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**Amendment #8 to Request for Proposals (RFP)
NO. DGSR8400113
Department of Budget & Management
eMaryland Marketplace eProcurement Solution
July 26, 2018**

This Amendment is being issued to amend and clarify certain information contained in the above named RFP and in keeping with efforts within the State of Maryland to modernize and improve procurement processes throughout the State. 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 RFP Section 1.6 “Change Control and Advance Notice” as follows:

1.6 Change Control and Advance Notice

- A. Unless otherwise specified in an applicable SLA, the Contractor shall give ~~seven (7)~~ **5 Business Days** advance notice to the State of any upgrades or modifications that may impact service availability and performance.

2. AMEND RFP Section 1.7 “Market Check” as follows:

1.7 Market Check

See Attachment M, Contract Provision 23. ~~If any other customer of Contractor obtains aggregate pricing and/or rebate terms with respect to the SaaS provided hereunder which is more favorable (taking into account all credits, discounts, rebates, adjustments, bonuses, allowances or any other incentives offered) than those terms provided to the Department at any time during the term of the Contract, Contractor will retroactively adjust the pricing and/or rebate terms under the Contract to conform to the more favorable terms and Contractor shall promptly pay the Department any amounts owing there from. The Department shall have the right to conduct periodic reviews of Contractor’s books and records to confirm Contractor’s compliance with the provisions of this paragraph.~~

3. AMEND RFP Section 1.8 “Continuous Improvement” as follows:

1.8 Continuous Improvement

The Contractor shall, on a continuing basis and as part of its quality management and maintenance processes, identify ways to improve its solution and its service levels, and apply best practices (including improvements in available technology to achieve such performance improvements). The Contractor agrees to provide the Contract Monitor with written notification of any known hardware, services, firmware, or software changes at least sixty (60) days, or sooner if agreed to by the Contract Monitor in writing, in advance of any proposed date for implementing such changes that may affect the features, functionality, or method of operation or delivery of any service or product offered under the Contract resulting from this solicitation. Upon the Contract Monitor's request, the Contractor shall promptly provide all documentation needed to evaluate the impact of such changes ~~and receive the Contract Monitor's written approval prior to implementation.~~

4. AMEND RFP Section 2.2 "End of Contract Transition" as follows:

2.2 End of Contract Transition

See Attachment M, Contract Provision 11, "Transition Assistance." ~~2.2.1 The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 120 days prior to Contract end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:~~

- ~~A. Provide additional services and support as specified in RFP Section 2.2.4 to successfully complete the transition~~
- ~~B. Maintain the services called for by the Contract at the required level of proficiency~~
- ~~C. Provide updated System Documentation (refer to Appendix 1 Abbreviations and Definitions), as appropriate~~
- ~~D. Provide current operating procedures (as appropriate)~~

~~2.2.2 The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of the Contract.~~

~~2.2.3 The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contract Monitor.~~

~~2.2.4 The Contractor shall support end of Contract transition efforts with technical and project support to include but not be limited to:~~

- ~~A. The Contractor shall provide a draft Transition-Out Plan to the Contract Monitor 120 days in advance of Contract end date. The plan must address the following at a minimum:~~

- ~~1) Any staffing concerns/issues related to the closeout of the Contract~~

- ~~2) — Communications and reporting process between the Contractor, the Department and the Contract Monitor~~
 - ~~3) — Security and system access review and closeout~~
 - ~~4) — Any final training/orientation of Department staff~~
 - ~~5) — Connectivity services provided, activities and approximate timelines required for Transition Out~~
 - ~~6) — Knowledge transfer, to include:
 - ~~a) — A working knowledge of the current system environments as well as the general business practices of the Department~~
 - ~~b) — Review with the Department the procedures and practices that support the business process and current system environments~~~~
 - ~~7) — Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues)~~
 - ~~8) — Any risk factors with the timing and the Transition Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions, including proposed timelines for solution implementation.~~
- ~~B. — Provision of copies of any current daily and weekly back-ups to the Department or a third party as directed by the Contract Monitor as of the final date of transition, but no later than the final date of the Contract.~~
- ~~C. — Access to any data or configurations of the furnished product and services shall be available after the expiration of the Contract as described in RFP Section 2.2.5 below.~~

~~2.2.5 — Return and Maintenance of State Data~~

- ~~A. — Upon expiration or earlier termination of the Contract Term, the Contractor shall: (a) return to the State all State data in either the format prescribed by the Contract Monitor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 3 years (“the retention period”) from the date of termination or expiration of the Contract term; (c) after the retention period, the Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST) approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final invoice for the services provided hereunder shall include all charges for the retention period.~~
- ~~B. — During any period of service suspension, the Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the Contract Monitor.~~
- ~~C. — In addition to the foregoing, the State shall be entitled to any post termination/expiration assistance generally made available by Contractor with respect to the services.~~

5. AMEND RFP Section 2.3.6 “Travel Reimbursement” as follows:

2.3.6 Travel Reimbursement

Travel will not be reimbursed **for services provided** under this RFP except as provided in the Contractor’s Financial Proposal **or pursuant to a Statement of Work in accordance with the State’s, or other Authorized User’s, travel policies.**

6. 4. REPLACE entirely Attachment M “Contract,” with an updated Attachment M as issued with this Amendment.
7. AMEND Appendix 1, Definition I “Contractor Personnel” as follows:
 - A. Contractor Personnel – Employees and agents and subcontractor employees and agents, **including third party providers**, performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
8. AMEND Appendix 1, Definition JJ “Software As A Service (SAAS)” as follows:
 - JJ. ~~Software as a Service (SaaS)—A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this RFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document.~~ **See definition in Contract, Attachment M, Provision 2.**
9. AMEND Appendix 1, Definition OO “System Documentation” as follows:
 - B. System Documentation – **See definition of “Documentation” in Attachment M, Contract, Provision 2.** ~~Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:~~
 - 1) ~~Source Code: this includes source code created by the Contractor or subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the Contract.~~
 - 2) ~~All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.~~
 - 3) ~~All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.~~
 - 4) ~~All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation.~~
 - 5) ~~A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).~~
 - 6) ~~All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how to guides.~~
 - 7) ~~Operating procedures.~~
10. REPLACE Appendix 1, Definition SS “Upgrade” with “Update” as follows:
 - SS. **Update**grade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements. **See definition in Contract, Attachment M, Provision 2.**

11. AMEND Appendix 5, Section 2.3.2 H as follows:

H. Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

- 1) The number of years the Offeror has provided the similar goods and services;
- 2) The number of clients/customers and geographic locations that the Offeror currently serves;
- 3) The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract;
- 4) The Offeror's process for resolving billing errors; and
- 5) An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror **as well as any controlling foreign interest in the Contractor or any affiliates;**
- 6) Any additional functionality the Offeror provides in terms of systems that integrate with eProcurement solutions such as accounting, ERP, financial management, etc. See RFP Section 1.4 "Optional Services."

Issued and authorized by

<signed>
Rachel Hershey
Procurement Officer