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**QUESTIONS AND RESPONSES # 6**  
**PROJECT NO. DGSR8400113**  
**Department of Budget & Management**  
**eMaryland Marketplace eProcurement Solution RFP**  
**July 26, 2018**

Ladies/Gentlemen:

This List of Questions and Responses #6, Questions #35 through #82, 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 # 6**

*35. Regarding Contract Provision 2.1, may the Technical Proposal take precedence over the RFP, as it describes the standard functionality in the software applications (versus Maryland's specific technical requirements as stated in the RFP)?*

**Response:** No. Discrepancies between the RFP and an Offeror's Proposal are addressed during the evaluation process. If an Offeror proposes a deviation to a requirement that is acceptable to the State, the State will address the deviation via an amendment to the RFP and/or explicit acceptance of an Offeror's proposed alternative.

*36. Regarding Contract Provision 2.1., may the Financial Proposal take precedence over the RFP as it was formulated in the SaaS context (versus traditional on-premise software)?*

**Response:** No.

37. *Regarding Contract Provision 2.1, would the State of Maryland accept a negotiated version of the NASPO agreement as the governing contractual agreement, as it was designed under a SaaS framework?*

**Response:** No. However, the State has revised its standard contract for this procurement. See Amendment 8, Item 6.

38. *Regarding Contract Provision 2.2., please provide examples of situations where Maryland would make changes to the scope of work unilaterally (i.e., without vendor's consultation and agreement). Would Maryland be willing to work collaboratively with vendor to determine which changes in scope would justify changes to pricing/subscriptions/services?*

**Response:** Unilateral changes made in accordance with Section 3.B of the Contract, Attachment M, are often insubstantial changes, e.g., changing an invoice submission address or the named procurement officer. Substantive changes affecting a Contractor's price would typically be made through a modification. The State will generally work collaboratively with the Contractor if time and circumstances allow, but may issue a unilateral change order when necessary. This is a mandatory contract term. See COMAR 21.07.01.02. The State has revised its standard contract for this procurement. See Amendment 8, Item 6.

39. *Would the State of Maryland be willing to remove Contract Provision 4.3 and replace it with mutually negotiated language that requires the Contractor to perform to specific standards, specifications, or other specific requirements described in the Contract rather than to Maryland's sole discretion?*

**Response:** The State has revised its standard contract for this procurement. Please see Amendment 8, Item 6.

40. *Regarding Contract Provisions 5.1, 5.2, 5.4, 6.1, 7.2, 7.8, 35, does the State of Maryland acknowledge that under a software-as-a-subscription framework for standard software that is not provided on a custom basis, there is no sale, assignment, or transfer of any software? Would the State of Maryland be willing to remove all contractual provisions contemplating the transfer of intellectual property rights or the creation of custom software Deliverables and replace it with mutually negotiated intellectual property language applicable to a SaaS context?*

**Response:** The State has revised its standard contract for this procurement. Please see Amendment 8, Item 6.

41. *Regarding Contract Provision 10.1, would the State of Maryland be willing to contractually limit Contractor's liability to a negotiated cap which is more typical in a SaaS context? If the State of Maryland's liability cap exceeds Contractor's current insurance limits, would the State of Maryland be willing to assume the extra cost of the premium so that Contractor may increase its insurance coverage to meet the State's needs?*

**Response:** The State has revised its standard contract for this procurement. Please see Amendment 8, Item 6.

42. *Regarding Contract Provision 39, would the State of Maryland be willing to cap liquidated damages under Section 39 to a mutually negotiated cap?*

**Response:** No. State law requires that all contracts containing MBE participation goals contain a liquidated damages provision that applies in the event that the contractor fails to comply in good faith with MBE requirements. Contract Provision 28 details these circumstances as well as the amount of damages that would be assessed.

