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QUESTIONS AND RESPONSES # 7
PROJECT NO. DGSR8400113
Department of Budget & Management
eMaryland Marketplace eProcurement Solution RFP
August 15, 2018

Ladies/Gentlemen:

This List of Questions and Responses #7, Questions #83 through #98, is being issued to clarify certain information contained in the above named RFP.

In most instances the Department's response to the submitted questions merely serves to clarify the existing requirements of the RFP. Sometimes, however, in submitting questions potential Offerors may make statements or express interpretations of contract requirements that may be inconsistent with the Department's intent. To the extent that the Department recognizes such an incorrect interpretation, the provided answer will note that the interpretation is erroneous and either state that the question is moot once the correct interpretation is explained or provide the answer based upon the correct interpretation.

No provided answer to a question may in and of itself change any requirement of the RFP. If it is determined that any portion of the RFP should be changed based upon a submitted question, the actual change may only be implemented via a formal amendment to the RFP. In this situation the answer provided will reference the amendment containing the RFP change.

Questions and Responses # 7

83. If during the evaluation and award, a firm is still in process of becoming a certified MBE in Maryland, will the State acknowledge that firm as qualified to meet the MBE requirements of the RFP or will it not be considered since the firm is not officially registered. In other words, is documentation proving we are working toward Maryland MBE certification enough or does a firm have to be certified at time of submission to qualify?

Response: An entity must be certified as an MBE at the time of proposal submission in order for subcontracting work assigned to that entity to count toward the MBE subcontracting goal. An entity that is in process of becoming a certified MBE or whose MBE certification is pending cannot be considered. COMAR 21.11.03.15A.

84. Attachment M, Section 2, Definitions: We assume the State will be open to refinement of definitions in Section 2 during the contracting phase?

Response: Definitions may possibly be refined or changed as needed for a particular Statement of Work. Offerors should not assume definitions applicable to the Contract and RFP will change and should advise of any problematic definitions applicable to the RFP and Contract via an exception.

85. *Attachment M, Section 3 – Scope of Contract: To clarify, will any SOW be related to the scope presented in the RFP but not solely exclusive to the scope related to the RFP? Will the SOW to be a stand-alone document, once executed by both parties represents the RFP but the RFP itself is not a contractual artifact unless otherwise appended to the SOW/Contract as an appendix*

Response: Yes. Any SOW issued by the State will be related to the scope set forth in the RFP. The RFP is incorporated into the Contract by reference, as will any subsequent SOW.

86. *Attachment M, Section 4 – B Termination: We assume the State will be amenable to discussion around termination and specifically termination for convenience without notice.*

Response: The State’s Termination for Convenience clause is a mandatory provision, per COMAR 21.07.01.12, and therefore will not be altered.

87. *Attachment M, Section 4 – C Termination: As it relates to default, we assume the State will be open to language that includes the opportunity to remedy any identified defaults, prior to termination.*

Response: The Termination for Default clause set out in the Contract is the short form version of the clause and any termination under it is governed by the long form version of the clause. See COMAR 21.07.01.11. A and B. The long form version provides for a minimum 10 day cure period and gives the procurement officer discretion to establish a longer period of time.

88. *Attachment M, Section 4 – E Termination: We assume the State will allow for Contractor based Termination for lack of performance on behalf of the state, particularly as it relates to deployment.*

Response: No, the Contractor may not terminate any Contract resulting from this solicitation.

89. *Attachment M, Section 3 5 – Service Levels: The State will agree to license services related to required SLAs or alter contractual requirements around SLAs if prohibitive. To clarify, if we need to significantly alter price to meet the contractual SLA and the State finds a lower SLA is more financially feasible, that we can agree to that later.*

Response: SLAs will be proposed by Offerors as part of the Technical Proposal. See RFP Section 1.3.4. Once the technical evaluation concludes, by which point any SLAs will be finalized, Offerors will submit their financial proposals based on their final technical proposal as altered during the technical evaluation by cure letters, oral presentations, etc. See RFP Key Information Summary Sheet. In this way, an Offeror’s pricing can be responsive to the proposed SLA.

