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**Amendment #1 to Request for Proposals (RFP)
NO. DGSR8400113
Department of Budget & Management
eMaryland Marketplace eProcurement Solution
April 5, 2018**

This Amendment is being issued to amend and clarify certain information contained in the above named RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions are listed below. New language has been double underlined and marked in bold (ex. **new language**), and language deleted has been marked with a ~~strikeout~~ (ex. ~~language deleted~~).

1. AMEND the Key Information Summary Sheet to extend the Technical Proposal Due Date and Questions Due Date as follows:

Proposal Due (Closing) Date and Time:	<p>Technical Proposal: Friday, April 27<u>May 11</u>, 2 p.m. Local Time</p> <p>Financial Proposal: Two weeks from the conclusion of the Technical Evaluation, at the time and date stated by the Procurement Officer.</p> <p>Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page iii).</p>
Questions Due Date and Time	April 13 <u>27</u> , 2018; 5:00 pm Local Time

2. AMEND page v of the Table of Contents to as follows:

<u>Project/Contract Number</u>	Error! Bookmark not defined.
<u>Attachment DE. Veteran-Owned Small Business Enterprise (VSBE) Forms</u>	Error! Bookmark not defined.

3. AMEND RFP Section 1.1.1 “Summary Statement” as follows:

1.1.1 The Department of Budget & Management (DBM or the "Department") is issuing this Request for Proposals (RFP) on behalf of the State of Maryland to award a single contract for a state-

of-the-art, commercially available Software as a Service (SaaS), enterprise-wide, multi-jurisdictional, self-supporting eMaryland Marketplace (eMM) eProcurement solution, **which is expected to be rebranded as eMaryland Marketplace Advantage (eMMA)**, for use by all State executive branch state agencies. In addition, eMM shall be available for use by any other State, local, or other Maryland public body.

4. AMEND the Section 1.2.2.2 footnote 4 to correct links to Treya Partners and Blue Ribbon Commission reports, respectively, as follows:

⁴ See, e.g., *Procurement Improvement Review*, State of Maryland, May 2013, Treya Partners. <http://msa.maryland.gov/megafile/msa/speccol/sc5300/sc5339/000113/017000/017746/unrestricted/20131758e.pdf>; *Review of Maryland's Procurement Policies and Structures*, November 2014, Department of Legislative Services <http://mgaleg.maryland.gov/Pubs/BudgetFiscal/2014-Procurement-Structures-Policies-Practices.pdf>; and "Reforming State Procurement for Maryland Businesses," June 2016, One Maryland Blue Ribbon Commission <https://marylandassociationofcounties.files.wordpress.com/2016/07/reforming-state-procurement-for-maryland-businesses.pdf>.

5. AMEND RFP Section 1.3.2 "Required Functionality" as follows:

1.3.2 Required Functionality

The Contractor's **solution must provide and the Contractor** must implement the Public Posting functions identified in Appendix 4, **Functional Requirements Documents Desired Solution Functionalities**, Table 3-5, and associated configuration, data migration, testing, training, and other tasks such that the public posting functions are fully operational for all Users by July 31, 2019.

6. ADD RFP Section 1.3.4.4 "Meetings" as follows:

1.3.4.4 Meetings

The Contractor shall meet bimonthly, or as frequently as may otherwise be agreed, to discuss all actions, develop a road map of all current or future work, work plans, enhancements, requirements, deliverables, functionality, tools, or other matters that are, may, or will be part of any contracted solution service, which will be finalized in a Statement of Work document such as that presented in Attachment P. In delivering services under the Contract, Contractor personnel will have access to a designated space at State offices and office equipment including whiteboard, phones and desks.

7. AMEND RFP Sections 1.3.4 "Architecture" through 1.3.10 "Deliverables" to reflect correct sequential numbering such that section numbers are Section 1.3.5 "Architecture" through Section 1.3.11 "Deliverables" and internal references in Section 1.3.11 and 2.3.3B are updated accordingly.

8. AMEND RFP Section 1.4.1 of "Optional Features or Services, Future Work" as follows:

1.4.1 In addition to its proposed eProcurement solution functionality, the Contractor may be called upon to provide other functionality related to end-to-end procurement processing such

as accounting, financial information management, and financial reporting through Work Orders (refer to RFP Section 2.14). See Appendix 4 ~~Functional Requirements Document~~ Desired Solution Functionalities Table 21-1 for a list of desired functions for future work.

9. AMEND RFP Sections 2.3.3 and 2.3.4 to correct links by adding spaces as follows:

2.3.3 Deliverable Invoicing

- A. Deliverable invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF is not submitted (see online example at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf).
- B. Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in RFP Section 1.3.10 and as proposed by the Contractor.

2.3.4 Time and Materials Invoicing

- A. All time and material invoices shall be accompanied by a signed timesheet as described below and notice(s) of acceptance issued by the State DPAF for each time period invoiced (see online example at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf)>>. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person’s timesheet for the period signed by the Contract Monitor.

10. AMEND RFP Section 2.6.1 D as follows:

- D. Cyber Security/Data Breach Insurance – (For any service offering hosted by the Contractor) ~~ten~~five million dollars (\$~~10~~5,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State’s claimants or employers is processed or stored.