43. *Regarding RFP Section 1.7 “Market Check,” would the State of Maryland remove its most favored nation pricing requirement?*

**Response:** See Amendment 8, Item 2 and Contract Provision 23.

44. *Regarding RFP Section 1.33 “Non-Visual Access,” Would it be acceptable to the State of Maryland if the contractual non-visual access obligations were revised as follows: “Contractor is working towards compliance with the Federal Section 508 Non-Visual Compliance Clause. Contractor will provide the State of Maryland an update on its accessibility compliance plan and vPat template review upon completion. Customer agrees to meet to review its Non-Visual Compliance efforts at intervals pre-determined by Contractor and the State of Maryland throughout the Contract Term.”*

**Response:** No. The Contractor will be required to comply with the Contract’s Non-Visual Access provisions.

45. *Regarding RFP Section 1.3.6 “Backup,” is it acceptable to perform real-time replication of data to both local and remote standby systems? In addition, transactional data is backed up and encrypted nightly, then moved to remote locations.*

**Response:** Please refer to RFP Section 2.5 for requirements related to data and disaster recovery. Given the information provided in the question, it appears that the approach described would not satisfy Section 2.5.1(C)’s requirement for a “recovery point objective of one (1) hour or less.” If an Offeror proposes a deviation to this requirement that is acceptable to the State, the State will address the deviation via an RFP amendment and/or explicit acceptance of an Offeror’s proposed alternative.

46. *Regarding RFP Section 1.8 “Continuous Improvement”: Due to the virtualized nature of the infrastructure (SaaS) and the need to continuously upgrade for performance and security reasons. The solution is also multi-tenant SaaS and cannot expect to notify or get approval from all customers utilizing infrastructure prior to making changes. Application changes have a set and published schedule that provides for advance notification and opportunity for customers to test and validate in a UIT environment. Would this be acceptable?*

**Response:** Yes. See Amendment 8, Item 3.

47. *Regarding RFP Section 2.5.1 “Disaster Recovery and Data,” is it acceptable to meet RTO of 48 hours and RPO of 4 hours?*

**Response:** No. Please refer to Section 2.5 for details regarding recovery objectives. If an Offeror proposes a deviation to this requirement that is acceptable to the State, the State will address the deviation via an RFP amendment and/or explicit acceptance of an Offeror’s proposed alternative.

48. *Regarding RFP Section 2.5.1.D, Performing 1 Disaster Recovery (DR) test annually which is internal only and doesn’t impact customer’s use of primary production site is this*

*acceptable? If we can produce a certification of the DR test upon request, is this acceptable?*

**Response:** No. Please refer to RFP Section 2.5.1(D) for requirements pertaining to recurring DR testing. Deviations proposed to the RFP requirements will be addressed via an RFP amendment and/or explicit acceptance of an Offeror's proposed alternative.

*49. Regarding RFP Section 2.5.1.E, we do test plans annually and certify those plans. That certification is available to customers, is that acceptable?*

**Response:** No. From the information provided in the question, it appears that Section 2.5.1(E)'s requirement would not be met. Deviations proposed to the RFP requirements will be addressed via an RFP amendment and/or explicit acceptance of an Offeror's proposed alternative.

*50. Regarding RFP Section 2.7.6, due to multi-tenant nature of our logs we cannot provide those to individual customers. Is this acceptable?*

**Response:** No. From the information provided in the question, it appears that Section 2.7.6's requirement would not be met. Please note the State is not looking for information related to other Contractor clients. In a multi-tenant log scenario, the Contractor could anonymize other client data or filter the State's data, for example, to meet the requirement. Deviations proposed to the RFP requirements will be addressed via an RFP amendment and/or explicit acceptance of an Offeror's proposed alternative.

*51. Regarding RFP Section 2.7.9A1, we can meet 48 hours after confirmation of an incident. Is this acceptable?*

**Response:** No. From the information provided in the question, it appears that Section 2.7.9(A)(1)'s requirement would not be met. Deviations proposed to the RFP requirements will be addressed via an RFP amendment and/or explicit acceptance of an Offeror's proposed alternative.

