**USM Contract UMUC 90939-USM**

Consultants to Assist USM institutions with Consulting, Implementation and Maintenance of ERP Systems

**\*\*\*Contract UMUC 90939-USM will be administered by the UB Procurement Department. Please contact Blair Blankinship for more information.**

**A. Objective/Role of UMUC/Role of Buying USM Institution:**

1. Uses of the Master Contracts: (Refer to Section 2 – Specifications and Requirements, Paragraph 2.3, pp 8 and 9 of the RFP)

a. Upgrades/implementations;

b. Managed Services;

c. Limited time, ad hoc consulting efforts (This area is not restricted to ERP only tasks but “may cover processes that are part of a major upgrade or implementation or may deal with issues associated with other IT or functional user related areas, such as technology needs assessments, technology organization issues, training in technical and functional areas, etc.”

2. Work may be done full time or part time, on-site or remote, on a fixed fee basis, not-to-exceed fee basis, or Time and Materials.

a. Quoted hourly rates for a variety of positions;

b. These hourly rates are firm through June 30, 2012;

c. lower hourly rates can be negotiated on a task order by task order basis;

d. the Master Contractor is not obligated to provide services at lower rates;

3. Role of UMUC Procurement Officer:

a. UMUC is solely responsible for contract management of the Master Agreements;

b. This includes issuing any and all amendments to the Master Agreements (such as, but not limited to, acceptance of annual increases in hourly rates of the Master Contractors; exercising renewal options, if any are elected;)

c. Keeping track of the total expenditure to ensure that USM remains within the approved spending authority ($45M).

4. Role of Buying USM Institutions:

a. Each institution that uses the Master Contracts is responsible for all compliance issues related to their use, including:

• Setting policies and procedures for use of the Master Contracts by its end user constituents (See B. RFP Task Order Implementation process below)

• Reporting committed task orders and actual expenditures on a quarterly basis to UMUC’s Procurement Officer (Report Form provided)

• Compliance issues related to the Master Contracts use by its end user constituents, such as, but not limited to, MBE Goal Setting and Compliance and Living Wage;

• Audit of task order process by internal and/or external groups

**B. RFP Task Order Request for Proposal (TORP) Process**

(Refer to RFP Section 2. Specifications and Requirements, Paragraph 2.10 Implementation):

1. Award of Projects: As a need arises in a participating institution, the University will contact one\* or more of the Master Contractors using the following Task Order Request for Proposals process (TORP). As well, the University may designate any TORP as a “Small Business Reserve” TORP, whereby only those On-Call ERP/IT Contractors who are Small Businesses as defined by the State of Maryland will be asked to respond.

Projects may be awarded on a task order by task order basis as

a) fixed lump sum price;

b) Not to exceed price; or

c) time and material basis.

\* For all task orders greater than $500K where only one Master Contractor was

considered or solicited for a Task Order, it is expected that the award of this task order is to be

taken to the Board of Public Works for approval. Buying USM Institutions should establish

appropriate procedures to ensure that competition, to the extent practicable, is sought for Task

Orders of this magnitude.

2. TORP Scope of Work and Proposals:

2.1 The task order proposal process will be handled as follows:

a) The buying institution’s applicable institutional staff will

(i) prepare a written scope of work for the particular project inclusive (at a minimum) of:

• implementation time frame/schedule;

• scope of services required including hours of operation; and

(ii) conduct a pre-proposal meeting, if applicable, with one or more of the awarded Contractors.

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2.2 The Contractor or Contractors will provide to the University a Task Order Proposal for services for the specified project in accordance with the TORP issued by the applicable University institution. Proposals may be requested to include, but are not limited to, the following:

a. Names of the ERP/IT Contracting firm's personnel who will staff the project inclusive of position and applicable background/resume and references.

b. Project plan and approach to providing the services;

c. A statement committing to the required time frame to complete the work in accordance with the University's scope

d. Quoted

1) lump sum fee;

2) not-to-exceed price, or;

3) time and material

dependent on the requirements within the University's scope of services) with a breakdown by position, task hours for each, and billable hourly rate (ERP/IT firm are required to use the quoted hourly rates established and specified in their contract with the University.), and

e. A statement indicating the MBE percentage commitment for the project (Note: The contract has a 10% MBE goal.).

Note: The University reserves the right to request other information (such as project experience, firm references, etc.) from an ERP/IT Contracting firm as it deems appropriate. In such instances, this requested information will be included in the scope of services/proposal request issued by the applicable USM institution.

2.3 Evaluation: The applicable USM institution will review the Task Order Proposal or Proposals received and make an award to the Contractor whose offer is the most advantageous proposal(s). The applicable Institution will evaluate the proposals for, but not limited to, cost advantage, proposed assigned key personnel's expertise and time commitment, MBE commitment, ability to meet the required schedule, and other factors specific to each project.

