attachment 1B must be used for SOW Service.

SECTION 4: PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- The experience and certifications required in Sections 2.3 and 2.4, of the Master Contractor's proposed personnel.
- Experience of the Master Contractor's proposed personnel performing the duties and responsibilities required in Section 2.2.
- Proposed personnel experience in functioning as the project manager; and/or gathering and documenting requirements for the implementation of or replacement of large, complex computerized applications, preferably integrated tax systems.
- The Master Contractor's understanding of the work to be accomplished.

4.3 SELECTION PROCEDURES

Duties and responsibilities for each service as defined separately within referenced sections.

- A) Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.4 of the TORFP. Master Contractors' proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- B) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- C) The State may conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- D) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

- E) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1A –PRICE PROPOSAL, PM SERVICES

YEAR 1 (BASE) – PM SERVICES			
Labor Categories	Hourly Labor Rate	Annual Hours Proposed by Category	Proposed Price By Category
Project Manager		2040	\$
Technical Writer/Editor		2040	\$
			\$
			\$
			\$
			\$
Total Annual Hours Proposed			
Total Proposed Price for Year 1			\$
Total Proposed Price T&M and Administration/Management			\$
Total Proposed Not-to-Exceed Price in Year 1			\$

The hourly labor rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly labor rate cannot exceed the Master Contract Rate, but may be lower. Time for travel will be reimbursed as allowed in Section 2.2.4 of the Master Contract.

ATTACHMENT 1A – PRICE PROPOSAL, PM SERVICES – YEAR 2
(OPTIONAL)

YEAR 2 (OPTION) PM SERVICES			
Labor Categories	Hourly Labor Rate	Annual Hours Proposed by Category	Proposed Price By Category
Project Manager		2040	\$
Technical Writer/Editor		1020	\$
			\$
			\$
			\$
			\$
Total Annual Hours Proposed			
Total Proposed Price for Year 2 (OPTION YEAR)			\$
Total Proposed Price For T&M and Administration/Management			\$
Total Proposed Not-to-Exceed Price in Year 2			\$

The hourly labor rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly labor rate cannot exceed the Master Contract Rate, but may be lower. Time for travel will be reimbursed as allowed in Section 2.2.4 of the Master Contract.

ATTACHMENT 1A – PRICE PROPOSAL, PM SERVICES – YEAR 3
(OPTIONAL)

YEAR 3 (OPTION) PM SERVICES			
Labor Categories	Hourly Labor Rate	Annual Hours Proposed by Category	Proposed Price By Category
Project Manager		2040	\$
Technical Writer/Editor		1020	\$
			\$
			\$
			\$
			\$
Total Annual Hours Proposed			
Total Proposed Price for Year 3 (OPTION YEAR)			\$
Total Proposed Price For T&M and Administration/			\$
Total Proposed Not-to-Exceed Price in Year 3			\$

The hourly labor rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly labor rate cannot exceed the Master Contract Rate, but may be lower. Time for travel will be reimbursed as allowed in Section 2.2.4 of the Master Contract.

ATTACHMENT 1A – SUMMARY PRICE PROPOSAL FORM, PM SERVICES

SUMMARY FINANCIAL PROPOSAL THREE YEARS (BASE PLUS TWO OPTIONS) PM SERVICES	
TOTAL PROPOSED NTE PRICE FOR YEAR 1 (BASE)	\$
TOTAL PROPOSED NTE PRICE FOR YEAR 2 (OPTION)	\$
TOTAL PROPOSED NTE PRICE FOR YEAR 3 (OPTION)	\$
GRAND (NOT-TO-EXCEED) TOTAL, BASE PLUS TWO OPTIONS:	\$

Authorized Individual Name

Company Name

Title

Corporate Federal Tax ID No.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 1B - PRICE PROPOSAL FORM, SOW SERVICES