*52. Regarding RFP Section 2.7.9A1, is it acceptable to provide written notice to the State within 2 Business Day after Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State requests concerning such unauthorized use or disclosure.*

**Response:** No. The Section requires such notification be provided within twenty-four (24) hours of the discovery of a Security Incident. Deviations proposed to the RFP requirements will be addressed via an RFP amendment and/or explicit acceptance of an Offeror's proposed alternative.

*53. Regarding RFP Section 2.7.10 A 1, Is it acceptable to notify the appropriate State-identified contact within 48 hours by email in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law.*

**Response:** No. The Section requires notification within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law. Deviations proposed to the RFP requirements will be addressed via an RFP amendment and/or explicit acceptance of an Offeror's proposed alternative.

54. *Regarding RFP Section 2.9, the trust principles included in our SOC 2 examination include Security, Confidentiality and Availability. It does not include Processing Integrity or Privacy. Is this acceptable?*

**Response:** Yes, Security, Availability and Confidentiality are the trust principles required. See RFP Section 2.9 B.

55. *RFP Section 2.9a, we perform SOC examinations annually each August. This is a fixed scheduled and cannot be changed. Is this acceptable?*

**Response:** So long as the Contractor submits the ensuing SOC 2 Type 2 audit reports in accordance with the timeframe provided in RFP Section 2.9 and so long as the Contractor's SOC 2 Type 2 audits cover the Contract periods required by RFP Section 2.9 A (i.e., the entirety of the timeframe in which the Contractor provides services to the State) and otherwise meets the requirements of RFP Section 2.9, the State will accept the Contractor's SOC 2 Type 2 audit reports in accordance with the Contractor's regular audit schedule.

56. *Under "1. Contractor Requirements: Scope of Work" section 1.2.3 titled "Current Environment" you mention there are over 30,000 businesses that are able to bid on solicitations; 3,021 Registered State, University, and Local Municipality Users; 123 State, University, and Local Organizations; and over 58,000 public users. Can you provide a breakdown of the groups that comprise the 58,000 public users?*

**Response:** While the 58,000 public user number has not been granularly analyzed, the public users number includes any user that has registered for an account. This number could include multiple users for one company or users that are not associated with a registered business. Therefore, the public user number will generally be higher than the number of businesses.

57. *Under "1. Contractor Requirements: Scope of Work" section 1.2.4 titled "Current Needs" you mention you want to improve the productivity of your procurement staff (number 9). How many individuals comprise the State's total number of procurement staff?*

**Response:** Currently, there are 60 individuals comprising the State's staff in the procurement control agencies.

58. *When is Attachment P due in the process - with the Technical or Financial proposal?*

**Response:** Attachment P is a sample statement of work document to be used in connection with work orders issued under the contract. As such, the attachment is for the Offeror's informational purposes and is not to be submitted with either the Technical or Financial Proposal.

59. *We are in the process of getting reciprocal MBE status in Maryland (currently have in DC). Is it acceptable for us to be in process prior and up to the award?*

**Response:** No. Under State law, a firm whose MBE certification application is pending as of the submission due date may not be counted toward meeting the MBE goal.

60. *Can you please provide: a) Number of government associates b) Expected number of users for P2P and for Upstream (Spend, Contracts) c) Total number of annual invoices?*

**Response:** The current system has 3,021 registered State, university, and local government users, which would be consistent with anticipated future use of a new system, although the majority

of those users would not be using the system for payment purposes. The total number of annual invoices is unknown, but the system currently hosts 5,678 awarded contracts.

61. *RFP 2.4.2 Would DBM allow for certain clarifications to the Liquidated Damages related clauses, including language that limits the contractor's liability to causes within its control and that it would be the sole and exclusive remedy. Additionally the liquidated damages cap of 25% of the proposed price poses an extremely high risk for the bidders; would the State be open to a lesser amount of a cap or one that would be an established dollar amount that would be more commercially viable?*

**Response:** To clarify, the Liquidated Damages clauses specified in RFP Section 2.4.2 will apply to the Contractor's implementation schedule as it is proposed and accepted in its Technical Proposal. In other words, the Contractor will propose its own implementation schedule, subject to the requirement of RFP Section 1.3.2 that the public bid posting function must be implemented by July 31, 2019. Furthermore, the 25% liquidated damages cap applies to the Contractor's implementation price only.