The evaluation criteria and process is solely at the University’s discretion and will be included in the scope of services/proposal request issued by the applicable USM institution. The award will be based in accordance with the task order proposal request and may be based:

a) solely on price with the lowest responsive and responsible cost receiving the award; Instructions for use of USM Contracts 90939

b) on a combination of technical and price evaluation/ranking,

c) solely on technical expertise followed by the USM Institution negotiating a fee with only the top ranked firm; in the event of unsuccessful price negotiations, the USM Institution may discontinue negotiations with the top ranked firm and proceed to the next rank, and so forth; or

d) solely on the university’s judgment that an extension of an existing TORP award to the same vendor is in the best interest of the university.

2.4 Award: A Task Order Contract (TOC) or Purchase Order (P.O.) will be issued to the Contractor for each specific task order by an Institution. All Offerors further understand and agree that the University makes no guarantee of any work or dollar amount will be assigned to the selected Contractors.

2.5 Task Order Contract or Purchase Order Terms and Conditions. Although the terms and conditions of the Master Contract apply to all TOC’s and/or PO’s done under it, the TOC or PO may contain terms and conditions specific to the buying institution. The University’s Task Order Contract or Purchase Order terms and conditions, plus any addition terms and conditions specified in the Task Order Project Request (solicitation) will control. (See Summary of Master Contract clauses below in Section C.)

2.6. Project Communications: All communications on projects by the Contractor are to be directed to the designated applicable USM Institution’s IT Project Manager only. All instructions, directions, and information will be by the designated University's Project Manager only.

2.7. Project Change Orders: Change order work shall not proceed until a written Change Order or Task Order Contract Amendment has been issued to the Contractor by the applicable University's Procurement Officer confirming the additional work and the applicable additional cost (if any).

2.8. Personnel Changes: Any staff changes by the selected Contractor in the submitted key personnel must be reviewed and approved by the applicable USM Institution’s Procurement Office via the issuance of a task order contract amendment or purchase change order prior to any reassignments being made.

2.9. Minority Business Enterprise (MBE) Participation: The MBE participation goal is set at 10% under these Master Contract. At the time of the receipt of Task Order Proposals, each Master Contractor is to submit to the applicable USM Institution’s Procurement Office the appropriate MBE Forms for the applicable project. MBE forms are available from the applicable USM’s Procurement Office. Instructions for use of USM Contracts 90939 Page 5 of 12

C. Master Contract Terms and Conditions:

1. Each Master Contract is numbered 90939-USM followed by the name or acronym of the Master Contractor;

2. In some cases the word “revised” follows the number; this means that some of the terms and conditions of that Master Contract were negotiated between UMUC and the Master Contractor (see Attachment B to these instructions for a summary of these).

3. The RFP and all addenda; Proposers Technical Proposal and Price Proposal have been incorporated into the Contract; Task Orders done under the Master Contract are also incorporated; See order of precedence in Section 1.1 of the Master Contract;

4. Section 2.5 of the Master Contract states that the hourly rates are good through June 30, 2012; thereafter, Master Contractors must request within 90 days prior to the end of each 12 month anniversary (i.e. April 1) an increase; such requests must be based on CPI for All Urban Consumers for the prior calendar year (i.e December 31)

5. Section 2.8 states that “Unless stated otherwise in a Task Order Contract, Consultants shall submit bi-weekly timesheets of the hours worked and bi-weekly status reports of work accomplished to the USM Project Manager or his/her designee for approval and sign-off for billing approval.” (This clause was added at the request of one of the buying USM Institutions.)

6. Section 5: Contract term commences on date signed on behalf of USM through June 30, 2016. USM may discontinue annually at the end of each fiscal year with 30 days notice and without penalty. (This is in addition to Termination for Convenience Clause 22) After 6/30/2016, USM may renew one or more times up to an additional five (5) years.

Note: Any task order contract or purchase order issued under the Master Contract prior to the expiration of the Contract shall be completed in accordance with the Master Contract even if the term of the task order or purchase order continues beyond the term of the Master Agreement.

