University of Maryland
University College

Business Process Workflow Analysis for
Human Resources and Payroll

Solicitation #91050

Date: October 8, 2012

Due Date for Responses: Wednesday, October 22, 2012 by 4:00 p.m.

Submit responses (e-mail or fax submittals are acceptable) to:

Don Poudrier
Director of Procurement,
Goods and Non-Technology Services
donald.poudrier@umuc.edu
Telephone No.: 301-985-7137
Facsimile No.: 301-985-7151

All questions are to be submitted solely to the above mentioned person and must be submitted by October 15, 2012.
1. **PROJECT SCOPE**: Business Process Workflow Analysis for Human Resources and Payroll

1.1 **Purpose.** The University of Maryland University College (UMUC) seeks proposals for a comprehensive external review of the business process workflow between its Human Resources and Payroll Services departments. The purpose of this external review is to establish existing process/workflows and determine where services, tasks and staffing levels may need to be revised or augmented to better serve UMUC.

1.2 **UMUC Background.** UMUC, one of the 11 degree-granting institutions of the University System of Maryland, is a global university specializing in high-quality, career-oriented degree and nondegree programs tailored to the current workforce. UMUC is a unique institution with a unique mission. As the “Open University” of Maryland and of the United States, UMUC is committed to being the university of choice for working adults and other nontraditional students who constitute its three historic constituencies: residents of the State of Maryland; members of the U.S. Armed Services and their families; and, national and international students pursuing their higher education goals online.

The University’s long-standing mission has been to offer credit-bearing educational programs to adult students in innovative modalities. At the same time, the philosophy of education for adults has demanded a continuum of lifelong learning. The response from higher education is evidenced by the emergence of self-sustaining activities focused on developing and delivering workforce training, non-credit programs, and professional development. UMUC has developed strong client relationships with many organizations in the for-profit, not-for-profit, and government realms.

UMUC’s Human Resources and Payroll Services departments may have an opportunity to optimize and/or improve the workflow currently in place in order to enhance productivity levels. An external third party with expertise, knowledge and objectivity in understanding the relationship dynamics between human resources and payroll services and their respective process/workflows is essential.

2. **STATEMENT OF WORK:**

UMUC is seeking an external third party to provide objectivity, subject matter expertise, and knowledge of industry standards and trends to lead UMUC in this effort. Leading this effort requires a complete evaluation of the data entry process for all electronic employee personnel record transactions as well as the payroll process from start-to-finish--beginning with the entering of employee data into the University’s system of record and ending in the issuance of the employee paycheck. Knowledge of PeopleSoft
9.0 is suggested, but not required. As such, UMUC asks that the selected third party do the following:

- Interview current parties (numbering approximately 10) **on-site at our offices in Adelphi, MD** involved in the processing of electronic employee record transactions including but not limited to, data entry of new hires, transfers, promotions, reclassifications, job status changes, and payroll processing to include representatives from the Office of Payroll, Office of Human Resources, and Office of the Chief Business Officer.

- Identify and document current state process/workflows to include, but not be limited to, the independent as well as interconnected tasks and responsibilities of the respective functions.

- Identify process gaps and inefficiencies and make recommendations for continuous process improvement.

- Apply subject matter expertise and knowledge of industry standards to create best-in-class future state process/workflows.

- Create and deliver a FINAL presentation **on-site at our offices in Adelphi, MD** to the stakeholders of the current and proposed future process/workflows pointing out any current process gaps, inefficiencies and recommended changes including the reason/justification for such changes.

- Any other related tasks deemed necessary to provide the desired result.

- A review at the mid-point of the evaluation is required. This review can take place via conference call and/or webinar.

### 3. SOLICITATION RESPONSE REQUIREMENTS:

The following documentation must be provided in the response:

#### 3.1 Company Profile.

A. Provide a brief history of the firm including number of years in providing comprehensive external review of business process workflow between human resources and payroll services.

B. Describe your firm’s resources and capabilities specific to providing such reviews and recommendations.
C. Provide two (2) success stories or two (2) references describing your firm’s knowledge and understanding within the relationship dynamics between human resources and payroll services.