62. *Contract. 2.1 Recognizing that the proposal may clarify or modify certain portions of the RFP and requirements, would DBM be amenable to either having the proposal take precedent over the RFP or creating a bridging document, that sits above the RFP in the order of precedence, to include the mutually-agreed clarifications between the RFP and proposal?*

**Response:** See response to Question 35.

63. *4.1/4.3 a) Would DBM be open to clarifying that the payment for the services be based on objective criteria, such as compliance with the specifications, versus subjective criteria, such as "satisfactory performance"? b) For time and materials work, would DBM modify the language regarding the contractor's ability to stop work based on when the charges accrue beyond the not to exceed amount, versus when the actual payments reach the not to exceed amount? c) Additionally, would DBM include language around notification of disputed amounts within a reasonable period of time, and clarification that only those disputed amounts will be withheld and then will be paid based on the outcome of the dispute?*

**Response:** a) See Amendment 8, Item 6, Provision 17A(iii). b) No. c) Disputes are governed by Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Service Level Agreements as proposed by Contractor, pursuant to RFP Sections 1.3.4 and 1.5, and Appendix 5 Section 2.3.2.F(9), as well as liquidated damages pursuant to RFP Section 2.4 will determine amounts withheld.

64. *Regarding Contract Provision 7.2 and recognizing the investment that the Contractor has made in the technology being offered herein, can we clarify the definition of "Contractor Materials" (which is used, but does not appear to be defined) to mean Contractor Pre-Existing Intellectual Property as well as tools used by us in our performance of the services, as well as modifications and derivatives of the foregoing? Also, we believe that RFP Section 2.5.3, as well as Contract Sections 5, 6 and 34, should all cross reference back to Section 7.1 in terms of the controlling provision on IP rights transfer.*

**Response:** The State has revised its standard contract for this procurement. Please see Amendment 8, Item 6.

65. *Regarding Contract Provision 7.3, would DBM be amenable to including standard exceptions to the infringement indemnification? We have provided, for consideration, suggested language that has been acceptable to many State government agencies: "Contractor's obligations under this section will not apply to the extent any Work Product or Third-party Intellectual Property infringes, misappropriates or otherwise violates any third party intellectual rights as a result of (i) modifications made by the State; provided that such infringement, misappropriation or violation would not have occurred absent such modification; (ii) the failure of the indemnified party to use any corrections or modifications made available by Contractor, (iii) the combination, operation or use of the Work Product or Third-party intellectual Property in connection with a third-party product, platform, network, data or services not provided by the Contractor, or (iv) Contractor's compliance with the written specifications or directions of the State, such as to incorporate third-party software or other materials which causes infringement; or (v) the State's failure to use any new or corrected versions of the Work Product or Third-party Intellectual property made available by Contractor."*

**Response:** The State has revised its standard contract for this procurement. Please see Amendment 8, Item 6.

66. *Regarding Contract Provision 10.1, would DBM be amendable to limiting the indemnification obligations to bodily injury and real or tangible personal property damage, and for fraud or willful misconduct? We have provided, for consideration, suggested language that has been acceptable to many State government agencies: Contractor shall indemnify, defend, and hold the State, its directors, officers, employees and agents harmless from third-party liability, including all related defense costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), attributable to claims of third parties for tangible property damage, bodily injury and death caused by Contractor and for fraud or willful misconduct of Contractor, in each case arising from or relating to the performance of the Contractor or its subcontractors under this Contract.*

**Response:** The State has revised its standard contract for this procurement. Please see Amendment 8, Item 6.

67. *Regarding Contract Provision 19, we understand that COMAR requires that contracts include language that is in substantially the same form as this provision. Consistent with COMAR, we would just seek to clarify that an equitable adjustment to the charges would be permitted for delays caused by the State.*