Identification	Deliverables	Proposed Price
2.2.1.11.1	Kick-off Meeting and SDLC-Project Management Plan	
2.2.1.12.1 and 2.2.1.14	Interview Workshops, Review Workshops, Inventory of Business Processes, and Draft Scope of Work with supporting documentation Project Bi-Weekly Status Reports and Status Meetings for this time period	
2.2.1.12.2 and 2.2.1.14	Technical and Financial Evaluation Methodology, and MITS Team Workshops 1 and 2 Project Bi-Weekly Status Reports and Status Meetings for this time period	
2.2.1.13 and 2.2.1.14	Final Versions of Scope of Work with supporting documentation, Inventory of Business Processes, Evaluation Methodology, and MITS Team Reviews Project Bi-Weekly Status Reports and Status Meetings for this time period	
Total Proposed Fixed Price		

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE (MBE) FORMS
TO CONTRACTOR MBE REPORTING REQUIREMENTS
CATS TORFP #E00P7200645**

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 TO Agreement, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for this TORFP. Part of that effort, 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 TO Agreement and submit one copy to each of the locations indicated at the bottom of the form. The report is due not later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due not 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 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 not 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 the form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime TO 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.

ATTACHMENT 2 – MBE FORMS

FORM D-1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

Offeror shall complete and submit a separate Form D-1 (Certified MBE Utilization and Fair Solicitation Affidavit) with each TO Technical Proposal for which it proposes an assessment. If the Offeror fails to submit this Form D-1 with the TO Technical Proposal for each assessment proposed, the TO Procurement Officer shall determine that any TO Proposal for which the Form D-1 was not submitted is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. E00P7200645, I affirm the following:

1. I acknowledge the overall certified MBE participation goal of ___ percent 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 I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____percent and request a waiver of the remainder of the goal. If I am the apparent TORFP 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 each certified MBE by completing and submitting an MBE Participation Schedule (Attachment D-2) with the TO Technical 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 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 the offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TORFP 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 TORFP award. If the TORFP 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 SIGNED AS A .PDF FILE WITH THE TECHNICAL RESPONSE AS
REQUIRED IN SECTIONS 1.3 AND 1.4 OF THE TORFP.**

ATTACHMENT 2 – MBE FORMS

FORM D-2 -- MBE PARTICIPATION SCHEDULE

Offeror shall complete and submit a separate Form D-2 (MBE Participation Schedule) with each TO Technical Proposal for which it proposes an assessment. If the Offeror fails to submit this Form D-2 with the TO Technical Proposal for each assessment proposed, the TO Procurement Officer shall determine that any TO Proposal for which the Form D-2 was not submitted is not reasonably susceptible of being selected for award.

Prime TO Contractor (Firm Name, Address, Phone)	Task Order Description
TO Agreement Number _____	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
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 SIGNED AS A .PDF FILE WITH THE TECHNICAL RESPONSE AS REQUIRED IN SECTIONS 1.3 AND 1.4 OF THE TORFP.

ATTACHMENT 2 – MBE FORMS
FORM D-2 -- MBE PARTICIPATION SCHEDULE (CONTINUED)

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

**SUBMIT AS A .PDF FILE WITH THE TECHNICAL RESPONSE
AS REQUIRED IN SECTIONS 1.3 AND 1.4 OF THE TORFP.**

ATTACHMENT 2 – MBE FORMS
FORM D-3 -- OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the MBE participation commitment submitted in response to TORFP #E00P7200645, I state the following:

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

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

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

4. ~ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

~ This project does not involve bonding requirements.
5. ~ Offeror did/did not attend the pre-proposal conference

~ No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTIFICATION OF AWARD.

ATTACHMENT 2 – MBE 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. E00P7200645, 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 TO Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTIFICATION OF AWARD.

ATTACHMENT 2 – MBE FORMS

FORM D-5

MBE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP # _____ 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:

MBE Officer
 Department of Budget and Management
 Procurement Unit
 45 Calvert Street, 1st Floor
 Annapolis, MD 21401
 MBEOfficer@dbm.state.md.us

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN THE TO CONTRACTOR MBE REPORTING REQUIREMENTS SECTIONS 1 THROUGH 4.