90. *Attachment M, Section 23, Competitive Pricing: The Contractor will not accept this clause as written.*

Response: Attachment M, Section 23 “Competitive Pricing,” has been revised. See Amendment 10, Item 1.

91. *We assume the State will discuss appropriate damages and necessary coverage based upon the final scope to be determined as part of the contracting process. Meaning, liquidated damages should have a cap based on the contract value and potential impact to the State's operations. As written it is limitless.*

92. **Response:** The liquidated damages provision referenced in RFP Section 2.4.1 and Attachment M, Section 28, is a mandatory clause that applies specifically to a Contractor's Minority Business Enterprise obligations in the event that the Contractor fails to comply in good faith with the requirements of the law and the Contract, all of which are well within the control of the Contractor. Given the State's interest in fostering Minority Business Enterprises and the Contractor's ability to control its interactions with its subcontractors, the amount of risk assumed by the Contractor under Section 28 is appropriate and in accordance with the applicable statute and regulation. . See SFP §14-303(b)(6), COMAR 21.11.03.10E. The liquidated damages other than MBE in RFP Section 2.4.2 does contain a cap. *What type of training services does the State of Maryland require? Administrator training? Train the trainer? End User training? On-site classroom training? On-demand training?*

Response: Offerors should propose all training necessary for the State to use its system. A train-the-trainer format is expected, given economy and efficiency considerations, but not required. See RFP Section 1.3.4.2.

93. *RFP Sections 1.3.6—Data Conversion and 1.3.10.4: Would allowing in-process transaction to complete in their existing system be an acceptable approach? Converting in-process transactions is very complex and error prone.*

Response: Assuming that in-process transactions refers to uncompleted Sourcing Events (see RFP Appendix 1), it is anticipated that the only in process transactions to be moved from an existing to a new system would be open solicitations, which must be moved to a new system.

94. *RFP Sections 1.3.6—Data Conversion and 1.3.10.4: Would loading historical data into a data warehouse be an acceptable approach? Typically, the complexity of mapping all historical data to a new system is cost prohibitive and data warehouses or other archive reporting methodologies provide a much more cost effective way to maintain access to historical data.*

Response: An Offeror may propose loading historical data into a data warehouse as part of its solution to the State's needs as stated in the RFP. This approach will be evaluated during the technical evaluation of proposals.

95. *RFP Sections 1.3.6—Data Conversion and 1.3.10.4: What historical data elements would need to be accessible by the public vs simply available to the State?*

Response: RFP Section 1.3.6 specifies requirements related to data conversion. Beyond the requirements stated in the RFP, the State and Contractor will discuss additional details following award in a SOW and upon completion of a vendor data standard table.

96. *What is meant by a system design document ("SDD")? In a SaaS approach, we will not be designing a new system or customizing a solution for the State but rather using a commercially available solution, as such, a system design document is typically not used in our approach.*

Response: To clarify, some customization may be necessary to an Offeror's proposed solution. An SDD is needed for the integration programming and any feature that must be developed if it is not already available in the system. The State expects, at a minimum, that Offerors identify what will be developed and how it connects within the larger system. Further, for the overall system, it is also expected that an Offeror's System Configuration Document detail all setup and configuration . See Section 1.3.11 and Amendment 10, Item 2.

97. *2.3.4 Time and Materials Invoicing— Does this section apply if we provide a fixed price proposal?*

Response: Time and Materials pricing is not requested in the Financial Proposal Form, which is the required format for Offeror Financial Proposals.

98. *For the 11% MBE/Veteran requirement, how is the 11% calculated? Is it 11% of the total 5 year contract value (license fees + services) or 11% of the services or 11% of the first year license, other?*

Response: The 10% MBE commitment is calculated based upon total payments to the Contractor during the Contract term including any exercised options. The 1% percent VSBE commitment is separately calculated based upon total payments to the Contractor during the Contract term including any exercised options. For example, if a Contractor received \$100 dollars during a five year contract with a 10% MBE commitment and 1% VSBE commitment, the Contractor would be expected to pay \$10 to its MBE subcontractor(s) and an additional \$1 to its VSBE subcontractor(s) over the course of the five year contract. Offerors are instructed to read thoroughly the MBE and VSBE guidance and instructions contained in the RFP and Attachments.