**Response:** No.

68. *Would DBM agree to clarify that personnel changes may be required for the resumption of services following any suspension, and that the project schedule will be adjusted on an equitable basis.*

**Response:** No.

69. *Regarding Contract Provision 29, would DBM be open to removing the qualification that the limitation of liability be per incident, which if left in renders this provision commercially inviable?*

**Response:** The State has revised its standard contract for this procurement. Please see Amendment 8, Item 6.

70. *Will the state allow for negotiation on stated terms and conditions included in the RFP? These come from Terms and Conditions in the RFP as well as from Attachment M and I. Specifically, from Attachments M and I:*

a) *Attachment M, Provision 2.2 - would the State accept 60-day notice of termination?*

**Response:** No.

b) *Attachment M, Provision 2.4 - would the State agree to additional language to properly account for delays? (to identify responsible party for delays).*

**Response:** No.

c) *Attachment M, Provision 3.2 - would the State accept strike of this sub-section?*

**Response:** No.

d) *Attachment M, Provision 4.3 - would the State consider inclusion of language for acceptance criteria?*

**Response:** See Response to Question #39.

e) *Attachment M, Provisions 5.1, 6.1 - does the State agree that existing works are considered IP of the vendor? Further any software development required for the State will remain the IP of the vendor or its subcontractor(s).*

**Response:** Pre-existing works are considered the intellectual property of the Contractor. Any SaaS Software developed by Contractor during the performance of the Contract, or enhancements or modifications to Contractor Pre-Existing Intellectual Property, will belong to Contractor. Please see Amendment 8, Item 6, and Attachment M, Provision 10.

f) *Attachment M, Provision 5.2 - would the State accept strike of this sub-section?*

**Response:** The State has revised its standard contract for this procurement. Please see Amendment 8, Item 6.

g) *Attachment M, Provision 5.4 - would the State accept strike of this sub-section?*

**Response:** The State has revised its standard contract for this procurement. Please see Amendment 8, Item 6.

h) *Attachment M, Provisions 7.1, 7.2 - would the State accept strike of these sub-sections?*

**Response:** The State has revised its standard contract for this procurement. Please see Amendment 8, Item 6.

i) *Attachment M, Provision 7.8 - is 7.8 a repeat of 5.4?*

**Response:** The State has revised its standard contract for this procurement. Please see Amendment 8, Item 6.



j) *Attachment M, Provision 18 - would the State consider reciprocal language (termination for convenience) and in either case exclusion of Termination for Convenience for the first three (3) years of the contract?*

**Response:** No.

k) *Attachment M, Provision 19.1 - would the State agree to language allowing for commercially reasonable delays?*

**Response:** See response to Question #67.

l) *Attachment I - would the State consider a mutual NDA? A mutually negotiated MNDA and IP protection is a non-negotiable requirement for final contract in case we are selected.*

**Response:** The State does not sign Non Disclosure Agreements in relation to procurements because the Maryland Public Information Act (PIA) governs. A Contractor's proprietary and confidential information is generally protected from disclosure under the PIA.

*Specifically, from the RFP:*

m) *1.7 - would the State agree to strike of this sub-section?*

**Response:** See Amendment 8, Item 2.

n) *1.1 - would the State agree to strike of this sub-section?*

**Response:** The State will not strike RFP Section 1.1 "Summary Statement."

o) *RFP Section 2.1 – States that State can make unilateral changes any time with written notice. We cannot accept unilateral changes without changing the costs, time and other obligations. Would State agree to review this language?*

**Response:** No. This is a mandatory contract term. See COMAR 21.07.01.02. Please see the response to Question #38.

p) *RFP Section 2.2 – We will not provide source code as part of this agreement but we can agree to escrow provision for the executable (and not source code). Would the State agree to modification of 2.2 as it relates to source code.*

**Response:** Yes. The "System Documentation" definition has been amended to replace "source code" with "executable." See Amendment 8, Items 6 and 11.