ATTACHMENT 2 – MBE FORMS

FORM D-6

MBE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): ____/____ Report Due By the 15th of the following month.	CATS TORFP # _____ Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End ate _____ 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:

MBE Officer
 Department of Budget and Management
 Procurement Unit
 45 Calvert Street, 1st Floor
 Annapolis, MD 21401
 MBEOfficer@dbm.state.md.us

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN THE TO CONTRACTOR MBE REPORTING REQUIREMENTS, SECTIONS 1 THROUGH 4.

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP #E00P7200645
OF MASTER CONTRACT # 050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, Comptroller of Maryland.

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 Comptroller of Maryland, as identified in the CATS TORFP #E00P7200645.
 - B) “CATS TORFP” means the Task Order Request for Proposals #E00P7200645, dated April 2, 2007, including any addenda.
 - C) “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
 - D) “TO Procurement Officer” means John T. Salmon. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - E) “TO Agreement” means this signed TO Agreement between the Comptroller of Maryland and MASTER CONTRACTOR.
 - F) “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is (MAIN ADDRESS) and whose principal office in Maryland is (MARYLAND ADDRESS)
 - G) “TO Manager” means Andrea Martin 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 TORFP dated date of TO Proposal – Technical.
 - I) “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS 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 supersede the Master Contract.

2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and all Exhibits and Attachments, 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:

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

3 Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one year, commencing on the date of Notice to Proceed (NTP) and terminating on **MONTH DAY, YEAR**.

4 Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed the amount of the #E00P7200645. 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 2.15 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Information Technology Division P. O. Box 2367 Annapolis, MD 21404 – 2367, Attn: Fiscal Services.

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

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

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

**STATE OF MARYLAND, COMPTROLLER OF MARYLAND, OFFICE OF
INFORMATION TECHNOLOGY**

By: John T. Salmon, 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 TECHNICAL RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

- 1) Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
- 2) Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
- 3) For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.
- 4) For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.
- 5) Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
- 6) 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.
- 7) 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 6 – PRE-BID CONFERENCE DIRECTIONS

DATE: April 10, 2007 -- 9:00 a.m.

LOCATION: ASSEMBLY ROOM
L.L. GOLDSTEIN TREASURY BUILDING
80 CALVERT STREET
ANNAPOLIS, MD

FROM BALTIMORE AREA:

Take the Baltimore Beltway to Route 97 south, follow I-97 south until it merges with Route 50 East
Take Route 50 East (approximately 1 mile)
Take exit 24 (Route 70 South/Rowe Blvd.)
Bear to the right toward Annapolis South.

FROM THE WASHINGTON, DC AREA:

Take the Washington Beltway to Route 50 East
Continue on Route 50 East to exit 24
Take exit 24 (Route 70 South/Rowe Blvd.)
Bear to the right toward Annapolis South.

FROM ROUTE 70 SOUTH/ROWE BLVD:

Come through two lights (less than 1 mile) then the road will bear to the right
At the next traffic light (Calvert Street) either turn right onto Calvert Street (at the light, on your left is the Louis L. Goldstein Treasury Building with white marble steps) or go straight through light on Northwest Street. If you continue on Northwest Street, on the right halfway up the block you will see an entrance to the Gotts Parking Garage. Alternatively, one can make the right at the light onto Calvert and another quick right onto Clay to enter the Whitmore Parking Garage.

The guard at the front desk will direct you to the meeting room.

**YOU MUST PRE-REGISTER, 24 HOURS PRIOR TO THE PRE-PROPOSAL
CONFERENCE.**

EACH MEMBER OF YOUR COMPANY MUST REGISTER.

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

RE: CATS Task Order Agreement #E00P7200645

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO manager can be reached at telephone # and email address.