11. AMEND RFP Table 1: RFP ATTACHMENTS AND APPENDICES as follows:

Appendices			
Applies?	When to Submit	Label	Appendix Name
Y	Not Applicable	1	Abbreviations and Definitions
Y	With Proposal	2	Offeror Information Sheet
Y	n/a	Appendix 2	Labor Categories

Y	Before Proposal	Appendix 3 - Offeror NDA	Non-Disclosure Agreement (Offeror)
Y	With Proposal	Appendix 4	<u>Desired Solution Functionalities</u> Requirements Document (FRD)
Y	Not Applicable	Appendix 5	Procurement Instructions and Process

12. AMEND RFP Attachment F Item J to correct link as follows:

- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>~~http://www.dllr.state.md.us/labor/pre~~
[v/livingwage.shtml](http://www.dllr.state.md.us/labor/pre/livingwage.shtml) and clicking on Living Wage for State Service Contracts.

13. AMEND Section 7.2 of RFP Attachment M “Contract” as follows:

7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract, **or enhancements or modifications to Contractor Pre-Existing Intellectual Property** will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property **solely** in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.

14. AMEND Section 10.1 of RFP Attachment M “Contract” as follows:

10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys’ fees and costs), ~~whether or not involving a third party claim,~~ which arise out of or relate to the Contractor’s, or any of its subcontractors’, performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or

suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

15. AMEND Section 29 of RFP Attachment M "Contract" as follows:

29. Limitations of Liability

29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:

- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 5 "Patents, Copyrights, Intellectual Property"** of this Contract, provided that the Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) the State's unauthorized modification or alteration of the Contractor's solution ii) use of the Contractor's solution in combination with other products not furnished by Contractor; iii) the State's use other than in accordance with applicable terms of use;
- (b). Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall not exceed two (2) times the total value of the Contract or \$1,000,000, whichever is greater. Third party claims arising under Section 6 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. ~~Contractor's liability for third party claims arising under Section 6 of this Contract shall be unlimited, if the State is not immune from liability for claims arising under Section 6.~~ The above limitation of liability is per incident.
- (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.

29.2 Contractor's indemnification obligations for Third party claims arising under Section 6 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.

29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

16. ADD RFP Attachment P "Statement of Work Sample" as follows:

Attachment P. Statement of Work Sample

SAMPLE STATEMENT OF WORK (SOW)

Attachment "P" is hereby incorporated into and made an integral part of Contract DGSR8400113 between _____ (Contractor) and the State of Maryland.

In the event of any discrepancy between this Attachment "P" and Contract DGSR8400113, the provisions of Contract DGSR8400113 shall control.

A completed SOW from the Contractor to the requesting User is required to accompany any request from a User for the State of Maryland to process a Contract Order.

1. **Effective Date of this SOW: This SOW is effective as of <<Insert Date>>**
2. **Authorized User (Agency/Institution/Department): <<Insert name of State entity>>**
3. **User Contact Info: <<Insert all address and other contact information of the State entity>>**
4. **Ship To/Bill To Addresses: <<Insert relevant information to appear to correctly bill information.>>**
5. **Project Description: <<Insert a name and description for project, goals, etc.>>**
6. **Scope of Work:**
 - a. **Number of licenses if applicable:**
 - b. **Services required:**
 - c. **License Document templates needed:**
 - d. **Custom report needs (other than packaged reports):**
 - e. **Data conversion requirements:**
 - f. **Training Plan and number & type of users:**
7. **Timelines:**
8. **Deliverables:**
9. **Project Milestones (if applicable):**
10. **Acceptance and Testing Criteria:**
11. **Controls and Guidelines:**
12. **Scheduled Work Hours:**
13. **Travel Required/ Primary Work Place:**
14. **Cost of Materials and/or Labor Hours as Provided in Financial Proposal:**
15. **Other:**

16. Background information of the User (systems, equipment, etc):

17. Facility, equipment, etc., to be provided by User:

COORDINATED BY:

Contractor

<<State Entity>>

BY: _____

NAME: _____

TITLE: _____

DATE: _____

17. AMEND Appendix 4 as indicated in the attached Excel spreadsheet to change its name to “Solution Functionality and Features” to better reflect the nature of the document; add requirement y to Table 1; change Table 14-1 d and Table 14-3; and alter document permissions such that cell content can be copied.

18. AMEND Appendix 5 Procurement Instructions and Process as follows:

A. Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)

- 1) The Offeror shall address each RFP requirement (RFP **Section 21** and **Section 32** and **Appendix 4**) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). The Offeror shall propose any additional functionality such as accounting, ERP, and financial management systems, as requested in RFP Section 1.4 “Optional Services.” If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in RFP **Sections 1 and 2** in order, and shall contain a cross reference to the requirement.

19. AMEND Section 3.2.1 of Appendix 5 Procurement Instructions and Process as follows:

3.2.1 Offeror’s Technical Response to Requirements and Work Plan (See Appendix 5 **Section 2.3.2.F**), including but not limited to the following considerations, which are listed in descending order of importance:

- a) The proposed solution’s ability to meet and exceed the ~~functional requirements~~ **desired solution functionalities** listed in Appendix 4 to meet the objectives stated in the RFP;

- b) Technical capabilities of the solution, including any inherent risk;
- c) Implementation plan, including strategy and timeline;
- d) Service Level Agreement; and
- e) Acceptance of State terms and conditions.

Issued and authorized by

<signed>
Rachel Hershey
Procurement Officer