



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

**REQUEST FOR PROPOSALS
(RFP)**

**CONSULTING SERVICES TO DEVELOP A
UNIFIED FINANCIAL MANAGEMENT ORGANIZATIONAL STRUCTURE,
ADMINISTRATIVE MODEL, AND
IMPLEMENTATION PLAN**

University of Maine System

RFP # 28-15

ISSUE DATE:
December 16, 2014

QUESTIONS RECEIVED BY:
December 18, 2014

PROPOSALS MUST BE RECEIVED BY:
December 23, 2014

DELIVER PROPOSALS TO:

University of Maine System
Office of Strategic Procurement
Rachel Piper
Rachel.Piper@maine.edu
207-780-5633

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Overview: The University of Maine System (UMS) unites seven distinctive public universities in the common purposes of providing first-rate higher education at reasonable cost in order to improve the quality of life for the citizens of Maine. UMS, through its Universities, carries out the traditional tripartite mission – teaching, research, and public service. As a System, it extends its mission as a major resource for the State, linking economic growth, the education of its people, and the application of research and scholarship.

The University of Maine System is a comprehensive public institution of higher education serving nearly 41,000 students annually and is supported by the efforts of approximately 1,308 regular full-time faculty, 82 regular part-time faculty, 3,201 regular full-time staff, 337 regular part-time staff members and a complement of part-time temporary (adjunct) faculty. Nationally recognized as a leader in combining excellence with access in public higher education, the System consists of the following seven universities: University of Maine (UM); University of Maine at Machias (UMM); University of Maine at Augusta (UMA); University of Maine at Presque Isle (UMPI); University of Maine at Farmington (UMF); University of Southern Maine (USM); and, University of Maine at Fort Kent (UMFK).

The Board of Trustees 2014 Strategic Outcomes were approved July 21, 2014. Strategic Integration Target 2 and 3 included the directives to:

Develop and Implement a comprehensive financial management structure for the entire System that enhances transparency, enables appropriate fiscal control, and advances comprehensive intra-system collaboration; and develop a comprehensive administrative plan that reduces administrative costs per student FTE to peer system benchmarks or below by FY17.

To this end, the Board of Trustees authorized the Vice Chancellor for Finance and Administration and Treasurer to develop a comprehensive financial management and administrative structure reflecting unified finance and administrative services that are functionally aligned to the degree possible consistent with the Board of Trustees 2014 Strategic Outcomes Targets 2 and 3. Further, the Board of Trustees has authorized the Vice Chancellor for Finance and Administration and Treasurer to develop an implementation plan with substantial compliance effective by July 1, 2015 and full compliance effective by July 1, 2016.

The Vice Chancellor for Finance and Administration and Treasurer will submit the new structure and implementation plan no later than March 1, 2015 to the Board of Trustees for review and action.

Additional background can be found on the UMS Mission Excellence Financial Affairs web site: <http://thinkmissionexcellence.maine.edu/priority-initiatives/finance/>

- 1.2 Purpose: The University Maine System (UMS) is seeking a consulting partner to develop a strategy for transitioning to a unified finance and administration organization including:
- a. organizational design,
 - b. service delivery model, and
 - c. implementation plan.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected vendor.

- 1.3 Definition of Parties: The University of Maine System will hereinafter be referred to as "UMS" or the "University". Respondents to the RFP shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."
- 1.4 Timing: Contractor consulting team members must be available to begin work immediately upon contract execution (expected on January 9, 2015) and to complete all work within six weeks with a **final report submitted on or before February 20, 2015**. Bidders who are unable to meet timing requirements will be considered non-responsive.
- 1.5 Evaluation Criteria: Proposals will be evaluated on the following weighted criteria for a total of 100 possible points as follows:

Criteria	Total Points
Ability and Experience of the Firm	30
Qualifications of the Assigned Team Members	40
Methodology and Project Plan	20
Cost	10
Total Possible Points	100

- 1.6 Communication with UMS: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. It is the responsibility of all bidders to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to:

Rachel Piper
Office of Strategic Sourcing
University of Maine System
104 Anderson Hall
Gorham Maine 04038
(207) 780-5633
Rachel.Piper@Maine.edu

The deadline for questions from those considering responding to this solicitation is **Thursday December 18, 2014**. Questions must be submitted to UMS in writing via eMail. UMS will respond to written inquiries not later than close of business, **Friday December 19, 2014**.

- 1.7 Award of Proposal: Proposals are expected to be evaluated and scored by December 30, 2014. Evaluation activity may include reference checks at UMS discretion. UMS reserves the right to extend the evaluation period as needed

including conducting additional evaluation activity such as, but not limited to, vendor presentations, proposed team member interviews, and additional reference calls.

Following the completion of all evaluation activity, UMS may select the bidder, or bidders, which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract(s) to those bidder(s). The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all bids/proposals/submissions, in whole or in part, and is not necessarily bound to accept the lowest cost bid/proposal/submission if that bid/proposal/submission is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

UMS anticipates selecting a vendor(s) in early January with a planned starting date for the engagement beginning immediately as previously specified. These dates may change if necessary at the discretion of UMS.

- 1.8 Award Protest: Bidders may appeal the award decision by submitting a written protest to the UMS Chief Procurement Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.9 Confidentiality: The information contained in proposals submitted for UMS consideration will be held in confidence until all evaluations are concluded and a vendor(s) selected (the successful bidder(s)). At that time, UMS will issue bid award notice letters to all participating bidders and the successful bidder's proposal may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. UMS will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential. UMS must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.
- 1.10 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.11 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
- 1.12 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

- 1.13 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.14 Non-Responsive Bids/Proposals: The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.15 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #28-15

- 1.16 Proposal Submission: Proposal should be submitted as a PDF document attached to an eMail and received by **5:00pm, Tuesday December 23, 2014** and sent to:

Rachel Piper
University of Maine Systems
Strategic Sourcing Director
Rachel.Piper@maine.edu
207-780-5633

Proposals received after the due date will be returned and not reviewed. There will be no public opening of proposals (see Confidentiality clause). Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. The eMail must have the following information.

