All Master Contract Provisions Apply

	Section 1 –General In	format	tion		
RFR Number: (Reference BPO Number)	J05B4200010				
Functional Area (Enter One Only)	Functional Area 10 – IT	Manage	ement Co	nsulting	Services
	Position Title/s or Service Type/s (Short term staff or PMP)				
1. Senior Information Technol	ogy Planner				
Anticipated start date	April 1, 2012				
Duration of assignment	Not To Exceed Six Mont	hs			
Contract Type	Firm Fixed Price				
Designated Small Business Reserve?(SBR): (Enter "Yes" or "No")	No				
MBE goal, if applicable	0%				
Issue Date: mm/dd/yyyy	2/14/2012	Due D		3/6/201	12
			(EST):	2:00pm	1
Place of Performance:	Maryland Transit Administration 6 St Paul Street, Baltimore MD 21202 and 1515 Washington Blvd, Baltimore MD 21230				
Special Instructions: (e.g. interview information, attachments, etc.)	Interviews will be condustandard set of question	icted by			people using a
Security Requirements (if applicable):	N/A				
Invoicing Instructions:	Invoice is to be submitted Baltimore, MD 21202	ed to Ro	on Nizer,	6 St. Pa	ul Street,
Section 2 – Agency Point of Contact (POC) Information					
Agency / Division Name:	Maryland Transit Admin Information Technology		า		
Agency POC Name:	Joy Abrams	•	Agency Phone Numbe		410-865-1130
Agency POC Email Address:	jabrams@mdot.state.mo	d.us	Agency Fax:	POC	410-865-1388
Agency POC Mailing Address:	Joy Abrams, Procurement 7201 Corporate Center		•	MD 2107	
	Section 3 – Scope of				

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Background

The MTA operates and supports transit operations across the state of Maryland. The transportation modes include Local Bus, Metro/subway, Light Rail, Mobility/Para transit, MARC Train, and Commuter Bus. The MTA Payroll department process payroll check for our union employees, around 2500. The payroll function is broken down into two areas. The first group is the union operators where the gross payroll information is fed from a Trapeze software product called OPS. The system calculates the gross payroll numbers for the union operators based on a series of union rules. The second group of union employees is the non-operators, which includes the MTA Police and union clerk employees. This group enters their time in a Time Keeping Module from a system called Vista. This system is Fortran based using legacy technology and also handles the gross to net calculations. The Vista and the Trapeze systems feed their input into the final payroll steps. This part of the payroll system is based on an Informix database and produces reports, updates payroll files, creates the checks, and creates any required external files.

The MTA is seeking a Senior Information Technology Planner to analyze the MTA Union Payroll functions, the existing IT support of these functions, as well as existing COTS products used by other Maryland State Agencies and/or other transit organizations across the country that perform similar functions. The result of this research should be a comprehensive final report that contains a detailed list of short term and long term recommendations to have a more effective union payroll system for the agency.

Job Description/s			
Position Title/s or Service Type/s	Duties / Responsibilities		
<u> </u>	Duties / Responsibilities		
(From Section 1 Above)			
1. Senior Information Technology	Examine current business requirements of the MTA		
Planner	Payroll group which would include interviews with the		
	Payroll management and employees. Analyze existing		
	software used in the current payroll system. Research		
	systems being used by other Transit organizations		
	across the country with particular focus on COTS		
	programs that could potentially be used at the MTA.		
	Provide comprehensive final report detailing all the steps		
	of the process. This report would include any short term		
	and long term recommendations to help Payroll to		
	perform their business function. Also provide written bi-		
	'		
	weekly reports outlining all activity, including any issues		
	or requests from prior week.		
Mir	nimum Qualifications		
Position Title/s or Service Type/s	Required Experience/Knowledge/Skill		
(From Section 1 Above)			
Senior Information Technology	1. For minimum requirements, see CATS II functional		
Planner	area 10, Labor Category Senior Information Technology		
	Planner. Preferred candidates will meet the following		

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criteria:

- 2. At least ten (10) years of demonstrated experience understanding of current & emerging IT products, services, processes, and methodologies.
- 3. Candidate must have recent at least ten (10) years of experience in:
 - a. requirements elicitation and definition,
 - b. requirements planning and management,
 - c. requirements and gap analysis and documentation,
 - d. conducting feasibility studies,
- e. preparing business cases, solution assessment and validation.
- 4. At least five (5) years of recent experience transit union payroll, and/or related transit union business and IT experience.
- 5. At least three (3) years experience with Trapeze OPS software.

Section 4 - Required Submissions

NOTE:

- Master Contractors electing <u>not</u> to propose in response to the RFR must submit a "CATS II Master Contractor Feedback Form" located under "Master Contractor Login" on the CATS II web site.
- Master Contractors proposing in response to the RFR <u>must</u> submit the following documents:
 - o Resume for the position described in this RFR (Attachment 1)
 - o Price Proposal (Attachment 2)
 - o Conflict of Interest Affidavit (Attachment 3)
 - Living Wage Affidavit (Attachment 4)
 - o Resumes must include work history relevant to this task and no less than two references.