3.2 Technical Approach. Provide a narrative of how your firm will provide the requested services in the Statement of Work. Include in this narrative:

A. The proposed methodology for reviewing business process workflow, providing results and preparing the deliverables outlined in the Statement of Work.

B. Description of the project breakdown and timeline of activities.

C. Description of the UMUC resources, if any, that you will require for the review.

3.3. Resumes.

Resume(s) of the proposed Principal Consultant(s) who are proposed to conduct the external review. The Principal Consultant is defined as the person who will be UMUC’s point of contact for the contract as well as the person who will be the primary person that will directly provide the consulting services for the expert review of the project. The resume is to include educational and employment background; similar external review experience; and, a minimum of two (2) client references (contact name, company name, telephone number, including extension number) where the person has been assigned in the same capacity. If more than one expert is proposed to support the professional services included in the project, the proposer shall provide this information for each proposed project resource. It is preferable that the proposed Principal Consultant have higher education project experience in his/her background.

3.4. Pricing.

Pricing is requested based on an all-inclusive flat fee for the comprehensive review, recommendations and final report in both electronic and printed formats. Be advised that charges will not be allowed for photocopying, telephone expenses, travel, courier and or any other type of computer charges or other costs in performing any services.

4. PROJECT SCHEDULE:

Solicitation Issue Date: October 8, 2012

All Questions Submitted by: October 15, 2012

Proposal Due Date and Time: October 22, 2012 by 4:00pm
5. **TERMINATION FOR CONVENIENCE:**

   The University reserves the right to terminate this contract, in whole or in part, at its convenience. The University will pay all reasonable costs incurred by the firm up to the date of termination; however, the firm shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

6. **PROJECT MANAGEMENT:**

   The UMUC Offices of Human Resources and Payroll Services will be providing management services for this Contract.

7. **SUBMISSION AND EVALUATION OF THE RESPONSES:**

   Responses are to be provided by the due date noted above. Responses may be submitted electronically to:

   Don Poudrier          Sheila L. Davis
   Director of Procurement  Contract Manager
   donald.poudrier@umuc.edu  sheila.davis@umuc.edu
   Telephone No.: 301-985-7137     Telephone No.: 301-985-7143
   Facsimile No.: 301-985-7151     Facsimile No.: 301-985-7151

   Responses must be submitted by an individual of the firm who can bind the firm to all contents of the response.

   Responses will be evaluated for technical merit as well as price. Responses will be evaluated for the firm who provides the most advantageous proposal to the UMUC considering qualifications of the Principal Consultant(s) and, if applicable, other potential assigned staff, firm profile, technical approach to providing the services, and price. The University may shortlist and interview the shortlisted firms; however, it is not anticipated that this will be the case. If oral Question/Answer sessions are requested, they will be scheduled at UMUC’s convenience and are anticipated to be held the weeks of October 29, 2012 and November 5, 2012. The technical aspects of the response will weigh greater than the price, i.e., a firm’s response evaluated to be more technically...
responsive even though it has a higher associated price, may be awarded the contract. The decision as to the “most advantageous” is solely at the University’s discretion.

Further information may be requested by the University during the evaluation process.

UMUC reserves the right to reject in whole or in part, any and all proposals without liability and/or to accept any bid in the interest of the State of Maryland.

8. RESULTING CONTRACT, NON-DISCLOSURE AGREEMENT AND WORK PRODUCT:

A University contract will be issued to the selected firm. In responding to this Solicitation, proposers are accepting that they will agree to execute the attached Consulting Agreement including mandatory Terms and Conditions for contract award. As part of the attached Consulting Agreement, the awarded contractor shall be entering into a Non-Disclosure agreement with UMUC for confidentiality and protection of UMUC’s intellectual property. (Refer to Article 7 of the Agreement). The resulting contract shall be an all-inclusive flat fee amount. All work product and documentation shall be regarded as a work for hire and is the property of the University of Maryland University College and may not be copied or reproduced without its expressed written permission.

