

Administered by University of Maine System

Office of Strategic Procurement

Request for Bid (RFB)

SMART FORM BUILDER SOLUTION

RFB #2023-050

BID SUBMISSION PACKAGE

**Issued Date:** November 8, 2022

**Response Deadline Date/Time:** November 22, 2022, 11:59 p.m. EST

Submitted electronically to UMSResponses@maine.edu

Email Subject Line – RC: Smart Form Builder Solution - RFB#2023-050

**Response Contact Information:**

Strategic Sourcing Manager (SSM): Robin Cyr

Email: robin.cyr@maine.edu

### **Appendix A – University of Maine System Response Cover Page**

RFB # 2023-050

Smart Form Builder Solution

|  |  |
| --- | --- |
| Organization Name: |  |
| Chief Executive – Name/Title: |  |
| Telephone: |  |
| Fax: |  |
| Email: |  |
| Headquarters Street Address: |  |
| Headquarters City/State/Zip: |  |
| Lead Point of Contact for Quote – Name/Title: |  |
| Telephone: |  |
| Fax: |  |
| Email: |  |
| Street Address: |  |
| City/State/Zip: |  |

1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
2. No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent’s response.
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
4. The undersigned is authorized to enter into agreement obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
   1. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
   2. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
   3. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University’s employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University’s employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
   4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to ''trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or Agreement, if any, executed between UMS and your entity.

*To the best of my knowledge all information provided in the enclosed response, both programmatic and financial, is complete and accurate at the time of submission.*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Name and Title (Printed) Authorized Signature

**Appendix B – Debarment, Performance and Non-Collusion Certification**

**University of Maine System**

**DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION**

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By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on Agreements issued by any governmental agency.
2. Have not within three years of submitting the proposal for this Agreement been convicted of or had a civil judgment rendered against them for:
   1. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or Agreement.
   2. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
   4. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
3. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

**Failure to provide this certification may result in the disqualification of the Respondent’s proposal, at the University’s discretion.**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Name and Title (Printed) Authorized Signature

**Appendix C – Required Cost Evaluation Exhibits**

University of Maine System

COST EVALUATION

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**GENERAL INSTRUCTIONS:**

1. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
2. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This “cost” will encompass the entire solution pricing along with all products and services offered as part of the solution.
3. Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of the University. You can add rows and columns required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.
4. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of services may be included.
5. The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.

**INSTRUCTIONS FOR - Exhibit 1 (Table 1) - Pricing**

The University needs to understand the associated lifecycle costs for your proposed system or service. Please be sure to include the total cost

**Item Description -** Provide a brief description of your product or service.

**Service Rate** – Provide service rate without discounting

**Rate** – Provide service rate with discounting

**Exhibit 1 (Table 1) –** Respondents will use this attachment to record all costs associated with this section.

Solution will support for 36 month term:

* Quantity 15 – Form Users
* Quantity 1,000 – Forms
* Quantity 100,000 – Submissions
* 10 GB – Storage Limit

Please provide any licensing package options in the table below

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Product** | **Monthly Investment** | **Contract Term**  **36 Months**  **To be billed in 12 month increments** | **Total** |
|  |  |  |  |  |
|  |  |  |  |  |
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|  |  |  |  |  |
|  |  |  |  |  |
|  |  | **Total Investment** | |  |

**INSTRUCTIONS FOR - Exhibit 1 (Table 2) - Professional Services Rate Schedule**

If you charge by the hour for professional services, provide a rate schedule, or range of hourly rates we could expect. Specify whether or not those rates include travel.

**Role/Position Title if Individual -** List role/position title of each role/position title from your organization that would be responsible for work on the project.

**Hourly Rate** - Is the hourly dollar amount that may be invoiced by role/position title.

**Exhibit 1 (Table 2) –** Respondents will use this attachment to record all costs associated with this section.

|  |  |  |
| --- | --- | --- |
| **#** | **Role of Individual / Position Title** | **Hourly Rate** |
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**Appendix D – Solution Requirements**

The solution must meet the following criteria to be considered in the evaluation.

All responses to the questions will reflect what is offered as part of the Respondent’s proposed solution. Respondents **MUST** indicate if the solution offered meets the requirement stated by entering “Yes”, “No” or “Partial”.

* **YES** - This response indicates the Respondents’ solution includes the requirement.
* **PARTIAL** – This response indicates the Respondents’ solution meets the requirement partially.
* **NO** – This response indicates the Respondents’ solution does NOT include the business functionality noted in the requirement.

If you answer “Partial” or “No” please provide the clarification in the Explanation column for what can be done to meet the requirement. You must indicate whether the enhancement is included in the cost for the solution provided in the Appendix C – Cost Exhibits or if it is an additional cost.

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Description** | **Respondent Response (enter one) Yes / Partial / No** | **Respondent's Comments** |
| 1 | Solution provides a cloud-based integrated approach. |  |  |
| 2 | Solution to create custom drag and drop creation of online forms to collect data. |  |  |
| 3 | Solution allows for conditional logic. |  |  |
| 4 | Solution allows Export of submissions to PDF. |  |  |
| 5 | Solution provides embeddable forms |  |  |
| 6 | Solution provides field calculations on forms. |  |  |
| 7 | Solution allows for forms to be styled with branding. |  |  |
| 8 | Solution allows for automated approval workflows |  |  |
| 9 | Document e-sign capability |  |  |
| 10 | Ability to email within the solution |  |  |
| 11 | Solution has the ability to integrate with Oracle Peoplesoft |  |  |
| 12 | Solution provides Salesforce Integration |  |  |
| 13 | Solution provides Single Sign On |  |  |