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***Task Order Request for Proposals***

***for Release Under Contract USM / MEEC 90939***

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| **Issued By:**  University of Baltimore  Department of Procurement  1420 North Charles Street  Baltimore, MD 21201  Blair Blankinship  Telephone: 410-837-5714  e-mail: bblankinship@ubalt.edu | TORP Number: **UB-17-B-03**  Date Issued: July 6, 2016  Proposal Due Date and Time: July 22, 2016 at 3:00 PM  Your Proposal may be sent by e-mail attachment; see requirements on page 2. |
| To: | Period of Performance: See schedule below  F.O.B. University of Baltimore  Payment Terms: Net 30 days |

***Task Order Request for Proposals***

***For***

**Configuring Oracle PeopleSoft Communication Generation**

**(comm gen) to Send email Notifications to Students**

Per the specifications, terms and conditions of this TORP.

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| TO BE COMPLETED BY THE FIRM OFFERING A PROPOSAL | | |
| NAME AND ADDRESS OF OFFEROR  FEI Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSAL | DATE OF PROPOSAL |
| SIGNER’S NAME AND TITLE | TELEPHONE No. |

**TASK ORDER REQUEST FOR PROPOSALS**:

The purpose of this Task Order Request for Proposals (TORP) is to pursue secondary competition from Contractors that have received a Master Contract Award under ***Contract USM / MEEC 90939***, to obtain pricing for specific quantities, for specific materials for delivery on a specific date . Proposals will only be accepted from Contractors that have received a Master Contract Award under ***USM / MEEC 90939***

This Task Order Request for Proposals, and the resulting purchase order hereby incorporate the specification, terms and conditions of USM / MEEC 90939.

All proposals will be evaluated by an evaluation committee. The University may classify a proposal as "not reasonably susceptible for award" if it does not meet the requirements of this solicitation. The University may also determine that an offeror is "not responsible", i.e., does not have the capabilities in all respects to perform the work required. Should a proposal be found not reasonably susceptible for award, or if an offeror is found not responsible, the proposal will not be considered further and the Offeror will be notified accordingly.

**PRE-PROPOSAL CONFERENCE**:

A pre-proposal conference will NOT be held in connection with this TORP.

**QUESTIONS**

Each contractor is responsible for reading very carefully and understand­ing fully the terms and conditions of this TORP. All communications regarding this solicitation are to be made solely through the Issuing Office. Requests for clarifi­ca­tion or additional information must be made in writing (e-mail is preferred) to the Procure­ment Officer and received at the Issuing Office by close of business on **July 19, 2016.** The envelope in which such requests are sent should bear the following phrase: **"QUESTIONS: TORP # UB-17-B-03”**. Only written communica­tions relative to the procurement shall be considered.

University of Baltimore

Department of Procurement and Materials Management

Attn: Nancy Wright

1420 North Charles Street

Baltimore, MD 21201

410-837-5715

[nwright@ubalt.edu](mailto:nwright@ubalt.edu)

All questions will be answered in writing, in the form of an addendum to the TORP. Both questions and answers will be dis­tributed, without identification of the inquirer(s), to all prospective contractors who are on record with the Procurement Officer as having received this TORP. No oral communications from the project team can be relied upon for proposal purposes.

**PUBLIC INFORMATION ACT NOTICE:**

Contractors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Contractors must clearly identify each and every section that is deemed to be confiden­tial, proprietary or a trade secret (it is **NOT** sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks **all** pages as confidential). Any in­dividual section of the proposal that is not labeled as confidential with an accompanying statement concern­ing the rationale for its claimed confidentiality shall be considered public information.

**CLOSING DATE**

Proposals must be delivered to the Issuing Office by **July 22, 2016 at 3:00 P.M.** Proposals, amendments to proposals, or requests for withdraw­al of proposals arriving after the closing time and date shall not be considered. There shall be no public opening of the proposals. The names of contractors will not be released until after award.

**BACKGROUND**

The University of Baltimore is one of 11 campuses of the University System of Maryland, the nation's 12th largest university system. The University of Baltimore’s mission centers on providing innovative education in law, business and the applied liberal arts to serve the needs of a diverse population. UB’s institutional vision is to become a living-learning laboratory at the center of the Baltimore renaissance.

The University is located in Baltimore’s cultural district, centered on Mt. Royal Avenue and Maryland Avenue, just two miles north of Baltimore’s Inner Harbor. The University has 4,966 commuter students of whom 2,554 are full-time and 2,412 are part-time. The median age of our students is 32. UB has 481 employees of which 162 are faculty and 319 are staff. Students are on campus for day, evening and weekend classes, with the evening classes having the highest enrollment. Most evening classes begin at 5:30pm with another session following at 8:15pm.