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

Sincerely,

TO Procurement Officer

Enclosures (2)

cc: TO Manager
Procurement Liaison Office, Office of Information Technology, DBM
Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Project Name for TORFP

TO Agreement Number: #xxxxxxx

Title of Deliverable:

TORFP Reference Section #:

Deliverable Reference ID #:

Name of TO Manager:

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 2.2.1 OF THE TORFP

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Comptroller of Maryland

TORFP Title:

TO Manager: TBD

To: TO Contractor’s Contract Manager

The following deliverable, as required by TO Agreement #E00P7200645 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

- Is accepted as delivered.
- Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.1 OF THE TORFP

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 TORFP #E00P7200645 for (PM Services/SOW Services). In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

- 1) OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.6, 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 the TO 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: _____

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 _____, 200__, by and between the State of Maryland ("the State"), acting by and through its Comptroller of Maryland (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 (PM Services/SOW Services) TORFP No. E00P7200645 dated April 2, 2007, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

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

former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

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

Contractor/Contractor's Personnel:

Comptroller of Maryland:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 - CLIENT REFERENCE INFORMATION

CATS TORFP #E00P7200645

COMPANY NAME: _____

CLIENT CONTACT NAME: _____

CLIENT PHONE: _____

CLIENT EMAIL: _____

COMPANY NAME: _____

CLIENT CONTACT NAME: _____

CLIENT PHONE: _____

CLIENT EMAIL: _____

COMPANY NAME: _____

CLIENT CONTACT NAME: _____

CLIENT PHONE: _____

CLIENT EMAIL: _____

**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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT B – CONFIDENTIALITY AGREEMENT

STATE OF MARYLAND COMPTROLLER OF MARYLAND

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either the Comptroller of Maryland or the Contractor (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this TO Agreement, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this TO Agreement; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

The Comptroller of Maryland is responsible for confidential personal and business information contained in tax returns, records, or reports. Confidentiality of tax information is required by the Tax-General Article, Section 13-202. In addition, provisions of the Criminal Law article make it a crime to make false entries to certain public records (Section 8-606) and to access, without authority, computers, computer networks, and computer databases (Section 7-302).

Violation of any of these provisions will result in legal action against you. Noncompliance with these provisions is considered a crime and is punishable under the law by a fine and/or imprisonment.

By signing below, you indicate that you have read and understand the requirements of this Confidentiality Agreement:

SIGNATURE: _____ DATE: _____

NAME (PLEASE PRINT): _____

COMPANY NAME: _____

EXHIBIT C -- STATE OF MARYLAND TAX (SMART) SYSTEM - Known Issues

- The SMART architecture contains outdated tools and software. The aging technology components lack upward compatibility with newer software releases or are becoming less supported by the vendor. In addition, the long-term ability of the agency to maintain an application support staff with knowledge of the legacy software is unknown.
 - INSTALL/1 is a proprietary tool used primarily for developing and maintaining online access screens. The vendor does not certify that the product is upwardly compatible with newer releases of system software such as CICS and DB2, increasing the risk of problems when those products are upgraded. COM cannot utilize newer features of DB2 because they are not supported by the current version of INSTALL/1. No further enhancements are being made to the product and the future availability of vendor support is unknown. Also, the "black-box" nature of the product limits any real understanding about its processes. COM does not currently own or have access to the Install/1 source code. The source code can be obtained by COM, if requested, but all vendor support of the product would end.
 - The SMART user interface is built on IBM 3270 "dumb" terminal emulation, using "green screen" technology. Many screens have no room to add new data fields. The online system is difficult to learn and requires extensive navigation training and an understanding of the use of PF keys and screen names for "fast-pathing".
 - The SMART application is based on the COBOL language. In recent years, as experienced staff members retire, it has become increasingly difficult to recruit resources with the necessary level of experience in, or interest in learning, this language.
- Certain design limitations within the SMART application have become hindrances to further enhancement of the system. Modifying the application to address these would be a major effort and would have to address the underlying limitations of the database structure. Some limitations affect the ability of the user to view data in the system or force "work-around" solutions for some functions.
 - The Forms Definition Facility (FDF) is a tool used to define and edit all tax forms. Currently, there is a limit on the number of line items that can be captured from a return. As more and more data is captured from returns, there is a real concern that the limit will be reached in the near future.
 - Within the Install/1 architecture, FDF limits any flexibility in the way that return data is presented to the user online. The definition and sequence of line items restricts the re-location of data on the screens.

