

Business Management Consulting Services

Contract JD-22-2803

User Guide

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Overview

This contract is for the purchase of professional consulting services for business management to include such projects as operational assessments, business process improvement, benchmarking, strategic planning, and implementation services including change management services. This would include the areas of information technology including learning technology, human resources, facilities management, and general business services management such as accounting, auditing, budgeting, procurement, risk management, and occupational safety.

Users for projects over \$5000 must select a contractor through a Request for Services (RFS) process.. (See How to Use – RFS.) For engagements estimated to be under \$5000, Users may exercise Best Judgment to select a Contractor, meaning they may select any Contractor that meets their needs.

Note: Information technology services covered by mandatory DOA contracts, such as programmers, software engineers, database architects and administration, technical writers, desktop support, network engineers, web developers, and PeopleSoft IT workers, are NOT permitted to be procured through this contract.

How to Use – RFS

For engagements estimated to be over \$5000, users will be required to complete a Request for Service (RFS) document, review and evaluate the responses submitted by Contractors and complete a summary of the RFS process. The RFS document will ask Contractors to submit pricing and detailed information showing how they would be best suited to provide the specific service being requested. The RFS is sent to the Contractors by the campus Purchasing Director or their designee. For UW System Administration, the RFS is issued by the Office of Procurement. The minimum time permitted for an RFS due date is 5 business days after the release of the RFS, though 7-10 business days is suggested for the best quality responses.

RFS Responses

Once responses are received, departmental staff will review the responses for the best fit for University needs. *This decision should be made on the ability of the Contractor judged best to meet the project needs.* Pricing is a consideration but not the primary factor in choosing a Contractor. The University will be the sole and final judge of selecting the contractor best suited to meet the service need whether it be expertise, availability, timing, cost, etc. The department will draft a justification memo (typically one page) explaining why the selected Contractor was chosen. The department will prepare a requisition and route it with the justification memo to their purchasing office. For projects valued over \$1 million please consult with the Procurement Office on the RFS process.

Note: The rates listed on the Rate Card are the *maximum* rates a firm can charge. A department can negotiate lower rates with a Contractor for any specific engagement.

Service Agreement

Once a contractor is determined for a project, the Contractor to be used should receive a written Service Agreement with a Scope of Work to be performed and a Purchase Order. That is generally a joint project between the department's Operations Administrator for the project and the Contractor. Pricing can be negotiated by project but must include travel and overhead costs in the hourly or project rates. The Contractor may not exceed the Contract maximum hourly rates. (Contact UW System Procurement for information on maximum rates.)

The Statement of Work shall include:

- A description of the Scope of Work.
- A timeline for the services to be provided.
- A specific description of delivered accomplishments that identify the work as completed.
- The specific consultants that will be utilized and their titles as it relates to the cost structures proposed in the RFP response.
- A “Not to Exceed Limit” for individual engagements.
- University Contact/Project Manager/Operations Administrator for the Engagement.
- Contractor’s Manager for the Engagement.

Note: Service Agreements can be signed only by an authorized purchasing office; not departmental staff.

University Contact/Project Manager/Operations Administrator

The University Contact shall coordinate the cooperation of the University with the Contractor and have authority to make managerial and technical decisions concerning services deliverable under a Statement of Work and to accept or approve Contractor's work on behalf of the University. The University's Contact shall not have authority to amend or in any way modify the provisions of the Master Contract.

The University shall have the absolute right to approve or disapprove a proposed change in the assigned staff. The University, in each instance, will be provided with a resume of the proposed substitute and an opportunity to interview that person prior to giving its approval or disapproval. The University shall not unreasonably withhold its approval.

Neither the University nor the Contractor will actively recruit any person or persons employed by the other party performing any of the services within the scope of this contract.

Progress Reports

If requested, Contractor shall submit a progress report to the University signed by an authorized officer of Contractor on a predetermined basis as stated in the SOW (e.g. weekly, monthly). Such progress report shall describe the status of Contractor's performance since the preceding report, including the work product delivered, and the progress expected to be made in the next period. Each report shall describe Contractor's activities by reference to the work schedule included in the University's order.

Limitation of Cost

The total cost to the University for the Performance of any Statement of Work will not exceed the funding limitation set forth in the Statement of Work and the Contractor agrees to perform the work specified and all obligations under this Agreement within such funding limitation. Contractor agrees to notify the University in writing no later than when the billable amounts reach eighty percent (80%) of the funding limitation in an order and will include in such notification an estimate to complete the requirements of the order. The University shall not be obligated to reimburse Contractor for billing in excess of the funding limitation set forth in the Statement of Work, and Contractor shall not be obligated to continue performance of work under the order or to incur costs in excess of the funding limitations if such increased costs are due to additional requirements identified by the University after the initiation of effort on the work specified in the order, unless and until a change order or amendment to the Statement of Work increasing the funding limitation is approved by the University.