Enclosures: Solicitation Terms and Conditions
UMUC Consulting Agreement inclusive

END OF SOLICITATION DOCUMENTS FOR
Business Process Workflow Analysis for Human Resources and Payroll
Solicitation #91050
Consulting Agreement
University of Maryland University College

This Agreement is made this _____ day of _____________, 20 ____, between the University of Maryland University College ("UMUC"), a constituent institution of the University System of Maryland ("USM"), and _____________ ("Consultant").

Recitals. The Consultant has been awarded a contract to provide services for UMUC upon the terms and conditions set forth herein, and the Consultant is willing to undertake those services ("the Project") upon such terms and conditions. The Consultant represents that the Consultant is professionally qualified to render the professional services required by UMUC, as explained in its Proposal set forth in Exhibit A to this Agreement. NOW, THEREFORE, UMUC and the Consultant agree as follows:

1.0  Professional Services

1.1 The Consultant shall perform the Project as described in Exhibit A:_____________ Proposal, to this Agreement. Services shall be performed in accordance with the schedule included in Exhibit A, or, if no such schedule is included, in accordance with a schedule agreed upon in writing by the parties at a future date and adopted as an amendment to Exhibit A. The Consultant shall perform the Project as expeditiously as is consistent with good professional skill and care and the orderly progress of the Project. In the event of any conflict in terms between Exhibit A and this Agreement, the terms and conditions of this Agreement take precedence.

1.2 The maximum fee for the Consultant's professional services is $____._____ The Consultant's fees for services required to complete the Project shall not exceed the maximum fee.

1.3 The UMUC Offices of Human Resources and Payroll Services will designate a staff member to act as coordinator ("Project Coordinator") between UMUC and the Consultant. Throughout the period of the Project, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Consultant should be directed to the Project Coordinator and also to any other UMUC personnel designated by the Project Coordinator. Direct contact or communication by the Consultant with other UMUC offices or any other entity concerning the Project shall be made only with the prior knowledge and concurrence of the Project Coordinator.
1.4 The professional consulting team for the Project shall be the same team identified in the Consultant's submittal responding to UMUC's solicitation unless (a) a change is requested by the Consultant and approved in writing by the Project Coordinator; or (b) a change is requested in writing by the Project Coordinator for good cause, in which case the Consultant shall make an appropriate substitution, subject to UMUC's approval, and notify UMUC in writing. Major changes in the Consultant's organization or personnel (other than the Consulting Team) shall be reported to UMUC in writing as they occur.

1.5 If applicable, all terms and conditions of UMUC's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. The Consultant’s Proposal which is set forth as Exhibit A, is made a part of this Agreement.

2.0 PRESS RELEASES

Neither the Consultant nor any member of the Consulting Team shall issue any press release to any publication, including newspapers, without first clearing the text with and receiving prior written approval from the Project Coordinator.

3.0 PAYMENTS

3.1 Payment requests (invoices) shall be submitted electronically to the Accounts Payable Department, University of Maryland University College, 3501 University Boulevard East, Adelphi, MD 20783-8002 at accountspayable@umuc.edu.

3.2 The Consultant shall furnish each invoice with the Purchase Order or Contract number clearly indicated; the type of billing, i.e., the deliverable; and, additional information as may be specifically required elsewhere in this Agreement.

3.3 No invoice will be processed if there is a dispute between UMUC and the Consultant as to the current or cumulative services provided.

3.4 UMUC's approval of periodic payments to the Consultant shall not constitute, in any sense, approval or acceptance by UMUC of the Project work performed through the date of the invoice or of the Consultant's assertion of percentage of the Project work completed through the date of the invoice.

3.5 All Consultant invoices to UMUC shall set forth the Consultant's Federal Employer identification number, which is ____________.

4.0 PROJECT REVIEW MEETINGS

If so requested by the Project Coordinator, the Consultant shall meet as soon as possible after execution of this Agreement with the Project Coordinator and other UMUC staff to discuss
final details relative to commencement of and performance of the Project, invoices and payments, or other issues related to the Project work.