- The application design limits the number of assessments that can be stored in the system, creating problem accounts for which "work-arounds" must be found. This also prevents account data from being stored in the proper period.
- A limit on the number of screens that can be displayed online prevents the user from viewing all the transaction data in a period once the maximum is reached.
- There is no real-time transaction posting within the SMART system. The edit and validation batch process does not identify all transaction errors in one pass. Corrections to suspended transactions may require multiple days to complete and the same returns must be handled multiple times since all errors cannot be resolved in one session.
- The complexity of the SMART system makes it difficult to maintain and enhance. Users have little capability to manage the functionality of the system themselves. Most changes to the system require the involvement of technical staff for even minor modifications. Changes often require COBOL programming or the use of other specialized software.
 - SMART uses a product called Document Composition Facility (DCF) for composing, maintaining, and generating tax notices. Updating the text of a tax notice using DCF requires intervention of the programming staff and the notice must be run through a formal cycle of testing and migration to production.
 - SMART lacks tools for users to quickly obtain data for ad-hoc reporting or for statistical analysis. Multiple batch data extracts are used to satisfy requests from external users. ITD resources are typically required to satisfy these types of queries.
- Major deficiencies of the SMART include, but are not limited to:
 - Transfers
 - Discount methodology
 - The assessment concept – i.e. multiple assessments in one period
 - Relationships, joint entities and occurrences issues regarding creation, maintenance and deletion
 - Navigation between screens
 - Overcredit request evaluation in the common modules
 - Abends as a way to deal with error situations (instead of error messages)
 - Billing problems, especially with SUT when occasionally bills simply will not issue from the system
 - Multiple suspense steps required
 - Limited Ad-hoc reporting capability
 - Identity and other header suspense corrections are not tracked for audit trail purposes
 - Annual processing rule changes are complex requiring programmer intervention
 - Expand the number of edit-action codes the system will accept
 - Accelerated filers need to be handled better
- Enhancements needed to SMART include, but are not limited to:
 - Audit trail regarding access (unauthorized browsing)
 - Auto-batching for Adjustments that performs certain necessary functions

- Generic Corp module for very old back year Amended returns
 - Batch reversal capability needed when some ACH filers submit a duplicate batch of documents and payment erroneously
 - Work queues
 - Easier way to create notices and letters. Current DCF requires IT help
 - Interface with STO (AS400) directly for refund check adjustments
 - “Validate” capability in all update conversations
 - Automated processing of amended returns
 - Capable of using multiple monitors
 - Enhanced reporting tools
 - Audit trail for all suspense corrections
 - Suspense supervisory review capability
 - Flexible field lengths. IRS address fields are longer than SMART fields AND subject to change
 - Linked Data warehouse
 - Entity should be created at suspense stage
 - Automate the manual payment application process for payments without a notice number
 - Offset across occurrences for relationships following review
 - Interactive with CRM system
 - Central Registration should be part of system
 - Suspense process for payments
 - Ability to reconcile system to deposits and GAD in automated fashion
 - Ability to interact with Internet for taxpayer account maintenance
 - The ability to target relief for natural disasters to a particular tax, due date, region, etc.
- Features in SMART that must be in the new systems:
 - Test , Development and Production Regions/Environments
 - Immediate results of adjustments; effect can be seen right away
 - Ability to handle many interfaces/sources: E-file, I-file, Image, etc.
 - Ability to have a legislative change become effective mid-year, or any time during the year
 - Release pending replacement refunds for undeliverable refund checks when the address is updated
 - Refund/credit reallocation
 - Financial archiving
 - Full screen view – no scrolling required
 - Edit-action codes allowing the suspense, pend or issue notice to occur

EXHIBIT D – COMPUTER ASSISTED COLLECTION SYSTEM (CACS) – Know Issues

The Computer Assisted Collection System currently used for the collection of business taxes has limitations that affect the efficient collection of business taxes.