UB is currently using the Oracle PeopleSoft ERP, including Finance, HP and Campus Solutions. The University currently deploys:

UB’s PeopleSoft Campus Solutions consists of:

* PeopleSoft Campus Solutions 9.0 Bundle 43
* PeopleTools 8.54.19
* SQL Server 2014

**OBJECTIVE**

The Division of Enrollment Management, in collaboration with the Office of Technology Services, seeks qualified functional consulting resources to assist with configuring Communication Generation (comm gen) to send email notifications to students when they are dropped from a class resulting from running Post Enrollment Requirement Checking (PERC).

Pricing offered will be extended through December 31, 2016, or longer (indicate how long prices will be valid in your proposal. The prices offered in response to this RFP will apply to each order placed by the University, regardless of the quantity on each individual purchase order (it is necessary for us to use multiple POs for administrative, delivery and internal financial reasons).

**Scope and Deliverables**

The consultant must have the ability to perform the following duties/objectives:

1. Configuration of Communication Generation (Comm Gen) to use as communication tool for Post Enrollment Requirement Checking (PERC).
   1. Provide overview of comm gen and examples of use at other higher education institutions. UB is looking for opportunities to expand the use of comm gen and would need to understand its capabilities and be able to implement those in the future. Overview to address use of checklists to complement comm gen.
   2. Setup comm gen and related processes that will generate email to students when dropped from a class registration using PERC. Email will need to pull in data such as name, course, and term and appear to come from a UB office, not the PERC operator.

* 1. Provide relevant instruction and documentation for com gen setup. Acceptable format for documentation is Microsoft Word.

It is expected that the consultant provide:

* Weekly status updates to UB during any active periods of consulting.
* All documentation in electronic format with ample time for review and follow up.
* All relevant documents created as a result of analysis.

**Qualifications, knowledge, skills and abilities**

The candidate must have extensive experience Campus Solutions 9.0 and implementing and configuring communications generation to work with PERC process. The ideal candidate must possess strong analytical, problem solving and communication skills and has exposure with working in the Higher Education industry.

# Delivery Dates

Work to begin no later than Aug. 1, 2016 with work availability of consecutive weeks until com gen configuration for PERC email notifications is complete.

**Work Requirement**

The University expects that the successful consultants will work diligently and in a professional. The University anticipates that each consultant or employee of the contract will provide full time effort (40 hours a week), Monday through Friday, on-site, unless otherwise negotiated in advance.

**The Following Information Must Be Included In Each Proposal:**

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.

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

2.4. PAYMENTS

The successful Contractor’s proper invoice will be paid on a net 30 day basis.

**Compensation - Progress Payment Schedule**

It is the University’s strong preference to make one payment upon acceptance of the work by the University. The successful Contractor’s proper invoice will be paid on a net 30 day basis.

Offerors may submit a request for a progress payment schedule. Such a schedule must identify deliverables and the amount that will be paid upon delivery of each deliverable. Deliverables must be strictly and positively identified to the contract, and become the University’s property upon payment. Payment schedules must include a retainage (to be paid upon University final acceptance) of not less than 20% of the total contract value.

**SECTION 3. - EVALUATION AND SELECTION PROCEDURES**

**3.1. EVALUATION COMMITTEE**

All offers received by the due date and time will be evaluated. The Procurement Officer shall establish an Evaluation Committee (the "Committee") to review and rate the proposals. The Committee shall be composed of the Procurement Officer and other individuals appointed by the Procurement Officer.

**3.2. ACCEPTABILITY OF PROPOSALS:**

The Procurement Officer shall determine which contractors have met the basic requirements of the RFP. The Procurement Officer shall have the sole authority to determine whether any deviation from the requirements of this RFP is substan­tial in nature. The Procurement Officer may waive or permit to be cured minor irregularities in proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the University’s best interest. In addition, the Procurement Officer may reject in whole or in part any and all proposals, and conduct discussions with all responsible contractors in any manner deemed neces­sary to best serve the interests of the University. The University reserves the right to make an award to more than one contractor or to split an award among contractors.

The Committee shall thereafter review each proposal for compliance with the require­ments of the RFP as set forth herein. The Procurement Officer will determine if the contractor is responsible and otherwise qualified. The Committee will make a recommendation for award to the Procurement Officer.

This RFP creates no obligation on the part of the University to award a contract or to compensate contractors for proposal preparation expenses. The University reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP; to award to more than one contractor; to waive or permit cure of minor irregularities; and to conduct discussions with qualified contractors in any manner necessary to serve the best interest of the University.

**3.3. TECHNICAL EVALUATION**:

The Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the requirements and criteria in this RFP. A contractor must satisfy and explicitly respond to ALL the specifications and requirements, including a detailed explanation of how each item is to be met. The evaluation committee will determine if a technical proposal is acceptable.