5.0 OWNERSHIP OF DOCUMENTS

5.1 All documents which are prepared by the Consultant or any member of the Consulting Team that form a part of the Project work under this Agreement shall be the property of UMUC and shall be delivered to the Offices of Human Resources and Payroll Services, and the Office of Legal Affairs of UMUC upon termination of this Agreement if UMUC so requests. The Consultant shall be responsible for the protection and/or replacement of any original documents in its possession. UMUC shall receive all original drawings, renderings, reports, or other materials, together with electronic copies of these items if available, and the Consultant shall retain a reproducible copy. All such documents, drawings, renderings, reports or other materials referenced above, are protected by the attorney-client and attorney work product privileges available under Maryland law.

5.2 For the consideration payable under this Agreement, all work product required by this Agreement shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UMUC shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The Consultant hereby assigns all rights, title and interest in and to the work to UMUC and agrees to require all members of the Consulting Team, as well as any agents or subcontractors of Consultant involved in Project work, to agree in writing that they assign to UMUC all right, title and interest in work product required by this Agreement. All work product required by this Agreement shall also be protected by the attorney-client and attorney work product privileges available under Maryland law.

6.0 UMUC PROCUREMENT TERMS AND CONDITIONS

6.1 to 6.12 of SCHEDULE 1 to this Agreement, attached hereto and incorporated herein by reference, include additional contract terms and conditions relating to administration of this Agreement when the value of this Agreement will NOT EXCEED $100,000.00. These terms and conditions are a part of this Agreement.

7.0 CONFIDENTIAL INFORMATION

7.1 Contractor acknowledges and understands that in connection with this Agreement, the performance of the Services and otherwise, Contractor has had or shall have access to, has obtained or shall obtain, or has been or shall be given the University’s Confidential Information (as defined herein). For purposes of this Agreement, “Confidential Information” means all information provided by the University to Contractor, including without limitation information concerning the University’s business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation. Confidential Information includes information in any and all formats and media, including
without limitation oral, and includes the originals and any and all copies and derivatives of such information.

7.2 Contractor shall use the Confidential Information only if and when required for the performance of the Services, and for no other purpose whatsoever, and only by Contractor employees engaged in that performance.

7.3 Contractor shall not, in any manner whatsoever, disclose, permit access to, or allow use of Confidential Information to any person or entity except as specifically permitted or required under this Contract.

7.4 Contractor acknowledges and understands that UMUC is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"), or the Maryland Public Information Act ("PIA"), including regulations promulgated thereunder, as the laws and regulations may be amended from time to time (collectively the "Privacy Laws"). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by UMUC’s employees. The Contractor agrees that it shall be obligated to protect and may only maintain and use the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as UMUC would be obligated if the Confidential Information was in the possession or control of UMUC. The Contractor further agrees that it is subject to the requirements governing the use and redisclosure of personally identifiable information from education records as provided in FERPA.

7.5 Contractor may disclose Confidential Information as required by legal process. If Contractor is required by legal process to disclose Confidential Information, Contractor shall immediately notify the University, and before disclosing such information shall allow UMUC reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.

7.6 Contractor’s obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.

7.7 Contractor acknowledges that Contractor’s failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the University grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Section 8 shall be a material breach of this Agreement.

7.8 Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor’s possession or control. Contractor shall forward any request for disclosure of Confidential Information to:
Office of Legal Affairs
University of Maryland University College
3501 University Boulevard East
Adelphi, MD 20783

7.9 Except to the extent otherwise required by applicable professional standards, the obligations under this section do not apply to information that (a) is or becomes generally known to the public, other than as a result of disclosure by Contractor, (b) had been previously possessed by Contractor without restriction against disclosure at the time of receipt by Contractor, (c) was independently developed by Contractor without violation of this Contract, or (d) Contractor and the University agree in writing to disclose. Each party shall be deemed to have met its nondisclosure obligations under this section as long as it exercises the same level of care to protect the other’s information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.