Section 5 – Evaluation Criteria – (Provide a list of evaluation criteria in descending order of importance)

- 1. Work Experience
- 2. Knowledge, references
- 3. Price

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Basis for Award Recommendation

RFRs will be awarded in accordance with the competitive Sealed Proposals process under COMAR 21.05.03. The agency POC will recommend award to the Master Contractor whose proposal is determined to be the most advantageous to the State, considering price and the evaluation factors set forth in the RFR. The agency POC will initiate and deliver a RFR Agreement to the selected Master Contractor. Master Contractors should be aware that if selected, State law regarding conflict of interest may prevent future participation in procurements related to the RFR Scope of Work, depending upon specific circumstances.

Section 6 – Required Deliverables

Bi weekly status report to be received on the last business day of each month until the project is complete. The status report should include at least:

- Work items performed
- Description of interviews with MTA personnel including Employee Identification Numbers (IEN's), job function, their interaction with the current system, current system deficiencies, suggestions on improvement
- Research done on COTS products available that perform Payroll functions and could interface with the existing Trapeze OPS software
- Research done on any COTS products being used by other Maryland State agencies, as well as other national transit organizations performing similar payroll functions
- Discussions with other Transit agencies on how they handle this business function which should include contact information and title of persons contacted as well as their comments

Final Report in Microsoft Word format to be submitted electronically as well as one paper copy. This document should include:

- A summary overview of the process performed including the information submitted in the bi-weekly status reports.
- Short term recommendations that could be implemented in less than a year in order to improve the support for the Union Payroll Business function. These recommendations should include process changes as well as IT related changes.
- Recommendations on software available to support this Transit Payroll function.
 List each software package reviewed with their strengths and weakness and reason for the recommendation

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ATTACHMENT 1 – RFR RESUMES FORM

RFR # J05B4200010

Instructions: Insert resume information in the fields below; do not submit other resume formats. Submit only one

resume per Position or Servi use a separate resume form f			requests m	nultiple Positions or Services,	
Candidate Name:		Position Title or Service Type (from Section 1 of the RFR):			
Master Contractor:					
A. Education / Train	ing				
Institution Name /	City / State	Degree / Certification	Yea Compl	Hield Of Study	
<add as="" lines="" needed=""></add>					
B. Relevant Work Experience Describe work experience relevant to the Duties / Responsibilities and Required Experience / Knowledge / Skill described in Section 3 of the RFR. Start with the most recent experience first; do not include non-relevant experience.					
[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person (Optional if current employer)]	Description of Work	·			
[Organization] Description of Work [Title / Role] [Period of Employment / Work] [Location] [Contact Person]					
<add as="" lines="" needed=""></add>					
C. Employment History List employment history, starting with the most recent employment first					
Start and End Dates	Job Title or Posit	ion Organization	Name	Reason for Leaving	
<add as="" lines="" needed=""></add>					
D. References List persons the State may contact as employment references					
Reference Name	Job Title or Posit	ion Organization	Name	Telephone / Email	

ATTACHMENT 2

RFR PRICE PROPOSAL

RFR # J05B4200010

(This form is to be filled out by Master Contractors)

PROJECT NOT TO EXCEED SIX MONTHS				
		TOTAL PRICE		
Firm Fixed Price		\$		
	Total RFR Price:	\$		
Authorized Individual Name		Company Name		
Title		Company Tax ID #		

This price proposal must accompany the Management Consultant resume provided. The Total Price is the actual fully-loaded price that the State will pay for the services necessary to provide all deliverables.

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date:	By:	
	•	(Authorized Representative and Affiant)

ATTACHMENT 4

Living Wage Requirements for Service Contracts

A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

- (1) A Contractor who:
 - (A) has a State contract for services valued at less than \$100,000, or
 - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
- (2) A Subcontractor who:
 - (A) performs work on a State contract for services valued at less than \$100,000,
 - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
- (3) Service contracts for the following:
 - (A) services with a Public Service Company;
 - (B) services with a nonprofit organization;
 - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (D) services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living

Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the DLLR Website http://www.dllr.state.md.us/ and clicking on Living Wage.

Request for Resume (RFR) CATS II Master Contract Affidavit of Agreement

Maryland Living Wage Requirements-Service Contracts

Contra	act No	-
Name	of Contractor	
Addre	ess	
City _	State	Zip Code
	If the Contract is Exempt	from the Living Wage Law
affirm	-	tative of the above named Contractor, hereby d's Living Wage Law for the following reasons
	Bidder/Offeror employs 10 or fewer empthan \$500,000	

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

B.	(initial	here if applicable) The Bidder/Offeror affin	rms it			
has no	covered employees for the following reason	ns: (check all that apply):				
	employee's time during every work week All employee(s) proposed to work on the during the duration of the contract; or	e contract will spend less than one-half on the State contract; e contract will be 17 years of age or you e contract will work less than 13 consec	ungeı			
The Commissioner of Labor and Industry reserves the right to request payroll records and oth data that the Commissioner deems sufficient to confirm these affirmations at any time.						
Name	of Authorized					
Repres	sentative:					
Signat	ture of Authorized Representative	Date				
Title						
Witne	ess Name (Typed or Printed)					
Witne	ess Signature	Date				