7. Board of Regents and Board of Public Works approved $45,000,000 for the cumulative total of expenditures through June 30, 2016. If we find that expenditures may exceed this, we will need to either a) seek additional approval from both BOR and BPW, or, b) re-procure the services. It is very important, therefore, that all buying USM institutions report to UMUC (the Procurement Officer) expenditures (both committed and actual) on a quarterly basis. (See A.4.a above)

8. Section 18: All contractors have agreed to subcontracting goal of not less than 10% of the Contract dollar total. [MBE Goal Setting practices should be followed by the Buying USM Institution. In some, but not all, cases, the Master Contractor identified a potential MBE (see Price Proposal Attachment of the Master Contract), but the contract also allows for other MBE subcontractors to be identified on a task order by task order basis.] (Note Section 2.4.2 of the Master Contract allows for the Contractor to propose higher hourly rates for meeting USM MBE goals and/or to Instructions for use of USM Contracts 90939 provide uniquely well qualified subcontractors or individual consultants for specific SOW’s or Task Orders. )

9. Section 46: Living Wage applies to these contracts. Compliance is the responsibility of the Buying USM Institution.

10. Price Proposals – were incorporated as an attachment in the Master Contract for ease of reference; both onsite and remote hourly rates were received.

**Master Contract Holders under USM Contract UMUC 90939-USM**

*Consultants to Assist USM institutions with Consulting, Implementation and Maintenance of ERP Systems*

UMUC Procurement Official:

Vera E. Jones

Office: 301-985-7006

vera.jones@umuc.edu

Attain, LLC

**Executive POC**

John J. O’Neill

President, Higher Education and Academic Medical Centers

8000 Towers Crescent Drive, Suite 1500, Vienna, VA 22182

Phone: 703-857-2170

Email: jjoneill@attain.com

**Operations POC**

Camilo Arboleda

Manager, Higher Education and Academic Medical Centers

8000 Towers Crescent Drive, Suite 1500, Vienna, VA 22182

Phone: 703-857-2184

email: camilo.arboleda@attain.com

**Contracts POC**

Tara Rivers

Lead, Contracts

8000 Towers Crescent Drive, Suite 1500, Vienna, VA 22182

Phone: 703-857-2179

email: tlrivers@attain.com

Cansler Group, LLC – (SBE)

Attn: Donna Cansler

2068 Horizons Drive,

Ooltewah, TN 37363

Office: 423-298-6663

donnacansler@canslergroup.com

Cedar Crestone

Attn: John Harrison

1255 Alderman Drive,

Alpharetta, GA 30005

Office: 877-364-0805

john.harrison@CedarCrestone.com

Rose Holliday

CedarCrestone | Business Development Manager| Higher Education

877/750-1833 toll-free | 703/283-4403 mobile

rose.holliday@cedarcrestone.com

Ciber, Inc.

Attn: ~~John L. Lambert~~

Kathleen Barnes

Account Manager - CIBER, Inc.

Client Focused / Results Driven

Office: 303-963-2158

Cell: 303-525-1997

kbarnes@ciber.com

[www.ciber.com](http://www.ciber.com)

6363 S. Fiddler's Green Circle, Suite 1400,

Greenwood Village, CO 80111

Divya Consulting Inc. – (SBE)

Attn: Uday Bagampalli

PO Box 390515,

Cambridge, MA 02139

Office: 617-905-6894

ubagampalli@gmail.com

Employer Management Solutions, Inc.

dba EMS Consulting (SBE)

Attn: Jennifer Johnston

5550 W. Executive Drive, Suite 450,

Tampa, FL 33609

Office: 813-287-2486 Alt: 888-638-3258

jjohnston@consultems.com

ENTAP, Inc. (SBE & MBE)FEIN No.:

Attn: Tracy Barnes

136 E. Market Street, Suite 1010,

Indianapolis, IN 46204

Office: 317-634-9523

tracy.barnes@entap.com

HighPoint Technology Solutions, Inc.

George Amalor

Phone: 480-719-4525

Fax: 866-524-6308

Mobile: 305-338-3761

HighPoint Consulting - (SBE)

Attn: ~~Mario Albuerne~~

2332 Galiano Street, 2nd Floor,

Coral Gables, FL 33134

Io Consulting, Inc.

Attn: Marianne Dino

26893 Bouquet Canyon Road, Suite C293,

Saugus, CA 91350

Office: 877-656-6603 Cell: 949-973-7394

marianne.dino@io-consulting.com

Maverick Solutions, LLC

Attn: Fred Von Canon

8521 Six Forks Road, Suite 108,

Raleigh, NC 27615

Office: 919-844-2000

fred@mavericksolutions.net

Navigator Management Partners (SBE)

Attn: Richard Walega

6030 Daybreak Circle, Suite A150-231,

Clarksville, MD 21029

Office: 410-419-4629

rwalega@navmp.com

Strider & Cline, Inc. (SBE)Eileen Cline Strider

Attn: Wayne Strider

7420 N. Granby Ave.,

Kansas City, MO 64151

Office: 816-746-8100

waynestrider@striderandcline.com

Synchronous Solutions, Inc.

Attn: Wendy Weber

211 West Wacker Drive, Suite 300

Chicago, IL 60606

Office: 312-252-3708 Cell: 312-543-9254

wwebr@synch-solutions.com