7.10 All Confidential Information received by Contractor shall be returned to the University or destroyed upon completion or termination of this Contract.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless UMUC, the State of Maryland, University System of Maryland ("USM"), and their respective agents, servants and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project work by the Consultant, provided that such claim, damage, loss, or expense is caused in whole or in part by any negligent or willful act or omission of the Consultant or any employee, agent or subcontractor of the Consultant. At UMUC’s request, the Consultant will defend UMUC or settle any suit, claim, or proceeding brought against UMUC in relation to this contract. This obligation is not intended to be or to imply a waiver of the sovereign immunity of UMUC, USM or the State of Maryland. The University does not assume any obligation to indemnify, hold harmless, or pay attorney’s fees that may arise from or in any way be associated with the performance or operation of this Agreement.

9.0 INSURANCE

The Consultant shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of services under this Agreement. The Consultant shall also maintain in full force and effect workers’ compensation insurance as required by the laws of the jurisdiction in which the services are performed. Upon request, the Consultant shall provide the University with evidence of such insurance.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers or officials.

UMUC:

________________
Signature

________________
Print Name

________________
Title, UMUC Director of Procurement

________________
Date

Consultant:

________________
Signature

________________
Print Name

________________
Title

________________
Date
EXHIBIT A

To CONSULTING SERVICES AGREEMENT ("Agreement") made the ___ day of ________, 20___, between the University of Maryland University College ("UMUC") and ____________________________ ("Consultant").

This document is Exhibit A to the Agreement.

Consultant warrants that it will provide all services necessary to fulfill the complete scope of services outlined in the specifications for the quoted costs noted on this Exhibit.
SCHEDULE 1 TO CONSULTING AGREEMENT
FOR ADMINISTRATIVE OR TECHNICAL SERVICES

1 Explanation of Terms

As used in Schedule 1, "State" means UMUC, as an individual instrumentality of the State, or all State agencies, units, and instrumentalities collectively, as required by the context of the use; “Agreement” means the Agreement to which this Schedule 1 is attached; and "Work" means the work of the Consultant required to complete the Project.

6.1 Maryland Law - The laws of Maryland shall govern the interpretation and enforcement of this Agreement.

6.2 Termination for Convenience - The University may terminate this Agreement, in whole or in part, without showing cause upon prior written notice to the Consultant specifying the extent and the effective date of the termination. The provisions of the USM Procurement Policies and Procedures, including the determination of rights and obligations of the parties, shall govern termination.

6.3 Termination for Default - When the Consultant has not performed or has unsatisfactorily performed the Agreement, payment shall be withheld at the discretion of the University. Failure on the part of a Consultant to fulfill contractual obligations shall be considered just cause for termination of the contract and the Consultant will not be entitled to recover any costs incurred by the Consultant up to the date of termination. The provisions of USM Procurement Policies and Procedures hereunder, including the determination of the rights and obligations of the parties, shall govern termination.

6.4 Changes - This Agreement may be amended with the consent of both parties. Amendments may not change significantly the scope of the Agreement.

6.5 Disputes - This Agreement shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Consultant shall proceed diligently with the performance of the Agreement in accordance with the Procurement Officer's decision. Claims not resolved by action of the Procurement Officer may be reviewable by the Maryland Board of Contract Appeals in accordance with State law.

6.6 Suspension of Work - The Procurement Officer unilaterally may order the Consultant in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the University.

6.7 Delays and Extension of Time - The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement.
Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without fault or negligence of the Consultant, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence or either the Consultant, its subcontractors or suppliers.

6.8 **Nondiscrimination in Employment** - The Consultant agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability, and (b) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

6.9 **Contingent Fee Prohibition** - The Consultant warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent, any fee or any other consideration contingent on the making of this Agreement.

6.10 **Ethics** - This Agreement is cancelable in the event of a violation of the Maryland Public Ethics Law by the Consultant or any University employee in connection with this Agreement.

6.11 **Intellectual Property** – Consultant agrees to defend upon request and to indemnify and save harmless UMUC, 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 Agreement.

6.12 **Family Educational Rights and Privacy Act (“FERPA”)** - The selected contractor may have access to, may obtain, or be given confidential information, including without limitation information concerning the University’s business strategies, political and legislative affairs, students, faculty, employees, vendors, contractors, student records or student financial information, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act (“FERPA”), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. The selected firm must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the University’s and borrower’s confidential information.