



LARRY HOGAN  
Governor

BOYD K. RUTHERFORD  
Lieutenant Governor

DAVID R. BRINKLEY  
Secretary

MARC L. NICOLE  
Deputy Secretary

**QUESTIONS AND RESPONSES # 2**  
**PROJECT NO. DGSR8400113**  
**Department of Budget & Management**  
**eMaryland Marketplace eProcurement Solution RFP**  
**April 5, 2018**

Ladies/Gentlemen:

This List of Questions and Responses #2, Questions #16 through #21, 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 # 2**

*16. Would you mind explaining "total cost of ownership model" bit more. Shall the cost proposal be i.) one cost that includes all Maryland agencies , or ii.) cost to State of Maryland agency with tiered pricing (by entity size) for each agency?*

**RESPONSE:** The State is requesting an enterprise-wide license for all State, local, and other public entities anticipated to use eMM. See the Excel spreadsheet labeled Attachment B for the pricing form containing the required pricing format. The emphasis of RFP Section 1.2.4.4 describing the "total cost of ownership" is on how the State intends to fund the project rather, not how the Contractor will be paid for it.

*17. Would you mind explaining “ongoing operational funding will be generated through the transactional orders processed” a bit more. Does this mean i) Vendor/Supplier will pay a fee, or ii.) Annual Licensing fee paid by State?*

**RESPONSE:** It is expected that suppliers and purchasers will pay fees based on their size and the transaction amount. An annual enterprise wide licensing fee will be paid by the State to the Contractor.

*18. Is a Parental Guarantee as described in Appendix 5 Section 1.16.3 and 1.16.4 required? If so how can a parent know the contract terms and conditions on which the guarantee is based before the contract is awarded?*

**RESPONSE:** A parental guarantee is required only if a subsidiary Offeror intends to rely on its corporate parent as part of its proposal or performance under the Contract. For example, if the subsidiary Offeror wants to submit its corporate parent’s financial statements as proof of financial viability in lieu of its own financial statements, a parental guarantee would be required. If the subsidiary Offeror submitted its own financial statements, a parental guarantee would not be required in that instance. If a parental guarantee applies, the parent organization can review the State Contract found in Attachment M and the RFP to be apprised of the applicable terms and conditions. In accordance with the Department’s procurement process, neither the RFP nor Contract are negotiated after recommendation for award.

*19. How should we respond in describing a work plan for items such as SLA, 1.7 Market Check, 2.3 Invoicing, 2.4 Liquidated Damages, 2.6 Insurance Requirements, etc. which do not seem conducive to be included in a Work Plan?*

**RESPONSE:** The Offeror should state whether it will comply with the stated requirements and, if applicable, how it will do so.

*20. As a SaaS solution, our security protection measures are the same for all customers. Would we be compliant in our response by describing what we do for security protection?*

**RESPONSE:** Without knowledge of a particular Offeror’s security protection measures, the State cannot comment on whether that Offeror’s measures meet the requirements of the RFP, particularly RFP Sections 2.5 “Disaster Recovery (“DR”) and Data” and 2.7 “Security Requirements.” Offerors are advised to comply the requirements in the RFP; should an Offeror’s proposal fail to do so, the State would address any shortcomings in a Cure Letter.

*21. Will there be an opportunity for us to ask clarifying questions based on your answers to questions asked by vendors?*

**RESPONSE:** Yes, any question may be posed until the deadline for questions has passed. See Amendment 1 for new Question Due Date.