q) *RFP Section 2.5.2 - data extraction is a self-service feature of our solution; therefore, would the State be ok to strike this sub-section?*

**Response:** No. Given the information provided in the question, however, it appears the proposed solution could, perhaps, satisfy 2.5.2(A)(2).

r) *RFP Section 2.7 - Is PCI compliance necessary? We do not recommend or intend, to store or transmit credit card numbers in our solution but rather provide payment information related to PCards to suppliers outside of our solution (i.e., Vendor P-Card or Ghost Card). We can provide a PCI compliant solution but it will increase annual cost.*

**Response:** PCI compliance is required under RFP Section 2.7.8. If the Contractor outsources all of its solution's PCI-related functions, the Contractor will be required to evidence its compliance with the RFP's PCI requirements through its subcontractor.

s) *4.3 State would like to reserve the right to reduce or withhold payments if the Procurement Officer is not satisfied or if performance is not timely. We will agree to negotiate, if selected, based on mutually agreeable SLAs but not provide unilateral subjective right. Will this be acceptable to the State?*

**Response:** Please see the response to Question #39.

t) *22 and 23: Public Disclosures: We are a private company and will not be able to make our financials a publicly available information (i.e. can only share it under MNDAs with the State). Please verify if this will be acceptable.*

**Response:** Attachment M, Contract Provision 19 "Financial Disclosure" requires a business under certain circumstances to report the names of its resident agent, officers, and beneficial owner(s), pursuant to Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland. It does not require reporting of a business's financial statements. Likewise, Contract Provision 38.I "Political Contribution Disclosure" requires reporting of certain political contributions in certain circumstances, pursuant to Election Law Article, Title 14, Annotated Code of Maryland. It does not require disclosure of a business's financial statements. However, RFP Appendix 5 Section 2.3.2 K requires an Offeror to demonstrate its financial capability using a commonly accepted method, preferably independently audited profit and loss statements from the last two years. Although the State will not sign a non-disclosure agreement, financial statements of a private firm are generally protected from disclosure under the Public Information Act as confidential financial and commercial information.

71. *Can we confirm process/modular scope please? Are any of the below processes/technology components out of scope? Are any missing? a) Spend Analytics b) Strategic Sourcing c) Contract Management d) Supplier Information Management e) Supplier Performance Management f) Supplier Risk Management g) Procure 2 Pay h) Payables (terms, discount management) i) Inventory Management.*

**Response:** Offerors should refer to the RFP to determine scope. To the extent information is not provided in the RFP, Offerors are to state their assumptions and propose their best solution.

72. *Can you provide a system landscape for all in scope state entities? A light description was provided in the RFP (FMIS, R\*STARS, Oracle, SAP) but we would ask for a complete IT landscape to properly assess integration needs by entity and how to provision secure access to user groups/types.*

**Response:** RFP Section 1.3.1.4 provides details with respect to system landscape. The State is not able to provide more detailed information at this time.

73. *One of the goals of the program is to reduce costs for the State. Namely support consolidation of the supply base and creating volume leverage. This goes beyond technology so we are assuming transformative services (Category Management, Strategic Sourcing) should be considered as part of the implementation - to evolve people and process to be supported by technology. Is this a correct assumption?*

**Response:** Yes.

74. *Our resource plan needs to consider State resource constraints. Can you provide a list of resources you intend to assign to the implementation phase of the program so we can aptly plan accordingly?*

**Response:** The implementation resources are to be determined in response to Offeror's proposed implementation plan. See RFP Section 1.2.4.3.