Subject: RFP #28-15 response from <Name of Bidder>

Email Content: Name and Address of Bidder
Contact(s) information including phone / cell phone / eMail

Attachment: Proposal in PDF format

A confirmation reply will be sent indicating that the proposal has been received. If you do not get confirmation, please follow-up with the contact provided.

- 1.17 Authorization: Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the UMS Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The Office of Strategic Procurement or its designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.2 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.3 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing and/or commission) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **Contract Term:** The Contract term shall be for the duration of the project which is expected to be six (6) weeks commencing upon Contract execution.
- 2.5 **Contract Data:** The Contractor is required to provide the University with detailed data concerning the Contract at the completion of the contract or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, services rendered, and expenses incurred performing the contracted work.
- 2.6 **Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.7 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.8 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within 30 days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving 60 days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.9 **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this

Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.

- 2.10 Clarification of Responsibilities: If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Office of Strategic Procurement.
- 2.11 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.12 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.13 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.14 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.15 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Contract without advanced notice.
Further information regarding this policy is available from:

University of Maine System Office
Director of Equity and Diversity
(207) 973-3372

- 2.16 Indemnification (Contractor): The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.17 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation (In Compliance with Applicable State Law)	Required for all personnel

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, UMS should be included as follows:

University of Maine System
16 Central Street
Bangor, Maine 04401

- 2.18 Smoking Policy: The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.
- 2.19 Gramm Leach Bliley (GLB) Act (Confidentiality of Information): The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.

2.20 Payments: Payment will be upon submittal of an invoice to the address shown on the purchase order by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.

SECTION THREE

3.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by UMS. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

3.1 Engagement Timing

As previously stated, consulting team members must be available to begin work immediately upon contract execution (expected on January 9, 2015) and complete all work within six (6) weeks with a final report submitted on or before February 20, 2015. Bidders who are unable to meet timing requirements will be removed from further consideration.

1. Please confirm your firm's ability to meet the timing requirement.
2. Please list any circumstances which would prevent your firm from meeting resource and timing requirements.

3.2 Ability and Experience

1. Please submit with your proposal a succinct history and description of your company.
2. Provide detailed background regarding your firm's experience and expertise working with large universities or university systems of comparable size and complexity as UMS
3. Provide detailed background regarding your firm's expertise and experience designing and implementing financial and administrative organizational structures and processes for large, complex organizations comparable to UMS.
4. Provide examples of your firm's leadership and innovation designing and implementing financial and administrative organizational structures and processes for higher education institutions.
5. Describe any attributes which differentiate your firm from competitor firms relative to designing and implementing financial and administrative organizational structures and processes for higher education institutions.
6. Describe whether your firm has departed a project in the past two years as the result of legal action, a dispute or otherwise prior to the completion of the intended engagement.
7. Provide a list of three (3) higher education clients for whom the firm has recently provided similar services. Please include institution size and demographics, name and telephone number of contact person. These institutions may be called for a referral.

8. Prior to an award, the University may request financial statements from your company, credit reports and letters from your bank and suppliers. Please confirm your ability and willingness to fulfill such requests.

3.3 Qualifications of the Assigned Team Members

1. Describe your firm's proposed consulting team. Include responsibility, experience and qualifications of the individual(s) who would comprise the team; please also include a copy of their biographies.
2. Provide qualifications and experience for any alternative personnel under consideration and available for this initiative. Qualifications must be provided for any personnel considered when providing cost estimates for section 3.5.
3. Provide examples of engagements worked on by one or more proposed team members involving the design and implementation of finance administration structures and processes for organizations of similar size and complexity as UMS.
4. What processes are/will be in place to ensure that the project has sufficient capacity and resources to adequately meet engagement requirements and timing?

3.4 Methodology and Project Plan

1. Provide an overview of your firm's strategy for completing the engagement from discovery to final report within the time frame specified. Provide details for each of the three areas identified:
 - a. organizational design,
 - b. service delivery model, and
 - c. implementation plan.
2. Describe UMS resources, roles and responsibilities and time requirements expected to meet project goals and timeframes.
3. Provide a detailed project plan including key milestones, deliverables, and primary responsibility for each identified task and milestone.
4. Provide a copy of a project plan from a successful engagement focused on financial organizational design, process and implementation for an organization of comparable size and complexity.

3.5 Cost

1. **REQUIRED:** Using the position and hourly mix outlined below, provide an estimated total cost for the project as well as a cost breakdown per position. (UMS reserves the right to modify the position and hourly mix at its discretion once a bidder has been selected).

- a. One (1) Senior Management Team Lead @ 200 hours
- b. One (1) Mid-Level Consultant(s)/Analyst(s)/researcher(s) @ 300 hours
- c. One (1) Mid-Level Consultant(s)/Analyst(s)/researcher(s) @ 300 hours
- d. One (1) Administrative Support Position @ 200 hours

Total Hours: 1,000

2. **OPTIONAL:** Given the project parameters, timing, and your firm's available resources, you may propose an alternative staffing and hourly mix and cost breakdown. Explain the advantages of this approach compared to the staffing breakdown listed in 3.5.1.
3. For any proposal, incidental costs including but not limited to travel, printing, and postage will be reimbursed at cost, without markup and may not exceed 15% of the project total cost. Indicate your agreement with, or exception to, this provision.

3.6 Additional Information

1. Provide any other information that you feel should be considered in the selection process.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)