

Administered by University of Maine System

Office of Strategic Procurement

Request for Bid (RFB)

NON-RESIDENT EMPLOYMENT TAXATION TRACKING SOLUTION

RFB #2024-007

BID SUBMISSION PACKAGE

**Issued Date:** June 29, 2023

**Response Deadline Date/Time:** July 18, 2023, 11:59 p.m. EST

**Response Submission Information:**

Submitted electronically to UMSResponses@maine.edu

Email Subject Line – RC: Non-Resident Employment Tax Tracking - RFB#2024-007

**Response Contact Information:**

Strategic Sourcing Manager (SSM): Robin Cyr

Email: robin.cyr@maine.edu

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

**RFB # 2024-007**

**Non-Resident Employment Tax Tracking**

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| --- | --- |
| 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**

**RFB # 2024-007**

**Non-Resident Employment Tax Tracking**

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

**RFB # 2024-007**

**Non-Resident Employment Tax Tracking**

**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. Identify all costs by year, to be charged for performing the services necessary to accomplish the objectives of this document.
6. If there are additional options or services that are not included in the offering, they must be identified and itemized as “optional” and include a description of the product or service and the costs of the option. All items identified in the response (including third party items required) will be considered free add-ons to the proposed solution at the prices included in this response unless expressly stated otherwise.
7. Pricing will be guaranteed by the vendor for the term of the Agreement.
8. 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.
9. An **MS Excel Version** must be included in your final submission for all of these tables. For a copy of the excel version, email the contact provided on the cover page of this document.

**INSTRUCTIONS FOR - Exhibit 1 (Table 1) - Licensing and Maintenance Agreement Pricing and/or Data Maintenance / Subscription Pricing**

The University needs to understand the associated lifecycle costs for your proposed system or service. For solution responses that leverage the University’s existing investments, the Respondent must provide which investments the University needs to maintain. For solution responses that do not leverage the University’s investments, the Respondent must provide what additional investments would be needed to support the solution.

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

**Initial Cost “One Time” Training** – Provide any initial ‘one-time’ costs associated with the solution for training costs.

**Initial Cost “One Time” Implementation** – Provide any initial ‘one-time’ costs associated with the solution for implementation costs.

**Initial Cost “One Time” Other -** Provide any initial ‘one-time’ costs associated with the solution other than year 1 licensing and support, training and implementation costs.

**Cost (Year 1 – 5) -** All licensing and maintenance agreement pricing should include rates during the Agreement period and anticipated future rates.

**Subtotal** – Subtotal of the Extended Cost figures.

**Less Discount** – Discount offered off the Subtotal figure.

**Total** – Subtotal less Discount.

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

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| **#** | **Item Description** | **Initial Cost “One Time” Training** | **Initial Cost “One Time” Implementation** | **Initial Cost “One Time” Other** | **Year 1**  **Cost** | **Year 2**  **Cost** | **Year 3**  **Cost** | **Year 4**  **Cost** | **Year 5**  **Cost** |
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|  | **Subtotal** |  |  |  |  |  |  |  |  |
|  | **Discount** |  |  |  |  |  |  |  |  |
|  | **Total** |  |  |  |  |  |  |  |  |

**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.

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| --- | --- | --- |
| **#** | **Role of Individual / Position Title** | **Hourly Rate** |
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**INSTRUCTIONS FOR - Exhibit 1 (Table 3) - Pricing for Custom Features Deliverables**

If you solution requires custom deliverables please, provide rate schedule for the high-level deliverables defined RFB Section 1.1.3 and 1.1.4.

Costs for subcontractors are to be broken out separately.

**Deliverable Name -** Provide a brief name for the deliverable.

**Role/Position Title (Exhibit 1 Table 2) -** List each role/position title from your organization that would be responsible for contributing to completion of the deliverable. Bidder will replace verbiage ‘Position Title 1’, etc. with the appropriate actual role/position title in **Exhibit 1 (Table 2).**

**Hours** – Note the total hours that will be required to provide the contribution necessary to complete the deliverable for each role/position title.

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

**Cost Estimate** – Calculation of the (Hours x Hourly Rate = Cost Estimate)

**Sub-Total** – Provide a sub-total for each deliverable.

**Total** – Total cost for all deliverables to complete. Your list of deliverables should trace back to the objectives and requirements listed in this document. Where a requirement is addressed by your product or service without customization, indicate that under the Explanation and reference the Licensing and Maintenance schedule above.

Total compensation for services rendered and deliverables shall include any hourly billing rate and all expected related expenses, both actual and administrative.

**Less Discount** – Discount offered off the Subtotal figure.

**Grand Total** – Subtotal less Discount.

**Exhibit 1 (Table 3) –** Respondents will use this attachment to record all costs associated with this section.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Deliverable** | **Role / Position Title (Table 2)** | **Hours** | **Hourly Rate** | **Extended Cost** |
| Professional Services engagement, only if required for successful implementation of the solution with all features specified in the document. | | | | |
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**Appendix D – Solution Requirements**

The solution must meet the following criteria to be considered in the evaluation. Please provide documentation to support the following requirements:

1. Narrative description of the solutions proven track record to offer full integration with Oracle HCM, including but not limited to:

* update payroll taxation record based on residency status including tax treaty information for compliant payroll processing; also includes preventing Form W-4 updates in specific instances
* report treaty benefits correctly on annual Form 1042S
* employees use information to complete 1040NR/1040

The response must provide documentation to support the proven track record of implementation of full integration with Oracle HCM.

1. Narrative description of the solutions track record to offer a secure system that meets UMS standards for protection of employee data.
2. Narrative description of the solutions track record to offer easy to use and understand interface for end users who do not have English as primary language.
3. Narrative description of the solutions track record to offer campus solutions integration:  NRA reporting for scholarships and fellowships on Form 1042S.
4. A copy of the University of Maine System, Master Agreement was provided for your review. The term of the initial agreement will be five (5) years with option for five (5) year renewal upon the parities’ mutual written agreement. If there are additional edits or clauses please include them as markups to that document. If not, please indicate as a response to this question that the terms are agreed to.