Discussions may be conducted with those Contractors who submit proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award. However, the University reserves the right to award a contract based upon the proposals received without further discussions. Only those Contractors meeting the technical specifications and business requirements will be considered in the financial evaluation.

3.3.1. Evaluation Criteria

The criteria that will be used by the committee for the technical evaluation of proposals for this procurement are listed below in descending order of relative importance:

* Quality of the specifications offered
* Availability of consultant to complete the work in time stated
* Consultants past experience, education, skills and resume
* References – References from institutions of higher education are desirable and will have greater weight in the evaluation

The contractor's proposal is to state clearly that it meets the University’s objectives; that is, that the contractor is fully capable of delivering the items and providing the services as specified in this RFP. Each contractor must provide a written detailed response to each requirement.

Misinterpretation of specifications or requirements by the contractor shall not relieve the contractor of responsibility to accurately address the requirements of the RFP or to perform the contract, if awarded.

The Commit­tee may request site visits for the purpose of evaluating proposals and/or contractor's responsibility. The Committee may request additional technical assistance from any source. Industry standard references may be used during the evaluation process.

4. Approximation of Quantities

The quantities given in this RFP are approximate only, being given as a basis for the uniform comparison of proposals, and UB does not expressly or by implication agree that the actual amount of work will correspond therewith. An increase or decrease in the quantity for any unit price item shall not be regarded as sufficient grounds for an increase or decrease in the unit price of that item, nor in the time allowed for the completion of the work.

5. FINANCIAL EVALUATION:

After the selection of Technically Acceptable offers has been completed, the University will request Price proposals. Price proposals will be evaluated to determine which offer is the lowest overall cost to the University.

Offerors shall indicate their prices on the *Form for Price Proposals* which will be distributed to those offerors whose proposals are determined to be technically acceptable by the University.

6. FINAL RANKING AND SELECTIONS:

The award will be made to the Lowest Priced, Technically Acceptable proposal. The University reserves the right to make split awards, or multiple awards as a result of this RFP.

**MINORITY BUSINESS ENTERPRISE (MBE) NOTICE:**

Minority business enterpri­ses are encouraged to respond to this solicitation. The use of certified minority subcontractor is strongly encouraged. If you intend to use a certified minority subcontract to fulfill the contract, please indicate the amount of the potential subcontract you will award to a certified MBE:

Award to Certified MBE subcontractor: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ %

The University of Baltimore actively supports the statewide MBE program and invites the participation of minority businesses in this business opportunity. Minority Business Enterprises (MBE) contractors are encouraged to obtain certification from the Maryland Department of Transportation (MDOT). All questions, related to certification, shall be directed to the Maryland Department of Transportation's (MDOT), Minority Business Enterprise (MBE) Program at 1‑800‑544‑6056.

**Request For Proposal Terms and Conditions**

**Contractor’s Terms and Conditions**

Proposals containing terms and conditions contrary to the University of Baltimore's terms and conditions or taking exception to any of the terms and conditions in this Task Order Request for Proposals, or USM Master Contract USM / MEEC 90939 may be considered unacceptable and your Proposal may be rejected.

**Time is of the essence.**

Be specific when quoting proposed delivery. Delivery may be a factor considered in making the award.

**Price Durability**

By submitting this Proposal, offeror agrees that all prices are valid for 90 days, or the term specified in the TORP (or price proposal form, Appendix B), whichever is longer.

**Multiple and Alternate Proposals:**

Multiple proposals from a single contractor or alternate solution proposals will not be accepted or considered.

**Arrearages:**

By submitting a response to this solicitation, a contractor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

**Drug and Alcohol Free Workplace Notice:**

Contractors are advised that contract award is subject to the provisions of COMAR requiring certification that the contractor will provide a drug and alcohol free workplace in accordance with COMAR 21.11.08.