The major deficiencies are:

- it has very limited reporting capabilities
- does not generate, track and release liens
- cannot handle more than four tax types
- does not allow for user modified workflows
- does not allow a case to be in more than one organization
- does not perform automated asset reviews
- does not efficiently handle case closings
- does not suspend collection activities for accounts in bankruptcy
- does not have skip tracing capabilities
- does not allow scrolling of screens both backward and forward
- does not efficiently handle payment agreements
- does not forecast interest

EXHIBIT E – CURRENT IT INFRASTRUCTURE

Both SMART and CACS are centralized systems operating on an IBM mainframe running z/OS Version 1.7. Workstations emulate IBM terminals to access the application and connectivity is provided over standard LAN/WAN technologies.

MAINFRAME ARCHITECTURE

Mainframe Computer: The ADC has an IBM z890 Enterprise Server model 2086-A04 mainframe system capable of processing information at 1,040 MIPS. The mainframe system has 24 GB of memory. Approximately 200 million CICS transactions and 60,000 batch jobs are processed on the mainframe per month.

Operating System: The mainframe operating system is IBM z/OS, version 1.7. Approximately 170 third-party software products are available for customer use.

Security: The mainframe security system, ACF2, requires a valid logon and password to access the mainframe; ACF2 rules apply to dataset access.

TSO: IBM's Time-Sharing Option (TSO) is being used for the creation, modification, and retrieval of z/OS (OS/390) data sets; the interactive execution of programs; and for submitting and viewing batch jobs. TSO includes a full-screen editor (ISPF), a JES2 interface for the submission of batch jobs, an extensive HELP system, and a service for viewing batch job output (IOF).

CICS: IBM's CICS-TS Version 3.1 for on-line processing system. Approximately 200 million CICS transactions are processed each month.

Tape Subsystem: The tape subsystem consists of an IBM Magstar automated tape library and an IBM Magstar virtual tape server. The tape library contains twelve (12) IBM 3494 tape drives.

The ADC also has fourteen (14) stand alone tape drives, including eight (8) IBM 3590 tape drives and eight (8) STC 4480 tape drives.

Disk Subsystem: The disk subsystem consists of one (1) Hitachi 7700E drive and one (1) Hitachi 9960 drive. Together, these drives contain 9.6 TB of total DASD. All ADC DASD is on RAID fault-tolerant devices.

Printer Subsystem: The printer subsystem consists of an OCE Pagestream 744 laser Twinprinting system, with two (2) Stralfors STR50 roll unwinders and two (2) Stralfors STR-161 folders. The Pagestream 744 consists of two high-speed continuous form duplex printers. Payroll and refund checks are printed on this system. There is a MICR toner station that can be installed on either printer.

All other printing in the Data Center is performed by an IBM 6400 I2S impact printer.

On-line Processing System: The mainframe currently utilizes an IBM CICS-TS version 2.2 on-line processing system.

Database System: The ADC uses the IBM DB2 version 7.1 database system.
Security: The mainframe is secured by Computer Associate's ACF2 version 8.0.

DATA COMMUNICATIONS

Connectivity: 20MB Internet connection provided by network.Maryland; 10MB connection to Annapolis MAN; and 20MB connection to network.Maryland.

Protocols Supported: Systems Network Architecture (SNA), Transmission Control Protocol/Internet Protocol (TCP/IP)

Network Platform: Cisco routers, switches, firewalls, intrusion detection/prevention systems, and local director load balancers; F5 BigIP load balancers, F5 3DNS domain name controllers.

Local Area Network (LAN): The LAN transports a combination of TCP/IP and SNA data. The TCP/IP network is a 10/100/1000MB Ethernet network.