75. *For MBE qualification, we are currently registering with Maryland, and are already registered with Virginia. If the certification process takes longer than the RFP award, will our application be considered as it relates to the MBE requirement?*

**Response:** No. See Response to Question 59.

76. *The State considers all entities/departments as in-scope for deployment - can the State provide a confirmed list of entities with name, function and resources that are absolutely in scope versus potentially in scope and secondly, if the State contemplated how this might roll out across departments, provide that?*

**Response:** The State units anticipated to use the new solution include the executive agencies, independent agencies, and Governor's coordinating offices listed here: [http://www.maryland.gov/pages/agency\\_directory.aspx?view=Agencies&subcat=Other%20](http://www.maryland.gov/pages/agency_directory.aspx?view=Agencies&subcat=Other%20) . Maryland's public universities and local government entities would also be anticipated users. The State has asked Offerors to propose their preferred implementation plan and related roll out strategy to the State. See Appendix 5 Section 2.3.2.F.4.

77. *The State in RFP Section 1.3.6 notes that 4 years of sourcing events and 10 years of historical data need to be migrated to the new system. Can the State be more specific on what it deems a Sourcing Event to be (metadata and related documents?) and what 10 years of historical data means (spend data or?). Further would the State consider a smaller migration of historical information.*

**Response:** The 10 years of historical data is primarily bids and solicitation documents from the current eMM system. "Sourcing Event" is defined in Appendix 1, definition LL. If an Offeror proposes a deviation to data conversion requirements of RFP Section 1.3.6 that is acceptable to the State, the State will address the deviation via an RFP amendment and/or explicit acceptance of an Offeror's proposed alternative.

78. *As it relates to implementation of the program (services) - can the State elaborate on the scope of services. Simply, we can provide comprehensive transformational services focusing on people, process and technology - or - services can be focused on proper deployment of technology with recommended best practices as it relates to process. The latter would assume the State has done a thorough review of Current State with a conceptual Future State documented for us to leverage. Can the State comment on the scope of services using the above framework? (This described in the RFP document in 1.2.4.2, asking for more clarity related to this statement.)*

**Response:** Offerors should refer to the RFP in determining its scope. The State has no additional comment related to the scope of services than is provided therein.

79. *Regarding Section 1.26 of the procurement instructions in Appendix 5 and within the RFP: The state has described a 10% MBE goal and 1% VSBE goal based on total contract value. It is typical for SaaS vendors to have very simple pricing structure aligned to providing the SaaS to a customer. It may not be cost efficient or it may introduce unnecessary risk from a quality assurance perspective for a SaaS vendor, whose business model and operations allow quality control of all aspects of a SaaS customer implementation, to rely on an unknown MBE/VSBE in order to meet the stated MBE/VSBE procurement goals. The additional costs or added risk may not be in the best interest of the State. Furthermore, SaaS applications tend to rely on low cost and swift implementations where external staffing or task level outsourcing outside the SaaS provider is not necessary or in the businesses best interest. This could be presented with contrast to a traditional software development contract where there tend to be ample opportunities for external staffing or task level outsourcing. With potential increases to cost, risk and redundancy as unintended outcomes of the stated MBW/VSBE goal, would the State consider removing the MBE and VSBE goals from this solicitation?*

**Response:** The State will not remove the MBE and VSBE goals.

80. *Would the state give a chance to a solution that does not require a team for implementation or would we be disqualified without this piece in your current request for a bid?*

**Response:** The State would welcome an opportunity to evaluate the proposal of any Offeror who can respond to the State's need identified in the Scope of Work. Offerors are required to respond to every section of the RFP (see Appendix 5 Section 2.3.2 F). Thus, Offerors will be expected to address RFP Section 1.3.4.1 "Implementation Services" in their Work Plans.

81. *Is implementation to your current FIMIS financial system critical? What if the solution could work easily and nicely alongside of it until you upgrade it to something more modern? Is this an option?*

**Response:** In accordance with RFP Section 1.3.1.4, the desired solution must be capable of integrating in real time and/or batch interface or replace with the State's existing systems including FMIS.

82. *Does RFP Section 1.3.2 "Required Functionality" mean to implement only "- 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?*

**Response:** While an Offeror may, time permitting, implement more of its solution than the bid posting and related functions in Table 3-5, Table 3-5 is the only solution functionality that must be implemented by the date indicated.