1. **University of Baltimore Purchase Order Terms and Conditions**
2. Maryland Law Prevails. The laws of Maryland shall govern interpretation and enforcement of this Purchase Order.
3. Termination for Convenience: The University may terminate this Purchase Order, in whole or in part, without showing cause upon prior written notice to the contractor specifying the extent and the effective date of the termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the University System of Maryland Procurement Policies and Procedures.
4. Changes. The Procurement Officer may at any time, by written order, make unilateral changes within the general scope of this contract in any one or more of the following: (1) Description of services to be performed, (2) Time of performance (i.e., hours of the day, days of the week, etc.), (3) Place of performance of the services, (4) Drawings, designs, or specifications when any supplies are to be specially manufactured for the University in accordance with the drawings, designs, or specifications, (5) Method of shipment or packing of supplies, (6) Place of delivery.
5. Contractor's Invoices. Contractor agrees to include on the face of all invoices billed to the University, its Taxpayer Identification Number, which is the Social Secu­rity Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations
6. If your Proposal is accepted, it will be accepted on this document and signed by an authorized representative of the University as noted on the face page of this document and will constitute our order for your items. Send invoices in triplicate to the address indicated on the purchase order.
7. Tax Exemption. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transporta­tion taxes. Exemption certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real property in performance of a purchase order, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.
8. Specifications. All materials, equipment, supplies or services shall conform to fed­eral and State laws and regulations and to the specifications con­tained in the solicitation (if applicable).
9. Delivery. Delivery shall be made in accordance with the solicitation specifi­cations. The University, in its sole discretion, may extend the time of per­formance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrance, from any cause whatsoever, during the progress of any portion of the work specified in this purchase order.
10. Acceptance of Goods and/or Services The materials listed in the bid or proposal shall be delivered to the point or points specified on this purchase order. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.
11. Termination for Default. When the Contractor has not performed or has unsatisfactorily performed the purchase order, payment shall be withheld at the discretion of the University. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the purchase order and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Termination hereun­der, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the University System of Maryland (USM) Procurement Policies and Procedures.
12. Disputes. This purchase order shall be subject to USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed dil­igently with the performance of the purchase order in accordance with the procurement officer's decision.
13. Multi‑Year Purchase Orders. If funds are not appropriated or otherwise made available to sup­port continuation in any fiscal year succeeding the first fiscal year, this purchase order shall terminate automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
14. Intellectual Property. Contractor agrees to indemnify and save harmless the University, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright viola­tion arising out of purchase or use of materials, supplies, equipment or services covered by this purchase order.
15. Conflicting Terms. Any proposal for terms in addition to or different from those set forth in this purchase order or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this purchase order is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Con­tractor understands and agrees that the terms and conditions of this purchase order may not be waived.
16. Retention of Records. The Contractor shall retain and maintain all records and documents relating to this Purchase Order for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.
17. Equal Employment Opportunity The Contractor warrants that the contractor shall comply with E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
18. Rights to Inventions Made Under a Purchase Order or Agreement If federally funded, any inventions created by the contractor in performance of this purchase order's experimental, developmental, or research work, if applicable, will become the property of the Federal Government and the University of Baltimore in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Purchase Orders and Cooperative Agreements", and any implementing regulations issued by the awarding agency. With respect to any subject invention in which the Contractor retains title, the Federal Government and the University shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice on behalf of the United States the subject invention throughout the world.
19. Compensation Contractor shall be paid only for items or services that are specifically named in this purchase order. No additional costs for items or services will be paid by the University without its prior express written consent.
20. Payment of University Obligations Payments to the Contractor pursuant to this Purchase Order shall be made no later than thirty (30) days after the University's receipt of a proper invoice from the Contractor. 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, or by the Public Service Commission of Maryland with respect to regulated public utilities as applicable, are prohibited.

**ATTACHMENT D**

**FORM FOR PRICE PROPOSAL**

It is essential that price proposals be separately sealed from technical proposals. The Financial proposal shall cover all proposed items, services and prices. The price proposal form is to be completed in full and signed for each proposal. Worksheets or automated price quotation systems may be used to provide additional information, but price evaluation will be based on prices entered on this form. The price proposal form must be signed by an individual authorized to bind the contractor and must include the contractor's name, typed or written legibly.

**Provide fully loaded hourly rate**. “Fully loaded” is defined as the hourly rate inclusive off all expenses, including G&A and travel. The hours that may be charged using this rate are those hours the Consultant works on site (not to include time spent in travel), as approved in a work-plan submitted by the contractor, and approved by the UB Project Manager.

Blanks will be interpreted as zeros.

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| --- | --- | --- | --- | --- | --- |
|  | Description | Qty | UoM | Price/Rate per hour | Extended Net Price |
| 1 | Hourly Rate (fully loaded rate) | Estimated Number of Hours:  60 | hours |  |  |
| 2 | Overtime Rate (define hours and/or days when overtime rate applies) | 1 | hour |  |  |
|  |  |  |  |  |  |

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| --- |
| In compliance with specifications terms and conditions of this TORP, the undersigned agrees, if this offer is accepted by the University, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the TORP and offerors proposal.  This contract incorporates the Solicitation/Request for Proposal and any amendments thereto, as well as Contractor's proposal and amendments thereto. In the event of conflict between the terms of this contract, including amendments and modifications made thereto, and Contractor's proposal and amendments thereto, the discrepancy shall be resolved by giving precedence in the following order:  1) This Contract, including the Solicitation/Request for Proposal and amendments made thereto.  2) Contractor's proposal, including amendments and modifications made to the proposal.  This contract, including the documents incorporated by reference, contains the entire agreement of the parties and supersedes all prior agreements and understandings, oral or otherwise, between the parties. |

Signature, name and title of person authorized to sign offer:

By : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date)