Topography/Cabling: The LAN is a 10/100/1000MB Ethernet network over category 5 UTP cables and Fiber.

Wide Area Network (WAN): The WAN supported by the ADC transports both SNA and TCP/IP protocols.

TN3270 Service: This service can be used by State customer agencies that run TCP/IP networks but need access to their SNA applications on the ADC mainframe.

Network Print and Output Distribution Services: Network print services are provided for both the SNA and TCP/IP protocols. All TCP/IP network printers are driven by the VPS mainframe print product. SNA printers are driven by VPS or by CICS directly. CICS does not support TCP/IP printing.

DISTRIBUTED PLATFORM

Desktop and Laptop PCs: The COM has standardized on personal computer devices operating under Microsoft Windows 2000 Professional or XP; network and desktop laser printers; and various types of desktop and production scanners.

Intel Servers: Over 150 Intel Servers the majority of which are various model IBM multi-processor, rack mounted servers operating under Microsoft Windows Server 2000 and 2003, with a few operating under MS Windows NT, Novell Netware, and Linux. The security model is Microsoft Windows Active Directory and MS Windows NT Domain. The servers are housed in American Power Supply (APC) NetShelter 42U racks.

Storage Systems: The distributed systems have approximately 11 terabytes of internal local server storage and the Storage Area Network. This consists of the total of 8 terabytes in a fiber linked IBM Storage Area Network, where 5.6 terabytes of SAN is located at the main site, and 2.4 terabytes of SAN is located at the disaster recovery site. Storage Area Network is managed by StorageTek

Mirrorstore appliances with storage management software. The tape backup system is made up of several LTO and DLT tape backup subsystems operating with CA ARCserve Enterprise version 11A.

APPLICATION PROGRAMMING SUPPORT

Mainframe Computer Applications Support: ITD supports application systems written in COBOL, CICS, and TELON; sequential, VSAM, and DB2 file structures are utilized in an IBM z/OS mainframe environment. Computer Associates' ACF2 is used to secure the environment. Software products, including IBM JCL, EASYTRIEVE, ABEND-AID, XPEDITER, RMDS, SYNC SORT, and FILE-AID, are used.

INSTALL/1: The SMART online was constructed using an application software environment provided by Andersen Consulting (now Accenture) called INSTALL/1. The underlying programming code is COBOL. The INSTALL/1 application environment relies heavily on "codes tables", which allows end-users to modify table entries and implement some program logic changes for functions such as calculations, accounting periods, and reporting. Other program logic changes require modification of the underlying COBOL code.

FDF: Forms Definition Facility (FDF) is a mainframe-based tool used to define and validate tax forms.

DCF: Document Composition Facility (DCF) is a mainframe-based tool used to develop automated taxpayer correspondence (notices).

QMF: Query Management Facility (QMF) is a mainframe-based database query tool used by the IT staff to run ad-hoc queries and reports, and to extract data for a variety of reasons.

EASYTRIEVE: A mainframe-based information retrieval and reporting tool used to generate reports from sequential files generated by SMART COBOL programs.

CA MetaCOBOL+: A mainframe-based software product with a macro facility that generates COBOL source code based on a set of pre-defined keywords; used as common modules within the SMART programs.

Code-1: An address-matching system with a database derived from a USPS ZIP+4 file, used to validate address and subdivision data within SMART.

SSA-NAME3: A mainframe-based software package used to improve performance of online functions that retrieve SMART data based on names alone.

Web Development and Application Support: The COM has implemented a Microsoft (MS) Development Platform based on MS Internet Information Server (IIS), MS Windows Server Operating Systems, MS SQL Server and MS compatible programming languages. Web applications are designed and supported using Microsoft Active Server Pages (ASP) and ASP.NET, Visual Basic, VB Script, JavaScript, HTML, XML, CSS, and Cold Fusion. Programming tools in use are MS Visual Interdev, MS Visual Studio.NET, XML SPY, PDF Creator, SA Upload, and Adobe PDF.